

Portland Housing Bureau

Subrecipient Contract Management Manual

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Chapter 1: Introduction

Topic: Subrecipient Contracts at the Portland Housing Bureau

Summary

One of the key ways in which the Portland Housing Bureau (PHB) invests federal, state and local funds to support affordable housing and housing-related services is through written agreements with “subrecipients”. A subrecipient is a third-party organization that receives contracted funds from the City of Portland to carry out a specific activity. Depending on the funding source, different restrictions will apply regarding the activity, reporting, required contract language, etc.

This manual is written by PHB contract management staff as a reference guide to improve PHB subrecipient contracting activities in order to minimize risk and maximize program delivery. Please note that although some funding sources require designations other than subrecipient (e.g., grantee, sub-grantee, project sponsor) this manual will use the term subrecipient.

Procedures & Key Information

Current PHB goals for contract management incorporated in this guide include:

- Standardize the Bureau’s contracting process while recognizing that funding source, schedule and specific goals may necessitate variation from standard procedures;
- Ensure compliance requirements are met both by the bureau and by the subrecipient;
- Update and utilize formal templates for solicitations and contracts;
- Designate a single Contract Manager primarily responsible for solicitation, negotiation, managing, and closeout of each contract;
- Update this guide every two years;
- Support quarterly meetings of a work group comprised of PHB’s Contract Managers and other staff to review “lessons learned”, support “best practices”, and consider modifications to templates and processes;
- Continue to offer and improve training by Business Operations staff for any new Contract Manager;
- Implement the change from current data management/data storage systems to HDS and TRIM;
- Improve processes between Contract Managers and other PHB staff related to budget, reporting, and record-keeping; and
- Prioritize effective delivery of services to clients within the requirements of the funding source as the most important aspect of contract management at PHB.

When the word “contract” is used in this manual it refers to agreements used by PHB to allocate private and public funds to non-profit organizations, for-profit entities and local government agencies to perform human service and affordable housing-related activities. Other forms of PHB contract management not covered by this manual include: agreements used by the Bureau to finance affordable housing development; non-monetary agreements; leases; the contracts used by the bureau for its business operations; and contracts between other entities and PHB for services performed by the Bureau.

Chapter 1: Introduction
Topic: Funding Sources

Summary

Each contract at PHB contains funds from one or more specific sources. Each funding source has unique requirements, which change from time to time, and may require modification to the contract template. Contract managers will develop a strong working knowledge of the regulatory framework that applies to their contract funding sources.

Procedures & Key Information

The primary funding sources for contracts at PHB are summarized below.

- **Community Development Block Grant (CDBG)** – In 1974, the U.S Congress established the Community Development Block Grant Program through the enactment of the Federal Housing and Community Development Act. The program was created to enhance and maintain viable urban communities. The program gives communities an avenue to address a wide range of issues. Activities undertaken must accomplish at least one of three goals for low-to-moderate income individuals; 1) provide decent housing, 2) provide suitable living environments, and/or 3) expand economic activities.

Portland is an “entitlement” city and receives an allocation of CDBG funds annually under a population-based formula from the U.S. Department of Housing and Urban Development (HUD). All CDBG funds received by Portland are administered by PHB. No more than 20% of the sum of the annual CDBG allocation plus program income may be used for administration and planning, which is known as the “admin cap”. PHB uses most of the funds available under this “admin cap” to pay for staff working on CDBG programs. Some subrecipient services contracted for by PHB must be paid under the admin/planning cap due to the nature of the work. PHB can use an additional 15% (of the annual allocation plus program income) annually for “public services”. Public services include homeless services, job training, crime prevention and other social service activities. The remaining 65% are “program” funds that must be spent on what HUD defines as eligible activities.

- **HOME Investment Partnerships (HOME)** – The HOME Investment Partnership Program was created in 1990 through the Cranston-Gonzalez Affordable Housing Act. The sole purpose of this program is to create affordable housing for low-income individuals. HOME activities undertaken must accomplish at least one of two goals for low-income individuals; 1) provide decent housing and/or 2) provide suitable living environments. However, unlike CDBG, this program requires that the participating jurisdiction receiving the money have a match for each dollar awarded.

HUD also awards HOME funds by formula grant to the Portland HOME Consortium. (The Consortium includes the City of Gresham and Multnomah County). This resource funds a wide range of activities that build, buy and/or rehabilitate affordable housing for rent or homeownership, or provide direct rental assistance to low-income people. PHB allocates most of the City’s HOME allocation as loans and grants for housing construction or renovation. However, PHB also uses a portion of its HOME allocation for tenant-based rent assistance implemented through a contract with Home Forward. In addition, PHB uses HOME to fund operating support to eligible Community Housing Development Organizations (CHDOs).

- **Housing Opportunities for Persons with AIDS (HOPWA)** – HOPWA is a Federal program dedicated to addressing the housing needs of persons living with HIV/AIDS and their families. PHB administers the HOPWA Program for the seven-county Portland Eligible Metropolitan Statistical Area (EMSA) that includes Multnomah, Washington, Clackamas, Yamhill, Columbia, Clark and Skamania counties. PHB currently uses HOPWA to fund contracts with nonprofit organizations and Home Forward to provide housing and support to beneficiaries. In FY 2011/12, PHB allocated approximately \$1.4 million in HOPWA funds through seven contracts.
- **General Fund** – The City of Portland’s General Fund comes primarily from local property tax and business license revenues. The City Council allocates this resource annually, on either an on-going or a one-time basis. On-going allocations are considered part of the following year’s base general fund allocation (i.e., budget process starting point) while one-time allocations are not. PHB uses the majority of its general funds for subrecipient contracts delivering services to persons experiencing homelessness as well as homebuyer education and counseling, and foreclosure prevention.
- **Tax Increment Financing (TIF)** – TIF is a local source of funding the City generates by borrowing against future growth in property taxes within defined Urban Renewal Areas (URA’s). TIF can only be used in the URA in which it is generated. The City’s TIF set-aside policy requires that a minimum of 30% of expenditures across all Urban Renewal Areas (URA) of the City be targeted for affordable housing. The Portland Development Commission (PDC) is the City’s designated urban renewal agency. As such, the PDC manages this resource and passes TIF funds to PHB on a reimbursement basis through an intergovernmental agreement. PHB allocates most of its TIF to fund loans and grants for the development and renovation of affordable housing, but also contracts some to community partners providing home repair services and down payment assistance to households living within URA boundaries.
- **Emergency Solutions Grant (ESG)** – ESG funds are allocated by HUD through formula grants providing funds for basic shelter and essential supportive services for the homeless. ESG also provides short-term rent assistance to persons who are homeless or at imminent risk of losing their housing due to eviction, foreclosure, or utility shutoffs.
- **Continuum of Care (CoC) Program** – Formerly known as McKinney Grants, this funding was established by the McKinney-Vento Homeless Assistance Act and amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act). The CoC Program is designed to assist individuals and families experiencing homelessness and to provide the services needed to help such individuals move into transitional and permanent housing, with the goal of long-term stability. More broadly, the program is designed to promote community-wide planning and strategic use of resources to address homelessness; improve coordination and integration with mainstream resources and other programs targeted to people experiencing homelessness; improve data collection and performance measurement; and allow each community to tailor its program to the particular strengths and challenges within that community. The program brings approximately \$12M/year into the community, including about \$1M via PHB.

- **Housing Investment Fund (HIF)** – The City established the Housing Investment Fund (HIF) in the mid-90s to meet affordable housing development goals in rental housing, special needs housing and homeownership. The resources came from the City’s General Fund. This fund – originally \$35M – has largely been exhausted; the remaining balance is made up of program income proceeds from earlier loans made from the fund.
- **Risk Mitigation Pool** – The City established the “Risk Mitigation Pool” as part of 10-Year Plan to End Homelessness using approximately \$800,000 of the HIF. Its purpose is to offset unexpected and/or increased costs associated with operating permanent supportive housing (PSH), such as (e.g., physical damage beyond normal wear and tear, emergency social services intervention, loss of rent and deposits because of frequent vacancies).
- **Lead-Based Paint and Healthy Homes** – The lead-based paint grant funds education programs and rehabilitation activities related to lead-based paint risk mitigation. The Healthy Homes grant funds programs intended to addresses multiple childhood diseases and injuries in the home by taking comprehensive approach rather than rather than addressing a single hazard at a time. Both are competitive three-year HUD grants.
- **Neighborhood Stabilization Program (NSP)** – Federal grants program established with the purpose of stabilizing communities that have suffered from large numbers of foreclosures and abandoned properties. Program is designed to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight.

Chapter 1: Introduction

Topic: Division of Responsibilities

Summary

PHB's subrecipient contracting operations are primarily executed by two PHB work areas – "Program Delivery" and "Business Operations". The content below describes the major responsibilities in each area.

Procedures & Key Information

The Program Delivery teams are responsible for the programmatic aspects of the contract. These tasks are typically managed by a single "Contract Manager" assigned to each contract. The Contract Manager is a functional role at PHB often assigned to individuals in the Program Coordinator classification, but may be assigned to employees holding other job classifications as well. The Contract Manager is the point person for all interactions with subrecipients, including:

- negotiating program design with subrecipients
- determining appropriate budgets
- establishing performance standards and appropriate reports
- drafting contracts using the PHB templates
- receiving and reviewing performance reports
- performance monitoring
- reviewing and approving requests for payments
- maintaining a professional relationship with the subrecipient that enables effective problem solving, and
- ensuring subrecipient compliance

The Program Delivery staff shares responsibility with the Business Operations team for administrative aspects of the contract including:

- file management / record keeping
- integration of contract budgets with the overall PHB budget
- federal reporting including IDIS, Consolidated/Action Plan, and the Consolidated Annual Performance Evaluation Report (CAPER)
- fiscal monitoring of subrecipients
- overseeing insurance, business license, and Equal Employment Opportunity (EEO) requirements of subrecipients
- processing payments

Other City Bureaus play a role in PHB contract management. After PHB approval, the Office of Finance and Management (OMF) ultimately pays subrecipient requests for reimbursement. The City Attorney's and the Auditor's offices also approve each contract at the time of execution. The primary channel for contract-related communications between PHB and other City bureaus is via PHB Business Operations.

Additionally, the City of Portland has a Grants Management office located within OMF. This staff has management responsibility for all grant agreements in which the City is the recipient. PHB's primary channel for communication with the Grants office is via the Finance & Accounting

Department within Business Operations, although the Contract Manager still plays a significant role in the content of those communications.

Chapter 1: Introduction

Topic: Contract Manager Training

Summary

In order to ensure consistency of process, quality of outcomes and adherence to compliance requirements, PHB policy requires Contract Managers to read and attend a number of different training resources and materials.

Procedures & Key Information

PHB's policy regarding Contract Manager (CM) training is as follows:

- **New Contract Manager Training** - PHB requires new Contract Managers meet the following training requirements:
 - This subrecipient contract management manual serves as a critical piece of orienting education. Contract Managers will read this manual within the first month of their employment with PHB. The new CM will direct questions to the manager-in-charge or to a more experienced Contract Manager colleague.
 - New CM's will also attend the PHB Finance & Accounting department's series of trainings. A new CM will contact a member of the F&A team to determine the date of the next training. In the meantime, however, these training modules are available under the "Training Materials" header on the F&A section of the PHB website at tinyurl.com/8jwtcqb. Contract managers should read these materials within the first month of their employment with PHB unless they are able to attend training within that time period.
 - New CM's must also familiarize themselves with CDBG program requirements unless there is no likelihood of managing CDBG resources. The following training materials will orient the Contract Manager to CDBG.
 - Managing CDBG – <http://tinyurl.com/96dvuyr>
 - CDBG: Playing By The Rules – <http://tinyurl.com/9p6shww>
 - CDBG Allowable Costs – www.tinyurl.com/9rss07q
 - New CM's need to learn the process for filing ordinances with City Council, as this is required in the course of executing subrecipient contracts. These training materials are available at <http://www.tinyurl.com/92atgqd>. Contract managers will read this manual prior to executing any contracts for PHB.
 - New CM's need to learn to use the TRIM electronic file management software. At the time of publishing of this manual, PHB is transitioning to TRIM for electronic file management.
- **Ongoing Contract Manager Training** - PHB requires each Contract Manager to attend at least one training event per year. This training should be selected strategically based upon the programmatic focus (or focuses) and funding sources managed by the individual Contract Manager. Trainings should include those sponsored by HUD (e.g., "Basically CDBG," "CDBG By The Numbers," etc.)

When possible, PHB will pursue opportunities to bring HUD staff to train multiple PHB staff locally. PHB will pay for higher cost (i.e., out-of-town) training as necessary, but this is contingent upon budget availability and other management priorities. The Contract Manager will work with the manager-in-charge to request approval to attend training.

Chapter 2: Subrecipient Contract Cycle

Topic: Overview Of The Subrecipient Contract Cycle

Summary

The subrecipient contracting process at PHB is intensive and complicated. Although the majority of the bureau's subrecipient contracts are effective from July 1 through June 30th of the following year, the contract cycle is much longer – it begins in the Fall preceding the upcoming fiscal year and is not complete until November following the contract end date. The key phases are as follows, described in further detail in the rest of this chapter.

- Phase 1 – Budgeting
- Phase 2 – Contract Execution
- Phase 3 – Program & Budget Management
- Phase 4 – Completion

Chapter 2: The Subrecipient Contract Cycle

Topic: Budgeting Phase

Summary

PHB's budget is established as a part of the City's overall budget process whereby the City Council adopts a single comprehensive budget for the City at-large. Through this budget process, PHB allocates funding to individual programs and contracts.

Procedures & Key Information

Subrecipient Contract Budgets

As described above, PHB establishes its subrecipient contract budget for the upcoming fiscal year during the City of Portland's (currently annual) Budgeting Process. And while the exact process and timing may change, the overall process is largely the same from year to year. This "City Budget 101" provides a good overview (particularly on pages 20-24):

www.portlandonline.com/phb/index.cfm?c=49635&a=273382

As the "City Budget 101" document describes, the City's budget is not adopted (i.e., finalized) until June. Once this process is complete and PHB finalizes the subrecipient contract budget, the Finance & Accounting department provides team-specific "subrecipient contract budget spreadsheets" to the program teams that document the budget allocations.

Once the program manager-in-charge and the Contract Managers on a given team receive the subrecipient contract budget file, they are responsible for maintaining it. If they wish to make any amendments to the allocations of funds on the spreadsheet, they must:

- Submit a contract budget amendment form
 - This form is located on the PHB employee website at www.tinyurl.com/8rdjeow
 - It provides a description of key request details (e.g., agencies & funding sources involved, programmatic purpose) and approval from the manager and exec team member-in-charge
- Forward the request to the F&A department
- Update the subrecipient contract budget spreadsheet accordingly (and accurately)

It is also recommended that Contract Managers discuss any proposed budget amendments with the Finance & Accounting department in advance of completing the paperwork, so as to troubleshoot any potential issues in advance.

The Consolidated Plan & The Action Plan

HUD requires development of a "Consolidated Plan" (aka, "The Con Plan") that provides a comprehensive strategic plan that encompasses affordable housing, adequate infrastructure, fair housing, enhancement of civic design, vigorous economic development combined with human development and a continuum of care for helping the homeless. All allocations of CDBG, HOME and other federal funding must be consistent with the local priorities as established by the City's adopted Consolidated Plan.

The Con Plan is a five-year strategic plan that sets out a collaborative vision for community development in the Portland area, based on an analysis of the best available data about how well the

local housing market meets the needs of area residents. A consortium of the City of Portland, Multnomah County, and the City of Gresham develops the Consolidated Plan, with public input, and then HUD must approve it.

The Consolidated Plan places an emphasis on how federal funds distributed by the U.S. Department of Housing and Urban Development (HUD) will be used to meet the local demand from low- and moderate-income households for (1) affordable rental housing and home ownership opportunities; and (2) opportunities to build incomes and assets. The expenditure of federal funds on local strategies to end homelessness has become an increasingly important part of the Consolidated Plan, as economic conditions have pushed more area households into homelessness.

In addition to the Consolidated Plan, the members of the Consortium also publish annual Action Plans. The Action Plans describe how CDBG, HOME and other HUD HCD (Housing and Community Development) funds will be used in the coming year to carry out the strategies outlined in the Consolidated Plan.

The Contract Manager does not have a central role in developing the Con Plan or the Action Plan, but may need to assist other bureau personnel in development relative to the activities for which the Contract Manager has responsibility. This may include helping to update sections of the annual Action Plan, as well as the Consolidated Annual Performance and Evaluation Report (CAPER), which describes the results and benefits produced by the consortium as they implemented strategies to achieve the Consolidated Plan objectives.

Chapter 2: The Subrecipient Contract Cycle

Topic: Contract Execution Phase

Summary

Once PHB has established its subrecipient contract budget, Contract Managers will communicate funding levels, along with any key administrative or programmatic changes, to the subrecipient in a document called the “contractor letter”. After the subrecipient receives these contractor letters, Contract Managers begin in earnest the process of developing, negotiating and executing their subrecipient contracts.

For subrecipient contracts effective July 1 of the new fiscal year, Contract Managers will make every effort to execute these contracts by the end of August. Subrecipient needs, however, may accelerate this timeline. Since contracts cannot be executed until the budget is adopted by Council, this can put subrecipients in a position of working without an executed contract, and can create a time crunch for Contract Managers and a cash flow issue for subrecipients.

Procedures & Key Information

For more detail regarding the contractor letter, see the “The Contract/Contractor Letters” section of this manual.

For more detail regarding negotiation, development and execution of contracts, see the “The Contract/ Constructing the Contract” section of this manual.

Chapter 2: The Subrecipient Contract Cycle
Topic: Program & Budget Management Phase

Summary

At this point in the cycle, contracts have been executed and Contract Managers are focused on managing subrecipients to ensure programmatic success and compliance with applicable requirements. Contract managers are responsible for the programmatic and administrative tasks described below.

Procedures & Key Information

The following describes key program management procedures in this phase of subrecipient contract management:

- **Setups In HDS** – Contract managers are responsible for setting up the activities they manage in the HDS system. An activity is defined as any unique combination of program, funding source, budgetary functional area and/or Federal “matrix” code. Generally-speaking, setup involves defining who the subrecipient is, what funding is allocated, what services are to be delivered and what the measurable outcomes will be.

The HDS implementation team has developed an HDS User Guide for Contract Managers that provides technical guidance on these tasks. This document is available at:

www.portlandonline.com/phb/index.cfm?&c=58852

- **File Setup** – After a contract has been fully executed and set up in SAP, the Office Support Specialist creates a contract file for the Contract Manager. Historically, the contract, all invoices, back up documentation, correspondence, quarterly reports, and amendments are kept in the file. Current files are kept at or near the Contract Managers desk. Contract files from the previous fiscal year that just ended are stored in a central location at PHB. Contract files from earlier years are archived through the City’s Records Center. Retention schedules vary along business lines and funding sources.

The implementation of TRIM may impact the types of documents Contract Managers choose to maintain in a paper file.

- **Desk Reviews** – Contract managers are responsible for conducting a series of “desk review” exercises intended to assess the overall “health” of the subrecipient and to determine agency/program capacity to successfully perform contracted goals. Detailed procedure is described in the “Monitoring / Desk Reviews” section.
- **Performance Management** – Contract managers are responsible for managing the performance of their contracts over the course of the fiscal year. This includes review of invoices and performance reports, monitoring of correspondence and documentation of all changes to the contract. Detailed procedure is described in the “Monitoring / Performance Management” section.
- **On-Site Monitoring** – PHB policy requires Contract Managers and members of the Finance & Accounting team to conduct desk-based and on-site monitorings of subrecipient

performance and compliance each fiscal year. Policy and procedure described in the “Monitoring / Onsite Monitoring” section.

- **Contract Amendments** – If programmatic needs require it, the Contract Manager is responsible for executing amendments to the contract to change the contract budget, extend the contract period, revise the scope of services or reporting elements, or make other changes. Detailed procedure is described in the “The Contract / Amendments” section.

A Contract Manager’s main budget management tasks take place as a part of the City’s Budget Monitoring Process (aka “the BMP”). Two or three times per fiscal year following the adoption of the budget, bureaus submit to City Council a series of budgetary reports and requests in the Budget Monitoring Process. During the Winter and Spring BMP (or simply Spring if the City cancels the Winter BMP), the Contract Manager is responsible for the following (as situationally applicable):

- **Decision Package Reporting** – When a subrecipient receives funding provided by a budgetary decision package, the Contract Manager must provide the Finance & Accounting team with a status report regarding expenditure of funds and progress towards program goals. Prior BMP submissions can be viewed here for context:

portlandonline.com/phb/budget/

- **Budget Carryforward** – Sometimes referred to as “carryover”, in the Winter and Spring BMP the bureau may reduce budget in the current year so as to “reappropriate” the budget in the next fiscal year. This approach can serve a Contract Manager well by proactively managing a budget that appears unlikely to spend down by fiscal year end. Moreover, carryforward in the Winter and Spring BMP can be done with funds not yet contracted (as contrasted with “Encumbrance Carryover” in the Fall BMP.) The Contract Manager however needs executive team approval to carry forward budget.
- **Contract Projections** – During the Winter and Spring BMP, the Finance & Accounting team is responsible for conducting projections of expenses and revenues. The F&A team will contact Contract Managers for assistance regarding spend-down of subrecipient contract budgets. The Contract Managers are responsible for making educated projections regarding spend-down and providing that information to the F&A team. Contract managers should also consider during this exercise whether the carryforward of funds might be necessary.

Chapter 2: The Subrecipient Contract Cycle

Topic: Completion Phase

Summary

As the contract term expires, the Contract Manager has a number of responsibilities dealing with financial and programmatic finalization. These include ensuring the Finance & Accounting team receives final invoices by the established deadline; closing out the activity in HDS; and as necessary, working with the F & A team to provide decision package status updates and carry over unspent budget for encumbered contracts active into the new fiscal year.

Procedures & Key Information

As things progress toward the end of the contract period – typically June 30th, the end of the fiscal year – Contract Managers need to be aware of several key processes.

- **Fiscal Year-End** – The City’s fiscal year ends on June 30th. For a brief period following that date (i.e., less than 2 weeks) PHB is able to “accrue” expenses back to the prior fiscal year and reimburse subrecipients. Thus, PHB Finance & Accounting sets a very strict deadline for subrecipients to submit final invoices. This deadline is cited in the contract and the F&A team will remind CM’s of this deadline as the end of the fiscal year approaches.

As the end of the fiscal year approaches, Contract Managers must remind subrecipients of this deadline and serve as the front-line in enforcing it. Additionally, if the Contract Manager becomes aware the subrecipient will be unable to meet the deadline, the Contract Manager must notify the Finance & Accounting team. (This isn’t to say the notification will result in an exception.) Last, if the subrecipient does not meet the deadline and gives no advance notice to this effect, PHB reserves the right to refuse reimbursement.

- **Contract Closeout** – Contract managers are responsible for the closeout of contracts which includes completing all filing of any submitted reports and invoices, data entry of outcomes and/or beneficiary data into HDS, and completion of any required narrative sections of the CAPER.

The HDS implementation team has developed an HDS User Guide for Contract Managers that provides technical guidance on these tasks. This document is available at:

www.portlandonline.com/phb/index.cfm?&c=58852

PHB submits the Consolidated Annual Performance and Evaluation Report (CAPER) to HUD annually by September 30th. This report includes narrative descriptions of program accomplishments as well as subrecipient performance information that has been downloaded from HDS to IDIS. The bureau coordinator for CAPER development will notify contract managers what narrative descriptions are required. This process typically takes place in August and September following contract completion.

- **Fall Budget Monitoring Process (BMP)** – As described above in the “Program & Budget Management Phase” section, the BMP is the City’s primary budget reporting and amendment process. During the Fall BMP, the Contract Manager has responsibility for three things (as situationally applicable):

- **Encumbrance Carryover** – In the Fall BMP, bureaus have the opportunity to “carryover” unspent funds from the prior year if they were encumbered on June 30th and if the contract end date carried into the new fiscal year. In the case of annual contracts, the contract must have been extended by June 30th to meet this requirement. It is also very important to understand that unencumbered (i.e., uncontracted) funds cannot be carried forward using this process – in such cases, the Contract Manager must use the Carryforward process in the Winter or Spring BMP.
- **Decision Package Final Report-out** – When a subrecipient receives funding provided by a budgetary decision package, the Contract Manager must provide the Finance & Accounting team with a final status report regarding expenditure of funds and achievement of program goals. Prior BMP submissions can be viewed here to provide context – portlandonline.com/phb/budget/.
- **Performance Measures** – During the Fall BMP, PHB must provide a final tally of its budgetary performance measures. The Contract Manager *may* need to assist in this regard, though primary responsibility falls on the Business Analysis, Research and IT team.

Chapter 3: Contract Budget

Topic: Funding Sources

Summary

PHB has more funding sources than most City bureaus. These sources are described in the “Introduction / Funding Sources” section of this manual. Each funding source has unique requirements and limitations, and being cognizant of these aspects and accounting for them appropriately in an executed contract budget can set a good foundation and minimize issues over the life of the contract.

Procedures & Key Information

PHB establishes the majority of subrecipient contract budgets during the annual budget process. (See the “Subrecipient Contract Cycle/Budgeting Phase” section for more details.) Funding decisions are made based upon the resources available. These decisions will also attempt to take into account what the best funding source might be for the specific services to be contracted. Some of the considerations include:

- Which funding sources permit this kind of activity?
- Do limits exist for a particular funding source for this kind of activity?
 - For example, the CDBG grant does not allow recipients to use more than 15% of its funding on “public service” activities, such as homelessness prevention.
 - If limits do exist, is there room in this year’s budget given other activities that are already planned?
- What are the other demands on these funding sources? What is the priority of this activity vis-a-vis other activities according to the strategic plan and the bureau’s stated priorities for contracts?
- Does the funding source require a match from another source? Also, is PHB planning on funding part, or all, of the activity?
 - Whether or not it’s a match requirement, if the overall program budget includes sources beyond the PHB contribution, the program budget should show the total amount budgeted in a separate column from the PHB-funded portion. (See Exhibit A in Appendices B1 and B2 for examples.)
- What types of expenses will be incurred in carrying out this activity? Some expenses may not be permitted under some funding sources, but are permissible under others. For example:
 - Most of PHB’s funding sources permit personnel costs for program delivery, but limit the amount of administrative personnel costs they will cover
 - Some sources prohibit administrative activities such as fundraising.
 - For additional detail, see the “Contract Budget / Allowable Costs” section later in this chapter.

