

Subrecipient Contract
Contract No. 32000665
Housing Projects

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City" and Worksystems, Inc. (WSI), hereafter called Subrecipient to provide direct systems integration services to facilitate access to employment services for individuals with HIV/AIDS and their families.

1. Effective Date and Duration

This contract shall become effective on January 1, 2012. This contract shall terminate on December 31, 2014.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this subrecipient contract shall be directed to the appropriate individual identified below. The City contract manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Contract as provided herein, and to approve all changes except those that increase the total contract amount.

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Dawn Martin	Contract Manager: Pam Hester
421 SW Sixth Ave., Suite 500	1618 SW 1st Ave. Suite 450
Portland, OR 97204	Portland, OR 97201
(503) 823-2378	(503) 478-7322
(503) 823-2387 (fax)	(503) 478-7422
dawn.martin@portlandoregon.gov	phester@worksystems.org
	EEO: 02/10/2014
	Business License: 440390

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$144,450 in HOPWA funds. The full amount of compensation is subject to appropriation of funds within annual City of Portland fiscal-year budgets. Additional compensation requirements are contained in Section IV.

5. Reporting

The Reporting requirements are contained in Section III. Final invoice is due January 30, 2015.

6. Funding

This subrecipient contract is paid fully with funding from the U.S. Housing and Urban Development Department (HUD) through its Housing Opportunities for Persons With AIDS (HOPWA) program.

7. List of Exhibits

The following Exhibits are attached hereto and incorporated by reference into this contract:

<u>Document</u>	<u>Description</u>	<u>No. of Pages</u>
Exhibit A	Sample Memorandum of Understanding	2
Exhibit B	Budget	1
Exhibit C	Request for Payment Form	1

I. Scope of Services

- A. Subrecipient will provide employment-focused systems integration within the Springboard to Stability, Self-Sufficiency and Health (S4H) initiative, generally adhering to Subrecipient's existing Aligned Partner program model. Specifically, Subrecipient will:
1. Enter into a Memorandum of Understanding with S4H partner Cascade AIDS Project (CAP) substantially within the form of Exhibit A, and perform the roles outlined therein.
 2. Directly or through a qualified subcontractor:
 - a. Develop and deliver training for CAP staff covering:
 - i. Services offered through WorkSource and process for accessing services
 - ii. Career Mapping and Resource Planning process
 - iii. Prosperity Planner
 - iv. Using I-Trac database to monitor performance
 - b. Provide a 0.5 FTE WorkSource Liaison who will provide training and on-going technical assistance about developing career plans and using the WorkSource system to implement them, and assist with problem-solving for the duration of the program.
 - c. Set aside WorkSource Center resources that are dedicated for select community based organizations, including CAP.
 - d. Provide on-going updates about WorkSource Center resources, processes, and performance objectives.
 - e. Provide reports and/or access to customer data, as requested by City.
 - f. Convene partners to evaluate the partnership on a regular basis.
 3. Designate one or more representatives to the S4H Planning Group and participate actively in the group's ongoing systems integration planning work for the duration of the program, with particular emphasis on:
 - a. Integration of regional workforce strategic plans with other identified regional housing and HIV/AIDS services plans
 - b. Recruitment of and technical assistance to other workforce investment boards within the Portland eligible metropolitan statistical area (EMSA) to participate in second- and third-year planning efforts and possible replication of Aligned Partner program by other workforce investment boards in areas outside of Subrecipient service area.

- B. Any changes to the Scope of Services of this Contract must be approved in writing by the City Project Manager before any such activity is undertaken or any costs incurred. If prior written approval is not obtained, costs incurred for those activities will not be covered by this Contract.

II. Performance Measures

- A. CAP staff will exhibit proficiency in assisting S4H program participants to access and succeed in Subrecipient products and services.
- B. S4H program participants will exhibit improved access to Subrecipient workforce development and employment placement services, with corresponding increases in participant incomes (outcomes data reported through other S4H partners).
- C. Subrecipient representatives will actively participate in S4H Planning Group and contribute to associated systems integration planning.

III. Reporting Requirements

- A. Subrecipient will provide program data and reports regarding S4H clients participating in Subrecipient products and services as requested by City. Generally, such data or reports will be requested in standard formats already developed by Subrecipient and should not require custom reporting. City may request Subrecipient submit reports directly to the City or to CAP. Primary quarterly and annual client-level outcome reporting responsibility will reside with CAP.

IV. Compensation and Method of Payment

- A. Subrecipient will be reimbursed by the City through the HOPWA Program for actual expenses associated with the described services in conformance with the attached budget (Exhibit B) and Request for Payment form (Exhibit C). Contract budgets are subject to annual fiscal-year appropriation of HOPWA funding to the Portland Housing Bureau.
- B. Net payment term is 30 days from the closing date of the invoice.
- C. All funds received by the Contractor, whether for actual or anticipated expenditures, must be disbursed within five (5) working days of receipt.
- D. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new line items or amounts.
- E. No funds under this Contract may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the City Project Manager.