Once the funding source has been determined, the CM must remember that if there is more than one source, it must be separated on the budget breakdown exhibit in the contract and on the invoices the subrecipient submits to PHB to request reimbursement. (See Exhibit A in Appendix B1 for a sample budget breakdown. See Appendices E3 and E4 for sample invoices.)

Chapter 3: Contract Budget

Topic: Budget Format

Summary

For both contract renewals and requests for proposals, the Contract Manager will request a draft budget from the subrecipient for the services described in the contract. It is the CM's job to evaluate the budget for ineligible costs, reasonableness, and completeness.

Procedures & Key Information

The general steps for budget submission are as follows:

- Identify and/or determine the amounts and funding sources for the various activities contracted. Obtain necessary approval from manager-in-charge.
- Contracts will typically be one of two varieties. First and most common is the “renewal” variety, whereby PHB re-engages the subrecipient to provide a scope of services similar to those provided in the prior contract period. Second and less common are “competitively bid” contracts, whereby PHB conducts a Request for Proposals (RFP) to identify one or more subrecipients that will deliver a set of services.
 - **For Contract Renewals** – Send out a Contractor Letter to the subrecipient including the total expected contract amount, broken down by funding source and program as applicable. (More detail is available in the “The Contract / Contractor Letters” section.) In its response to this letter, the organization must submit (amongst other things) a budget breakdown. This budget shows each major expense category for the activity and is divided into two columns showing the PHB-funded portion of the activity and the total amount the organization plans to spend for it. (See budget format template in Appendix A7.)
 - **For Contracts To Bid Out** – The RFP should detail PHB expectations as to the budget format, as it will be up to the organizations that submit proposals to include draft budgets that meet the requirements described above for those activities.
- Once Contract Managers receive budget drafts from the subrecipients, the CM must evaluate the budget for the following:
 - **Allowable Costs** (See the “Contract Budget / Allowable Costs” section for more detail.)
 - **Cost reasonableness** – Do the costs seem to be in line with general accepted parameters for the type of service provided? For example, are personnel costs in line with the norms for the sector? Do any of the amounts stand out as being high? If so, the contract manager can address questions to the contractor, and if necessary, can involve PHB fiscal staff in the discussion.
 - **Completeness** – Does the budget have enough detail to make the determinations of (a) and (b) above? Is there anything not included that you feel should be? For example, if you are paying personnel costs, is there a benefits line item? If you are paying program costs, is there a metric there so you can judge reasonableness (e.g., a per-unit estimation)?

Another consideration in establishing budget format is funding source. Some funding sources – such as HOPWA – have very specific categories of activities that must be used in budget breakdowns. On the other end of the spectrum, the City General Fund does not have specific requirements regarding how to break down the budget, except for certain categories that are used as

service categories (called “functional areas” in SAP) and other categories that have become important politically (such as administration and personnel).

In general, when developing subrecipient program and budget details, the Contract Manager should:

- Review the standard PHB subrecipient contract budget template. [See Appendix A7.]
- Review relevant contracts from the recent past to get ideas. [See Appendices B1 through B5.]
- Take into account funding-source specific requirements that necessitate variations from the standard template.
- Use best judgment and consult with colleagues if the budget submitted by the subrecipient is problematic in any way.

Chapter 3: Contract Budget

Topic: Fiscal Compliance

Summary

The PHB Finance and Accounting team has responsibility for maintaining files that document that subrecipients are compliant with Federal requirements listed below:

- **A-133 audit requirements** – An A-133, also referred to as a “single audit”, is an organization-wide audit that includes both the entity's financial statements as well as its federal awards. Federal regulations stipulate an A-133 audit is required if an agency expends \$500,000 or more of Federal funds in the previous fiscal year. PHB must monitor A-133 Audit status of all subrecipients, including whether or not they are A-133 eligible.
- **Cost allocation plans** – PHB monitors whether or not subrecipients request indirect cost reimbursement in all contracts with PHB. This is a Federal requirement, but PHB requires it for all funding sources. In order to be eligible for indirect cost reimbursement, the subrecipient must provide either: a Federally approved indirect cost rate agreement; or an indirect cost allocation plan that PHB has reviewed and approved.
- **FFATA Subaward Reporting System (FSRS) and Central Contracting Registry (CCR) registration** – PHB monitors that all subrecipient contracts are FFATA (Federal Funding Accountability and Transparency Act) compliant for Federal sources of funds. The FFATA requirement applies only to the Federally-funded portion of a contract.

Procedures & Key Information

PHB Finance and Accounting has designed procedures for complying with the three fiscal requirements described above. These Federal requirements apply to PHB because it administers Federal grant money. The A-133 and cost allocation requirements apply to all contracts, whether federally funded or not. The procedures are as follows:

- The three compliance reporting requirements are combined in a single form letter called the “Combined Fiscal Compliance Letter”. [Sample found in Appendix A8.]
- The Contract Manager will include the Combined Fiscal Compliance Letter when sending out a “contract renewal letter” or an “RFP Proposal Acceptance Letter”. More detail is available in the “The Contract / Contractor Letters” section of this manual and at Appendix A, respectively.
- Subrecipients are required to complete the information requested in this letter and return it to the bureau. The letter contains F&A contact information, so the subrecipient may contact F&A staff directly if any questions arise.
- Letters may be returned by mail, faxed, or sent by email PDF attachment. Contract managers collect the completed forms and the completed A-133 audits from subrecipients and send them to F&A.
- The F&A team saves/archives the returned letters.
 - F&A tracks which subrecipient contractors are subject to A-133 audit requirements and whether the organization has turned in its completed A-133 audit.
 - F&A reviews all indirect cost allocation plans submitted to ensure they meet basic Federal standards. For Federally-approved indirect rate agreements, F&A simply documents that an approved plan is on file.
 - F&A reviews FFATA forms and then sends them to the Grants Office. As part of the FFATA process, the subrecipient must register with the CCR (Central

Contracting Registry) website as a government contractor and must have a Dun & Bradstreet (DUNS) number, a unique nine-digit identification number for each physical location of their business. Both are explained in the form and are easy for the organization to complete.

- The F&A team will follow up at intervals throughout the contract year on this process. The Contract Manager may need to:
 - Ask the organization for its most recent A-133 audit or audits from past years
 - Ask the organization for clarification or changes to be made to its indirect cost allocation plans, or updates about its process in getting a Federally approved indirect cost rate
 - Ask the organization to give more information on any one of the three forms if they were filled out incorrectly
 - Follow up with the organization if its audit findings were problematic and were directly related to a PHB funded activity
- The F&A team will provide Contract Managers with input about the organization based on their monitoring of these fiscal compliance requirements. This may include that:
 - The organization has some inaccuracy in its A-133 audit or in its Schedule of Expenditures of Federal Awards (SEFA)
 - The organization's A-133 audit identified concerns or findings, raising the risk associated with the subrecipient contract.
 - The organization had a "clean" audit and was designated low-risk
 - The organization's indirect cost plan is problematic for some reason and F&A needs the Contract Manager's assistance to work with the organization to modify the plan

Chapter: Contract Budget

Topic: Administrative / Indirect Costs

Summary

PHB's Finance and Accounting team has primary responsibility for collecting and maintaining information on all subrecipients' use of administrative and/or indirect costs. Contract managers are involved in the discussion of these issues. *Administrative cost* is a term that generally refers to those costs that are not specifically concerned with program or service delivery, while *indirect cost* refers to a mode of charging such costs, using a rate applied against program (i.e., direct) costs. Therefore, some subrecipients may charge administrative costs directly to a program, whereas others will use an indirect method to charge them. If there is an indirect method, PHB requires that the subrecipient provide a Cost Allocation Plan or Indirect Rate Agreement describing how the subrecipient arrives at its calculations of indirect costs.

Procedures & Key Information

Certain funding sources limit how much of a given source one may use for administrative activities. The percentage varies with the funding source.

- CDBG: 20% max per year but may be more or less for individual contracts
- HOME: 10%, used for TBRA only
- HOPWA: 7% of each subrecipient contract; 3% of overall grant for PHB program administration
- ESG: 3% of overall contract
- Other Federal grants: Usually 5% or less of overall contract
- TIF: Generally, PHB does not fund administrative expenses with this funding source

Each subrecipient must clearly designate administrative costs in their program budgets. Each subrecipient must also indicate on the cost allocation form (part B of the Combined Fiscal Compliance Letter) whether it will request reimbursement for indirect costs under their PHB contract.

The Contract Manager should:

- Send out the forms with the contractor letter. (See the "The Contract Document / Contractor Letters" section for more detail)
- Provide the letter to F&A if it is not directly returned to that team
- Be a liaison between the F&A team and the contract subrecipient if F&A thinks the cost allocation plan is missing or incomplete
- Ask F&A any questions he or she may have about the indirect cost portion of the contract, the substance of the submitted plan or rate agreement, or any other questions on the subject

Chapter 3: Contract Budget

Topic: Allowable Expenses

Summary

City policy prohibits certain types of expenses. These prohibitions do not apply exclusively to City funding sources, but rather to all funds PHB administers since they all flow through the City of Portland's financial structure. Federal sources have numerous restrictions as well. It is the responsibility of the Contract Manager primarily, and Finance & Accounting secondarily, to ensure the bureau does not reimburse a subrecipient for ineligible expenses.

Procedures & Key Information

The City of Portland employee website has a useful summary of ineligible costs at the following location – www.portlandonline.com/phb/index.cfm?c=52441&a=361816.

This document lists types of expenses and whether they are allowable for different classes of entities (i.e., local governments vs. non-profits vs. educational institutions). Contract Managers and members of the Finance & Accounting team must be familiar with this so as to minimize eligibility issues.

OMB Circular A-122 (“Cost Principles For Non-Profits”) is another useful resource. It describes in detail, amongst other things, what types of costs are allowable for non-profit organizations receiving Federal funds. This OMB circular is available at www.whitehouse.gov/omb/circulars_a122_2004/.

If a subrecipient contractor submits a reimbursement request for ineligible costs, follow these procedures

- **If an unallowable cost is identified prior to payment of the subrecipient invoice**, the Contract Manager will contact the organization, explain which costs are not allowable and request a corrected invoice that does not include reimbursement of those costs.
- **If the unallowable cost is discovered after an invoice has been paid**, the Contract Manager must direct the organization to subtract that amount from its next invoice.
- **If the unallowable cost has been reimbursed by PHB and the contract has ended**, the Contract Manager must direct the organization to repay that expense. If the contract was grant-funded, the F&A department will have to receipt the check and issue one of its own to the grantor (usually HUD).
 - In some past cases, PHB has elected to reimburse the granting agency without requiring repayment from the subrecipient organization because repayment was deemed too arduous for that organization. Such exceptions to the standard procedure are made only at the bureau director's discretion.

Contract Managers can best avoid these situations by carefully reading and understanding the terms of the grant agreements or other funding agreements that apply to the funding sources used by PHB. If there is a question not answered by this manual or other PHB resources, the Contract Manager should ask compliance and fiscal staff or his/her manager for guidance, preferably before a contract is finalized. When a cost is found to be ineligible, it can expose PHB to a substantial risk, since any repayment may come out of another finite source. The more Contract Managers are familiar with their funding sources, the less risk PHB incurs.

Chapter 4: The Contract Document

Topic: Overview

Summary

A subrecipient contract details the obligations and duties of the Subrecipient throughout the duration of the contract as well as governing the use of program income even after the end of the contract. Contracts are legally binding agreements. It is important for the Contract Manager to clearly articulate the responsibilities and expectations of the Subrecipient in the contract, as this is the measure by which monitoring, evaluation, and future funding will be determined.

Procedures & Key Information

See the following sections under “The Contract” chapter for detailed information.

Chapter 4: The Contract Document

Topic: Contractor Letters

Summary

A letter from the PHB Director to each subrecipient initiates the contracting process each year. The Contractor Letter includes the funds budgeted for each Subrecipient. The Contractor Letters are typically sent out late in the budget process; otherwise there is a possibility that the final budget numbers may change.

Procedures & Key Information

After the bureau has finalized the Contractor Letter, each Contract Manager is responsible for sending out the letters to their Subrecipients. This is generally done via email. Attachments may vary from year to year. Contract managers will receive all of the appropriate attachments.

Attachments include:

- **Contractor Proposal Format & Content** – This is a checklist of required proposal components including insurance certificate, EEO certification, and business license or exemption.
- **Contractor Proposal Cover Sheet** – This includes questions regarding cost reasonableness, program income, and subcontracts.
- **Contract Renewal Draft Contract** – This is an electronic version of the current year's contract for the Subrecipient to use as a template to update the coming year's contract.
- **Budget Proposal Worksheet**
- **Federal Compliance Letter** – This includes information on the A-133, the indirect cost allocation plan, and FFATA requirements.
- **PHB Guiding Principles of Equity and Social Justice**
- **Participant Demographic Report**

Sample contractor letter and attachments are included in Appendix A.

Contractors have approximately three weeks to complete and submit their annual proposal. Contractor proposals are a vital step in annual bureau processes. In the absence of an RFP, this serves as an application. This is essential for contractors receiving federal funds. As a government agency distributing federal funds, transparency and fairness are critical.

Chapter 4: The Contract Document

Topic: Constructing Subrecipient and Omnibus Contracts

Summary

PHB is moving toward standardization across contracts. Although there is a wide range of funded activities such as emergency shelters, homebuyer assistance, case management and lead remediation, the format of each contract is essentially the same. There are two basic contract templates – the basic *Subrecipient Contract* template and the *Omnibus Contract* template. The former is for a single contract-funded program, while the latter is used for multiple programs funded within a single contract. An Intergovernmental Agreement (IGA), a contract with another governmental entity, will follow the Omnibus format.

All contracts will contain the following:

- Scope of Services
- An Explanation of PHB’s Commitment to Equity Agenda
- Performance Measures/Outcomes/Outputs
- Reporting Requirements
- Compensation
- Boilerplate
- Signature Page
- Exhibits
 - Budget
 - Invoice template
 - Quarterly Report Form
 - Participant Demographics Report (only for subrecipients that do not use Servicepoint)
 - PHB Guiding Principles of Equity and Social Justice
 - Other exhibits as necessary

Procedures & Key Information

Contract Managers are responsible for working with subrecipients to draft the contract that will ultimately be executed between the City and the subrecipient. The Contract Manager should refer to the following resources in drafting the content of the various contract sections described above:

- Samples of previously-executed PHB contracts. [See Appendix B.]
- Prior year’s contract with subrecipient (if such exists)
- The entirety of the content of the Subrecipient Contract Management Manual

One exception to this process is the boilerplate section of the contract. The Contract Specialists in the F&A department will insert this language verbatim into the contract. The boilerplate language is discussed further below.

The following provides section-specific guidance in developing a subrecipient contract.

Scope of Services:

A well written scope of work can do more for the success of the contract than any other part of the contracting process. A good scope of work is clear, complete, and logical enough to be understood

by the subrecipient and the PHB personnel who will administer it. Because it describes the details of performance, it is the yardstick against which the subrecipient's performance is measured.

A scope of services sets forth requirements for performance of work to achieve program or project objectives. Since it defines the scope of work to be performed, its precision has a direct effect on efficient contract administration. This section must delineate the entire scope of services to be performed and specify all the tasks. The scope may also define how the job is to be accomplished. When objectives are not well described and defined, misunderstandings are likely. If a term could be misunderstood, the Contract Manager should include a definition so that both parties have the same frame of reference. The Contract Manager should avoid using words or phrases whose meaning is open to interpretation, such as "should" or "may". Ambiguous contract language can lead to unsatisfactory performance, delays, and increased costs.

Performance Measures:

Performance measures gauge the results of completed work, assist in defining whether subsequent changes are necessary to the original scope of services, and assist the Contract Manager in monitoring the progress of the work.

The Contract Manager should establish relevant and well-defined outputs and outcomes to measure contractor performance. It is important to distinguish between outputs and outcomes. In general, outputs are services the subrecipient provides to program participants, while outcomes measure the results of these services. A subrecipient may provide a homebuyer fair as an output, and the outcome might be that X number of households follow up with a homebuyer education class. Or an organization provides foreclosure prevention counseling to X number of clients (an output), and Y number of clients obtain permanent loan modifications and remain in their homes (an outcome). Most contracts list both outputs and outcomes.

See supplemental material in Appendix D.

Reporting Requirements:

Performance reporting is a system of planning and reporting that is oriented toward achieving results. Reporting is designed to help clarify program goals and directions; communicate the priorities of the organization and thus PHB; monitor progress and make continuous improvement; support budgeting and resource allocation decisions; and provide information to Commissioners, the public, media, and others about the work PHB funds. Most contracts require either monthly or quarterly reporting.

Reporting on performance is not an end in itself, but an important part of effective management and accountability. Reports on activities and achievements provide important information to allow for the best possible decision-making in the next planning cycle.

As part of PHB's Equity Agenda and to better support its strategic plan and budget PHB has refined its data collection and reporting systems. This has enhanced PHB's ability to work with data and to drive decision-making that supports PHB and community goals. Beginning in FY 12-13 every Subrecipient contract will include a new Participant Demographics Report. This new format is compatible with HMIS and aligns with what Multnomah County is asking of its contractors. The new report will allow for greater flexibility in reporting people who identify as multi-racial. In addition to PHB requirements, Subrecipients with federally-funded contracts will continue to collect racial and ethnic data according to federal guidelines.

PHB has developed equity access goals that are a vital tool in PHB's efforts to distribute resources to communities with the highest needs and the least historical access to those resources. Each Subrecipient will develop access goals by race and ethnicity to be incorporated into their contract.

See supplemental material in Appendix D.

Compensation:

The section on compensation should include: requirements for back-up documentation; time allotted for disbursement of funds; the amount of the contract; the frequency with which invoices shall be submitted; net payment terms (i.e., time allotted for disbursement of funds); process for requesting budget changes; and special instructions (e.g., whether funds may be used to purchase non-expendable personal property or equipment or how to handle program income). It should also include a provision that PHB reserves the right to withhold reimbursement for invoices if the subrecipient does not submit regular and timely reports (normally quarterly reports.)

The City of Portland's standard for net payment terms is 30 days. This means that an invoice will be paid 30 days after the close of the billing period or the date on the invoice. Invoices are due 15 days after the close of the billing period. June invoices, because of the end of fiscal year, are due sooner, typically 5-10 days after the end of the Fiscal Year. June invoice due dates are determined by the F&A department based on City requirements.

Boilerplate:

Contract Specialists add the boilerplate language to the draft contract based on the funding source. PHB currently has the following boilerplates:

- CDBG: Community Development Block Grant funds
- COUNTYGF: General Fund provided to Multnomah County
- EDIreg: Subrecipient agreement using EDI funds
- ESG: Emergency Solutions Grant funds
- GF: City of Portland General Fund
- HOME: HOME Entitlement funds
- HOPWA: Housing Opportunities for Persons with AIDS funds
- HOPWA Clark County: HOPWA funds provided to Clark County
- IGA GF: General Fund provided to another government agency
- LEAD: Lead Grant funds

The boilerplates can be found on the PHB shared directory at:

[K:\Operations\Finance\Contracts\Boilerplates\](#)

Contract Managers that need boilerplates for new funding sources, or would like to make changes to current boilerplates for specific Subrecipients, must work with the City Attorney's office and PHB compliance staff.

Signature Page:

Every contract must include a signature line for the City of Portland (either PHB Director or the Commissioner, if it exceeds \$100,000), Contractor and City Attorney. A signature line for City Auditor must be on all contracts exceeding \$100,000.

Exhibits:

PHB requires four contract exhibits (1) the contract budget, (2) a template for the invoice, (3) the Participant Demographics Report (if the subrecipient is not reporting data via Servicepoint) (4) PHB's Guiding Principles of Equity and Social Justice. For samples of these exhibits, see Appendices A7, B1-B5, A3 and A2, respectively.

The Contract Manager and the nature of the contract determine whether there are additional exhibits. Some common exhibits include: Quarterly and Year-End Progress Reports; a breakdown of personnel by FTE; HMIS specifications; and specific funding requirements such as the HOPWA Rent Calculation Sheet or the Lead-Based Paint Notification Documentation Form.

Chapter 4: The Contract Document

Topic: Ordinances

Summary

An Ordinance is a formal document by which the Council conducts its legislative, quasi-judicial and most administrative business. Once passed by City Council, ordinances hold the force of law. An ordinance is required when a subrecipient contract exceeds a \$100,000 threshold; contracts for less can be executed with the bureau director's signature.

Contract managers are responsible for drafting ordinances as necessary and for working with Business Operations staff to file the ordinance for City Council.

Procedures & Key Information

The City of Portland Auditor's office has developed a drafting manual for writing ordinances. This guide can be found on the Finance & Accounting section of the PHB employee website at:

www.tinyurl.com/92atgqd

Additionally, the PHB Finance & Accounting department has developed a "Drafting & Filing Council Documents" training. This resource is available at tinyurl.com/8jwtcqb.

Last, it is important to insert language into ordinances filed to execute subrecipient contracts that grants the bureau director the authority to execute changes up to 25% of the contract total. If unable to find this language, the Contract Manager should contact the F&A department for assistance.

Chapter 4: The Contract Document

Topic: Amendments

Summary

An amendment is a formal change to a subrecipient contract that has been fully executed. Amendments can add, remove, or update the terms of the contract, such as total compensation, scope of services, reporting requirements, or contract period. Contract managers are responsible for taking the lead in executing amendments whenever they are necessary (as described below).

Procedures & Key Information

The following applies to signature authority for contract amendments.

- **For contracts exceeding \$100k:**
 - Amendments increasing compensation by more than 25% require an ordinance be filed with City Council to execute the amendment.
 - Amendments increasing compensation up to 25% can be executed with the bureau director's signature (provided the original authorizing ordinance contains that provision).
- **For contracts up to \$100,000**, amendments increasing compensation can be executed with the bureau director's signature, unless total revised compensation exceeds \$100,000. In this case, the restrictions above apply.
- **All other contract amendments can be authorized by the Contract Manager.**

Keep in mind, however, that while the signature authority as described above varies in executing amendments, two other administrative processes remain unchanged – the budget amendment form process and the contract routing process.

- A budget amendment form is required for any change to contract compensation. See more detail in the “The Subrecipient Contract Cycle/Budgeting Phase” chapter.
- For any contract amendments that require authorization by the bureau director or the City Council, the contract routing process applies. Once the contract or amendment is finalized, it must be routed for review and approval by the Program Manager-in-charge, Executive Team member-in-charge, Finance & Accounting Manager, and Bureau Director

Sample contract amendments are included in Appendix C.

Chapter 5: Invoices (Requests for Payment)

Topic: Processing

Summary

In order to receive payment, subrecipients must submit invoices or “requests for payment” to the Contract Managers. It is the Contract Manager’s responsibility to review those invoices, work with the subrecipient to resolve any identified issues, and to take the first step in processing the invoices for payment. Barring any issues that delay processing, Contract Managers will process invoices within 2 business days of receipt.

Contract managers are authorized to approve subrecipient invoices for payment once the subrecipient contract is executed, assuming the invoice does not exceed the contract budget for any activities.

The Portland Housing Bureau funds subrecipient operations on a reimbursement basis only. Exceptions to this are made only at the bureau director’s discretion except as otherwise documented in this policy & procedure.

Procedures & Key Information

The subrecipient may send the signed invoice to the Contract Manager in one of three ways:

- Via email (as a PDF)
- Via fax
- Or as a hardcopy via US mail or other physical delivery method.

Subrecipients do not need to send the original hard copy invoice to PHB if they have already sent an electronic version. Once the invoice is received:

- The Contract Manager (CM) must verify that:
 - The invoices meet the city format requirements
 - Reimbursement is for costs eligible under the regulations of the specific funding source. (See “Introduction / Funding Sources” section and “Subrecipient Monitoring / Subrecipient Administrative Compliance Requirements” sections.)
 - Required backing documentation is received. (See “Invoice Format & Backing Documentation Requirements” section in this chapter.)

If the invoice does not meet the requirements above, the CM cannot process it for payment. The CM must contact the subrecipient and request any missing information and, if necessary, request a new, corrected invoice.

- Once the invoice is deemed satisfactory, the CM stamps a hard copy of the invoice with an invoice stamp, fills out the information required, and then initials it in the “Approved By” space. Stamps are available for each Contract Manager from a member of the PHB administrative team.
- CM will then make a copy of the invoice to maintain in the contract file until a contract specialist returns the original stamped invoice.

- The CM will then forward the hard copy invoice to a Contract Specialist (CS) on the Finance & Accounting team.
- The CS reviews the invoice for accuracy and then processes a “goods receipt” in SAP (the City’s financial management system). The CS then forwards the invoice to an accountant on the Finance & Accounting team.
- The Accountant then processes an “invoice receipt” in SAP. If the invoice is related to federal funding, then the Accountant I gives the invoice to the Grants Analyst, who submits the invoice as part of a billing so that PHB can be reimbursed by the grantor.
- The F&A team then returns the invoice to the Contract Manager.

The following information pertains to the timing of reimbursement:

- The city operates on a 30 day billing cycle, and will not pay an invoice until 30 days after the end of the invoice billing period. (See the section on “Invoice Submission Issues” for a definition of billing period.)
- An exception to this rule is when the invoice includes funds needed at escrow for closing. To enable expedited payment, the Contract Manager must write a provision for immediate disbursement into the “Compensation and Method of Payment” section of the contract. This can be as simple as: “The City will process invoices for immediate payment.”
- If the subrecipient desires, a representative from the subrecipient may pick up the check from the office of the auditor on the ground floor of City Hall in lieu of having it mailed. The Contract Manager must arrange this in advance by notifying the PHB accountant prior to processing. The check is usually available at the auditor’s office the day after the City check run (when checks are printed). The auditor’s office will call the PHB accountant when it is ready, who will then call the subrecipient.