- F. The payments made under this Contract shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- G. Final contract invoice must be received by PHB on or before January 31, 2015 and must be submitted with any requested final contract report(s). Changes to these requirements may be granted by the City Project Manager.
- G. Total compensation under this Contract shall not exceed ONE HUNDRED FORTY-FOUR THOUSAND, FOUR HUNDRED AND FIFTY DOLLARS (\$144,450). Total Contract budget is subject to annual fiscal-year appropriations of HOPWA funds to the Portland Housing Bureau.

V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Subrecipient of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Subrecipient may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by agreement with another subrecipient, or by a

combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Subrecipient's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Subrecipient may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$100,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$100,000 may be approved by the Bureau Director.

- E. **NON-DISCRIMINATION and EQUAL OPPORTUNITY.** During the performance of this Contract, the Subrecipient agrees as follows:
- (1). The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - (2). The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - (3). The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60). Furthermore, the Subrecipient certifies it has adopted procedures to ensure that all persons who qualify for assistance, regardless of their race, color,

religion, sex, age, national origin, familial status, or handicap, know of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of these procedures.

(4). The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.

- F. SECTION 3: The Subrecipient will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Subrecipient which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for four years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Subrecipient shall maintain fiscal records on a current basis to support its billings to the City. The Subrecipient shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for four years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Subrecipient regarding its billings or its work hereunder.
- I. AUDITS. The Subrecipient is subject to the audit requirements of 24 CFR 45.

Also, the City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the four year period established by Section H above.

If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to the City.
- J. INDEMNIFICATION. The Subrecipient shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Subrecipient's work or any subcontractor's work under this contract.

K. LIABILITY INSURANCE.

(a) The Subrecipient shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Subrecipient will be driving or using a vehicle on behalf of the City, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

(b) The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Subrecipient, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's compensation law

and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. The Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.

(b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, the Subrecipient agrees to timely renewal of its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Subrecipient prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, the City may terminate the Contract immediately and the notice requirement contained in Section (A) TERMINATION FOR CAUSE, hereof shall not apply.

- M. **SUBCONTRACTING AND ASSIGNMENT.** The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Subrecipient as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if sub-contractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The Subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. **INDEPENDENT SUBRECIPIENT STATUS.** The Subrecipient is engaged as an independent subrecipient and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. **CONFLICTS OF INTEREST.** Per 24 CFR 92.356 and/or 24 CFR 570.611, no City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No board of directors member or employee of the Subrecipient, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No City officer or employee who participated in the award of this contract shall be employed by the Subrecipient during the period of this contract.

The Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the agency, as it relates to the performance of employees engaged in the award and administration of contracts.

- P. **CONTRACT ADMINISTRATION,** 24 CFR 574.605. The Subrecipient shall comply with the policies, guidelines and requirements of OMB Circular Nos. A-122 and A-110 with regard to the acceptance and use of funds.
- Q. **OREGON LAWS AND FORUM.** This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations. For HOPWA-funded projects, the Subrecipient shall carry out its activities in compliance with the AIDS Housing Opportunity Act, 42 U.S.C et seq., 24 CFR 574.500, and FY 2011 HOPWA Program Notice of Funding Availability, issued via grants.gov on April 4, 2011.

In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- T. **PROGRAM AND FISCAL MONITORING.** The City through the Portland Housing Bureau shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.
- U. **PROGRAM ACCESS BY THE DISABLED.** The Subrecipient shall, to the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- V. **SEVERABILITY.** If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- W. **INTEGRATION.** This Contract contains the entire agreement between the City and the Subrecipient and supersedes all prior written or oral discussions or agreements.
- X. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- Y. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- Z. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- AA. **LOBBYING.** The Subrecipient shall not utilize these funds for lobbying the Executive or Legislative branches of the Federal Government, in compliance with 24 CFR 87.
- BB. **CHURCH-STATE.** The Subrecipient agrees to comply with the applicable provisions of 24 CFR 574.300(c).

- CC. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- DD. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient expending \$500,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated City Project Manager within 30 days of its completion.
- EE. PAYMENTS. The Subrecipient shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service by any state compensation program, under an insurance policy, or under federal or state health benefits program; or by entities that provides health services on a prepaid basis.
- FF. TERMINATION OF ASSISTANCE. With respect to the surviving members of a family who were living in a unit assisted under the HOPWA program with the person with HIV/AIDS at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with HIV/AIDS. The grantee or project sponsor shall establish a reasonable grace period, in the lease agreement, subject to City approval, for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with HIV/AIDS. The Subrecipient shall notify the family of the duration of the grace period through a lease clause and written notification and may assist the family with information on other available housing and moving expenses.
- GG. CONFIDENTIALITY. The Subrecipient shall agree, and shall ensure the confidentiality of the name of any individual assisted and any other information regarding individuals receiving assistance.
- HH. RELOCATION, ACQUISITION AND DISPLACEMENT. If applicable, the Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- II. FLOOD DISASTER PROTECTION. If applicable, the Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or

improved under the terms of this contract, as it may apply to the provisions of this contract.

JJ. LEAD-BASED PAINT. If applicable, the Subrecipient agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

KK. The Federal Funding Accountability and Transparency Act (FFATA) requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and Central Contract Registry, (CCR) numbers. To obtain a DUNS number, and to register with the Central Contractor Registration, (CCR) see links below.

DUNS number registration information can be obtained at:
<https://eupdate.dnb.com/requestoptions.asp>

Registration information for Central Contractor Registry can be found at:
<http://www.bpn.gov/ccr/default.aspx>

VI. Period of Agreement and Contract

The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract.

WORKSYSTEMS, INC.**CITY OF PORTLAND**

Andrew McGough
Executive Director

Date

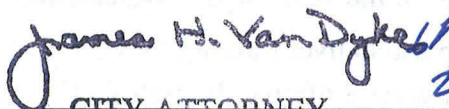

Traci Manning
Director

Portland Housing Bureau

2/15/12

Date

APPROVED AS TO FORM:
APPROVED AS TO FORM



CITY ATTORNEY

James Van Dyke
City Attorney

2/16/2012

Date

LaVonne Griffin-Valade
City Auditor

Date

EXHIBIT A
Sample Memorandum of Understanding
Cascade AIDS Project partnership with the WorkSource System

The purpose of this Memorandum of Understanding is to define the roles and responsibilities of Worksystems, Inc. (WSI) and Cascade AIDS Project (CAP).

VISION

The vision for this partnership is creating a coordinated system that aligns resources and services so that job seekers have access to the range of support and assistance they need to achieve economic independence. The system alignment goals of the partnership are: 1) to build upon the strengths of each partner to ensure high-need customers have the supports they need to reach success; and, 2) to provide technical assistance so that Cascade AIDS Project staff will become proficient in creating and implementing career plans with their customers that successfully connect them to WorkSource resources. The primary program goal is to assist program participants to find quality, living-wage employment.

WORKSYSTEMS' RESPONSIBILITIES

Acting on behalf of the WorkSource system, WSI agrees to the following—

1. Develop and deliver training for CAP staff covering:
 - Services offered through WorkSource and process for accessing services
 - Career Mapping and Resource Planning process
 - Prosperity Planner
 - Using I-Trac database to monitor performance
2. Designate a WorkSource Liaison who will provide training and on-going technical assistance about developing career plans and using the WorkSource system to implement them, and assist with problem-solving for the duration of the program.
3. Set aside WorkSource Center resources that are dedicated for select community based organizations, including CAP.
4. Provide on-going updates about WorkSource Center resources, processes, and performance objectives.
5. Provide reports and/or access to customer data, as needed.
6. Convene partners to evaluate the partnership on a regular basis.

CAP'S RESPONSIBILITIES

CAP agrees to the following—

1. Designate staff members to provide intensive case management to targeted program participants interested in finding employment through WorkSource, and meet with WorkSource Liaisons regularly.
2. Ensure designated staff member participates in training about the WorkSource Center products, the training application process, and Career Mapping and Resource Planning.

3. Ensure staff members participate in I-Trac database training, and sign and submit all required confidentiality agreements.
4. Identify CAP participants who are stabilized and ready to move toward an employment goal.
5. Ensure staff members collect and submit to WorkSource signed Release of Information forms from participants to allow for exchange of pertinent information between CAP and WorkSource staff.
6. Provide guidance about the full range of WorkSource center services available to participants interested in accessing WorkSource products.
7. Facilitate the Career Mapping workshop for all job seekers interested in engaging in skill development activities through WorkSource.
8. Develop individual Career and Resource Plans with each job seeker interested in engaging in WorkSource skill development activities.
9. Follow-up with customers during engagement with WorkSource skill development and employment services; assist with the completion of pre-requisites for training, as needed.
10. Provide on-going case management, resource coordination, support services and transition support to CAP participants served through WorkSource.

This Agreement is in effect from the date signed through December 31, 2014.

PROGRAM CONTACTS

For WORKSYSTEMS

Pam Hester

Name

phester@worksystems.org

Email Address

Senior Project Manager

Title

503-478-7322

Telephone

For Cascade AIDS Project

Name

Title

Email Address

Telephone

EXHIBIT B
HOPWA Budget*
Worksystems, Inc.

	Jan - Jun 2012	FY12/13	FY13/14	Jul - Dec 2014	TOTAL
Resource ID: Planning & Evaluation					
.5 FTE Liaison/Boundary Spanner	\$22,500	\$45,000	\$45,000	\$22,500	\$135,000
SUBTOTAL	\$22,500	\$45,000	\$45,000	\$22,500	\$135,000

Admin					
WSI (Sponsor; 7% total subaward)	\$1,575	\$3,150	\$3,150	\$1,575	\$9,450
SUBTOTAL	\$1,575	\$3,150	\$3,150	\$1,575	\$9,450

TOTAL Program Activities + Admin	\$24,075	\$48,150	\$48,150	\$24,075	\$144,450
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*Total Contract budget is subject to annual fiscal-year appropriations of HOPWA funds to the Portland Housing Bureau.

EXHIBIT C
Worksystems, Inc.
January 2012 – December 2014

TO: City of Portland/PHB
Attn: Dawn Martin
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

HOPWA

Budget Category	Contracted Budget*	Amount This Bill	Amount Billed to Date	Balance
Resource Identification	\$135,000			
Administrative Costs	\$9,450			
TOTAL	\$144,450			

Total Amount Requested: _____ Total Balance: _____

WSI/Prepared By: _____ Phone No.: _____

WSI/Approved By _____ Email: _____
Signature Date

NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature

* Total Contract budget is subject to annual fiscal-year appropriations of HOPWA funds to the Portland Housing Bureau.