Chapter 5: Invoices (Requests for Payment)

Topic: Invoice Format & Backing Documentation Requirements

Summary

Subrecipient contractors will submit invoices that follow the standard PHB subrecipient invoice format. Exceptions to this can be made only if the funding source requires a modification to the format, or if the subrecipient makes a compelling argument for an alteration to the format.

Procedures & Key Information

See the standard template of the PHB invoice (“request for payment”) form that each Contract Manager adapts and inserts into the original contract with the subrecipient or contractor.

For administrative ease, the Contract Manager should separate line items on the invoice by funding source and clearly indicate the funding source used. For example, for a contract receiving CDBG and General Fund, the subrecipient would:

- List all line items using CDBG, and include a subtotal
- List all line items using General Fund, with a subtotal
- Include a grand total with the sum of both funding sources.

Invoices are generally labeled Exhibit B in the contract because they follow the budget in Exhibit A, and need to be based on it. The invoice should consolidate individual budget line items into the following general categories:

- **Personnel** – Salary & benefits associated with direct program activity
- **Operating Expenses** – Non-personnel expenses associated with direct program delivery
- **Administrative Expenses** – Personnel & non-personnel expenses billed
- **Client Assistance** – Funds passed through subrecipient directly to clients

PHB does not require all subrecipients to submit backing documentation along with the invoice. However, contract managers may require financial or programmatic documentation be submitted along with the invoice. These requirements may be spelled out in the contract or the CM may request it on an ad hoc basis. Additionally, subrecipients must maintain files that comply with Federal requirements. (See “Subrecipient Monitoring / Subrecipient Administrative Compliance Requirements” section for more detail.)

Chapter 5: Invoices (Requests for Payment)

Topic: Invoice Submission Issues

Summary

There are numerous issues that can delay invoice payment to a subrecipient agency. The City's Central Financing and Accounting will typically not process invoices that deviate from the prescriptions stated below. Aberrations may also raise concerns for auditors.

The PHB Finance & Accounting team reserves the right to suspend processing of an invoice until issues of the nature described below are resolved.

Procedures & Key Information

The Contract Manager must work with the subrecipient employees to ensure they understand how to correctly prepare invoices. A checklist is included as Appendix J to assist subrecipients and contractors. The following are the basic requirements:

- **Letterhead:** The invoice must be printed on letterhead, and that letterhead must include contact information for the subrecipient or contractor.
- **The Contract Number:** The number must be printed clearly on the invoice.
- **The Math:** The line items must add up to the correct totals, and the *Billed Year to Date* and *Balance* amounts must be accurate. Contract managers may wish to maintain their own spreadsheets tracking subrecipient expenditures, as this can save time and avoid confusion.
- **Signatures:** Two signatures are required. Both the person who prepares the invoice and a *different* person who authorizes the invoice must sign and date each invoice.
- **Reimbursement:** The city will only reimburse organizations for eligible contract costs; it will not make advances to cover expenses yet to be incurred or paid. (The only exception to this rule is when contract funds are needed in escrow for closing on a property – see the “Invoices/Invoice Format” section for detail.)
- **Contract Grant Period:** This is the period of time during which the contract is valid, usually based on the city fiscal year, July 1 through June 30 of the following year. The City will not pay for expenses incurred outside this period. PHB also requires final invoices be received by the deadline defined in the subrecipient contract.
- **Invoice Billing Period:** This period – typically a calendar month or quarter of a fiscal year – marks the period for which the subrecipient is billing PHB. The subrecipient will include only those expenses it recorded in its financial system during that period. For example, services rendered to the subrecipient in July but not paid by the subrecipient until August would be included with the August billing. The City will pay the invoice only if the billing period has ended, and it falls within the contract grant period.
- **Funding Source:** Funding sources must be clearly and accurately indicated on subrecipient invoices. If these are inaccurate, the Contract Manager must request a corrected invoice from the subrecipient. It is unacceptable for the CM to correct the funding sources on the invoice on the Subrecipient's behalf.
- **Eligibility:** If the CM determines costs billed by the subrecipient are ineligible, the CM will contact the organization, explain which costs are not allowable and request a corrected invoice that excludes the ineligible costs. (See “Contract Budget / Allowable Expenses” section for more detail.)

- **Backing Documentation:** Backing documentation must meet requirements defined in the contract. See “Invoice Format & Backing Documentation Requirements” section in this chapter.
- **Deliverables:** The CM may refuse to process the invoice if the subrecipient does not submit regular and timely progress reports as required by the contract if this provision is included in the contract. (See the “The Contract Document / Constructing Subrecipient and Omnibus Contracts” for more detail.)

Chapter 6: Subrecipient Monitoring
Topic: Overview of the Monitoring Process

Summary

Contract monitoring is an important responsibility of the Contract Manager. Monitoring helps to ensure that public funds are being managed and spent on the activities and services for which they are intended. It also assists in ensuring subrecipients (and by extension PHB) are maintaining compliance with Federal requirements. The programs funded by PHB are expected to meet certain standards in providing services to benefit specific individuals, groups and/or communities. Contract monitoring is a useful method of determining the extent to which this is actually happening.

In addition to ensuring compliance, monitoring also helps Contract Managers to:

- Become familiar with the agency, its programs and staff;
- Understand the intent of the services in relationship to the population(s) being served;
- Identify areas of strengths and challenges in the contracted program(s), and offer technical assistance when needed; and
- Foster open, on-going communication with subrecipients to support effective programming and financial management.

PHB has a variety of funding sources, many of which have unique monitoring requirements. In developing a monitoring plan, the requirements of the appropriate funding source(s) guide many of the specific items will be reviewed. Monitoring guidelines for federal funding sources (e.g., CDBG, ESG, HOME) are found in the “Community Planning and Development Monitoring Handbook” at the following location -- www.hud.gov/offices/cpd/library/monitoring/handbook.cfm. These resources were developed by HUD for its own staff’s monitoring processes, and as such, serve as excellent guides for PHB monitoring activities.

The time required to monitor a contract varies greatly and depends on several factors, including: the source(s) of funding, dollar amount of contract, types of programs and activities funded, and past performance history with PHB. The following table summarizes the three main components performed by the Contract Manager in the contract monitoring process.

Monitoring Component	Description	Frequency
Desk Monitoring/ Risk Assessment	A compilation of monitoring forms that assess the contractor’s overall capacity to successfully carry out contracted services. Contractors are given a numeric “risk” value, which determines if an on-site monitoring visit is warranted.	Annually, preferably within the first 6 months of contract start date
Performance Review	A review of the contractor’s program reports, financial invoices and correspondences (phone, email, in-person meetings), to determine whether the program is on track with meeting its goals and expenditures.	Conducted quarterly (program reports), monthly (financial invoices) or more frequently based on need
On-Site Monitoring	A scheduled visit at the subrecipient’s agency site, involving an in-depth review of program documents and processes, staff interviews, financial document review and follow-up to any concerns or findings. The goal of the on-site monitoring is to ensure that subrecipients are performing program activities and spending funds in compliance with the contract. The on-site monitoring also provides the opportunity to address more serious issues that have been previously identified, and engage contractors more fully in discussing and resolving problem areas.	Minimum of once every four years; more frequently if necessitated by risk assessment

A description of each of these components is provided in the following pages, which includes links to useful document forms and templates.

Chapter 6: Subrecipient Monitoring

Topic: Subrecipient Administrative Compliance Requirements

Summary

PHB's federal funding sources require the bureau and the bureau's subrecipients to comply with numerous requirements in the administration of federally-funded programs. Failure to comply can result in repayment of funds, audit findings and loss of future federal funding. This section is not a comprehensive detailing of compliance requirements; rather, it focuses on some of the key administrative compliance requirements that pertain to subrecipients.

Procedures & Key Information

CDBG Administrative Systems

The *Playing By The Rules* training manual provides detailed descriptions of the administrative requirements subrecipients must meet in administering CDBG activities. That manual is on the PHB employee website at tinyurl.com/9p6shww. The following briefly describes some chief requirements that apply to PHB's subrecipients.

- **Internal Controls** – Maintain procedures, specified job responsibilities, qualified personnel, and records that together create accountability in an organization's financial system and safeguard its cash, property, and other assets.
- **Accounting Records** – Have accounting records that adequately identify the sources and application funds.
- **Allowable Costs** – Ensure all costs incurred as a part of financed activities are necessary, reasonable, and directly related to the grant; authorized by the grantee (i.e., PHB) via the contract budget; and compliant with OMB circulars A-87 and A-122 (as applicable to you're the subrecipient)
- **Financial Reporting** – Generate reporting that is accurate, timely, current, and represents complete disclosure of the financial activity and status of funds.
- **Source Documentation** – Retain source documentation backing financial transactions as per Federal requirements.
- **Procurement** – Meet federal requirements ensuring that supplies, equipment, construction and other services acquired with Federal funds are obtained as efficiently and economically as possible and procured in a manner that provides open and free competition.
- **File Maintenance** – Maintain administrative, financial and project files that comply with requirements, such as beneficiary demographic documentation and file retention schedule.
- **Program Income** – Follow requirements for using, reporting and returning program income generated by activities funded by CDBG.
- **Audits** – Fulfill requirements for audit processes that ensure that agencies administer federal funds “efficiently, economically and effectively to achieve the purposes for which the resources were furnished.”

Cost Principles

The subrecipients with which PHB works are typically non-profit organizations or local governmental agencies. The Office of Management and budget (OMB) has established principles for determining allowable costs of programs administered by agencies under grants or contracts from the federal government. The principles are designed to provide the basis for a uniform

approach to determining costs and to promote efficiency. These principles vary depending upon the nature of the organization. They are detailed in the following documents

- **For Non-Profits** – OMB Circular A-122, "Costs Principles for Non-Profit Organizations"
- **For Local Governments** – OMB Circular A-87, "Cost Principles for State and Local Governments"

In addition, the following document summarizes whether particular varieties of costs are allowable or not under Federal guidelines – tinyurl.com/99svv45.

Chapter 6: Subrecipient Monitoring

Topic: Desk Reviews

Summary

The Contract Manager will conduct various “desk review” activities to assess the overall “health” of the contractor and determine agency/program capacity to successfully perform contracted goals. This process assigns a numeric “risk” value that determines if an on-site monitoring visit is warranted. The required deadlines for these various desk reviews are detailed below.

Procedures & Key Information

The Contract Manager uses the following forms in the course of desk reviews of subrecipient contracts over the course of the fiscal year. They are included in this manual as Appendix I.

Job Tool	Description of Purpose	When To Complete
Contract File Checklist	Provides a summary confirming that all of the required compliance documentation associated with the contract is complete and contained in the contractor file.	Over course of contract period to track key info & events
Cost Reasonableness Checklist	Provides questions about the costs associated with the contract, whether the contractor has a balanced budget and confirms that contracted costs are eligible under the guidelines of the funding source.	Prior to execution of contract
Risk Assessment Checklist	Assesses the contractor with a “risk score” based on a series of questions to determine level of adherence to program and financial requirements. A score of 5 or higher constitutes a “high risk” and results in the scheduling of an on-site monitoring visit.	Within 4 months of contract effective date
Desk Monitoring Checklist	Assesses the contractor’s timeliness in submitting program reports and financial invoices, progress with meeting contracted goals, compliance with financial requirements and identification of past or current issues or concerns.	Within 6 months of contract effective date
Fiscal Monitoring Checklist	Assesses the contractor’s compliance in several financial areas, including budget, personnel and program expenditures, invoices and accounting records.	By end of fiscal year

As the Contract Manager completes these documents, it provides a sense of the risk associated with the subrecipient contract, which then guides the Contract Manager in conducting any further necessary monitoring actions.

Chapter 6: Subrecipient Monitoring

Topic: Performance Management

Summary

The Contract Manager is responsible for reviewing the program reports, financial invoices and on-going email communication submitted by contractors. Program reports are typically submitted and reviewed on a quarterly basis and financial invoices are typically submitted and reviewed on a monthly basis. These reports show the extent to which the subrecipient is meeting its contractual goals and objectives and may be used to identify issues related to performance that require further consideration or action by the Contract Manager.

Contract Managers also maintain regular communication with contractors via email or phone regarding the program. This ongoing correspondence helps to ensure the Contractor Manager understands the scope of the program and its highlights, challenges and opportunities for improvement/growth. Refer to the “The Contract / Amendments” section of this manual concerning when an amendment is required and what approvals are necessary. The Contract Manager should keep written documentation of any program or financial changes made to the contract that deviate from the original contract.

Procedures & Key Information

The Contract Manager is responsible for the following:

- **Review program reports:** PHB requires contractors to submit reports on the progress and use of contracted funds. Typically these reports are submitted quarterly and show the outputs and outcomes achieved in the given time period, the program’s progress towards annual goals, highlights of the program, and challenges/problems encountered. The Contract Manager reviews the report to determine whether the contractor’s performance is meeting expected targets. Additionally, the report will flag any issues that need to be addressed, which may result in changes to the contracted scope of work or funded amounts. A sample program report can be found in Appendix K.
- **Review financial invoices:** PHB requires contractors to submit financial invoices to receive reimbursement for performed activities. Typically these invoices are submitted monthly and show the expended funds broken out by budget line items (e.g. personnel, operating costs.) Contractors will also include back-up documentation, such as a copy of a financial report, to support the expended amounts. The Contract Manager reviews the invoice to determine whether the contractor’s expenditures are in compliance with the contracted activities and amounts, and will flag any financial issues that need to be addressed. For additional detail, see the “Invoices (Requests for Payment)” chapter.
- **Monitor on-going correspondences:** The Contract Manager monitors correspondences received and sent to contractors regarding program performance and budget expenditures, including questions or requests that may be submitted by contractors throughout the fiscal year. Contract Managers should foster and maintain positive and open relationships with contractors to facilitate effective communication about issues and mutual problem-solving.
- **Document changes to contract:** The Contract Manager will maintain careful written documentation of contract changes, whether programmatic or financial. This includes saving copies of amendments, budget adjustments, and email correspondences that describe

the agreed upon change, any required approvals and any associated background information supporting the change. Paper files are maintained for contractors executed prior to June 30, 2012.

Chapter 6: Subrecipient Monitoring

Topic: On-Site Monitoring

Summary

PHB's policy is to monitor 25% of the bureau's subrecipient contractors each fiscal year. By and large, this results in a subrecipient monitoring of each contractor a minimum of once every four years. An on-site visit may also be required when a contractor is identified as being "high risk" based on one of the following factors:

- Had *findings* or *concerns* in the past
- Submitted incomplete or late reports, or missing reports
- Did not meet performance goals
- Experienced staffing changes
- Mismanaged funds or demonstrated other attributes of financial concern
- Other items that may indicate a need for monitoring

PHB prioritizes a consolidated approach to monitoring and encourages staff from program, financial and technical departments to work together to plan a single monitoring visit. This approach maximizes the time and staffing efficiencies for both contractor agencies and PHB.

Monitoring visits serve several important purposes that benefit both PHB and the subrecipient. The site visit allows for better recognition of a program's effectiveness and impact by giving the Contract Manager and PHB staff a deeper understanding of contracted activities. Monitoring visits also help identify any practices not allowed under the contract provisions and/or any procedures that need to be implemented that are not being performed. On-site monitoring includes program, financial and technical reviews performed by the Contract Manager and PHB fiscal and data staff. During the visit, the Contract Manager reviews the progress, policies and procedures related to the program and performance of the funded activities. PHB fiscal staff look at the organization's financial records related to the contracted activities and the general financial health of the organization, including timesheets, expenditures and other records.

At the conclusion of the visit, the Contract Manager prepares a written summary, usually in the form of a letter. The summary will: describe the areas monitored, indicate if any "concerns" or "findings" where found, and provide recommend and/or required actions for contractor follow-up.

Procedures & Key Information

Once a contractor has been identified for an on-site monitoring visit, the Contract Manager follows these steps to plan and conduct the visit. (Note: the PHB fiscal team has a separate procedure documented for the fiscal portion of subrecipient monitoring. It is located in the PHB Policy folder on the Network Drive at [K:\Operations\Portland Housing Bureau\PHB Forms and Policies\PHB Policies\Finance & Accounting\](#)).

- **Schedule a date/Send out confirmation letter** – The Contract Manager contacts the contractor to schedule a date that works for both parties. The Contract Manager then sends a written notice one month in advance of the visit date, which allows the contractor time to prepare for the visit and assemble the required staff members who need to attend. The average length of time for a visit is three to six hours, depending on the size of the

contracted programs and funded activities. A sample copy of an Introductory Letter can be found at Appendix G.

- **Compile list of requested program and financial documents to review** – The Contract Manager coordinates with PHB fiscal and data staff to assemble a list of requested documents for the monitoring visit. The number and type of documents to be reviewed depends on the funding source(s) of the program(s). It is advantageous for some items to be received and reviewed prior to the monitoring visit. Other items can be reviewed on-site at the time of the monitoring visit. The Contract Manager determines what materials and documents to request. The lists below provide examples:

Items to request and receive prior to visit:

- Copies of any policy and procedure documents that guide overall operations of agency's City-funded programs, including:
 - Admission criteria/program eligibility guidelines
 - Referral procedures
 - Policies and procedures regarding documentation of client services
 - How client feedback is incorporated into program development and operations
 - Any program-specific rules or policies communicated to clients, including: client rights and responsibilities, client termination or exclusion policies and procedures and/or client grievance policies and procedures
 - Any other program-specific policies and procedures
- Any written policies and procedures guiding general staff conduct and conditions of employment (e.g. employee handbook, code of conduct, etc.)
- Copies of current job descriptions for PHB-funded employees for the Senior Housing program

Items to request to be available on the day of the visit:

A sample of client files from the fiscal year

Oral description and/or written documentation for any procedures used by the organization to verify data quality and completeness of program data entry into Service Point.

Visual inspection of any non-disposable equipment purchased with City-funds (if applicable)

In addition to the above items, the PHB fiscal staff will include a set of documents to review at the time of the visit, including invoices, financial statements, financial policies and procedures, indirect cost allocation plan and chart of accounts documentation.

The Contract Manager will notify the subrecipient of the request about one to two weeks in advance of the actual visit in the form of an email and/or letter. A sample of an email requesting documents for a monitoring visit is included as Appendix H.

- **Conduct On-Site Visit** – The Contract Manager conducts the on-site monitoring visit with support from PHB fiscal and data staff as appropriate. At a minimum, the visit should include the following:
 - Welcome and introductions
 - Brief review of the plan for the monitoring visit
 - Review of client files
 - Review of progress reports
 - Review of program information and requested documents
 - Interview of key program staff
 - Visual inspection of program office(s)
 - Asking questions about the program and/or reporting
 - Closing of the monitoring visit

During the visit, the Contract Manager and PHB staff will talk with key program and financial staff to determine whether PHB funds are being used to carry out the contracted activities and outcomes. Additionally, PHB staff will review program and financial documents and processes to identify potential findings and concerns.

- *Findings* are defined as direct violations to applicable regulations or contract conditions, and require immediate action to correct.
 - *Concerns* are defined as issues that may pose challenges to performance and/or items that could be added to enhance performance of a particular program(s), in which recommended actions are provided.
- **Follow-up Letter** – Results of a monitoring visit are summarized and communicated to the Subrecipient in a letter. The Contract Manager drafts the letter with help from the other staff members who participated in the monitoring. The monitoring letter typically includes: acknowledgement of positive aspects of the program and/or agency, and description of findings or concerns, along with recommended or required action(s) and a timeline for completing the action(s). Following up on concerns and findings, including communication with appropriate management or fiscal staff, is the responsibility of the Contract Manager. A sample follow-up letter that includes both concerns and findings can be found in Appendix L.

If there were no findings or concerns identified, the Contract Manager can skip this step and the next step and proceed to the Closing Letter.

- **Work with contractor on response to monitoring visit** – The Contract Manager works with the Subrecipient to address any concerns or findings identified in the monitoring visit. The amount of time required to resolve the issue(s) will be based on several factors, including but not limited to: type of concern/finding, source of funding and severity of concern/finding.

- **Send closing letter** – Once all concerns and findings have been addressed or resolved, the Contract Manager prepares a final closing letter to summarize the completed Subrecipient monitoring. The letter will include a description of items covered at the monitoring visit, highlights and positive aspects of the monitoring, concerns and findings, actions taken and timeline for implementing changes (if action will occur in the future). A sample follow-up letter that includes both concerns and findings can be found in Appendix F.



CITY OF
PORTLAND, OREGON
PORTLAND HOUSING BUREAU

Nick Fish, Commissioner
Traci Manning, Director
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Portland OR 97204
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www.portlandonline.com/PHB

Appendix A1 – Contractor Letter

May 31, 2012

Re: FY 2012-13 PHB Proposed Contract and Budget Process

To: **Name**
Organization
Street Address
City, State Zip

Dear **Name**:

This letter covers three important topics:

- Year-end billing requirements for your current contracts;
- Time-sensitive budget information concerning FY 2012-13 contracts;
- Introduction to contractual changes to align with PHB's Equity Agenda.

1. Year-End Billings and Closeout

The City's 2011-12 fiscal year ends June 30, 2012. The deadline for submitting your final bill for the current fiscal year is **MONDAY, July 9, 2012, 5:00 PM**. PHB must receive billings on time in order to include all fiscal year expenditures in the year-end closeout and audit. Even if your contract is extended into the 2012-13 fiscal year, you still need to meet the July 9 deadline for all 2011-12 expenses.

2. Beginning the Process for Completing Contracts

We look forward to contracting with you, our community partner, to provide quality housing and effective, culturally competent services to low-income Portland residents for the coming year.

The table below lists *preliminary* financial information for the contract you oversee, based on our current budget information. Please visit www.tinyurl.com/dyka4s for the most current City Council budget schedule. Final amounts will be confirmed by your contract manager as soon as PHB has them.

Contract Manager	Phone	Email
Name	Number	Email Address

Program Title	Budgeted Amount	Fund Source
Program Title	\$0.00	
Program Title	\$0.00	
Contract Total	\$0.00	

Please complete the following attachments and return them to your contract manager no later than June 22nd, 2012, close of business. Late submissions may result in delayed processing of your contract, delayed payments and/or a potential reduction or loss of funding. Contact your PHB contract manager well in advance of the deadline if there are significant reasons why you are unable to submit all required documents on time.

3. Introduction to Contract Changes Aligned to PHB’s Equity Agenda

PHB has launched our equity agenda. On May 17th we held a meeting with all of our contractors where we introduced three changes that will be included in every contract.

A. PHB’s Guiding Principles on Equity and Social Justice

PHB’s Guiding Principles were developed from input from community members and in collaboration with our equity business plan consultant. They build on the work of PHB’s equity and diversity council who developed our Statement on Equity and Social Justice.

The Guiding Principles are the next iteration of that document. The purpose of the Guiding Principles is to clearly communicate PHB’s Equity and Social Justice values that we hold for ourselves and to set expectations for our partners. (See attached.)

The Guiding Principles will become part of every communication and public document published and utilized by PHB starting with our contracts in FY 2012-13.

B. New Participant Demographics Report

As part of PHB’s Equity Agenda and to better support our strategic plan and budget we are working to refine our data collection and reporting systems. This will enhance our ability to work with data and to drive decision-making that supports PHB and community goals.

Beginning in FY 2012-13 every sub recipient contract will include a new **Participant Demographics Report**. (See attached.) The report form is provided here and as an exhibit to the contract for reference. This new format is compatible with HMIS (Service Point), and aligns with what Multnomah County is asking of its contractors.

The new report will allow for greater flexibility in reporting people who identify as multi-racial and includes clear instructions on how to report the people you serve.

C. Goal Setting Process

PHB has initiated the inclusion of equity access goals across all of its business lines and program areas. Equity goals are a vital tool in PHB's efforts to distribute PHB resources to communities with the highest needs and the least historical access to those resources.

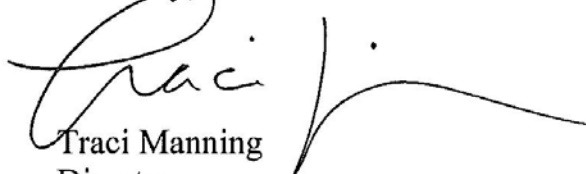
To set individual contract access goals, we are asking all of our contractors to do the following:

- Review your organizations' service levels by race and ethnicity for the last fiscal year.
- Share with PHB any work your organization is undertaking to support equity and inclusion by responding to the questions in Section 8 *Diversity and Equity*, of the Contractor Proposal Cover Sheet.
- Develop access goals for FY 2012-13 by race and ethnicity to be incorporated into your contract by the end of the first quarter.

Together, your City Contract managers, PHB Program Managers, and PHB Leadership team will evaluate the proposed goals across programs and work closely with your agency to establish goals put in place by the end of the first quarter in FY 2012-2013.

We look forward to partnering with you in the months and years ahead to advance greater equity in housing in our communities.

Sincerely,



Traci Manning
Director

Encl

DRAFT **PHB Guiding Principles of Equity and Social Justice** ***DRAFT***

Equity is defined as: All residents from Portland's diverse and multicultural communities have access to the opportunities and resources they need to attain their full potential.

PHB will work towards eliminating housing barriers of all kinds, but we must recognize Oregon's history of housing discrimination and social injustice and address current-day disparities in access to the resources, programs and opportunities experienced by communities of color. In Portland, people of color experience racism and encounter barriers to stable housing and housing resources at much higher rates than their White counterparts. This leads to more people of color experiencing unsafe living conditions with less access to public goods, services and resources.

PHB will ensure equity by applying these **Guiding Principles of Equity and Social Justice** when developing policies and organizational priorities, and when making financial investment decisions.

PHB will:

- Seek and learn from the guidance and knowledge of others in pursuit of our equity goals.
- Strengthen and develop community relationships and engagement for shared success.
- Honor and encourage relationships of trust among partners who serve communities of color, other service providers, project developers, and contractors
- Make policy and operational decisions using an equity lens.
- Develop and communicate equity commitments.
- Use equity achievements to influence decision making.
- Leverage the work of other organizations effectively addressing equity.
- Provide leadership and support to stakeholders related to equity.
- Define, measure and publish results.

Participant Demographics Report

Complete a copy of this report for each of the different programs/projects funded under this contract.