Subrecipient Contract
Contract No. 32000664
Housing Projects

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City" and Cascade AIDS Project (CAP), hereafter called Subrecipient to provide a supportive housing program and employment services for individuals with HIV/AIDS and their families.

1. Effective Date and Duration

This contract shall become effective on January 1, 2012. This contract shall terminate on December 31, 2014.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this subrecipient contract shall be directed to the appropriate individual identified below. The City contract manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Contract as provided herein, and to approve all changes except those that increase the total contract amount.

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Dawn Martin	Contract Manager: Kristin Kane
421 SW Sixth Ave., Suite 500	208 SW Fifth Ave., Suite 800
Portland, OR 97204	Portland, OR 97204
(503) 823-2378	(503) 278-3820
(503) 823-2387 (fax)	(503) 223-7087 (fax)
dawn.martin@portlandoregon.gov	kkane@cascadeaids.org
	EEO: 06/30/2012
	Business License: 440386

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$1,108,950 in HOPWA funds. The full amount of compensation is subject to appropriation of funds within annual City of Portland fiscal-year budgets. Additional compensation requirements are contained in Section IV.

5. Reporting

The Reporting requirements are contained in Section III. Final invoice is due January 31, 2015.

6. Funding

This subrecipient contract is paid fully with funding from the U.S. Housing and Urban Development Department (HUD) through its Housing Opportunities for Persons With AIDS (HOPWA) program.

7. List of Exhibits

The following Exhibits are attached hereto and incorporated by reference into this contract:

<u>Document</u>	<u>Description</u>	<u>No. of Pages</u>
Exhibit A	Sample Memorandum of Understanding	2
Exhibit B	Budget	1
Exhibit C	Request for Payment Form	1

I. Scope of Services

A. General Requirements:

1. The Subrecipient will provide the services described throughout this statement of work for the duration of the contract.
2. Services shall be provided only to *eligible persons* participating in the Springboard to Stability, Self-Sufficiency and Health (S4H) program as described generally in the City's successful application to the FY2011 HOPWA competitive NOFA and the associated City performance grant agreement with HUD. For the purpose of this contract, an *eligible person* is defined to mean a person living with HIV/AIDS, and the person's family with a gross household income at or below 80%, with priority for 50% and below, of the area median income for the Portland-Vancouver area as published by HUD, living in the Portland Eligible Metropolitan Statistical Area (EMSA). *Family* means a household composed of two or more related persons and also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well being. Subrecipient shall maintain documentation that services are rendered only to eligible persons.
3. All direct client services provided by Subrecipient under this contract must follow policy and procedure developed by Subrecipient and approved by City and HUD. The policies and procedures must include, at a minimum:
 - a. S4H general eligibility criteria, means of assessing eligibility, and standardized forms and procedures for documenting eligibility
 - b. Means of assessing and documenting housing and service needs and developing collaborative housing stability plans to meet those needs
 - c. Standards for the frequency of reassessment of eligibility, client status, ongoing housing and service needs, and adaptation of housing stability plans to meet those needs
 - d. Reasonable criteria for prioritizing assistance among eligible households and for maintaining waiting list for households for whom assistance is not immediately available
 - e. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving rent assistance (see Section I.B – Housing Services)
 - f. Standards for determining how long a particular program participant will be provided with financial assistance (including rent assistance) and whether and how the amount of that assistance will be adjusted over time
 - g. Policy and procedure for termination of assistance to eligible participants or surviving family members that meets the requirements of 24 CFR 574.310(e) or any superseding regulations.

- h. Procedures for project ineligibility and terminations related to illegal drug activities:
 - i. In operating the project, The Subrecipient must comply with federal, state and other applicable laws pertaining to the illegal use of a controlled substance. The Subrecipient must undertake reasonable steps to ensure that beneficiaries receive appropriate access to substance abuse treatment and counseling. Admission should be denied, or termination initiated for persons engaging in illegal drug activities, where such activities threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

B. Housing Services:

1. The Subrecipient will provide housing case management to S4H clients equal to 1.05 FTE. Specifically, case management services will include:
 - a. Development of case plans for all S4H clients targeted toward stable independent housing
 - b. Appropriate referrals to health, mental health, drug and alcohol rehabilitation programs
 - c. Tenant coaching and landlord relationship development
 - d. Assistance accessing local, state, and federal government benefits
 - e. Assistance with basic life-management skills such as tenant education, budget management, locating and accessing community resources for food, education or employment training programs, etc.
 - f. Opportunities to participate in CAP educational workshops and social gatherings
 - g. Completion of the necessary documentation and income certification to initiate occupancy, certify eligibility for HOPWA-funded housing and to calculate tenant contributions to rent and rental assistance payments
 - h. Ongoing case management services to ensure housing and health stability, managing rental subsidies, monitoring client progress and success, and eviction prevention
 - i. Assisting clients in accessing and securing furnishings for their home
 - j. Follow-up phone calls or in-person meetings will be made to assess housing stability at 3, 6, and 12 month intervals after the client leaves the program
2. The Subrecipient will provide flexible, short-term tenant-based rent assistance generally conforming to the Short Term Rent Assistance (STRA) program model currently implemented by Subrecipient under direction of Home Forward. The STRA model will incorporate a housing first philosophy and strategies to help people avoid homelessness, or if homeless at entry, then rapidly rehouse clients in permanent housing, avoiding shelter or transitional housing when possible and appropriate.
 - a. Eligible rent assistance costs are limited to:
 - i. Current rent and/or utility payments for a unit:
 - a) in which the participant is named as a responsible party on an existing lease or rental agreement
 - i. if permanent housing, the lease or rental agreement must be for a term of at least one year and must be automatically renewable upon expiration, except on reasonable prior notice by either the tenant or the landlord

- b) which meets minimum HOPWA housing quality standards as set out in 24 CFR 574.310(b) (1997) or in any superseding regulations.
- ii. Past-due rent, utilities, or other rental housing-related debt, owed by the participant, provided that the payment will eliminate a barrier to the participant household accessing permanent housing
- b. Subrecipient will make any rent assistance payments directly to the landlord, the landlord's agent, or utility provider as appropriate.

C. Supportive Services

1. The Subrecipient will provide employment assistance and benefits access referrals to S4H clients through 1.0 FTE employment specialist, generally adhering to the Aligned Partner model of S4H partner Worksystems, Inc. (WSI). Specifically, Subrecipient will:
 - a. Enter into a Memorandum of Understanding with WSI substantially within the form of Exhibit A, and perform the roles outlined therein.
 - b. Designate staff members to provide intensive case management to targeted program participants interested in finding employment through WSI, and meet with WSI Liaisons regularly.
 - c. Ensure employment specialist participates in training about the WSI WorkSource Center products, the training application process, and Career Mapping and Resource Planning.
 - d. Ensure employment specialist participates in I-Trac database training, and signs and submits all required WSI confidentiality agreements.
 - e. Identify S4H clients who are stabilized and ready to move toward an employment goal.
 - f. Ensure staff members collect and submit to WorkSource signed Release of Information forms from participants to allow for exchange of pertinent information between Subrecipient and WorkSource staff.
 - g. Provide guidance about the full range of WorkSource center services available to S4H clients interested in accessing WorkSource products.
 - h. Facilitate the Career Mapping workshop for all S4H clients interested in engaging in skill development activities through WorkSource.
 - i. Develop individual Career and Resource Plans with each S4H client interested in engaging in WorkSource skill development activities.
 - j. Follow-up with S4H clients during engagement with WorkSource skill development and employment services; assist with the completion of pre-requisites for training, as needed.
 - k. Provide on-going employment-focused case management, resource coordination, support services and transition support to S4H clients served through WorkSource.
 - l. Provide referral to existing benefits access programs, such as Central City Concern's Benefits and Entitlements Specialist Team or Outside In's SOAR Program, for clients who may be too disabled to work, but who do not yet receive disability benefits through the Social Security Administration
 - m. Work with union(s) representing Subrecipient staff to identify apprenticeship programs for S4H participants or direct job opportunities

2. The Subrecipient will provide emergency housing services through hotel or motel vouchers. Such vouchers are short term (up to 30 days) and should be extremely limited. The specific number of days for vouchers must be requested based on actual client need. All other temporary housing options should be explored first and vouchers only provided as a last resort.
3. The Subrecipient will provide miscellaneous other supportive services as needed to support S4H client housing stability. Such services will conform with activities described in 24 CFR 574.300(b)(7) (1997) or in any superseding regulations.

D. Permanent Housing Placement

1. The Subrecipient will provide permanent housing placement services to S4H clients as needed to help establish permanent residence when continued occupancy is expected. Specifically, Subrecipient will assist S4H clients with the following eligible costs:
 - a. Application fees and credit check expenses
 - b. First month's rent and security deposits, which:
 - i. Are program funds that must be returned to the program when the assisted tenant leaves the unit
 - ii. Must be reasonable and cannot exceed two months' rent
 - iii. Subrecipient must make a good faith effort to recover upon the departure of the beneficiary from the unit
 - c. One-time utility connection fees and processing costs

E. Resource Identification (Planning and Evaluation)

1. The Subrecipient will dedicate approximately 0.07 FTE to the systems integration, planning and evaluation work of the S4H initiative by:
 - a. Participating as an active member of the S4H Planning Group to guide development of a regional Integrated HIV/AIDS Housing Plan
 - b. Participating in S4H process evaluation
2. The Subrecipient will subcontract with Sound Thinking Healthcare Consulting to collaboratively facilitate a progressive engagement process with S4H community partners to:
 - a. develop a coordination and integration strategy by the end of the first program year
 - b. complete a comprehensive Integrated HIV/AIDS Housing Plan (IHHP) by the end of the third year
 - c. lead S4H process evaluation and summarize process and outcomes evaluation findings
3. The subcontracted statement of work with Sound Thinking Healthcare Consulting must be approved by the City prior to execution and will reflect the content of the City's successful application to the FY2011 HOPWA competitive NOFA, the NOFA requirements and the associated City performance grant agreement with HUD.