Choose one of the following categories: individuals or households, and enter all info based on that category. The #'s below are based on:

Individuals **OR** **Heads of Households** *(the Head of Household is the person in the household with the largest income).*

Please make sure that totals of each category below match.

Total Number of Individuals or Households: _____

1. Gender

Gender	Total This Quarter	Total Year-To-Date
Male		
Female		
Total		

2. Race or Origin

Purpose and Instructions: This section reports data on the race or origin of your clients. To ensure that accuracy exists, and to ensure that no one needs to enter the identity of “other” we ask that you define identity as specifically as you can. We do not include a “multiracial” category and instead ask that individuals of more than one race be included in each of the races specified. This will cause the race in combination categories to sum to more than the population count.

2a. Race and Origin (PHB)

Race (Required)	Total This Quarter	Total Year-To-Date
African immigrant or refugee		
Asian		
Black/African American		
Latino/Hispanic		
Middle Eastern		
Native American/Alaskan Native		
Native Hawaiian		
Pacific Islander		
Slavic		
White		
Declined to answer		
Total		

2b. Race and Origin (HUD)

Purpose and Instructions: This section reports data on the race and ethnicity of your clients to the Department of Housing and Urban Development (HUD). The HUD database requires that clients be singly identified in the categories below.

Race (Required)	Non-Hispanic This Quarter	Non-Hispanic Year-To-Date	Hispanic This Quarter	Hispanic Year-To-Date	Total This Quarter	Total Year-To-Date
White						
Black/African American						
Asian						
American Indian/Alaskan Native						
Native Hawaiian/Other Pacific Islander						
American Indian/Alaskan Native & White						
Asian & White						
Black/African American & White						
American Indian/Alaskan Native, White & African American/Black						
Other						
Total*						

*Total should add up to the total people or households served

3. Income

Income (Required)	Total This Quarter	Total Year-To-Date
Over 80% of MFI		
(Moderate Income) 51-80% of MFI		
(Low) 31%-50% of MFI		
(Extremely Low) 0%-30% of MFI		
<i>Total Low/Moderate Income</i>		
Total*		

*Total should add up to the total people served

4. Residence

Residence	Total This Quarter	Total Year-To-Date
NE Portland		
SE Portland		
NW Portland		
SW Portland		
N Portland		
Other		
Total		

5. Other

Other	Total This Quarter	Total Year-To-Date
Female Head of Household (Required)		
Elderly Head of Household (Over 65)		
Disabled/Special Needs		

Proposals should be clear and concise and address all items on the proposal cover sheet. If an item is not applicable, mark the response “N/A”. PHB is not responsible for any expenses incurred in the preparation of the proposal or worksheets.

Each proposal must include the following information in the order listed below:

- A completed Contractor Proposal Cover sheet (see attached).
- If this is a renewal, include the “Draft Contract” (see attached) with revisions for FY 2012-13.
- Current insurance certificate.
- Workers Compensation certificate.
- Auto Liability Insurance or memo stating auto will not be used.
- EEO expiration date, City website for more information, www.portlandonline.com/omf/index.cfm?c=45665&
- Business license number or exemption, City website to apply: www.portlandonline.com/omf/index.cfm?c=27353&a=158119
- A completed Budget Proposal worksheet (see attached). Include additional attachments as necessary.
- Completed A-133 form (see attached).
- Completed FFATA form, if applicable (see attached).
- Completed Indirect Cost Allocation form, if applicable (see attached).
- Indirect Rate Agreement or Cost allocation plan, if applicable.
- Copy of 501(c)(3) Federal Income Tax Exemption letter, as well as most recent tax return or audited financial statement.
- Board of Directors roster.

Submission of Proposals

The proposal should be returned via email, US mail, or fax by due date

Electronic Mail

Ruth.Benson@portlandoregon.gov

Phone

See contract manager phone number on cover letter.

Fax

ATTN: [Contract Manager Name]
503-823-2387

Mail/Personal Delivery

[Contract Manager Name]
PHB
421 SW Sixth, Room 500
Portland, OR 97204-1614

Please complete the following for each program contract.

1. Program Title:
 2. Name of Subrecipient:
 3. Contact Name:
 4. Mailing Address:
 5. Phone number:
 6. Email Address:
-
7. Detailed scope of work – If this is a **Renewal**, see attached **Draft Contract**. Review and make changes as needed and DO NOT complete questions No. 14 through 16. If this is a **New Proposal** complete all questions.
 8. Diversity and Equity - *to be completed by all new and renewing proposals, and submitted with the executed contract or as soon as practical within the 1st Quarter of FY 2012-13.*
 - A. Describe the demographic composition of your agency's governing board and staff. Include racial/ethnic identity, gender, and the percentage who are current or past consumers of your services.
 - B. If your agency provides direct services, does your agency collect demographic data on the clients, including racial/ethnic identity, gender and those with special needs? If so, what is the breakdown and how is the information collected? If not, describe how your agency keeps track of who it serves.
 - C. Does your agency manage culturally-specific programming or services? If so, please describe.
 - D. Does your agency partner with culturally-specific provider agencies? If so, in what capacity (e.g. service coordination, policy-making, collaborations) and for how long?
 - E. Does your agency have an equity policy or statement? If so, please provide a copy. Describe the intent of the policy/statement and how it is implemented.
 - F. Provide the racial/ethnic identity of members involved in designing programs at your agency. What group(s) do these programs serve? How does your agency measure the effectiveness of its programs in serving their intended group(s)?
 - G. How does your agency's commitment to equity affect delivery of services to your clients?

- H. Does your agency have any training and/or technical assistance needs related to equity and/or diversity issues? If so, please list.
- I. Does your agency hire subcontractors? If so, what policies or practices exist to ensure equity in your agency's procurement and contracting process?

9. Questions of Cost Reasonableness.

- A. Is the Budget Balanced? Yes No
- B. Have all resources been identified? Yes No
- C. Has an indirect cost plan been included? Yes No
- D. Are equipment expenditures proposed? Yes No
- E. Have the costs of direct salaries & benefits been requested? Yes No

10. Will you generate income as a result of this contract? If yes, this may be considered program income. Common sources of program income include revenue such as fees, net income from the disposition, sale or rental of real or personal property acquired with the grant funds, payment of principal and interest on loans made with grant funds, or interest earned on program income. Based on the above information, will your contract generate program income (PI)? Yes No

A. If yes, identify basis of program income:

11. Does your agency receive any other funding for this program? Yes No

- A. If yes, list the amount in the program budget worksheet and attach a breakout of the different funding sources.
- B. Does PHB funding serve as a match for any of these other funding sources?
 Yes No

12. Subcontracts – Please provide a brief description of any work you plan to subcontract out to complete the work of the project. Describe any plans or efforts to subcontract with Minority, Women or Emerging Small Business (M/W/ESB) firms. Provide a list of those expenses on the **Budget Worksheet**.

13. Professional Services – Please provide a brief description of any professional, technical expertise you intend to subcontract out to complete the work of the project. Describe any plans or efforts to subcontract with M/W/ESB firms. Provide a list of those expenses on the **Budget Worksheet**.

14. Miscellaneous – Please provide a brief description of miscellaneous items that are needed to complete the work of the project. Provide a list of those expenses on the **Budget Worksheet**.

15. Outputs – describe your outputs in specific statements regarding the amount of services to be provided (e.g. number of clients served) or products (e.g. housing units) to be produced. Describe any plans or efforts to enhance outreach to historically under-represented groups and/or people of color, in terms of services and other relevant outputs.

16. Outcomes – describe your outcomes in specific statements about expected changes in clients or the community following the provision of services or completion of tasks. Describe any plans or efforts to enhance outcomes impacting historically under-represented groups and/or people of color, in terms of services and other relevant outcomes. Outcome objectives answer the question “What has the program caused to happen?” In a few instances program objectives and outcome objectives may be the same.
17. Reporting – describe your agency’s internal protocols and procedures related to reporting and how reports are used to guide program changes and improvements. Include a description of whether and to what degree data is collected and/or analyzed by race and ethnicity, and cite any changes that have been made as a result.

Appendix A6 – Contract Renewal Draft

PHB 2012-13

Contract Renewal: Draft Contract

Contract Manager insert draft contract here

PHB BUDGET PROPOSAL WORKSHEET
 FY 2012-13

Appendix A7

SUBRECIPIENT:
 PROJECT:

Table A: Program Budget Worksheet

Budget Category	FY 12/13 Total Program Budget	FY 12/13 PHB Request	PHB Funding Source
Personnel			
Salaries	-	-	
Benefits & Payroll Taxes	-	-	
Total Personnel	<u>0</u>	<u>0</u>	
Operating Expenses			
Equipment & Rental	-	-	
Computer Technology	-	-	
Mileage & Parking	-	-	
Consultants	-	-	
Subcontractors	-	-	
Miscellaneous	-	-	
Professional Services	-	-	
Other:	-	-	
Total Operating Expenses	<u>0</u>	<u>0</u>	
Administrative Expenses (directly or indirectly billed)			
Salaries	-	-	
Benefits & Payroll Taxes	-	-	
Office / Facility Rent	-	-	
Utilities	-	-	
Office Supplies	-	-	
Travel & Training		-	
Audit Services		-	
Insurance		-	
Indirect Rate Billing (\$)		-	
Total Administrative Expenses	<u>0</u>	<u>0</u>	
Client Assistance			
Specify:			
Specify:			
Specify:			
Specify:			
Specify:			
Specify:			
Total Client Assistance	-	-	
Property Acquisition			
TOTAL BUDGET	-	-	

Table B: Staffing Descriptions and Amounts

Position Title and Description	PHB Requested FTE	PHB Requested Dollar Amount	PHB Funding Source
TOTAL STAFF BUDGET	-	-	

Table C: Other Funding Sources

Fund Source	Status of Funding (Received, Committed, or Pending)	Amount
TOTAL PROGRAM BUDGET	-	-



CITY OF
PORTLAND, OREGON
PORTLAND HOUSING BUREAU

Nick Fish, Commissioner
Traci Manning, Director
421 SW 6th Avenue, Suite 500
Portland OR 97204
(503) 823-2375
Fax (503) 823-2387
www.portlandonline.com/PHB

Fiscal Compliance Part A: OMB Circular A-133 Audit Requirements for Fiscal Year 2011-12

The City of Portland is subject to the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. As such, Circular A-133 requires City of Portland to monitor the subrecipient's activities as necessary to ensure that Federal awards are used for authorized purposes in compliance with applicable laws, regulations, and the provisions of contracts and grants agreements and those performance goals are achieved. Hence your organization may be contacted by the City to verify your compliance with these items. A copy of Circular A-133 can be found at the following web address:

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements, and sign, date and return this letter.

- We have not yet completed our fiscal year 2011-12 A-133 audit. We will advise you of its results when it is completed by or near _____.
- We have completed our fiscal year 2011-12 A-133 audit. There were no material weaknesses, material instances or noncompliance, or findings related to any subaward(s) from City of Portland. The audit was submitted to the Federal Audit Clearinghouse. A copy, with a schedule of federal expenditures, is enclosed.
- We have completed our fiscal year 2011-12 A-133 audit. Material weaknesses, material instances of noncompliance, and/or findings related to subaward(s) from City of Portland were noted. A copy of the audit report, including the schedule of federal expenditures, and our corrective action plan, are enclosed. In addition, we have included a copy of our most recent financial audit. The A-133 audit was submitted to the Federal Audit Clearinghouse
- We are not subject to the requirements of A-133 because we expended less than \$500,000 in Federal funding last year or:

A-133 Contact Name _____

Title _____

Address _____

Phone _____

Signature _____

Thank you for your prompt reply. I can be reached at 503-823-2802 if you have any questions. Please address all correspondence related to A-133 compliance to me.

Sincerely,

Anna Shook
Assistant Financial Analyst
Portland Housing Bureau
421 SW 6th Avenue, Ste. 500
Portland, OR 97204

Fiscal Compliance Part B: Subrecipient Cost Allocation Plan Certification

As the recipient of Federal fund, PHB is required to collect certain information from subrecipients if that agency intends to request reimbursement for indirect costs. As a subrecipient of Federal funding, your agency's practices concerning indirect cost allocation are likely subject to the regulations contained in one of the following Office of Management and Budget (OMB) Circulars.

- Non-profit organizations are subject to Circular A-122 (Cost Principles for Non-Profit Organizations). Find more detail at www.whitehouse.gov/omb/circulars_a122_2004/.
- Local governments are subject to Circular A-87 (Cost Principles for Local Governments) Find more detail at www.whitehouse.gov/omb/circulars_a087_2004/.

Is your organization requesting reimbursement for indirect costs? (OMB defines indirect costs as those costs *“that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.”* Indirect costs are typically pooled and then allocated to an agency's various funding sources based on a single methodology. Rent, utilities and administrative staff salary and benefits are common examples of indirect costs.)

Yes _____ No _____

If your answer above is yes, you are required to submit one of the following to the Portland Housing Bureau's Finance and Accounting office. (Direct questions to Anna Shook at 503-283-2802.)

- If you have a signed Indirect Cost Rate Agreement with your cognizant Federal agency (i.e., the agency that provides the majority of your Federal), please provide a copy along with this completed form.
- If you do not have an Indirect Cost Rate Agreement, please provide a copy of your agency's current executed Indirect Cost Allocation Plan along with this completed form.

If your answer above is no, will your organization be requesting reimbursement for any directly-billed administration expenses?

Yes _____ No _____

Signature: _____

Print Name: _____

Title: _____

Please return to:

Anna Shook, Assistant Financial Analyst
Portland Housing Bureau
421 SW 6th Avenue, Suite 500
Portland, OR 97204
Telephone: 503-823-2802
Email: anna.shook@portlandoregon.gov

Fiscal Compliance Part C: FSRS Reporting Requirements

You may not need to fill this out. See below.

Agency Name: _____

1. Is part of your PHB contract Federally funded? Yes No

Possible Federal funding sources:

- CDBG
- HOME
- ESG
- HOPWA
- Otis/McKinney
- Other Federal grants

If you answered “No,” **stop here. You are not subject to the FSRS Reporting Requirements.** Please send this sheet back to the Portland Housing Bureau for their records.

2. If you answered Yes to question #1, is the Federal portion of your contract \$25,000 or more? Yes No

If you answered “No,” **stop here. You are not subject to the FSRS Reporting Requirements.** Please send this sheet back to the Portland Housing Bureau for their records.

If you answered “Yes” to both questions, please read the following instructions and complete all fields on the next page.

The Federal Funding Accountability and Transparency Act of 2010 (FFATA) enforces new requirements for all contractors with Federal grantees, such as the City of Portland, for any Federal funding amounts exceeding \$25,000. These requirements apply as follows:

- Prime grantees of Federal grants of \$25,000 or more, executed on or after October 1, 2010, **must report** associated first-tier sub-grants of \$25,000 or more.
- Subrecipients (“first tier sub-grants”) **ONLY** are subject to these reporting requirements. Owners/developers, contractors, consultants, and beneficiaries are not subject to FFATA.
- Prime and/or sub-awardees must report executive compensation information if in the preceding fiscal year: (1) the organization received 80% or more of its annual gross revenues in Federal awards and those revenues are greater than \$24 million annually; and (2) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Every sub-awardee (subrecipient) must follow the below steps for all Federally-funded contracts:

- Every contractor/subrecipient must have a DUNS number. If you do not have a DUNS number you may register for free here:
<http://fedgov.dnb.com/webform>

- Every contractor/subrecipient must register the program on the CCR website, here:

<https://www.bpn.gov/ccr/default.aspx>

(As you may have heard, the Federal General Services Administration (GSA) is changing its registration system. Please register with CCR and your information should automatically be transferred to the new Federal system when implemented (at some point in the next fiscal year). Please see <https://sam.gov> for more information.)

- Please complete the information on the following page. The City of Portland will record this information in the Federal Subaward Reporting System website (FSRS).

**Federal Funding Accountability and Transparency Act (FFATA)
Sub-Award Reporting System (FSRS)**

Please fill out and return to the Portland Housing Bureau. The City of Portland is required to submit this information online within 30 days of the end of the month in which the contract is signed.

Name of entity receiving sub-award/contract	
DBA name	
Amount of award	
Sub-award date (mm/dd/yyyy)	
Subaward/Subcontract Number	
Federal Funding agency	
CFDA number (grants)	
Program source	
DESCRIPTIVE award title, including purpose of the funding action <i>(limited to a maximum of 4000 characters)</i>	
Location of the entity <i>(if current location differs from address shown in DUNS/CCR registration, please provide both addresses and indicate when subrecipient plans to update DUNS/CCR information online)</i>	
address, including zip+4	
congressional district	
Place of performance	
address, including zip+4	
congressional district	
DUNS of the entity and its parent	
DUNS +4 of the entity (grants)	
Total compensation and names of top five executives (if applicable)	If not applicable, check this box (see previous page) <input type="checkbox"/>
1	\$
2	\$
3	\$
4	\$
5	\$
City of Portland Fill In Below This Line	
City of Portland Reporting Bureau:	
Online Report Submission Due Date:	
Federal Award Identifier Number (FAIN):	
SAP ID:	
Prime Award Total:	
Prime Award Obligation Date:	

Please return to:

Anna Shook, Assistant Financial Analyst
Portland Housing Bureau
421 SW 6th Avenue, Suite 500
Portland, OR 97204
Telephone: 503-823-2802
Email: anna.shook@portlandoregon.gov

Appendix B1 – Sample Subrecipient Contract

CFDA 14.218

Subrecipient Contract
 Contract No. 32000587
 Housing Projects

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City" and Community Energy Project (CEP) hereafter called Subrecipient to provide Weatherization Workshops, a Senior Weatherization Program, a Home Safety Maintenance Program, and a N/NE Home Retention Maintenance.

1. Effective Date and Duration

This contract shall become effective on July 1, 2011. This contract shall terminate on June 30, 2012.

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: Phil Willis-Conger	Contract Manager: Sherry Burbach
421 SW Sixth Ave., Suite 500	PO Box 12272
Portland, OR 97204	Portland, OR 97212
(503) 823-3486	(503) 284-6827
(503) 823-2387 (fax)	(503) 284-9403 (fax)
Phil.Willis-Conger@portlandoregon.gov	director@communityenergyproject.org
	EEO 8/31/2012
	Business License 440193

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$385,000 (\$160,000 in CDBG funds and \$225,000 in TIF funds.) The compensation requirements are contained in Section IV. The **final invoice** is due **July 9, 2012**.

5. Reporting

The Reporting requirements are contained in Section III. The **final report** is due **July 13, 2012**.

6. Funding

This subrecipient contract may be paid fully or in part with funding from the U.S. Housing and Urban Development Department (HUD).

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	Budget	3
Exhibit B	Invoice Form: Senior Weatherization	1
Exhibit C	Invoice Form: Weatherization Workshop	1
Exhibit D	Invoice Form: Emergency Home Maintenance	1
Exhibit E	Invoice Form: N/NE Home Maintenance	1
Exhibit F	Quarterly and Final Project Report Form	3
Exhibit G	Lead Based Notification Form	1
Exhibit H	SHPO Programmatic Agreement—Exempt Projects	2

I. Scope of Services

The Subrecipient will provide the following services in conjunction with the Weatherization Workshop Program, Senior Weatherization Program, Emergency Home Maintenance Program, and N/NE Home Maintenance Programs.

The CDBG funded projects meet the *CDBG National Objective* by benefiting Low and Moderate-Income households (24 CFR 570.208 (a)(3)) through Low to Moderate Income Housing Activities. The Weatherization Workshop activities are eligible as a *public service* (24 CFR 570.201(e)), and the other CDBG funded activities are eligible under Rehabilitation and Preservation Activities (570.202 (b)(2), (4), & (5)).

General:

- A. Advertise programs to recruit clients. In all publicity for city-funded projects, include information that the funding comes from the Portland Housing Bureau.
- B. Document eligibility of all clients for each program as low-income individuals by having clients complete a certifiable income verification form and sign it, certifying the accuracy of the information reported. 85% of all households served shall be under 50% of median family income (MFI). PHB will provide annual income limits. 15% of households assisted may be between 50% and 80% MFI.
- C. Maintain all records for the project, including project performance, client eligibility, demographic and fiscal data, and a Lead Based Notification Form (see Exhibit G) for each client served, for *a minimum* of four years after termination of the contract. Upon request, make all records regarding the project, as well as general organizational and administrative information, available to the HUD and the City Project Manager, or other designated persons.
- D. For all programs except the weatherization workshops, conduct an on-site assessment of the property condition and any observed maintenance needs as well as those communicated by the homeowner. If appropriate, provide the client information regarding other resources and services.

- E. Ensure that only properties located within the established boundaries of the Interstate Corridor and Lents Urban Renewal Areas (URA) are assisted with TIF dollars. For each property assisted with TIF dollars, Community Energy Project shall include documents printed from Portland Maps to demonstrate the property is located within the URA's.

Workshop Program

- A. Schedule and conduct workshops on low-cost weatherization techniques and energy-conserving behavioral changes in lower income Portland neighborhoods.
- B. Distribute weatherization kits to eligible low-income workshop participants to reduce their energy usage and create better insulated, more comfortable and/or safer homes, with the effects lasting for at least 3 to 5 years (based on the minimum life of the materials used in these projects).
- C. Track the location of each workshop, the number of people attending the workshop, the number of individuals receiving materials, including name, address, income, and required demographic information.

Weatherization and Home Safety Maintenance Programs

- A. Recruit volunteers and train them to provide weatherization services to selected low-income elderly or disabled clients.
- B. Install weatherization materials and provide minor home maintenance services to low-income elderly or disabled clients to reduce their energy usage, and create better insulated, more comfortable and/or safer homes. The effects of the work should persist for at least 5 years (based on the minimum life of the materials used in these projects). The type of services provided include:
- Cleaning, fixing, or replacing portions of the gutters or down spouts;
 - Fixing or replacing broken windowpanes or doors;
 - Fixing roofs or plumbing leaks;
 - Caulking, weather stripping, or reglazing;
 - Installation of smoke and carbon monoxide detectors, outlet/lightswitch gaskets, compact fluorescent lights, faucet aerators, showerheads, pipe insulation, safety grab bars, toilet seat elevators, and reusable plastic storm window kits; and
 - Mending, replacing, or adding porch steps or ramps.
- C. Only for work that HUD may categorize as repair rather than maintenance (such as in-the-wall plumbing or fixture replacement, sub-contracted out or not) *and* work that is on properties assisted with CDBG funds:
- fill out and submit the required Federal Environmental Review to the PHB compliance officer, and copy the PHB contract manager. The subrecipient must obtain the compliance officer's signature before any funds are committed.

- D. Comply with all applicable federal regulations and statutes, including lead-based paint regulations detailed in 24 CFR Part 35, particularly subpart J. These requirements include, but are not limited to:
1. Provide all clients with the EPA Pamphlet “Protect Your Family from Lead in Your Home” and maintain documentation of this distribution.
 2. If the scope of work is above the ‘de minimus’ threshold, inform the client of any presumption of lead-based paint in painted surfaces to be disturbed and the use of lead-safe work practices, and maintain documentation of the provision of this information.
 3. If a lead paint test is performed prior to work beginning, inform the client of the results, and maintain documentation of the provision of this information.
 4. Perform all work using lead safe work practices.
 5. Where painted surfaces are disturbed and a lead paint test has not confirmed that lead paint is not present, coordinate the clearance of the worksite by Portland Housing Bureau staff. Notify the client of the results of the clearance test and maintain documentation of this notification.

II. Performance Measures

- A. Subrecipient will provide the following levels of service to clients during the period of this Contract.
1. Provide weatherization training and materials to 500 low-income individuals through 50 weatherization workshops.
 2. Install weatherization materials and perform necessary maintenance on 200 homes of low-income elderly and disabled persons.
 3. Provide an emergency home maintenance response within 48 hours to 200 low-income elderly and disabled households.
 4. Provide home maintenance to 30 low income senior homeowners in the Interstate Urban Renewal Area, prioritizing seniors at-risk for foreclosure. Factors defining at-risk seniors are:
 - a) homes needing maintenance that threaten the insurability of the property;
 - b) past due mortgage or contract payments;
 - c) property taxes in arrears; and
 - d) code violations and/or Neighborhood Inspection Team (NIT) complaints.

III. Periodic Reporting

- A. Quarterly & Final Report: submit to the Portland Housing Bureau each and every quarter a written progress report using the form provided herein as Attachment F. As necessary, the City Contract Manager may require small changes in the report, or additional reports within reason. The reports are due on October 31, 2011, January 31, 2012, April 30, 2012, and the **final report is due July 13, 2012**.
- B. State Historic Preservation Office (SHPO) Exempt Projects Form: submit to PHB at the end of each quarter a SHPO Exempt Projects Form (see Exhibit H) for each of the clients served in the programs funded through this contract. This form is

due at the same time as the Quarterly Report.

IV. Compensation and Method of Payment

- A. The City will reimburse the Subrecipient for actual expenses performing the above-described services in accordance with the Budget (Exhibit A), upon submission of an invoice (Exhibit B) that includes back-up documentation when requested by the contract manager.
- B. All funds received by the Subrecipient must be disbursed within three (3) working days of receipt.
- C. Any changes to the approved budget must be authorized in writing by the City Contract Manager before any expenditure of funds in new amounts or line items.
- D. It is agreed that total compensation under this contract shall not exceed THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$385,000).

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.** During the performance of this Contract, the Subrecipient agrees as follows:
- (a) 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).
 - (b) 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).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

(d). 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.

(e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- 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 here under.
- I. AUDIT OF PAYMENTS. 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 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 agreement. 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 subcontracts, 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 renew 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 Contractor 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, 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 subcontractors 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.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor 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 570.502(b). The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it must comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

- 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. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract.
- T. **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 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.

- U. **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.
- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the

City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

The Subrecipient shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contract) and that all subcontractors shall certify and disclose accordingly.

- W. **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.
- X. **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.
- Y. **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.
- Z. **INTEGRATION.** This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- AA. **LABOR STANDARDS.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in

part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

- BB. 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.
- CC. 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.
- DD. 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. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. CHURCH/STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.
- HH. 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.
- II. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- JJ. ENVIRONMENTAL REVIEW. Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- KK. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.
- LL. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Contractors and County must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women's

business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

MM. 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.

COMMUNITY ENERGY PROJECT

CITY OF PORTLAND

Sherry Burbach Date
Executive Director

Margaret Van Vliet Date
Director
Portland Housing Bureau

APPROVED AS TO FORM:

Linda Meng, City Attorney Date

LaVonne Griffin-Valade Date
City Auditor

EXHIBIT A
Community Energy Project Budget
Table A: 2011-12 Program Budget Worksheet

Budget Category	FY 11/12 Total Program Budget	Weath. Wkshp (CDBG) TOTAL	Sr/Dis Weath CDBG 35%	Sr/Dis Weath. Interstate TIF 35%	Sr/Dis Weath. Lents TIF 30%	Sr/Dis Weath. TOTAL	Emg H Maint CDBG 35%	Emg H Mnt Interstate TIF 35%	Emg H Maint TIF 30%	EHR TOTAL	N/NE Mainten. (Interstate TIF) TOTAL	FY 11/12 PHB Request	East Multn Co Wkshp	Other Sources	Explanation
Salaries	235,727	41,628	18,341	18,341	15,721	52,402	17,220	17,220	14,451	48,891	42,632	185,553	2,379	47,795	Skilled Voluntr Labor
Benefits & Taxes	33,358	8,174	3,404	3,404	2,918	9,725	2,765	2,685	2,645	8,095	7,083	33,077	281	0	
Total Personnel	269,085	49,802	21,744	21,744	18,638	62,127	19,985	19,905	17,096	56,986	49,715	218,630	2,660	47,795	
Equipment & Rental	20,660	300				0	70	70	60	200	0	500	0	20,160	Donated Wrkshop Space
Computer & Technology	4,575	615	549	533	533	1,615	588	571	571	1,730	615	4,575	0	0	
Transportation	10,121	1,800	884	858	858	2,600	930	903	903	2,735	2,735	9,870	251	0	
Consultants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subcontractors	2,000	0	0	0	0	0	0	0	0	0	2,000	2,000	0	0	Electrician/Plumber
Misc.- Volunteer & Outreach Costs, Bond	4,347	300	405	393	393	1,190	971	1,274	152	2,397	460	4,347	0	0	
Professional Services	1,240	490	85	83	83	250	85	83	83	250	250	1,240	0	0	
Other Fees	0									0		0	0	0	
Total Operating Expenses	42,943	3,505	1,923	1,866	1,866	5,655	2,645	2,900	1,768	7,312	6,060	22,532	251	20,160	
Salaries	33,566	0	1,223	1,223	1,048	3,494	3,465	3,363	3,363	10,191	7,707	21,392	0	12,174	ED & Bookkeeper-WS
Benefits & Payroll Taxes	5,569	0	233	233	200	665	660	641	641	1,941	1,713	4,319	0	1,250	ED & Bookkeeper-WS

Budget Category	FY 11/12 Total Program Budget	Weath. Wkshp (CDBG) TOTAL	Sr/Dis Weath CDBG 35%	Sr/Dis Weath. Interstate TIF 35%	Sr/Dis Weath. Lents TIF 30%	Sr/Dis Weath. TOTAL	Emg H Maint CDBG 35%	Emg H Mnt Interstate TIF 35%	Emg H Maint TIF 30%	EHR TOTAL	N/NE Mainten. (Interstate TIF) TOTAL	FY 11/12 PHB Request	East Multn Co Wkshp	Other Sources	Explanation
Office / Facility Rent	5,920	1,180	537	521	521	1,580	537	521	521	1,580	1,580	5,920	0	0	
Utilities inc Communications	6,880	1,535	534	534	478	1,545	623	623	534	1,780	1,780	6,640	240	0	
Office Supplies	3,800	950	323	314	314	950	323	314	314	950	950	3,800	0	0	
Travel & Training	1,240	50	167	162	162	490	136	132	132	400	300	1,240	0	0	
Audit Services	7,529	1,600	678	788	133	1,599	593	576	431	1,600	1,600	6,399	0	1,130	Audit
Insurance	2,975	470	299	299	257	855	264	256	256	775	775	2,875	100	0	
Indirect Rate Billing (\$)	0	0	0	0	0	0	0	0	0	0	0	0			
Total Admin Expenses	67,479	5,785	3,993	4,073	3,112	11,178	6,601	6,425	6,191	19,217	16,405	52,585	340	14,554	Private Funding:
Weatherization Materials, Tools & Supplies	53,110	29,000	6,528	6,528	5,595	18,650	0	0	0	0	0	47,650	2,350	3,110	Fix It Fair Kits
Forms, Booklets & Printing, Postage	8,128	1,908	813	789	789	2,390	660	660	566	1,885	1,820	8,003	125	0	
Maintenance Materials, Tools & Supplies	35,600	0	0	0	0	0	5,110	5,110	4,380	14,600	21,000	35,600	0	0	
Total Client Assistance	96,838	30,908	7,340	7,316	6,384	21,040	5,770	5,770	4,946	16,485	22,820	91,253	2,475	3,110	
TOTAL BUDGET	476,345	90,000	35,000	35,000	30,000	100,000	35,000	35,000	30,000	100,000	95,000	385,000	5,726	85,619	

Table B: Staffing Descriptions and Amounts

Position Title and Description	FTE	Weatherization Workshops (CDBG) TOTAL	Sr/Disabled Weatherization CDBG 34%	Sr/Disabled Weatherization Interstate TIF 33%	Sr/Disabled Weatherization Lents TIF 33%	Sr/Disabled Weatherization TOTAL	Emrgncy Home Maintenance CDBG 34%	Emrgncy Home Maintenance Interstate TIF 33%	Emrgncy Home Maintenance Lents TIF 33%	Emrgncy Home Maintenance TOTAL	N/NE Maintenance (Interstate TIF) TOTAL	FY 10/11 PHB Request
DIY Weatherization Workshop Coordinator	0.7	0.7	0	0	0	0	0	0	0	0	0	0.7
Community Education Supervisor	0.18	0.18	0	0	0	0	0	0	0	0	0	0.18
Installation Technician	2.1	0	0.37	0.36	0.36	1.09	0.23	0.22	0.22	0.67	0.35	2.11
In Home Services Manager	1	0	0.11	0.11	0.11	0.33	0.11	0.11	0.11	0.33	0.34	1
Outreach & Marketing Supervisor	0.55	0.2	0.05	0.05	0.05	0.15	0.05	0.05	0.05	0.15	0.05	0.55
Program Director	0.7	0.2	0.07	0.06	0.07	0.2	0.04	0.03	0.03	0.1	0.2	0.7
Bookkeeper	0.52	0.04	0.04	0.04	0.04	0.12	0.04	0.04	0.04	0.12	0.16	0.44
Executive Director	0.54	0.01	0.02	0.01	0.01	0.04	0.04	0.04	0.03	0.11	0.22	0.38
TOTAL STAFF BUDGET	6.29	1.33	0.66	0.63	0.64	1.93	0.51	0.49	0.48	1.48	1.32	6.06

Table C: Other Funding Sources

Fund Source	Status of Funding	Amount
Portland General Electric (annual donor)	Pending	\$10,000
Pacific Power (annual donor)	Pending	\$2,500
State Heating Oil Weatherization (SHOW)	Secured	\$5,000
Multnomah County Oregon	Committed	\$5,726
Total Additional Funding		\$23,226
TOTAL PROGRAM BUDGET		\$476,345

EXHIBIT B
Community Energy Project: Senior Weatherization
Request for Payment

Request for Payment #: _____

Contract #: 32000587

Billing Period: _____

Contract Period: 7/1/2011-6/30/2012

CDBG

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	BILLED YEAR TO DATE	BALANCE
Personnel	\$21,744			
Operating	\$9,263			
Indirect/Admin	\$3,993			
TOTAL	\$35,000			

Lents TIF

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	BILLED YEAR TO DATE	BALANCE
Personnel	\$18,638			
Operating	\$8,250			
Indirect/Admin	\$3,112			
TOTAL	\$30,000			

Interstate TIF

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	BILLED YEAR TO DATE	BALANCE
Personnel	\$21,744			
Operating	\$9,183			
Indirect/Admin	\$4,073			
TOTAL	\$35,000			

Certification: I certify that to the best of my knowledge and belief this invoice is correct and complete, that all of the expenses are for the purpose set forth in the award document, and that I understand that these expenses are subject to future audit.

Preparer's Signature: _____
Print Name and Title here

Date submitted: _____

Phone: _____

Email: _____

Authorizing Signature: _____
Print Name and Title here

Date: _____

Mail to: Phil Willis-Conger, Portland Housing Bureau, 421 SW 6th Ave, Ste. 500, Portland OR, 97204

NOTE: This form must be recreated on the agency's letterhead that includes contact information or the invoice will not be valid.

EXHIBIT C
Community Energy Project: Weatherization Workshops
 Request for Payment

Request for Payment #: _____

Contract #: 32000587

Billing Period: _____

Contract Period: 7/1/2011–6/30/2012

CDBG

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	BILLED YEAR TO DATE	BALANCE
Personnel	\$49,802			
Operating	\$34,413			
Indirect/Admin	\$5,785			
TOTAL	\$90,000			

Certification: I certify that to the best of my knowledge and belief this invoice is correct and complete, that all of the expenses are for the purpose set forth in the award document, and that I understand that these expenses are subject to future audit.

Preparer's Signature: _____
Print Name and Title here

Date submitted: _____

Phone: _____

Email: _____

Authorizing Signature: _____
Print Name and Title here

Date: _____

Mail to: Phil Willis-Conger, Portland Housing Bureau, 421 SW 6th Ave, Ste. 500, Portland OR, 97204

NOTE: This form must be recreated on the agency's letterhead that includes contact information or the invoice will not be valid.

EXHIBIT D
Community Energy Project: Emergency Home Maintenance
Request for Payment

Request for Payment #: _____

Contract #: 32000587

Billing Period: _____

Contract Period: 7/1/2011-6/30/2012

CDBG

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	BILLED YEAR TO DATE	BALANCE
Personnel	\$19,985			
Operating	\$8,415			
Indirect/Admin	\$6,600			
TOTAL	\$35,000			

Lents TIF

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	BILLED YEAR TO DATE	BALANCE
Personnel	\$17,096			
Operating	\$6,714			
Indirect/Admin	\$6,190			
TOTAL	\$30,000			

Interstate TIF

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	BILLED YEAR TO DATE	BALANCE
Personnel	\$19,905			
Operating	\$8,670			
Indirect/Admin	\$6,425			
TOTAL	\$35,000			

Certification: I certify that to the best of my knowledge and belief this invoice is correct and complete, that all of the expenses are for the purpose set forth in the award document, and that I understand that these expenses are subject to future audit.

Preparer's Signature: _____

Date submitted: _____

Print Name and Title here

Phone: _____

Email: _____

Authorizing Signature: _____

Date: _____

Print Name and Title here

Mail to: Phil Willis-Conger, Portland Housing Bureau, 421 SW 6th Ave, Ste. 500, Portland OR, 97204

NOTE: This form must be recreated on the agency's letterhead that includes contact information or the invoice will not be valid.

EXHIBIT E
Community Energy Project: N/NE Home Maintenance
 Request for Payment

Request for Payment #: _____

Contract #: 32000587

Billing Period: _____

Contract Period: 7/1/2011-6/30/2012

CDBG

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	BILLED YEAR TO DATE	BALANCE
Personnel	\$49,715			
Operating Expenses	\$28,880			
Administrative Costs	\$16,405			
TOTAL	\$95,000			

Certification: I certify that to the best of my knowledge and belief this invoice is correct and complete, that all of the expenses are for the purpose set forth in the award document, and that I understand that these expenses are subject to future audit.

Preparer's Signature: _____
Print Name and Title here

Date submitted: _____

Phone: _____

Email: _____

Authorizing Signature: _____
Print Name and Title here

Date: _____

Mail to: Phil Willis-Conger, Portland Housing Bureau, 421 SW 6th Ave, Ste. 500, Portland OR, 97204

NOTE: This form must be recreated on the agency's letterhead that includes contact information or the invoice will not be valid.

EXHIBIT F
2011-12 Quarterly and Final Project Report

Date Submitted:	
Subrecipient Name:	
Contract Number:	32000587
Program Title:	
Prepared by:	
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 31, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012

I. Progress towards outputs and outcomes

OUTPUTS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal

As a part of this report provide a *brief* written response to the following questions:

1. **ACCOMPLISHMENTS:** Describe the overall accomplishments and successes achieved through the Contract.
2. **CHALLENGES:** Describe any challenges, including any project activities or outputs that are behind schedule or are not being carried out, and how you dealt with them.
3. **NEW DIRECTIONS.** Describe any activities or approaches taken that deviate from or add to the scope of the project.
4. Additional comments or feedback on the contracts:

Additional Questions for the Final Report Only

5. **GAPS:** Are the clients served experiencing problems because of limitations of the program, or because of a lack of other services?

6. TRENDS: Describe trends in the work and the clients served.
7. SUGGESTED CHANGES: What changes would you recommend for the program and/or the contract?

PARTICIPANT DEMOGRAPHICS REPORT

Complete a copy of this report for each of the different programs/projects funded under this contract.

Choose one of the following categories: individuals or households, and enter *all* info based on that category. The #'s below are based on:

Individuals **OR** Heads of Households (*The Head of Household is the person with the largest income.*)

Please make sure that Totals of each of the categories below, A, B, C, & D, (but not E) is the same.

Total Number of Individuals: _____

1. GENDER	TOTAL THIS QTR	TOTAL YTD
Male		
Female		
Total		

2. RACIAL DATA (Required)	NON-HISPANIC THIS QTR	NON-HISPANIC YTD	HISPANIC THIS QTR	HISPANIC YTD	TOTAL THIS QTR	TOTAL YTD
White						
Black/African American						
Asian						
American Indian/Alaskan Native						
Native Hawaiian/Other Pacific Islander						
American Indian/Alaskan Native & White						
Asian & White						
Black/African American & White						
American Indian/Alaskan Native, & African American/Black						
Other						
Total*						

*Total should add up to the total people served.

3. INCOME (Required)	TOTAL THIS QTR	TOTAL YTD
Over 80% of MFI		
(Moderate Income) 51%-80% of MFI		
(Low) 31%-50% of MFI		
(Extremely Low) 0-30% of MFI		
<i>Total Low/Moderate Income</i>		
Total *		

**Total should add up to the total people served.

4. RESIDENCE	TOTAL THIS QTR	TOTAL YTD
NE Portland		
SE Portland		
NW Portland		
SW Portland		
N Portland		
Other		
Total		

5. OTHER	TOTAL THIS QTR	TOTAL YTD
Female Head of Household (Required)		
Elderly Head of Household (Over 65)		
Disabled/Special Needs		

Reports are due according to the schedule listed in Section III (B) Required Reporting. Return to Phil Willis-Conger via email: Phil.Willis-Conger@portlandoregon.gov.

EXHIBIT G

City of Portland
Lead-Based Paint Notification Documentation Form
(under \$5,000 per unit)

Part 1: All Occupants Must Complete This Section

By signing and dating Part 1 of this form, the occupant listed below certifies that before work began on the property listed below, they received a copy of the EPA pamphlet "Protect Your Family from Lead in Your Home."

Signature of Occupant _____ Date _____

Printed Name of Occupant _____

Property Address _____ Year Built _____

Part 2 of this form does not need to be completed for rehab work disturbing less than the "de minimus" (20 square feet exterior surfaces, 2 square feet interior surfaces in a single room, 10 percent surface area on an interior or exterior component such as a window sill, baseboard, or trim) paint levels on the property specified above, the organization must attach a copy of the work plan signed by the contractor and the property owner.

Part 2: Completed Only By Occupants Residing in Properties Built Before 1978*

By signing and dating Part 2 of this form, the Occupant listed below certifies that they received the following information:

1. A written Notice of Presumption of lead-based paint for the property above
2. List of lead-safe work practices and prohibited methods, signed and dated by the contractor performing rehabilitation work on the property listed above that is funded by the City of Portland. A copy of the signed document is to be attached to this form.

If volunteers are involved in rehabilitation work funded by the City of Portland, the on-site volunteer manager for work on the above property must sign the list of lead-safe work practices and prohibited methods.

Signature of Occupant _____ Date _____

Name of Organization Funding Rehabilitation Work _____

EXHIBIT H

PHB/SHPO PROGRAMMATIC AGREEMENT - EXEMPT PROJECTS

Quarterly Report 2011-12 Fiscal Year

Client Name	St. #	Prefix	Street Name	Suffix	City	County	Year Built	Brief Project Description	Project Date
	100	W	Main	St	Your Town	Your County	1952	(1) Installed insulated exterior replacement doors without changing the openings, and where they cannot be viewed from the public right-of-way; (2) Performed maintenance on plumbing with no affect to the exterior of the building	Oct-09

Please fill in the above table (or an Excel Spreadsheet with the same categories) with the required information for each of the clients served in the previous quarter. This report is due at the same time as the quarterly program report.

Appendix B2 – Sample Subrecipient Contract

CFDA: 14.218

Subrecipient Contract
Contract No. 32000603
Housing Projects

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City," and the Portland Housing Center (PHC), hereafter called Subrecipient, to provide home buyer assistance to low income participants in the form of outreach, financial fitness classes, and home buyer education and counseling.

1. Effective Date and Duration

This contract shall become effective on July 1, 2011. This contract shall terminate on June 30, 2012.

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, approve all changes except those that increase the total contract amount.

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Phil Willis-Conger	Contract Manager: Michelle Puggarana
421 SW Sixth Ave., Suite 500	3233 NE Sandy Blvd
Portland, OR 97204	Portland, OR 97232
(503) 823-3486	(503) 282-7744
(503) 823-2387 (fax)	(503) 736-0101 (fax)
Phil.Willis-Conger@portlandoregon.gov	Michellep@portlandhousingcenter.org
	EEO expiration date: 09-30-2011
	Business License No.: 440588

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$100,000 in Community Development Block Grant Funds (CDBG). The compensation requirements are contained in Section IV. The **final invoice** is due **July 9, 2012**.

5. Reporting

The Reporting requirements are contained in Section III. The **final report** is **due** Wednesday, **July 13, 2012**.

6. Funding

This Subrecipient contract will be paid fully with federal funding.

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	Budget	2
Exhibit B	Request for Payment Form	1
Exhibit C	Quarterly & Final Project Report Form	2
Exhibit D	MOU with APICIA	4

I. Scope of Activities

The Subrecipient will undertake activities as described below for the duration of the Contract.

These activities meet the *CDBG National Objective* by benefiting Low and Moderate-Income households (24 CFR 570.208 (a)(2)) through Limited Clientele Activities, and they are eligible as a *public service* (24 CFR 570.201(e)).

A. Services through Partnership with APICIA

- a. The partners' roles and responsibilities are outlined in the MOU with the Asian and Pacific Islander Community Improvement Association (APICIA).
- b. Specifically, APICIA will:
 - Maintain a contract staff to coordinate classes and carry out reporting functions;
 - Provide volunteers from home buying professions to teach PHC-sponsored home buying classes in Russian, Chinese, and Vietnamese.
 - Teach PHC-sponsored HUD-certified home buying classes in Chinese, Vietnamese and Russian, as needed.

B. Outreach:

Conduct culturally specific outreach and affirmative marketing efforts throughout Portland, including:

- Outreach or marketing activities, including homeownership and neighborhood fairs;
- Social networking mediums, such as Black Planet, Mi Gente, and Facebook;
- E-newsletters, newspapers, radio, television, and websites to promote services;
- Networking with friends, family, employers and former customers.

In all publicity associated with this contract, include information that the program is funded through the Portland Housing Bureau.

C. Home Buyer Counseling and Education

Provide a comprehensive multi-cultural, multi-lingual HUD certified home buyer development program with over 51% of the clients at or below 80% MFI. The program includes the following activities:

- Individual assessment of mortgage readiness (review of credit, savings, debts, income);

- Financial literacy courses (English and Spanish)
- An Individual Development Account (IDA) matched savings program;
- One-on-one customized home buyer counseling;
- 8 hour HUD-certified home buyer education classes (available in English, Spanish, Vietnamese, Chinese and Russian, and online for households with barriers to attending in-person classes);
- Training volunteers from APICIA to teach HUD-certified home buying courses in Russian, Vietnamese and Chinese.
- Providing access to experienced home buying professionals;
- The PHC funded down payment assistance for low to moderate income households (Mortgage Assistance Program);
- Providing access to affordable first mortgage products in-house (FHA, VA, USDA, conventional and Oregon State Bonds loans when available);
- Individualized pre-closing meetings and loan document review;
- Homeowner classes to promote sustainable homeownership (home maintenance and repair and tax issues.

D. Document Client Eligibility

Document eligibility of all low-income households by having clients complete and sign a verifiable income certification form, certifying the accuracy of the information reported. Over 51% of all clients served under this contract must be or below 80% MFI.

II. Performance Measures

A. Outputs:

The Portland Housing Center will:

1. Provide one homebuyer education class per month for a total of 12 in the contract period;
2. Provide 50 one-on-one counseling appointments per month, for a total of 600 households in the contract period;
3. Provide 11 financial literacy workshops (comprised of 4 sessions per workshop) in the contract period;
4. Train new volunteers from APICIA to teach HUD-certified, PHC-sponsored home buyer courses meeting PHC and National Industry Standards.
5. Enroll 10 new participants in the IDA Program

APICIA will:

1. Provide 6 professionals to be trained to teach HUD-certified Portland Housing Center-sponsored Homebuying classes: two Russian speaking professionals, two Chinese speaking professionals, and two Vietnamese speaking professionals.

B. Outcomes:

The Portland Housing Center:

1. 350 households will complete home buyer education.

2. 1,000 unduplicated individuals will complete one-on-one home buyer counseling.
3. 150 households will complete Financial Literacy Workshops.
4. 20 IDA account holders will purchase homes.
5. 50 households from historically underserved populations will be tracked to homeownership.
6. 275 total households will purchase homes in the City of Portland.

The Asian and Pacific Islander Community Improvement Association:

1. The pool of trained professionals will teach one PHC-sponsored HUD-certified Home Buying 101 class per quarter in each of the three languages: Chinese, Russian, and Vietnamese.
2. 5 households from historically underserved populations will buy homes. (These are included as part of the total goal of 50 households from outcome "5." above.)

III. Required Reporting

- A. Quarterly and Final Project Reports – The Subrecipient will prepare quarterly reports summarizing the program outputs and outcomes achieved to date using the form provided in this contract. Quarterly reports are due 30 days after the end of the quarter except for the **final quarter**. (Reports are due October 31, 2011, January 30, 2012, April 30, 2012 and **July 13th, 2012**.) (See Exhibit C for reporting forms). Other reports, within reason, may be requested as necessary by the City Contract Manager.
- B. Client Data Tracking - Subrecipient will enter information on all client services and demographic information for all participant households in the on-line database system ServicePoint, due at the same time as the quarterly reports. PHB will provide, free of charge, access, training and support for use of ServicePoint. Payment for invoices may be withheld until this information is entered into Service Point if it is not available by the time Quarterly and Final Project Reports are due.

The subrecipient must capture and report to PHB the following data for each client served:

- Residence upon entry into program
- Zip Code
- Date of Birth
- Housing Status (Literally Homeless, Unstably Housed, Imminently losing housing, Stably Housed)
- age,
- gender,
- race,
- ethnicity,
- income,

- percentage of MFI,
- assistance provided,
- number and ages of household beneficiaries,
- whether the person is
 - disabled,
 - a female head of household
 - over 65 yrs of age
 - a limited English language speaker
 - US military veteran

IV. Compensation and Method of Payment

- A. The City will reimburse the Subrecipient for actual expenditures in accordance with the Budget (Exhibit A), upon submission of an itemized billing statement that includes back-up documentation.
- B. All funds received by the Subrecipient must be disbursed within three (3) working days of receipt.
- C. Any changes to the approved budget must be authorized in writing by the City Project Manager before any expenditure of funds in new amounts or line items.
- D. Total compensation under this Contract shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).

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.** During the performance of this Contract, the Subrecipient agrees as follows:
(a) 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).

(b) 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).

(c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

(d). 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.

(e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- 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 here under.

- I. **AUDIT OF PAYMENTS.** 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 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 agreement. 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 subcontracts, 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 renew 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 Contractor 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, 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 subcontractors 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.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor 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 570.502(b).** The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it must comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85

(Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

- 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. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract.
- T. 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 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.

- U. 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.

- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

The Subrecipient shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contract) and that all subcontractors shall certify and disclose accordingly.

- W. **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.
- X. **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.
- Y. **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.
- Z. **INTEGRATION.** This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- AA. **LABOR STANDARDS.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar

as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

- BB. 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.
- CC. 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.
- DD. 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. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.

FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

GG. CHURCH/STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

HH. 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.

II. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.

JJ. ENVIRONMENTAL REVIEW. Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.

KK. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.

- LL. **SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS.** Contractors and County must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women’s business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.
- MM. 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.