F. Subrecipient will execute an "AGENCY PARTICIPATION AGREEMENT for NW Social Service Connections HMIS" and,

1. Confirm that each administrative staff or end user with access to HMIS (ServicePoint) will execute an "USER AGREEMENT For NW Social Service Connections HMIS".

2. Assure that all "Policies and Procedures for NW Social Service Connections HMIS" are adhered to.
3. Utilize HMIS (ServicePoint) to record client level information as required by current Policies and Procedures, HUD Universal Data Elements, and Program Specific Data Elements.
4. Utilize HMIS (ServicePoint) for subsequent contract reporting. The following reports may be used for quarterly and Year-End reports: 1) Entry/Exit Report (E/E), 2) Shared Housing Assessment Report (SHAR), and 3) All Client Demographic Count (ACDC). Other reports may be requested as necessary.

Any changes to the Scope of Services of this Contract, including the provision of any additional services to clients not specifically listed in this Contract, must be approved in writing by the City Contract Manager before any such activity is undertaken or any costs incurred. If prior written approval is not obtained, costs incurred for those activities will not be covered by this Contract.

II. Performance Measures

- A. Subrecipient will track and report on achievement of the following levels of service (outputs) during the period of this Contract:
 1. At least 140 unduplicated households will be served with housing and supportive services
 2. 100% of assisted households will receive case management and will develop a goal plan including a permanent housing plan
- B. Subrecipient will track and report on achievement of the following accomplishments (outcomes) during the period of this Contract:
 1. 85% of assisted households will secure or maintain permanent housing. Of those:
 - a. 90% will remain in permanent housing 3 months after termination of rental assistance
 - b. 80% will remain in permanent housing 6 months after termination of rental assistance
 - c. 70% will remain in permanent housing 12 months after termination of rental assistance
 2. 95% of assisted households will have a primary care provider and medical insurance coverage identified within 6 months of program enrollment
 3. 80% of assisted households will receive income-generating benefits or will become employed

III. Reporting Requirements

- A. Subrecipient will submit quarterly program reports in a format determined by the City Contract Manager. In addition to demographic, output and outcome reporting, the quarterly reports will include a narrative progress report which describes the overall status of the project, broken down by program component, including major accomplishments, tasks completed or underway, and any proposed changes to the work products or time lines. Quarterly reports shall be due on **April 30, July 30, October 31, and January 31**, of each year. A final report shall be due on **January 31, 2015**.
- B. In addition to quarterly reports, the Subrecipient will provide an annual demographic and outcomes report due January 31, 2013, January 31, 2014, and January 31, 2015.

The annual report will include all subrecipient data and project performance narrative necessary for the City to complete the HOPWA Annual Performance Report for S4H.

- C. Subrecipient will provide any other data and narrative reporting deemed necessary by the City to complete S4H program evaluation activities and completion of the Integrated HIV/AIDS Housing Plan.

IV. Compensation and Method of Payment

- A. Subrecipient will be reimbursed for the described services by the City through the HOPWA Program in conformance with the attached budget (Exhibit B) and Request for Payment form (Exhibit C). Contract budgets are subject to annual fiscal-year appropriation of HOPWA funding to the Portland Housing Bureau.
- B. Net payment term is 30 days from the date of the invoice.
- C. All funds received by the Contractor, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- D. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new line items or amounts.
- E. No funds under this Contract may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the City Project Manager.
- F. The payments made under this Contract shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- G. Final contract invoice must be received by PHB on or before January 31, 2015 and must be submitted with any requested final contract report(s). Changes to these requirements may be granted by the City Project Manager.
- H. Total compensation under this Contract shall not exceed ONE MILLION, ONE HUNDRED AND EIGHT THOUSAND, NINE HUNDRED AND FIFTY DOLLARS (\$1,108,950). Total Contract budget is subject to annual fiscal-year appropriations of HOPWA funds to the Portland Housing Bureau.

V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Subrecipient of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Subrecipient may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by agreement with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Subrecipient's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Subrecipient may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$100,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$100,000 may be approved by the Bureau Director.

- E. **NON-DISCRIMINATION and EQUAL OPPORTUNITY.** During the performance of this Contract, the Subrecipient agrees as follows:
- (1). The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

(2). The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

(3). The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60). Furthermore, the Subrecipient certifies it has adopted procedures to ensure that all persons who qualify for assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of these procedures.

(4). The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.

- F. SECTION 3: The Subrecipient will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Subrecipient which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for four years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Subrecipient shall maintain fiscal records on a current basis to support its billings to the City. The Subrecipient shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for four years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Subrecipient regarding its billings or its work hereunder.
- I. AUDITS. The Subrecipient is subject to the audit requirements of 24 CFR 45.

Also, the City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the four year period established by Section H above.

If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to the City.

J. INDEMNIFICATION. The Subrecipient shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Subrecipient's work or any subcontractor's work under this contract.

K. LIABILITY INSURANCE.

(a) The Subrecipient shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Subrecipient will be driving or using a vehicle on behalf of the City, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

(b) The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Subrecipient, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall

be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. The Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.