PORTLAND HOUSING CENTER

CITY OF PORTLAND

Peg Malloy
Executive Director
Portland Housing Center
Date

Margaret Van Vliet
Director
Portland Housing Bureau
Date

APPROVED AS TO FORM:

Linda Meng
City Attorney
Date

EXHIBIT A
FY 2011-2012 Home Ownership Programs and Services
Portland Housing Center Contract Budget

Budget Category	FY 11/12 Total Program Budget	FY 11/12 PHB Request
Personnel		
Salaries	324,668	61,500
Benefits & Payroll Taxes	87,495	16,500
Total Personnel	<u>412,163</u>	<u>78,000</u>
Operating Expenses		
Computer Technology	13,153	3,000
Subcontractor (APICIA)	10,000	10,000
Other:	83,333	
Total Operating Expenses	<u>106,486</u>	<u>13,000</u>
Administrative Expenses		
Office / Facility Rent	5,800	
Utilities	11,652	
Office Supplies	3,929	
Travel & Training	13,420	
Audit Services	12,000	
Insurance	5,600	
Total Administrative Expenses	<u>52,401</u>	<u>0</u>
Program/Client Assistance		
Specify: Workshops/classes*	22,000	5,000
Specify: Credit reports	7,200	4,000
Total Client Assistance	<u>29,200</u>	<u>9,000</u>
TOTAL BUDGET	600,250	100,000

*Workshop costs include: printed material, supplies, hospitality costs, and curriculum costs

Staffing Descriptions and Amounts

Position Title and Description	FTE	PBH-Requested Amount
Program Manager	0.50	17,000
Program Assistant	1.00	15,500
Data Management Specialist	1.00	15,500
Home Buying Specialists (2)	2.00	30,000
TOTAL STAFF BUDGET	5.0	\$78,000

Other Funding Sources

Fund Source	Status of Funding	Amount
Foundation Grants	In Process of Applying	182,500
Corporate contributions	Received \$30,394	140,500
NeighborWorks	Received \$10,000	170,000
Government Contracts	Pending	33,000
Individual Donations	Pending	12,000
IDA Income	Received \$3,116	49,200
Interest income	Received \$362	5,820
Program Fees	Received \$3,436	45,500
TOTAL PROGRAM BUDGET	Received \$47,308	\$638,520

**EXHIBIT B
Request for Payment**

TO: City of Portland/PHB
 Attn: Phil Willis-Conger
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

Request for Payment #: _____ Contract #: 32000603

Billing Period: _____ Contract Period: 7/1/2011 – 6/30/2012

CDBG

Budget Category	Contract Budget	Amount this Invoice	Billed Year to Date	Balance
Personnel	\$78,000			
Operating Expenses	\$13,000			
Program Expenses	\$9,000			
TOTAL	\$100,000			

Certification: I certify that to the best of my knowledge and belief this invoice is correct and complete, that all of the expenses are for the purpose set forth in the award document, and that I understand that these expenses are subject to future audit.

Preparer's Signature: _____
Print Name and Title here

Date submitted: _____

Phone: _____

Email: _____

Authorizing Signature: _____
Print Name and Title here

Date: _____

NOTE: For billing purposes this form must be recreated on the agency's letterhead that includes contact information or the invoice will not be valid.

EXHIBIT C
Quarterly and Final Project Report

Subrecipient Name:	Portland Housing Center
Contract Number:	32000603
Prepared by:	
Date Submitted:	
Program Title:	Home Ownership Programs and Services
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 31, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
OUTCOMES						

* Attach summary of individuals served (the ACDC ServicePoint Report).

As a part of this report provide a *brief* written response to the following questions:

1. **ACCOMPLISHMENTS:** Describe the overall accomplishments and successes achieved through the Contract.
2. **CHALLENGES:** Describe any challenges, including any project activities, outputs, or outcomes that are behind schedule or are not being provided, and how you dealt with them.

3. **NEW DIRECTIONS.** Describe any activities or approaches taken that deviate from or add to the scope of the project.
4. Additional comments or feedback on the contracts:

Additional Questions for the Final Report Only

5. **GAPS:** Are the clients served experiencing problems because of limitations of the program, or because of a lack of other services?
6. **TRENDS:** Describe trends in the work and the clients served.
7. **SUGGESTED CHANGES:** What changes would you recommend for the program and/or the contract?

Reports are due according to the schedule listed in Section III Reporting Requirements. Return to Phil Willis-Conger via email: Phil.Willis-Conger@portlandoregon.gov.

EXHIBIT D

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered between **Asian and Pacific Islander Community Improvement Association (APICIA)** and **Portland Housing Center (PHC)** this 16th day of JUNE, 2011 (Effective Date).

Recitals

APICIA is a nonprofit corporation founded to promote increased homeownership for historically underserved populations;

APICIA's activities address one of the City of Portland's primary goals of reducing the minority homeownership gap in the metro area;

APICIA has organized, sponsored and operated an annual Asian Pacific Islanders home buying fair since 2000;

APICIA offers home buyer education classes under the HUD certification of the Portland Housing Center using the NeighborWorks America *Realizing the American Dream* curriculum, and has the capacity to provide these classes Vietnamese, Chinese and Russian languages using bilingual volunteers;

PHC is a nonprofit corporation formed in 1991 to promote homeownership in the Portland metro area;

PHC is a HUD certified housing counseling agency and a certified non-profit provider of secondary mortgage financing;

PHC operates a down payment assistance program for first time homebuyers and a variety of other pre and post purchase education and counseling programs;

PHC is experienced administering grant and loan programs including those from the City of Portland's Portland Housing Bureau.

APICIA and PHC have agreed to work in partnership to apply for funding from the Portland Housing Bureau (PHB) to support a joint project to increase homeownership opportunities for historically underserved populations.

In consideration of the mutual agreements contained in this Memorandum of Understanding, the parties agree as follows:

1. APICIA Responsibilities.

- 1.1 APICIA will collaborate with PHC to provide multi-lingual home buyer education classes and make available to PHC bilingual presenters for PHC and APICIA home buyer education classes as required;
- 1.2 APICIA will hire a contractor to coordinate classes and maintain reporting functions;

- 1.3 APICIA will provide marketing and outreach to the community as part of the delivery of program services.
- 1.4 APICIA will ensure that all class attendees complete the PHC registration packet to ensure appropriate data collection per HUD and Portland Housing Bureau.
- 1.5 APICIA will provide PHC with a list of class snacks and supplies needed 3 days in advance of classes.
- 1.6 APICIA will provide data on home buyer education class attendees quarterly to PHC as required for reporting to PHB to avoid duplication.
- 1.7 APICIA will ensure that volunteers teaching in classes sign a PHC Volunteer Agreement which outlines a code of conduct and ethics.
- 1.8 APICIA will assist PHC in collecting purchase documentation to include Good Faith Estimate and HUD-1 Settlement Statement for clients who attend APICIA classes.

2. PHC Responsibilities.

- 2.1 PHC will prepare program reports and compliance documentation as required by the Portland Housing Bureau;
- 2.2 PHC will provide training to bilingual professionals recruited by APICIA to teach culturally appropriate home buying classes;
- 2.3 PHC will provide the *Realizing the American Dream* and *Freddie Mac Credit Smart* curriculum in languages available for APICIA home buyer education classes.
- 2.4 PHC will provide snacks and supplies for APICIA classes.
- 2.5 PHC will issue certificates of completion of home buyer education to clients and their home buying service providers (lender, down payment assistance provider, etc.) once appropriate documentation is provided (to include completed Certificate Request Form and Good Faith Estimate).
- 2.6 Clients provided education by APICIA through this partnership will not be required to take additional PHC home buying course.

2A. Collaboration Responsibilities

PHC and APICIA will achieve the goal of creating 5 new homeowners of Asian and/or Russian descent.

3. Financial Agreement.

PHC intends to support APICIA to hire a consultant to coordinate services under this MOU *contingent upon receiving full funds requested from Portland Housing Bureau.**

Consultant: 10,000.00*

GRAND TOTAL \$10,000.00*

Any modification of the terms of this Agreement or its attachments, including assignment of rights or obligations, shall be in writing and signed by all parties.

Either party may elect to terminate this Agreement upon giving thirty (30) days written notice to the other party and PHB, delivered by certified mail or in person. Termination of the Agreement for any cause shall be without prejudice to any obligations or liabilities of either party accrued

prior to or because of such termination.

4. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue for one year and shall be automatically renewed for a like period unless terminated by either party for cause or unless terminated by mutual agreement of the parties.

5. Agents and Employees. PHC may employ or otherwise retain such person(s) as it believes appropriate to assist it in carrying out its obligations under this Memorandum of Understanding. Any such person employed or retained by PHC shall not be the agent or employee of APICIA, the compensation of such person(s) shall be paid solely by PHC.

6. Notices. Any notice, demand or request required or permitted to be given under this Agreement (i) shall be in writing; (ii) shall be delivered personally, including by means of facsimile or courier, or mailed by registered or certified mail, postage prepaid and return receipt requested; and (iii) shall be deemed given on the date of personal delivery or on the date set forth on the return receipt.

7. Entire Agreement. This Memorandum of Understanding contains the entire agreement between the parties and can only be changed, modified, amended, or terminated through written agreement. It is mutually acknowledged and agreed by the parties that there are no verbal agreements, representations, warranties, or other understandings affecting this agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to agreements made and to be fully performed in the State of Oregon, exclusive of conflicts of laws principles.

9. Severability; Nonprofit Status.

9.1 If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible and shall not be affected thereby.

9.2 No provision of this Agreement is intended to affect the status of either party as a tax-exempt, nonprofit public benefit corporation under the Oregon Nonprofit Corporation Act and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. If any provision would cause either party to lose this status, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible while maintaining their status as tax-exempt, nonprofit public benefit corporations as described above. If it is not possible to achieve this by adjustment of such provision, the provision shall be voided and, if possible, the remaining provisions of the Agreement shall be construed in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible and shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly signed

in their respective corporate names by their duly authorized officers as of the day and year first above written.

Asian Pacific Islander Community Improvement Association
an Oregon nonprofit public benefit corporation

By: Timothy Ng
Timothy Ng
President

Portland Housing Center
an Oregon nonprofit public benefit corporation

By: Peg Mallory
Peg Mallory
Executive Director

CITY CONTRACT NO.: 30002201 COUNTY CONTRACT NO.: 1011165

**IGA BETWEEN
CITY OF PORTLAND, PORTLAND HOUSING BUREAU
AND
MULTNOMAH COUNTY, ENVIRONMENTAL HEALTH SERVICES DEPARTMENT**

This contract for services (Contract) is between the City of Portland, Oregon, acting through its Portland Housing Bureau (PHB) (City) and Multnomah County, acting through its Environmental Health Services Division of the Health Department (Subrecipient).

This Contract consists of the following sections:

Part A: Contract	Page 1
Table A: Contracted Service Programs	Page 3
Part B: General Terms and Conditions	Page 4
Part C: Multnomah County CAIR Program	Page 14
Part D: Portland Healthy Homes Program	Page 19

PHB	Subrecipient
Contract Manager: Andrea Matthiessen	Contract Manager: Kim Tierney
421 SW Sixth Ave., Suite 500	3653 SE 34th Avenue
Portland, OR 97204	Portland, OR 97202
(503) 823-2387	503-988-3663 * 22850
(503) 823-2387 (fax)	503-988-5844 (fax)
Andrea.matthiessen@portlandoregon.gov	Kim.h.tierney@co.multnomah.or.us
	EEO: Exempt
	Business License No.: Exempt

PART A: CONTRACT

1. **DESCRIPTION OF SERVICES:** Subrecipient will provide the services included in Table A: Contracted Service Programs, and the related Exhibits.

2. **COMPENSATION:** City shall pay Subrecipient quarterly for provision of services, upon receipt of invoice documenting expenditures and a service report for each program included in this Contract, as described in the Exhibits. Total compensation under this Contract shall not exceed SIXTY-FIVE THOUSAND DOLLARS (\$65,000)
 - A. **REPORTING:** The reporting requirements are contained in Part C and D, Section IV. All final reports and invoices are due on **July 9, 2012**.

- B. **CITY CONTRACT MANAGER:** The City Contract Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Contract as provided herein, and to carry out all other City actions referred to herein.
- C. **TERM.** The terms of this Contract shall be effective as of July 1, 2011 and shall remain in effect during any period the Subrecipient has control over City and Federal Funds, including program income. The Contract shall terminate as of June 30, 2012. 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.

MULTNOMAH COUNTY

CITY OF PORTLAND

 Lillian Shirley , Director Date
 Multnomah County Health Department

 Jacob Fox, Interim Director Date

 Lila Wickham, Manager Date
 Multnomah County Environmental Health

REVIEWED:

APPROVED AS TO FORM:

 Bernadette Nunley Date
 Assistant County Attorney

 Linda Meng, City Attorney Date

 LaVonne Griffin-Valade Date
 Auditor of the City of Portland

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Multnomah County CAIR Program	\$35,000	CDBG	C
Portland Healthy Homes Program	\$30,000	HUD Healthy Homes Grant funds	D
TOTAL	\$65,000		

PART B: GENERAL TERMS AND CONDITIONS

- 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.** During the performance of this Contract, the Subrecipient agrees as follows:
- (a) 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).
 - (b) 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).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d). 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.
 - (e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- 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 here under.
- I. AUDIT OF PAYMENTS. 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 City.

- J. INDEMNIFICATION. Subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, 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 of Subrecipient's subcontractors' work under this contract.
- K. LIABILITY INSURANCE.
(a) In lieu of Liability Insurance coverage, Subrecipient (Multnomah County) can provide proof of its Self-Insured Liability Program. 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. 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 agreement. The insurance shall be without prejudice to coverage otherwise existing. 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) In lieu of Workers' Compensation Insurance coverage, Subrecipient (Multnomah County) can provide proof of its Self-Insured Workers' Compensation Program. The Subrecipient, its subcontracts, 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 renew 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 Contractor 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, 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 subcontractors 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.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor 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 570.502(b).** The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it must comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

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. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract.

T. **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 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.

U. **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.

V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

The Subrecipient shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contract) and that all subcontractors shall certify and disclose accordingly.

W. **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.

- X. 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.
- Y. 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.
- Z. INTEGRATION. This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

- BB. 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.
- CC. 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.

- DD. **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. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.
- EE. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.
- FF. **LOBBYING.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. **CHURCH/STATE.** The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

- HH. 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.
- II. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- JJ. ENVIRONMENTAL REVIEW. Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- KK. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.
- LL. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Contractors and County must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

MM. 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>

PART C:
Multnomah County Environmental Health Services Department
Community Asthma Inspection & Referral Program (CAIR)

I. SCOPE OF SERVICES

Multnomah County Health Department (MCHD) will provide the following services described below:

- A. Conduct client intake:
 - 1. Collect income documentation and verify that all households whose units are receiving rehabilitation assistance are below 80% median family income (MFI) using client self-certification information to document income eligibility.
 - 2. Collect race and ethnicity data for each household whose home is inspected by MCHD, per Exhibit C-1.

- B. Conduct physical inspections:
 - 1. Conduct a physical inspection to identify any health, sanitation, or safety-related hazards that may be compromising the health of household member.

- C. Develop scope of work and make referrals:
 - 1. Develop scope of work that includes repair of any health, sanitation, or safety-related hazards identified in the unit inspection.
 - 2. Refer households to appropriate service provider for repairs (PHB Lead Hazard Control Program, Multnomah County Weatherization Program, Reach Community Builder Program, etc.)

- D. Household follow-up:
 - 1. Connect with assisted households to ensure repairs were completed satisfactorily.
 - 2. Conduct post-evaluation to determine continued improved physical condition of the home at six-month post enrollment.

II. PERFORMANCE MEASURES

- A. Healthy Homes Inspections
 - 1. Conduct at least 80 inspections for low-income homeowners or renters

- B. Rehab referrals
 - 1. Refer no more than 40 households to community partners for repairs or rehab improvements.

III. REPORTING REQUIREMENTS

The Subrecipient shall prepare and submit the following reports to the Portland Housing Bureau:

- A. Provide CITY with a copy of the quarterly reports required by HUD for the MCHD Healthy Homes Demonstration Grant.
- B. Quarterly and final reports due October 30, 2011, January 30, 2012, April 30, 2012, and **July 9, 2012**, that includes a summary of the year's activities using the report format in Exhibit C-1.

IV. COMPENSATION AND METHOD OF PAYMENT

Method of Payment

- A. The City will reimburse MCHD for expenses in accordance with the budget (Exhibit C-2).
- B. Invoices will be delivered no less than on a quarterly basis.
- C. Statements will identify the amount of expenditure by budget line item for the period billed and the amount of expenditure billed year to date by budget line item.
- D. Subrecipient will maintain documentation of all expenses and make such records available for inspection by the City upon request.
- 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. Total compensation under this contract shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).
- G. Final invoices for this contract must be received by the City Contract Manager by **July 9, 2012**.

EXHIBIT C-1
Quarterly and Year-End Report

PORTLAND HOUSING BUREAU
PROJECT PROGRESS REPORT

AGENCY NAME: Multnomah County Health Department DATE _____
PREPARED BY: _____ CONTRACT NO: 30002201

- [1] **ACTIVITIES.** Describe the major activities carried out during the reporting period.
- [2] **SHORTFALLS.** Describe any project activities that are behind schedule or are not being carried out, and explain the reason for the problems and how they are being resolved.
- [3] **NEW DIRECTIONS.** Describe any activities or approaches taken that deviate from or add to the scope of the project.
- [4] **CLIENT DEMOGRAPHIC INFORMATION.** List total number of clients participating in the project for the reporting period and since the program began.

EXHIBIT C-1

(Page 2 of 2)

BENEFICIARY DATA REPORT

Individual Beneficiary

Household Beneficiaries

1. GENDER	
Male	
Female	
Total	0

2. RACIAL DATA (Required)	NON-HISPANIC	HISPANIC	TOTAL
White			0
Black/African American			0
Asian			0
American Indian/Alaskan Native			0
Native Hawaiian/Other Pacific Islander			0
American Indian/Alaskan Native & White			0
Asian & White			0
Black/African American & White			0
Am. Indian/Alaskan Native & Black/African American			0
Other			0
Total*	0	0	0

*Total should add up to the total people served.

3. INCOME (Required)	
Over 80% of M.I.	
(Moderate Income) 51%-80% of M.I.	
(Low) 31%-50% of M.I.	
(Extremely Low) 0-30% of M.I.	
Total Low/Moderate Income	0
Total Income*	0

**Total income should add up to the total people served.

4. RESIDENCE	
NE Portland	
SE Portland	
NW Portland	
SW Portland	
N Portland	
Total	0

5. OTHER	
Female Head of Household (Required)	
Elderly Head of Household (Over 65)	
Disabled/Special Needs	
Total	0

EXHIBIT C-2

**Budget and Request for Payment
PORTLAND HOUSING BUREAU
Multnomah County Environmental Health Services Department
CAIR Program FY 2011-12**

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

Contract #: 30002201 (Multnomah County CON# 1011165)
Request for Payment #: _____
Billing Period: _____

CDBG

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	AMOUNT BILLED TO DATE	BALANCE
Personnel	\$31832.50			
Admin/Indirect 9.05%	\$3167.50			
TOTAL	\$35,000			

Please attach detailed information as specified in the contract or requested by contract manager

Total Amount Requested: _____

Total Balance: _____

MCHD/Prepared By: _____

Phone No.: _____

MCHD/Approved By _____

Email: _____

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

**PART D:
PORTLAND HEALTHY HOMES PRODUCTION GRANT**

I. SCOPE OF SERVICES

Multnomah County Health Department (MCHD) will provide the following services described below:

- A. Conduct minor revision of the Multnomah County CAIR Application to allow the Portland Healthy Homes Program to utilize the application for program implementation by providing the following:
 - 1. Ability to have client/case be referred and managed by more than one program (Healthy Homes and City of Portland)
 - 2. Ability for City of Portland staff to view/edit all sections of the client's case record regardless of the program the client is assigned.
 - 3. Need to track the structural repairs (work order) done to the structure
 - 4. Need to track when /if clearance was given to the work done on behalf of the City of Portland grant.
 - 5. Need to track costs associated with the structural repairs
 - 6. Need to track the areas within the residential structure where repairs were done
 - 7. Need to ability to refer Healthy Homes cases to City of Portland and vice versa

- B. The CAIR Application will be provided technical support solely by Multnomah County Information Technology staff. Requests for assistance and support will be managed by and through Multnomah County Environmental Health employees or other County staff by arrangement.

- C. Reporting for specific clients and households with the City of Portland program designation will be generated by Multnomah County regular, non-temporary employees. This is a requirement to avoid more costly modifications to the application.

- D. At the end/termination of the IGA the county, if requested, will provide an archive file of city data in a mutually agreed upon common, non proprietary format

- E. County will provide .05 FTE Principle Investigator for project evaluation.

II. OBLIGATIONS OF THE CITY: The City agrees to the following conditions:

- A. The CAIR application, comprising web services, databases, and servers, are solely owned by Multnomah County. The agreement provides for the use of the CAIR system by the City. Any modifications to the application to facilitate City of Portland use will remain the sole property of Multnomah County.

- B. City of Portland staff will use the CAIR application in its current state, with the exception of minor changes that need to be made to allow for City of Portland 'program' data segregation. There is no intent to further customize the application beyond the needs of Multnomah County.
- C. City of Portland staff will sign all necessary paperwork that allows them access to the CAIR application.
- D. In addition to agreeing to the parameters of the HIPAA Business Associate Agreement included as Exhibit D-1 in this IGA, City of Portland staff who have direct or indirect access to client data that is captured, maintained, and reported using the CAIR application will take required HIPAA training and sign HIPAA confidentiality agreements.

III. PERFORMANCE MEASURES

- A. Subrecipient will provide services included in this Agreement within three months of the date this IGA is signed.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. The Subrecipient will be compensated for the above described services. The payment 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 service.
- B. No funds under this Subrecipient may be used to purchase non-expendable personal property or equipment, either by the Subrecipient or any subcontractors with whom the Subrecipient enters into Contracts without prior written permission from the City Contract Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by City-funded programs.
- C. The City will reimburse Subrecipient for expenses in accordance with the budget (Exhibit D-2). Invoices will be delivered no less than on a quarterly basis. Statements will identify the amount of expenditure by budget line item for the period billed and the amount of expenditure billed year to date by budget line item. Subrecipient will maintain documentation of all expenses and make such records available for inspection by the City upon request. "
- D. It is agreed that total compensation under this Contract shall not exceed THIRTY THOUSAND DOLLARS (\$30,000).
- E. Final invoices on this contract must be received by the City Contract Manager by **July 9, 2012**.

EXHIBIT D-1
Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Business Associate Compliance Requirements

I. General:

For purposes of this Contract, City is County's business associate and will comply with the obligations set forth below. City and County agree to amend this section if necessary to allow either party to comply with the Privacy or Security Rule.

II. Definitions:

Terms used, but not otherwise defined in this section, will have the same meaning as those terms in the Privacy Rule and Security Rule.

- A. **Breach:** As defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, cause, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information such that it poses a significant risk of financial, reputational or other harm to the individual.
- B. **Designated record set:** as defined in 45 CFR 164.402.
- C. **Individual:** as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- D. **Privacy Rule:** the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and part 164, subpart A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
- E. **Protected Health Information:** as defined in 45 CFR 160.103, limited to the information created or received by City on behalf of County.
- F. **Required by Law:** as defined in 45 CFR 164.103.
- G. **Secretary:** the Secretary of the U.S. Department of Health and Human Services or designee.
- H. **Security Rule:** the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and part 164, subpart A and C.
- I. **Unsecured Protected Health Information:** PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR 164.402.

III. City's Obligations:

- A. City agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Contract or as Required by Law. City further agrees to use or disclose Protected Health Information only on behalf of, or to provide services to, the County in fulfilling City's obligations under this contract, and to not make uses or disclosures that would violate the Privacy Rule or violate County's Minimum Disclosure policy.

- B. When using, disclosing, or requesting PHI, City agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d), with the following exceptions:
 - 1. disclosures to or requests by a health care provider for treatment
 - 2. disclosures made to the individual about his or her own PHI information
 - 3. uses or disclosures authorized by the individual
 - 4. disclosures made to the Secretary of Health and Human Services in accordance with the HIPAA Privacy Rule
 - 5. uses or disclosures that are Required by Law
 - 6. uses or disclosure that are required for compliance with the HIPAA Transaction Rule

- C. City will be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as County.

- D. City agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Contract.

- E. City agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR 164 Subpart C.

- F. City agrees to immediately notify County of any security incident, including use or disclosure of the PHI in violation of or not provided for by this Contract of which it becomes aware.

- G. City will promptly notify County of a Breach of Unsecured PHI following the first day on which City (or City's employee, office or agent) knows or should have known of such Breach. City's notification to County must:
 - 1. Be made to County no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
 - 2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
 - 3. Be in substantially the same form as the attached Exhibit A.

- H. City agrees to mitigate, to the extent practicable, any harmful effect that is known to City of a use or disclosure of PHI or Breach of Unsecured PHI by City in violation of the requirements of this Contract.
- I. City agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by City on behalf of County, agrees to the same restrictions and conditions that apply through this Contract to City with respect to such information.
- J. City agrees to provide access to PHI about an individual contained in a Designated Record Set within 5 working days of County's request. If an individual requests access to information directly from City, City agrees to forward the request to County within 2 working days of receipt. County will be responsible for any denials of requested PHI.
- K. City agrees to make any amendments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR.164.526 within 10 working days of County's request.
- L. City agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by City, on behalf of, County available to County or Secretary upon request of County or Secretary, for purposes of the Secretary determining County's Compliance with the Privacy Rule or the Security Rule.
- M. City agrees to document such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528. City will make available, at a minimum, the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. City hereby agrees to implement an appropriate record keeping process to comply with this section.
- N. City agrees to provide County or an Individual, within 10 working days of the request from County or individual, information collected under Item 9 of this section, to permit County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.

IV. Termination

- A. Notwithstanding any other termination provisions in this Contract, County may terminate this contract in whole or in part upon 5 working days written notice to City if the City breaches any provision contained in this section, HIPAA Compliance, and fails to cure the breach within the 5 working day period;

provided, however, that in the event termination is not feasible County may report the breach to the Secretary.

- B. Upon termination of this Contract for any reason, City will extend the protections of this section, HIPAA Compliance, to any records containing PHI that City is required to retain under any provision of this Contract.

V. Remedies in Event of Breach

City recognizes that irreparable harm will result to County, and to County business, in the event of breach by City of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections C above, County will be entitled to enjoin and restrain City from any continued violation of Section C. Furthermore, in the event of breach of Section C by City, County is entitled to reimbursement and indemnification from City for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any Breach of Unsecured PHI, that were reasonably incurred as a proximate result of City's breach. The remedies contained in this Section E are in addition to (and not supersede) any action for damages and/or any other remedy County may have for breach of any part of this Agreement.

EXHIBIT A TO BA AGREEMENT

**NOTIFICATION TO MULTNOMAH COUNTY ABOUT A
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Section C7 of the Business Associate Agreement between:

- Multnomah County, and
- City of Portland

City notifies County that there has been a breach of unsecured (unencrypted) protected health information (PHI) that City has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what City is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

EXHIBIT D-2

Budget and Request for Payment
PORTLAND HOUSING BUREAU
Multnomah County Environmental Health Services Department
Portland Healthy Homes Production Grant FY 2011-2012

REQUEST FOR PAYMENT

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

Request For Payment #: _____ Contract #: 30002201 (Mult.Cty.# 1011165)
Billing Period: _____

General Funds

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS BILL	AMOUNT BILLED TO DATE	BALANCE
IT	\$22,000			
Personnel	\$8,000			
Indirect 9.05%	\$2,715			
TOTAL	\$30,000			

Total Amount Requested _____

County/Prepared By _____ Phone No. _____

Email _____

County/Approved By _____
Signature Date

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

CONTRACT NO. 32000582
OMNIBUS CONTRACT BETWEEN
CITY OF PORTLAND, PORTLAND HOUSING BUREAU
AND CENTRAL CITY CONCERN
 Ending Homelessness Initiative

This Contract for services (Contract) is between the City of Portland, Oregon acting through its Portland Housing Bureau (City) and Central City Concern (CCC) (Subrecipient).

This Contract consists of the following sections:

Part A:	Contract	Page 1
Table A:	Contracted Service Programs	Page 3
Part B:	General Terms and Conditions	Page 4
Part C:	Alcohol and Drug Free Community (ADFC) Description	Page 15
Part D:	Benefits & Entitlements Specialist Team (BEST) Description	Page 22
Part E:	Community Engagement Program (CEP) Description	Page 29
Part F:	Recuperative Care Program (RCP) Description	Page 36

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Jennifer Chang	Contract Manager: Kristy Faricy
421 SW Sixth Ave., Suite 500	232 NW 6 th Avenue
Portland, OR 97204	Portland, OR 97209
(503) 823-2391	(503) 200-3894
(503) 823-2387 (fax)	(503) 294-4321 (fax)
jennifer.chang@portlandoregon.gov	Kristy.Faricy@ccconcern.org
	EEO: 04/12/2013
	Business License No.: 991565

PART A: CONTRACT

1. **DESCRIPTION OF SERVICES:** Subrecipient will provide the services included in Table A: Contracted Service Programs, and the related Parts.

2. **COMPENSATION:** City shall pay Subrecipient monthly for provision of services, upon receipt of invoice documenting expenditures. Total compensation under this Contract shall not exceed NINE HUNDRED THOUSAND AND SEVEN HUNDRED AND FIFTY DOLLARS (\$900,750).

3. **REPORTING:** The terms of this Contract shall be effective as of July 1, 2011 and shall remain in effect during any period the Subrecipient has control over City and Federal Funds, including program income. The Contract shall terminate as of June 30, 2012. Final invoice and report are due **July 9, 2012**.

4. **CITY CONTRACT MANAGER:** The City Contract Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Contract as provided herein, and to carry out all other City actions referred to herein.

5. **TERM:** The terms of this Contract shall be effective as of July 1, 2011 and shall remain in effect during any period the Subrecipient has control over City funds, including program income. The Contract shall terminate as of June 30, 2012. 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 relative to any project funded under this Contract.

In witness whereof, the parties hereto have caused this Contract to be executed by their authorized officers.

CENTRAL CITY CONCERN

CITY OF PORTLAND

Ed Blackburn Date
Executive Director

Margaret Van Vliet, Director Date
Portland Housing Bureau

APPROVED AS TO FORM:

Linda Meng Date
City Attorney

LaVonne Griffin-Valade Date
City Auditor

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Alcohol and Drug Free Community (ADFC) Transitional Housing	\$100,000 \$265,000	General Fund ESG	C
Benefits & Entitlements Specialist Team (BEST) Program	\$200,000	General Fund	D
Community Engagement Program (CEP)	\$287,000	General Fund	E
Recuperative Care Program (RCP)	\$48,750	General Fund	F
TOTAL	\$900,750		

PART B: GENERAL TERMS AND CONDITIONS

- 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.** During the performance of this Contract, the Subrecipient agrees as follows:
- (a) 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).
 - (b) 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).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d). 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.
 - (e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities

and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- 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 here under.
- I. AUDIT OF PAYMENTS. 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 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 agreement. 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 subcontracts, 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 renew 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 Contractor 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, 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 subcontractors 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.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor 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 570.502(b).** The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it must comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

- 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. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract.

- T. **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 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.

- U. **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.

- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

The Subrecipient shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contract) and that all subcontractors shall certify and disclose accordingly.

- W. **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.

- X. **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.
- Y. **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.
- Z. **INTEGRATION.** This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- AA. **LABOR STANDARDS.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

- BB. **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.

- CC. 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.
- DD. 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. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. CHURCH/STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

- HH. **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.
- II. **DRUG-FREE WORKPLACE.** The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- JJ. **ENVIRONMENTAL REVIEW.** Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- KK. **DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS.** Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.
- LL. **SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS.** Contractors and County must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.
- MM. **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>

**PART C:
ALCOHOL AND DRUG FREE COMMUNITY (ADFC)
TRANSITIONAL HOUSING**

I. AUTHORITY

The provision of services and housing options for homeless individuals, including the Alcohol and Drug Free Community (ADFC) Transitional Housing program, is a goal of the City of Portland and part of the City and County's Consolidated Plan. The City has General Funds and Emergency Shelter Grant funds to support services and housing programs for persons who are experiencing homelessness and/or are chronically homeless. Central City Concern administers a variety of housing and service programs for persons who are homeless and/or chronically homeless and are early in recovery from chemical dependency.

II. SCOPE OF SERVICES

The name of the funded program is "Alcohol and Drug Free Community (ADFC) Transitional Housing". ADFC provides subsidized housing for participants, all of whom are homeless or chronically homeless, low/no-income single adults who are early in their recovery from chemical dependency. The purpose of the ADFC transitional housing program is to support the chemical dependency treatment and early recovery efforts of participants with a focus on permanent housing placement and self sufficiency. The program is designed to support the development of positive peer networks, financial stability, and active involvement in other necessary services towards the attainment of permanent housing placement and increased income. All participants will receive basic services accompanied with individualized plans that reflect their specific needs.

Participants enrolled in ADFC housing are expected to pay 30% of their income towards program fees. Typically, individuals enter with no income. During the course of the program, participants may access assistance in securing income through the Subrecipient's supported employment team or through Benefits & Entitlements Specialist Team (BEST).

The Subrecipient will provide the following services:

- A. Provide and maintain 95 Single Room Occupancy (SRO) units which comprise ADFC housing at the Richard L. Harris Building at 8 NW 8th.
- B. Provide on-site case management with specific focus on recovery, self sufficiency and development of a permanent housing plan. Participants who are unsuccessful in the program will be given the opportunity for an alternative discharge plan, and if appropriate, a plan of intervention including identifiable resources.

- C. Combine supportive case management with alcohol and drug free housing, as well as support for alcohol and drug treatment so residents can gain stability in housing, maintain abstinence from alcohol and other drugs, participate in recovery plans, and establish and maintain a positive peer support network.
- D. Provide linens (sheets, pillowcase, towel, and blanket) for each participant.
- E. Monitor activities of participants, utilizing strength based case management, urinalysis as an intervention tool and peer support within the ADFC.
- F. Coordinate with the continuum of community recovery services through the Homeless Alcohol and Drug Intervention Network (HADIN).
- G. 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 will 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.

III. PERFORMANCE MEASURES

- A. Subrecipient will track and report on achievement of the following levels of service (outputs) by program and in the aggregate during the period of this Contract:
 - 1. 95 units (SRO) will be available with an occupancy rate of 95% or higher.
 - 2. 235 individuals will receive housing, case management, chemical dependency treatment services and enhanced access to employment services.
- B. Subrecipient will track and report on achievement of the following accomplishments (outcomes) during the period of this Contract:
 - 1. Federal outcome measure: Increase accessibility of housing or services:
 - a. 55% of clients exiting the program will transition into HUD- defined permanent housing and maintain their program of recovery.
 - b. 188 participants (80% of all) will access one or more mainstream resource(s) through the program.

- c. 35% of clients exiting the program will have increased their income through employment.
2. Follow-up outcomes: (tracking all participants who exit the program into permanent housing)
 - a. 90% of participants will maintain permanent housing for 3 months after placement in permanent housing.
 - b. 80% of participants will maintain permanent housing for 6 months after placement in permanent housing.
 - c. 70% of participants will maintain permanent housing for 12 months after placement in permanent housing.

IV. REPORTING REQUIREMENTS

- A. Subrecipient will submit the following program reports:
 1. Report Form (Exhibit C-1)
 2. ServicePoint: Entry/Exit Report (E/E)
 3. ServicePoint: Shared Housing Assessment Report (SHAR)
 4. ServicePoint: All Client Demographic Count (ACDC)

Other reports may be requested as necessary by the City Contract Manager.

Program reports will be submitted quarterly on or before the following dates: **October 31, 2011, January 31, 2012, April 30, 2012, and July 9, 2012.** A year-end report will be submitted on or before **July 9, 2012** for FY 2011-12.

- B. Financial reports may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit C-2). The year-end financial report will be submitted by **July 9, 2012.**
- C. Subrecipient will provide a copy of the HUD Annual Progress Report (APR) for Central City Concern to the City Contract Manager within 30 days of original submission to HUD.
- D. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- E. Data needed for reporting on the 10-Year Plan to End Homelessness may also be submitted as requested by the City (typically quarterly, but on occasion, monthly).

V. COMPENSATION, METHOD OF PAYMENT AND AUDIT REQUIREMENT

- A. The City will reimburse the Subrecipient for actual or anticipated expenses in accordance with the Budget (Exhibit C-2). Funds will be disbursed to the Subrecipient for:

1. Actual expenditures, upon submission of copies of receipts or other acceptable documentation, or
 2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.
- B. All funds received by Subrecipient, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- C. Any changes to the budget must be approved in writing by the City Contract Manager before any expenditure of funds in new line items or amounts.
- D. It is agreed that total compensation under this Contract shall not exceed THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$365,000).

VI. CERTIFICATION

Subrecipient certifies that:

- A. ESG funds may be used for rent, maintenance, insurance, utilities and furnishings and eligible staff salaries. ESG funds will also be used for operation and essential service costs.
- B. The Subrecipient shall administer a policy designed to adhere to 24CFR concerning the Drug Free Workplace Act of 1988.
- C. A procedure is in place to ensure the confidentiality of victims of domestic and sexual violence.
- D. Termination of assistance must be in accordance with a formal process. If an individual who receives assistance violates program requirements, the Subrecipient may terminate assistance in accordance with a formal process established by Subrecipient that recognizes the rights of individuals affected, which may include a hearing. When appropriate, Subrecipient staff will make themselves available to clients who are being discharged from the program, working with the participant to create an appropriate plan for services and housing. Staff will assist clients in accessing agreed upon services (may include appointment with Hooper Detoxification Center, Mentor Program and/or Community Engagement Program).

EXHIBIT C-1
Quarterly and Year-End Report

Subrecipient Name:	Central City Concern
Contract Number:	32000582
Program Title:	ADFC Transitional Housing
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012 <input type="checkbox"/> Year-End: July 1, 2011 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
% average occupancy rate (based on 95 units)						95%
# participants receiving services						235
OUTCOMES						
# participants exiting placed into permanent housing and maintain recovery						55%
# participants accessing one or more resource(s)						188
# participants exiting program with increased income via employment						35%
% of participants retaining PH – 3 mts					X	90%
% of participants retaining PH – 6 mts					X	80%
% of participants retaining PH– 12 mts					X	70%

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email:
Jennifer.Chang@portlandoregon.gov.

**EXHIBIT C-2
Central City Concern: ADFC Transitional Housing
FY 2011-2012**

REQUEST FOR PAYMENT

TO: City of Portland/PHB
Attn: Ruth Benson/Jennifer Chang
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Request For Payment #: _____ Contract #: 32000582
Billing Period: _____

ESG

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	AMOUNT BILLED TO DATE	BALANCE
Personnel*	\$77,317			
Operating Expenses	\$187,683			
Administrative Expenses				
TOTAL	\$265,000			

General Funds

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	AMOUNT BILLED TO DATE	BALANCE
Personnel*	\$28,597			
Operating Expenses	\$71,403			
Administrative Expenses				
TOTAL	\$100,000			

* Line item breakout of staff positions funded is attached as Exhibit C-3.

Total Amount Requested: _____ Total Balance: _____

CCC/Prepared By: _____ Phone No.: _____

CCC/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

EXHIBIT C-3

Program Title: ADFC Transitional Housing

City-Funded Personnel

Position	FTE	Amount	Description
Assistant Director	0.15 FTE	\$12,573	Continued development and implementation of program policy and processes. Maintain tracking of all individuals exiting the program and fulfill all reporting requirements. Provide supervision and professional development to case management staff.
Case Manager	2.4 FTE	\$93,341	Provides supportive services in assisting clients in maintaining their recovery and providing resources needed to secure permanent housing.
TOTAL:	2.55 FTE	\$105,914	

**PART D:
BENEFITS & ENTITLEMENTS SPECIALIST TEAM (BEST) PROGRAM**

I. AUTHORITY

The provision of services to assist homeless individuals and families in accessing mainstream (mostly federal) benefits or entitlements is a goal of the City of Portland. The City has General Funds that can be used to provide assistance to homeless persons who are accessing and/or enrolling in benefits. Central City Concern administers a variety of housing and service programs for persons who are experiencing homelessness.

II. SCOPE OF SERVICES

The name of the funded program is “Benefits & Entitlements Specialist Team (BEST)”, a program that provides homeless and formerly homeless individuals with assistance in securing Supplemental Security Income (SSI), Social Security Disability Income (SSDI) and/or Medicaid and Medicare benefits. BEST utilizes a team of disability specialists and a workflow system with federal and local benefits agencies to streamline and expedite the application process for people in need.

The BEST team consists of a Program Manager and 6.0 FTE Benefits Specialists (1.5 FTE who are supported by City-funds). It is projected that over the 2011-2012 fiscal year, the BEST program as a whole will file a minimum of 216 applications and will successfully secure benefits for a minimum of 173 applicants. City funds will cover the staffing and operational costs to screen a minimum of 75 individuals for the program. Of those enrolled, 59 individuals will have applications filed and 45 will secure benefits.

Referrals are screened through face-to-face assessment interviews and a thorough review of available medical records. Decisions to enroll a person into BEST are based on the severity of the person’s medical or mental health conditions, functional limitations in their activities of daily living, duration of their disabling conditions and their ability to sustain any kind of full-time work. Based on previous years’ data, it is estimated that approximately 30% of total individuals screened will be enrolled into the program.

BEST staff will work with the City Contract Manager to create a written procedure for screening criteria and process used to determine whether individuals are selected or declined for enrollment into BEST. Benefit Specialists maintain a caseload of about 15 participants at any given time and spend an average of two months working with each participant to complete required applications, medical evaluations and coordinate correspondences between the participant and benefits agency.

BEST will receive open referrals from the following agencies administering rent assistance programs associated with the 10-Year Plan to End Homelessness, which include Cascadia BHC, Human Solutions, JOIN, Northwest Pilot Project, Salvation Army SAFES, and Transition Projects. A minimum goal of 50% of individuals screened and enrolled in BEST will be clients referred from the previously listed community partners.

The Subrecipient will provide the services described below for *eligible persons*:

- A. Provisions of support services in completing and submitting Social Security Disability applications and accompanying Medicaid or Medicare applications.
- B. Develop and maintain an intensive team-based approach to each disability application. Services to eligible persons can include:
 - 1. Obtaining existing medical records and supporting documentation
 - 2. Securing appointments with appropriate doctors and/or psychological appointments
 - 3. Provision of necessary assistance to attend medical and psychological appointments.
- C. Continue to maintain a working relationship between Central City Concern and the Social Security Administration and Disability Determination Services to provide for expedited review of Social Security Disability applications.
- D. Implement a referral process from partnering agencies for assessing the individual's severity of the disabling condition(s), duration of the functional impairment(s) and ability to sustain full-time work.
- E. 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 will be used for quarterly and Year-End reports: 1) Entry/Exit Report (E/E); 2) All Client Demographic Count (ACDC). Other reports may be requested as necessary.

III. PERFORMANCE MEASURES

- A. Subrecipient will track and report on achievement of the following levels of service (outputs) by the City-funded portion of the program and in the aggregate during the period of this Contract:
 - 1. A minimum of 75 individuals will be screened for the program, including assessments and medical reviews. At least 50% will be non-CCC clients.
 - 2. 59 completed disability applications will be submitted to the Social Security Administration (SSA) during the contract year.

- B. Subrecipient will track and report on achievement of the following accomplishments (outcomes) during the period of this Contract:
 - 1. 45 participants will secure SSI/SSDI benefits by the time of exiting the program.
 - 2. The average processing time for a decision on a BEST client.
 - 3. Percent (%) of enrolled participants who leave the program with increased income.

IV. PERIODIC REPORTING

- A. Subrecipient will submit the following program reports:
 - 1. Report Form (Exhibit D-1)
 - 2. ServicePoint: Entry/Exit Report (E/E)
 - 3. ServicePoint: All Client Demographic Count (ACDC)

Other reports may be requested as necessary by the City Contract Manager.

Program reports will be submitted quarterly on or before the following dates: **October 31, 2011, January 31, 2012, April 30, 2012, and July 9, 2012.** A year-end report will be submitted on or before **July 9, 2012** for FY 2011-12.

- B. Financial reports may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit D-2). The year-end financial report will be submitted by **July 9, 2012.**
- C. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Data needed for reporting on the 10-Year Plan to End Homelessness may also be submitted as requested by the City (typically quarterly, but on occasion, monthly).

V. COMPENSATION, METHOD OF PAYMENT AND AUDIT REQUIREMENT

- A. The City will reimburse the Subrecipient for actual or anticipated expenses in accordance with the Budget (Exhibit D-2). Funds will be disbursed to the Subrecipient for:
 - 1. Actual expenditures, upon submission of copies of receipts or other acceptable documentation, or
 - 2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.
- B. All funds received by the Contractor, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- C. Any changes to the budget must be approved in writing by the City Contract Manager before any expenditure of funds in new line items or amounts.

- D. 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 Contract Manager.
- E. 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.
- F. Total compensation under this Contract shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).

EXHIBIT D-1
Quarterly and Year-End Report

Subrecipient Name:	Central City Concern
Contract Number:	32000582
Program Title:	BEST
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012 <input type="checkbox"/> Year-End: July 1, 2011 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
# participants screened for BEST eligibility						75
# of applications submitted to SSA						59
OUTCOMES						
# participants who secure SSI/SSDI benefits by program exit						45
# days (average) for processing application						No goal.
% of enrolled participants who leave the program with increased income						No goal.

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email:
Jennifer.Chang@portlandoregon.gov.

EXHIBIT D-3

Program Title: BEST

City-Funded Personnel

Position	FTE	Amount	Description
Benefits Specialist	1.5 FTE	\$51,000	Works with client and medical providers to assemble and submit disability claims; monitor review process.
Physician – On-Call	0.02 FTE	\$3,000	Conducts Medical examinations for SSA disability applications.
Program Manager	0.4 FTE	\$16,802	Provides project oversight, training, and liaisons with SSA and other partners.
Data Technician	0.90 FTE	\$27,000	Enters all referrals into referral database; enters all enrolled clients into BEST database and Service Point. Runs data reports and assists. Schedule appointments.
Benefits		\$29,760	
TOTAL:	2.82 FTE	\$127,562	

**PART E:
COMMUNITY ENGAGEMENT PROGRAM (CEP)**

I. AUTHORITY

The provision of services and housing options, including permanent supportive housing for chronically homeless individuals with addictions and/or disabilities is a major goal of the City of Portland. The City has General Funds that can be used to support services and housing programs for persons who are homeless. Central City Concern administers a variety of housing and service programs for persons who are homeless.

II. SCOPE OF SERVICES

The name of the funded program is “Community Engagement Program (CEP)”. The program focuses on serving chronically homeless single adults in Portland who have a combination of diagnoses including chemical dependency, mental illness, cognitive disabilities, physical disabilities, and/or chronic medical conditions. Chronic homelessness is defined as an adult with a disabling condition who has been homeless for the past year or more or who has experienced four or more episodes of homelessness over a period of three years. Participants will typically be high users of hospitals, psychiatric services and emergency rooms, and will have likely failed in traditional treatment models and cycled through various homeless and social service resources in the community.

To access CEP services, participants will not be required to be clean and sober. They will also not be mandated to participate in chemical dependency and/or mental health treatment programs. Intensive Case Management services will actively engage clients and promote participation in a menu of services such as mental health and chemical dependency treatment, primary health care, employment services, housing assistance and benefits acquisition.

The Subrecipient will provide the following services:

- A. Community-based Intensive Case Management Services which includes street outreach and engagement, low-barrier services, intensive case management, flexible approaches tailored to individual needs, and access to mainstream supportive services using models of *motivational interviewing* and *stages of change*.
- B. Coordinate service provision activities within Subrecipient’s programs and with other organizations as appropriate and desired by participants, including:
 - 1. Focused services to attain and maintain permanent housing
 - 2. Mental health support
 - 3. Medical care with psychiatric medicine support
 - 4. Assistance with benefits acquisition and follow up on SSI/SSDI claims
 - 5. Chemical dependency treatment
 - 6. CEP center services (including basic needs and recreational activities)

- C. Provision of transitional housing in approximately 23 low-barrier SRO units operated by Subrecipient as needed to provide timely housing placement and successful transition into permanent housing. Transitional housing will be operated in a low-barrier, highly-tolerant harm reduction model, and will include basic furnishings and linens.
- D. Focused permanent housing placement services, along with home based retention support to tenants and landlords after permanent housing placement (as funding allows). Housing services include:
 - 1. Identify and provide information on permanent housing options
 - 2. Assist in applying for housing, including information on the application process, basic expectations of housing providers, and completing applications
 - 3. Assist with Reasonable Accommodation requests
 - 4. Assist in securing financial assistance for move-in costs and rent subsidies to support successful placement and retention of permanent housing
 - 5. Eviction prevention services and coaching on tenant rights and responsibilities
- E. Coordination with Housing Authority of Portland for ongoing provision of subsidy via approximately 200 Shelter Plus Care vouchers utilized by the program.
- F. Provision of resident support which may include assistance with food items, laundry, clothing and household items, deposits, utility assistance, transportation, health costs, and other expenses determined necessary on an individual basis.
- G. Meet legal standards and guidelines for operation as required, including but not limited to Fair Housing, Landlord-Tenant Law, and HIPAA as applicable.
- H. 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 will 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.

III. PERFORMANCE MEASURES

- A. Subrecipient will track and report on achievement of the following levels of service (outputs) by program and in the aggregate during the period of this Contract:
1. 80 unduplicated individuals will receive services to retain and/or maintain housing through the CEP program. Services may include, but not be limited to: housing placement assistance and linkages to a wide range of supportive services (mental health care, benefits acquisition, employment services and other services).
 2. 65 will receive housing retention services at any given time during the contract year, to assist them in remaining in their housing.
- B. Subrecipient will track and report on achievement of the following accomplishments (outcomes) during the period of this Contract:
1. 5 new chronically homeless individuals will transition off the street and into permanent housing.
 2. 10 individuals will receive transitional housing support.
 3. 80% of all individuals placed in permanent housing will retain stable housing at 6 months after initial CEP placement.
 4. 75% of all individuals placed in permanent housing will retain stable housing at 12 months after initial CEP placement.
 5. 50% of individuals placed in permanent housing have secured a stable income, or improved their financial status at 12 months after placement.

IV. PERIODIC REPORTING

- A. Subrecipient will submit the following program reports:
1. Report Form (Exhibit E-1)
 2. ServicePoint: Entry/Exit Report (E/E)
 3. ServicePoint: Shared Housing Assessment Report (SHAR)
 4. ServicePoint: All Client Demographic Count (ACDC).

Other reports may be requested as necessary by the City Contract Manager.

Program reports will be submitted quarterly on or before the following dates: **October 31, 2011, January 31, 2012, April 30, 2012, and July 9, 2012.** A year-end report will be submitted on or before **July 9, 2012** for FY 2011-12.

- B. Financial reports may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit E-2). The year-end financial report will be submitted by **July 9, 2012.**
- C. Subrecipient will provide copies of reports provided to HUD for the Shelter Plus Care CEP program to City Contract Manager when requested.

- D. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- E. Data needed for reporting on the 10-Year Plan to End Homelessness may also be submitted as requested by the City (typically quarterly, but on occasion, monthly).

V. COMPENSATION, METHOD OF PAYMENT AND AUDIT REQUIREMENT

- A. The City will reimburse the Subrecipient for actual or anticipated expenses in accordance with the Budget (Exhibit E-2). Funds will be disbursed to the Subrecipient for:
 - 1. Actual expenditures, upon submission of copies of receipts or other acceptable documentation, or
 - 2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.
- B. All funds received by the Contractor, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- C. Any changes to the budget must be approved in writing by the City Contract Manager before any expenditure of funds in new line items or amounts.
- D. 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 Contract Manager.
- E. 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.
- F. Total compensation under this Contract shall not exceed TWO HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$287,000).

EXHIBIT E-1
Quarterly and Year-End Report

Subrecipient Name:	Central City Concern
Contract Number:	32000582
Program Title:	CEP
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012 <input type="checkbox"/> Year-End: July 1, 2011 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
# individuals receiving CEP services						80
# individuals receiving PH retention services						65
OUTCOMES						
# new individuals placed into permanent housing						5
# individuals receiving transitional housing						10
% of participants retaining PH – 6 mts					X	80%
% of participants retaining PH – 12 mts					X	75%
% of participants securing stable income or improved financial status– 12 mts after placement					X	50%

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email:
Jennifer.Chang@portlandoregon.gov.

EXHIBIT E-2
Central City Concern: CEP
FY 2011-2012

REQUEST FOR PAYMENT

TO: City of Portland/PHB
 Attn: Ruth Benson/Jennifer Chang
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

Request For Payment #: _____ Contract #: 32000582
 Billing Period: _____

General Funds

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	AMOUNT BILLED TO DATE	BALANCE
Personnel*	\$209,026			
Operating Expenses: Including utilities, rent, office supplies training and travel and insurance	\$43,880			
Client Assistance	\$2,205			
Indirect Billing Costs	\$31,889			
TOTAL	\$287,000			

* Line item breakout of staff positions funded is attached as Exhibit E-3.