(b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, the Subrecipient agrees to timely renewal of its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Subrecipient prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, the City may terminate the Contract immediately and the notice requirement contained in Section (A) TERMINATION FOR CAUSE, hereof shall not apply.

- M. **SUBCONTRACTING AND ASSIGNMENT.** The Subrecipient shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Subrecipient as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if sub-contractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The Subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. **INDEPENDENT SUBRECIPIENT STATUS.** The Subrecipient is engaged as an independent subrecipient and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. **CONFLICTS OF INTEREST.** Per 24 CFR 92.356 and/or 24 CFR 570.611, no City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No board of directors member or employee of the Subrecipient, during his or her tenure or for one year

thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No City officer or employee who participated in the award of this contract shall be employed by the Subrecipient during the period of this contract.

The Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the agency, as it relates to the performance of employees engaged in the award and administration of contracts.

- P. **CONTRACT ADMINISTRATION, 24 CFR 574.605.** The Subrecipient shall comply with the policies, guidelines and requirements of OMB Circular Nos. A-122 and A-110 with regard to the acceptance and use of funds.

- Q. **OREGON LAWS AND FORUM.** This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

- S. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations. For HOPWA-funded projects, the Subrecipient shall carry out its activities in compliance with 24 CFR 574.500. For Community Development Block Grant-funded projects, the Subrecipient shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For McKinney-Vento Supportive Housing Program funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 583. For McKinney-Vento Emergency Shelter Grant funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 576.

In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- T. **PROGRAM AND FISCAL MONITORING.** The City through the Portland Housing Bureau shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.

- U. PROGRAM ACCESS BY THE DISABLED. The Subrecipient shall, to the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- V. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- W. INTEGRATION. This Contract contains the entire agreement between the City and the Subrecipient and supersedes all prior written or oral discussions or agreements.
- X. RELOCATION, ACQUISITION AND DISPLACEMENT. The Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- Y. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- Z. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- AA. LOBBYING. The Subrecipient shall not utilize these funds for lobbying the Executive or Legislative branches of the Federal Government, in compliance with 24 CFR 87.
- BB. CHURCH-STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 574.300(c).
- CC. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- DD. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient expending \$500,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated City Project Manager within 30 days of its completion.
- EE. PAYMENTS. The Subrecipient shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service by any state compensation program, under an insurance policy, or under federal or state health benefits program; or by entities that provides health services on a prepaid basis.
- FF. TERMINATION OF ASSISTANCE. With respect to the surviving members of a family who were living in a unit assisted under the HOPWA program with the person with HIV/AIDS at the time of his or her death, housing assistance and supportive

services under the HOPWA program shall continue for a grace period following the death of the person with HIV/AIDS. The grantee or project sponsor shall establish a reasonable grace period, in the lease agreement, subject to City approval, for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with HIV/AIDS. The Subrecipient shall notify the family of the duration of the grace period through a lease clause and written notification and may assist the family with information on other available housing and moving expenses.

- GG. **CONFIDENTIALITY.** The Subrecipient shall agree, and shall ensure the confidentiality of the name of any individual assisted and any other information regarding individuals receiving assistance.
- HH. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- II. **FLOOD DISASTER PROTECTION.** The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- JJ. **LEAD-BASED PAINT.** The Subrecipient agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- KK. **The Federal Funding Accountability and Transparency Act (FFATA)** requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and Central Contract Registry, (CCR) numbers. To obtain a DUNS number, and to register with the Central Contractor Registration, (CCR) see links below.

DUNS number registration information can be obtained at:
<https://eupdate.dnb.com/requestoptions.asp>

Registration information for Central Contractor Registry can be found at:
<http://www.bpn.gov/ccr/default.aspx>

VI. Period of Agreement and Contract

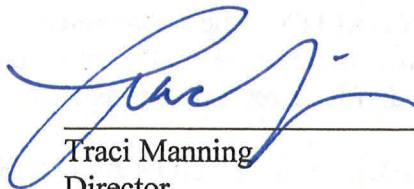
The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract.

CASCADE AIDS PROJECT

CITY OF PORTLAND

Michael Kaplan
Executive Director

Date

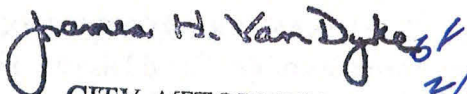
 2/15/12

Traci Manning
Director
Portland Housing Bureau

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM

 2/16/2012

CITY ATTORNEY
James Van Dyke
City Attorney

Date

LaVonne Griffin-Valade
City Auditor

Date

EXHIBIT A
Sample Memorandum of Understanding
Cascade AIDS Project partnership with the WorkSource System

The purpose of this Memorandum of Understanding is to define the roles and responsibilities of Worksystems, Inc. (WSI) and Cascade AIDS Project (CAP).

VISION

The vision for this partnership is creating a coordinated system that aligns resources and services so that job seekers have access to the range of support and assistance they need to achieve economic independence. The system alignment goals of the partnership are: 1) to build upon the strengths of each partner to ensure high-need customers have the supports they need to reach success; and, 2) to provide technical assistance so that Cascade AIDS Project staff will become proficient in creating and implementing career plans with their customers that successfully connect them to WorkSource resources. The primary program goal is to assist program participants to find quality, living-wage employment.

WORKSYSTEMS' RESPONSIBILITIES

Acting on behalf of the WorkSource system, WSI agrees to the following—

1. Develop and deliver training for CAP staff covering:
 - Services offered through WorkSource and process for accessing services
 - Career Mapping and Resource Planning process
 - Prosperity Planner
 - Using I-Trac database to monitor performance
2. Designate a WorkSource Liaison who will provide training and on-going technical assistance about developing career plans and using the WorkSource system to implement them, and assist with problem-solving for the duration of the program.
3. Set aside WorkSource Center resources that are dedicated for select community based organizations, including CAP.
4. Provide on-going updates about WorkSource Center resources, processes, and performance objectives.
5. Provide reports and/or access to customer data, as needed.
6. Convene partners to evaluate the partnership on a regular basis.

CAP'S RESPONSIBILITIES

CAP agrees to the following—

1. Designate staff members to provide intensive case management to targeted program participants interested in finding employment through WorkSource, and meet with WorkSource Liaisons regularly.
2. Ensure designated staff member participates in training about the WorkSource Center products, the training application process, and Career Mapping and Resource Planning.
3. Ensure staff members participate in I-Trac database training, and sign and submit all required confidentiality agreements.
4. Identify CAP participants who are stabilized and ready to move toward an employment goal.

5. Ensure staff members collect and submit to WorkSource signed Release of Information forms from participants to allow for exchange of pertinent information between CAP and WorkSource staff.
6. Provide guidance about the full range of WorkSource center services available to participants interested in accessing WorkSource products.
7. Facilitate the Career Mapping workshop for all job seekers interested in engaging in skill development activities through WorkSource.
8. Develop individual Career and Resource Plans with each job seeker interested in engaging in WorkSource skill development activities.
9. Follow-up with customers during engagement with WorkSource skill development and employment services; assist with the completion of pre-requisites for training, as needed.
10. Provide on-going case management, resource coordination, support services and transition support to CAP participants served through WorkSource.

This Agreement is in effect from the date signed through December 31, 2014.

PROGRAM CONTACTS

For WORKSYSTEMS

Pam Hester

Name

phester@worksystems.org

Email Address

Senior Project Manager

Title

503-478-7322

Telephone

For Cascade AIDS Project

Name

Title

Email Address

Telephone

EXHIBIT B
HOPWA Budget*
Cascade AIDS Project

	Jan - Jun 2012	FY12/13	FY13/14	Jul - Dec 2014	TOTAL
Housing Assistance					
1 FTE Housing CM	\$34,000	\$68,000	\$68,000	\$34,000	\$204,000
0.05 FTE (A. Hurley)	\$2,500	\$5,000	\$5,000	\$2,500	\$15,000
Short-term Rent Assistance	83,000	125,000	125,000	43,500	\$376,500
SUBTOTAL	\$119,500	\$198,000	\$198,000	\$80,000	\$595,500

Supportive Services					
1 FTE Employment Specialist	0	77,000	77,000	38,500	\$192,500
Emergency Housing (motel vouchers)	9,000	15,000	15,000	4,500	\$43,500
Misc. Client Svcs.	2,000	2,500	2,500	500	\$7,500
SUBTOTAL	\$11,000	\$94,500	\$94,500	\$43,500	\$243,500

Permanent Housing Placement					
Deposits and Move-in Costs	28,000	42,000	42,000	14,000	\$126,000
SUBTOTAL	\$28,000	\$42,000	\$42,000	\$14,000	\$126,000

Resource ID: Planning & Evaluation					
Sound Thinking - Planning Consultant	\$20,000	\$15,000	\$15,000	\$5,000	\$55,000
.07 FTE (K. Kane)	\$3,333	\$6,667	\$6,667	\$3,333	\$20,000
SUBTOTAL	\$23,333	\$21,667	\$21,667	\$8,333	\$75,000

TOTAL Program Activities	\$181,833	\$356,167	\$356,167	\$145,833	\$1,040,000
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Admin					
CAP (Sponsor; 7% total subaward less subcontractor budget)	\$11,328	\$23,882	\$23,882	\$9,858	\$68,950

TOTAL Program Activities + Admin	\$193,161	\$380,049	\$380,049	\$155,691	\$1,108,950
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*Total Contract budget is subject to annual fiscal-year appropriations of HOPWA funds to the Portland Housing Bureau.

EXHIBIT C
Cascade AIDS Project
January 2012-December 2014

TO: City of Portland/PHB
Attn: Dawn Martin
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

HOPWA

Budget Category	Contracted Budget*	Amount This Bill	Amount Billed to Date	Balance
Housing Assistance	\$595,500			
Supportive Services	\$243,500			
Permanent Housing Placement	\$126,000			
Resource Identification	\$75,000			
Administrative Costs	\$68,950			
TOTAL	\$1,108,950			

Total Amount Requested: _____ Total Balance: _____

CAP/Prepared By: _____ Phone No.: _____

CAP/Approved By _____ Signature _____ Date _____ Email: _____

NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature

* Total Contract budget is subject to annual fiscal-year appropriations of HOPWA funds to the Portland Housing Bureau.