Total Amount Requested: _____ Total Balance: _____

CCC/Prepared By: _____ Phone No.: _____

CCC/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

EXHIBIT E-3

Program Title: CEP

City-Funded Personnel

Position	FTE	Amount	Description
Assistant Case Manager	0.1 FTE	\$2,330	Provides resources and support as well as basic case management services to participants residing in CEP treatment rooms
Clinical Supervisor	0.50 FTE	\$24,625	Provides individual and group clinical supervision to case management and counseling staff in the areas of mental health and addictions
Program Manager	0.18 FTE	\$11,818	Provides project oversight, clinical supervision.
Case Manager II (QMHA)	1.0 FTE	\$32,551	Provides case management and skill training.
Case Manager III (QMHP)	0.5 FTE	\$18,720	Provides assessments, counseling and case management.
Housing Specialist	0.77 FTE	\$31,149	Conducts needs assessments, placement, and eviction prevention services.
Supervisor	0.25 FTE	\$13,703	Provides data management, quality improvement, and staff support services.
Administrative Assistant	0.8 FTE	\$27,140	Provides clerical support.
Benefits & Payroll Taxes		\$46,990	Benefits and payroll taxes are part of Personnel Cost
TOTAL:	4.10 FTE	\$209,026	

**PART F:
RECUPERATIVE CARE PROGRAM (RCP)**

I. AUTHORITY

The provision of temporary housing and after-care services for medically vulnerable homeless individuals discharged from hospitals is one of the goals of the City of Portland. The City has General Funds that can be used to support recuperative housing and support services to persons who are homeless. Central City Concern administers a variety of housing and service programs for persons who are homeless.

II. SCOPE OF SERVICES

The name of the funded program is “Recuperative Care Program (RCP)”, which provides post-hospitalization healthcare services for low-income and homeless individuals. Eligible individuals will be homeless and need on-going medical care and/or attention in order to effectively recover. The program is designed to improve health outcomes for at-risk patients, improve the efficiency of participating hospitals, and avoid discharging patients with ongoing medical concerns into shelters or onto the street. In many cases, these persons require a higher level of medical attention than shelters can provide.

City of Portland funds will provide two (2) designated beds for medically vulnerable homeless adults who are living on the streets and are in need of housing and recuperative services. Patient eligibility for RCP housing will be based on a list of medical and health criteria that will help to identify and “triage” those individuals with the most severe acute conditions who will benefit from the program.

Prospective participants will be identified through the collaborative efforts of RCP staff and outreach staff from the following partner agencies, which may include: Cascade AIDS Project, Cascadia Behavioral Health, JOIN, Outside In, Salvation Army (SAFES), Transition Projects and other community partners. After an initial screening, participants will be transported to available RCP beds where RCP staff will provide a wide range of services to assist participants in recovery, accessing medical benefits (as appropriate), and securing a medical home. RCP staff will work in partnership with staff from partner agencies to provide on-going searches and placement into long-term housing.

Subrecipient shall maintain the RCP program in a transitional housing facility with 24-hour, 365-days-per-year front desk coverage, elevators and ADA compliance. Each room is furnished and includes: a twin bed with linens and blankets, mini refrigerator, microwave, television, alarm clock/radio, fan, sink, and two-burner stove. Bathrooms with showers are located in close proximity of each room.

The program will provide unsheltered, medically vulnerable individuals with access to RCP beds throughout the year, and especially during the winter months (November 1, 2011 to March 31, 2012). During the FY 2011-12 Winter season, RCP will work with the City, City-funded providers and other community partners in the Winter Shelter and

Services system to refer appropriate individuals to RCP. This will include, but not be limited to, outreach to Winter Shelter and Services providers about RCP services, on-site visits to Winter Warming Centers, and providing coordinated information, referrals and/or transport of eligible RCP clients to the program site. Changes to the contract timeline may be adjusted according to participants' needs and bed availability, with approval from the City Contract Manager.

The cost of this service is \$1,250 per week for uninsured individuals and \$975/week for insured individuals. The total number of individuals served under this contract is dependent upon the number of insured/uninsured and the severity of health conditions which determine length of stay in the program. In 2010-11, the average length of stay for City-funded patients was 35 days, with a range of 14 to 59 days.

The Subrecipient will provide the following services:

- A. Staffing for the program will include a Program Manager, Case Manager(s) who are certified Emergency Medical Technicians, a housing specialist, a logistics specialist and full time volunteer support. Program operations shall be overseen by the Director of Healthcare & Improvement.
- B. Utilize a checklist of medical and health criteria to determine participant eligibility for the program. The checklist will be focused on identifying homeless individuals living on the streets with acute and/or severe medical conditions that will focus on recuperative housing and care. RCP staff will screen and transport participants to available beds.
- C. Provide safe, stable housing with the following on-site and off-site medical and support services:
 - 1. Initial medical evaluation (upon entry)
 - 2. Daily client monitoring
 - 3. Intensive case management
 - 4. Expedited access to physician appointments through Old Town Clinic
 - 5. Food boxes
 - 6. Assistance making and keeping appointments with agency and non-agency healthcare providers (including transportation),
 - 7. Education on how to effectively access and utilize the healthcare system
 - 8. Assistance securing transitional and/or permanent housing
 - 9. Access to other services to assist in achieving self-sufficiency
- D. As appropriate, the Subrecipient will establish formal Memorandums of Understanding (MOU's) with partner agencies to collaborative in outreach and engagement of prospective participants. Partner agencies may include Cascade AIDS Project, JOIN, Outside In, Salvation Army (SAFES), Transition Projects Inc., and other community agencies. Partner agencies will agree to provide on-going staff support to referred clients to support housing placement and access of supportive services during and after participants' stay in the program.

- E. **Recuperation Services:** Subrecipient staff shall adhere to the appropriate plan identified by the Old Town Clinic upon intake and coordinate direct provision and/or referrals to necessary services, which may include:
1. Hospitalization and hospitalist coverage, including re-admission if patient's condition deteriorates while in RCP
 2. Evidence of negative tuberculosis status, and upon identification of positive status, refer patient for appropriate follow up.
 3. Appropriate medications and antibiotics for patients with chronic diseases based on the assessment of their primary care provider upon intake
 4. Home health nursing care as necessary and antibiotic infusion therapy, based on individual cases and primary care provider orders through referrals to Project Access Now
 5. Access to appropriate durable medical equipment (DME) as needed
 6. Scheduling outpatient specialty care for patients in the program
 7. Weekly medication management (including medication pickup)
 8. Mental health/other assessments to identify conditions for further treatment
 9. Screenings to secure appropriate benefits
- F. Crisis management services will be provided. RCP staff will maintain cell phone coverage 24 hours/day, 7 days/week and an Old Town Clinic primary care provider will be on call 24/7, 365 days a year.
- G. Length of stay will be assessed based on patients' ongoing recuperative care needs, and may vary from a few days to up to more than four weeks. Subrecipient shall initiate discharge/transition planning within one week of the patient's admission into the program to discuss post-RCP housing options and plans. Discharge planning activities shall include:
1. Assist patient to apply for food stamps, healthcare benefits, and employment assistance (as eligible)
 2. Identify, arrange, and facilitate referral to community-based housing providers or placement in appropriate transitional and permanent housing
 3. Assist patient with arrangements for any ongoing medical care
 4. Arrange follow-up case management and monitoring
- H. If participants terminate the program early without notifying RCP, Subrecipient shall make attempts to contact community agencies and resources to locate the missing individual(s). Subrecipient shall hold the missing participant's space for 48 hours. If participant is located, Subrecipient shall re-admit participant into program as appropriate or attempt to secure alternate shelter, housing, and care arrangements. If participant is not located, the space will be allocated to the next appropriate referral.
- I. Meet legal standards and guidelines for operation as required, including but not limited to HIPPA as applicable.

- J. 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 will 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.

III. PERFORMANCE MEASURES

- A. Subrecipient will track and report on achievement of the following levels of service (outputs) by program and in the aggregate during the period of this Contract:
1. 10 clients will receive stable housing and support services
 2. 280 bednights will be provided to medically vulnerable homeless individuals
 3. 40 primary care visits will be provided to clients at the Old Town Clinic
- B. Subrecipient will track and report on achievement of the following accomplishments (outcomes) during the period of this Contract:
1. 75% of clients will have transitional or permanent housing placements arranged by time of exiting the program
 2. 75% of clients will resolve their acute medical issues by the time of exiting the program
 3. 100% of clients will have an established medical home by time of exiting the program

IV. PERIODIC REPORTING

- A. Subrecipient will submit the following program reports:
1. Report Form (Exhibit F-1)
 2. ServicePoint: Entry/Exit Report (E/E)
 3. ServicePoint: Shared Housing Assessment Report (SHAR)
 4. ServicePoint: All Client Demographic Count (ACDC).

Other reports may be requested as necessary by the City Contract Manager. Program reports will be submitted quarterly on or before the following dates: **October 31, 2011, January 31, 2012, April 30, 2012, and July 9, 2012.** A year-end report will be submitted on or before **July 9, 2012** for FY 2011-12.

- B. Financial reports may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit F-2). The year-end financial report will be submitted by **July 9, 2012**.
- C. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Data needed for reporting on the 10-Year Plan to End Homelessness may also be submitted as requested by the City (typically quarterly, but on occasion, monthly).

V. COMPENSATION, METHOD OF PAYMENT AND AUDIT REQUIREMENT

- A. The City shall reimburse the Subrecipient for actual expenses in accordance with the case-rate budget (Exhibit F-2). Partial weeks will be billed as whole weeks (e.g. 1-7 days = 1 week; 8-14 days = 2 weeks, etc.) Patients with insurance carriers that do not contract with the Subrecipient will be considered as uninsured for case-rate billing purposes. Funds will be disbursed to the Subrecipient for actual case-rate expenditures, upon submission of copies of receipts or other acceptable documentation.

Unless specific patient needs require otherwise, Subrecipient should generally provide patients full, rather than partial, weeks of RCP services. Subrecipient shall not retain patients beyond any full week of services when there is no specific housing- or health-related need to do so. The City may review Subrecipient reports and client records to determine compliance if the City believes this stipulation is violated.

- B. All funds received by the Contractor, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- C. Any changes to the budget must be approved in writing by the City Contract Manager before any expenditure of funds in new line items or amounts.
- D. 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 Contract Manager.
- E. 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.
- F. Total compensation under this Contract shall not exceed FORTY EIGHT THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$48,750).

EXHIBIT F-1
Quarterly and Year-End Report

Subrecipient Name:	Central City Concern
Contract Number:	32000582
Program Title:	Recuperative Care Program
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012 <input type="checkbox"/> Year-End: July 1, 2011 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
# clients receiving housing and services						10
# bednights provided						280
# primary care visits provided						40
OUTCOMES						
% participants placed in TH or PH at exit (specify # of TH and PH placements)						75%
% of clients resolving acute medical issue at time of exit					X	75%
% of clients that have medical home at exit					X	100%

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email:
Jennifer.Chang@portlandoregon.gov.

**EXHIBIT F-2
Central City Concern: RCP
FY 2011-2012**

REQUEST FOR PAYMENT

TO: City of Portland/PHB
Attn: Ruth Benson/Jennifer Chang
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Request For Payment #: _____ Contract #: 32000582
Billing Period: _____

General Funds – Budget By Case Rate Type

Budget Category	Contracted Budget	# Patient-weeks This Bill	Amount This Bill	Amount Billed to Date	Balance
Case rate, insured patient (per week)	\$975				
Case rate, uninsured patient (per week)	\$1,250				
TOTAL UP TO	\$48,750				

Total Amount Requested: _____ Total Balance: _____

CCC/Prepared By: _____ Phone No.: _____

CCC/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

EXHIBIT F-3

Program Title: RCP

City-Funded Personnel

Position	FTE	Amount	Description
Program Manager	0.06 FTE	\$2,581	Provides project oversight and supervision.
Case Manager/EMT	0.04 FTE	\$1,012	Provides client coordination and case management.
Housing Specialist	0.06 FTE	\$1,920	Post-treatment housing placement.
Case Managers	0.12 FTE	\$3,533	Provides client coordination and case management.
Health Program Coordinator	0.06 FTE	\$1,512	Provides logistical support to the RCP operations through coordination of the non-clinical needs of patients in the program
Behavioral Health Consultant	0.01 FTE	\$444	Clinical supervision
Taxes and Benefits		\$3,485	
TOTAL:	0.35 FTE	\$14,486	

CITY CONTRACT NO.: 30002192 COUNTY CONTRACT NO.: _____

**OMNIBUS CONTRACT BETWEEN
CITY OF PORTLAND, PORTLAND HOUSING BUREAU
AND
MULTNOMAH COUNTY, DEPARTMENT OF COUNTY HUMAN SERVICES**

This contract for services (Contract) is between the City of Portland, Oregon, acting through its Portland Housing Bureau (PHB) (City) and Multnomah County, acting through its Department of County Human Services (Subrecipient).

This Contract consists of the following sections:

Part A: Contract	Page 1
Table A: Contracted Service Programs	Page 3
Part B: General Terms and Conditions	Page 4
Part C: Bridgeview Transitional Housing Description	Page 15
Part D: Youth Short-Term Shelter Description	Page 23
Part E: Youth Transitional Housing Description	Page 30

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Jennifer Chang	Contract Managers: Caitlin Campbell (Youth) Kevin Coughlin (Bridgeview)
421 SW Sixth Ave, Suite 500	421 SW Oak, Suite 200
Portland, OR 97204	Portland, OR 97204
(503) 823-2391	(503) 988-6295
(503) 823-2387 (fax)	(503) 988-3332 (fax)
jennifer.chang@portlandoregon.gov	caitlin.m.campbell@multco.us kevin.coughlin@multco.us
	EEO: Exempt
	Business License: Exempt

PART A: CONTRACT

- 1. DESCRIPTION OF SERVICES:** Subrecipient will provide the services included in Table A: Contracted Service Programs, and the related Exhibits.

- 2. COMPENSATION:** City shall pay Subrecipient quarterly for provision of services, upon receipt of invoice documenting expenditures and a service report for each program included in this Contract, as described in the Exhibits. Total compensation under this Contract shall not exceed ONE MILLION ONE HUNDRED SEVENTY NINE THOUSAND, EIGHT HUNDRED EIGHTY DOLLARS (\$1,179,880).

3. **REPORTING:** The reporting requirements are contained in Part C-E: Section IV. All final reports and invoices are due on **July 9, 2012**.
4. **CITY CONTRACT MANAGER:** The City Contract Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Contract as provided herein, and to carry out all other City actions referred to herein.
5. **TERM.** The terms of this Contract shall be effective as of July 1, 2011 and shall remain in effect during any period the Subrecipient has control over City and Federal Funds, including program income. The Contract shall terminate as of June 30, 2012. 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.

MULTNOMAH COUNTY

CITY OF PORTLAND

 Kathy Tinkle, Director Date
 Department of County Human Services

 Margaret Van Vliet, Director Date
 Portland Housing Bureau

 Jeff Cogen Date
 Multnomah County Chair

REVIEWED:

APPROVED AS TO FORM:

 Patrick W. Henry Date
 Assistant County Attorney

 Linda Meng, City Attorney Date

 LaVonne Griffin-Valade Date
 Auditor of the City of Portland

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Bridgeview Transitional Housing	\$273,000	CDBG	C
Youth Short-Term Shelter	\$223,000	General Fund	D
Youth Transitional Housing	\$683,880	General Fund	E
TOTAL	\$1,179,880		

PART B: GENERAL TERMS AND CONDITIONS

- 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.** During the performance of this Contract, the Subrecipient agrees as follows:
- (a) 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).
 - (b) 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).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d). 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.
 - (e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- 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 here under.
- I. AUDIT OF PAYMENTS. 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 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 agreement. 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 subcontracts, 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 renew 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 Contractor 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, 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 subcontractors 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.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor 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 570.502(b).** The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it must comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

- 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. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract.

- T. **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 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.

- U. **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.

- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

The Subrecipient shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contract) and that all subcontractors shall certify and disclose accordingly.

- W. **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.

- X. 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.
- Y. 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.
- Z. INTEGRATION. This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

- BB. 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.

- CC. **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.
- DD. **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. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.
- EE. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.
- FF. **LOBBYING.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. **CHURCH/STATE.** The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

- HH. **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.
- II. **DRUG-FREE WORKPLACE.** The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- JJ. **ENVIRONMENTAL REVIEW.** Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- KK. **DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS.** Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.
- LL. **SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS.** Contractors and County must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

MM. 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>

**PART C:
BRIDGEVIEW TRANSITIONAL HOUSING**

I. AUTHORITY

The provision of services and housing options, including transitional housing for homeless and chronically homeless adults with severe mental health issues, is a goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has CDBG funds that can be used for such efforts. Multnomah County, through its Department of County Human Services, administers a variety of housing and service programs for families, youth and other individuals experiencing homelessness.

II. SCOPE OF SERVICES

The name of the funded program is “Bridgeview Transitional Housing.” Multnomah County Mental Health & Addiction Services has an agreement in place with Luke-Dorf to oversee and deliver services for the program, which provides transitional housing (up to two years) and outpatient mental health services for homeless persons with severe mental illnesses.

Bridgeview is located at the University Place Apartments (1510 SW 13th Avenue) and provides 39 furnished single room occupancy (SRO) units, each with close, direct access to communal bathrooms and showers. The program provides two meals per day and is located close to public transportation and services. In addition, the building includes 9 permanent housing units which are available to eligible clients transitioning from the transitional housing program. The facility will maintain 24-hour staffing by both professional and paraprofessional staff.

Bridgeview will be operated as a safe, low-barrier transitional housing program guided by values of privacy, tolerance and support to assist participants in engaging in appropriate supportive and mental health services and ending their experience with homelessness. Residents will work with staff to develop client-centered personal plans to guide their recovery and transition into permanent housing.

Services to be provided include the following:

- A. Screening referrals, including outreach to community partners serving people who are currently experiencing homelessness. Triaging of prospective clients will be conducted by Residential Specialists from Multnomah County’s Mental Health and Addiction Services Division (MHASD).
- B. Length of stay in transitional housing may range from 6 to 24 months. Length of stay can be individually altered as needed to promote quick and/or successful permanent housing placements.

- C. Mental health screening and diagnostic treatment services will be provided as needed. Complete mental health assessments and treatment plans will be developed within 60 days of program entry.
- D. On-site nursing and LMP services.
- E. 24-hour residential support. Residential counselors are on-site 24 hours per day/7 days per week/365 days per year to assist residents with recovery goals, skills training, supportive services, coaching on behavior/interactions, medication and symptom management, and daily structure.
- F. Two meals per day provided for all residents.
- G. Engagement and recovery support for chemical dependence within a Gradualist harm reduction model. The program utilizes motivational interviewing, stages of change, Integrated Dual Disorders Treatment, 12-step, 1-1 supports, and relapse prevention services.
- H. Comprehensive mental health treatment provided on-site by Luke-Dorf clinical staff, with a focus on stabilizing health, assisting residents to secure benefits (including but not limited to SSI/SSDI and health/mental health insurance benefits), linkage with healthcare and other desired services, and successful transition into permanent housing.
- I. Initiate and develop a housing plan within the first 60 days of entry that focuses on longer-term stable housing and/or permanent housing placement. The plan is reviewed on a regular basis until the client moves into more stable housing.
- J. Provide permanent housing placement assistance, including support in overcoming barriers to housing, requesting Reasonable Accommodation and completing housing applications.
- K. Provide or link residents to financial assistance resources to help with application fees, move-in costs, rental assistance and other needs as appropriate.
- L. Retention services and follow-up tracking to residents who move into permanent housing.
- M. Meet legal standards and guidelines for operation as required, including but not limited to Fair Housing, Landlord-Tenant Law, and HIPPA as applicable.
- N. Luke-Dorf 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 will 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.
- O. The County and the Subcontractor of the program (Luke-Dorf) shall provide current written copies of the following documents to the City Contract Manager upon request:
1. Copy of Contract between Multnomah County and Luke-Dorf for operation of said services.
 2. Copies of eligibility criteria, client agreements, operating procedures, guidelines, grievance and termination policies.
 3. Any and all updated versions of the above referenced documents within 30 days of revision.

III. PERFORMANCE MEASURES

- A. Luke-Dorf will track and report on the achievement of the following levels of service (outputs) during the period of this Contract:
1. 50 individuals will receive transitional housing
 2. 45 individuals (90% of total served) will develop a personal treatment plan, including goals for housing and longer-term self-sufficiency
 3. 90% occupancy rate will be maintained for the units
- B. Luke-Dorf will track and report on the achievement of the following accomplishments (outcomes) during the period of this Contract.
1. Housing placement:
 - a. 65% of all clients exiting the program will move into stable housing. Stable housing will include, but not be limited to, residential treatment facilities, other transitional housing programs and/or permanent housing.
 2. Housing retention:
 - a. 80% of those individuals placed in permanent housing will retain their housing 3 months after placement
 - b. 70% of those individuals placed in permanent housing will retain their housing 6 months after placement
 - c. 60% of those individuals placed in permanent housing will retain their housing 12 months after placement.

IV. REPORTING REQUIREMENTS

- A. Luke-Dorf Plans and Outcomes: Subrecipient will provide the City with service plans and outcome performance goals upon execution of the annual subcontract pursuant to this Exhibit.
- B. The Subrecipient's subcontractor Luke-Dorf will submit the following reports:
 - 1. Report Form (Exhibit C-1)
 - 2. ServicePoint: Entry/Exit Report (E/E)
 - 3. ServicePoint: Shared Housing Assessment Report (SHAR)
 - 4. ServicePoint: All Client Demographic Count (ACDC).

Other reports may be requested as necessary by the City Contract Manager.

Program reports will be submitted quarterly on or before the following dates: **October 31, 2011, January 31, 2012, April 30, 2012, and July 9, 2012.** A year-end report will be submitted on or before **July 9, 2012** for FY 2011-12. Extensions to reporting deadlines may be granted with approval from the City Contract Manager.

- C. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Partner agencies will enter data on housing placements and retention rates on all clients served through the program into Service Point.
- E. Financial reports may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit C-2). The year-end financial report will be submitted by **July 9, 2012.**
- F. Subrecipient and/or Luke-Dorf shall participate in and submit reports as requested for:
 - 1. Quarterly outcomes for the 10-Year Plan to End Homelessness, including placement and retention data.
 - 2. State of Oregon One Night Shelter Counts.
 - 3. City and County-wide Street Counts.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The Subrecipient will be compensated for the above described services. The payment 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 service.
- B. No funds under this Contract may be used to purchase non-expendable personal property or equipment, either by the Subrecipient or any subcontractors with

whom the Subrecipient enters into contractual agreements without prior written permission from the City Contract Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by City-funded programs.

- C. It is agreed that total compensation under this Contract shall not exceed TWO HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$273,000).
- D. Financial reports will be submitted monthly or within 30 days at the end of the reporting period using the invoice forms attached (Exhibit C-2) on a monthly basis. A final invoice on this contract must be received by the City Contract Manager by **July 9, 2012**.

EXHIBIT C-1
Quarterly and Year-End Report

Subrecipient Name:	Multnomah County
Contract Number:	30002192
Program Title:	Bridgeview Transitional Housing
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012 <input type="checkbox"/> Year-End: July 1, 2011 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
# individuals receiving transitional housing						50
# individuals developing personal treatment plans						45
% average occupancy rate of 48 units					X	90%
OUTCOMES						
# of individuals placed into stable housing (at program exit)					X	65% of clients exiting
% of individuals retaining permanent housing for 3 months					X	80%
% of individuals retaining permanent housing for 6 months					X	70%
% of individuals retaining permanent housing for 12 months					X	60%

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email: Jennifer.Chang@portlandoregon.gov.

EXHIBIT C-2
Multnomah County: Bridgeview Transitional Housing

REQUEST FOR PAYMENT

TO: City of Portland/PHB
 Attn: Ruth Benson/Jennifer Chang
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

Request For Payment #: _____ Contract #: 30002192
 Billing Period: _____

CDBG

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS BILL	AMOUNT BILLED TO DATE	BALANCE
Personnel*	\$273,000			
TOTAL	\$273,000			

* Line item breakout of staff positions funded is attached as Exhibit C-3.

Total Amount Requested _____

County/Prepared By _____ Phone No. _____

Email _____

County/Approved By _____
Signature Date

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

EXHIBIT C-3

Program Title: Multnomah County- Bridgeview Transitional Housing

City-Funded Personnel

Position	FTE	Amount	Description
Residential Counselor	3.9	\$131,995	Trained to monitor behavior in the daily environment of the residents; participate in assisting residents with maintaining mental health stability; responsible for distributing of medication.
House Manager	1.0	\$40,730	Assists residents with obtaining permanent and independent housing when appropriate; conduct assessments identifying barriers and establishes a strength-based plan for obtaining and maintaining housing.
Registered Nurse	0.8	\$63,874	Available for medication assessment and medication management; works daily with clinical staff to ensure services are medically necessary and individualized.
Skills Trainer	0.8	\$30,728	Assist in the implementation of the resident's treatment plan; provides skills training in areas specific to the residents; collaborates with all members of the Bridgeview staff.
Money Manager	0.2	\$5,673	Assists residents in managing and budgeting money.
TOTAL:	6.7 FTE	\$273,000	

**PART D:
YOUTH SHORT-TERM SHELTER**

I. AUTHORITY

The provision of services and housing options for youth experiencing homelessness, including emergency shelter, is a goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has General Funds for shelter and support services for homeless youth. Multnomah County, through its Department of County Human Services, administers a variety of housing and service programs for families, youth and other individuals experiencing homelessness.

II. SCOPE OF SERVICES

The title of the funded program is “Youth Short-Term Shelter”. The Subrecipient shall contract with Janus Youth Programs (Janus) to deliver safe and clean short-term shelter and supportive services to 200 homeless youth (ages 13 to 25) annually at Streetlight Shelter, 1635 SW Alder, Portland OR.

The shelter will operate 12 hours a day between the hours of 9:00pm to 9:00am and will serve approximately 30 youth per night. Youth will be recruited through Janus’s outreach programs and/or referrals from other agencies. Janus will maintain a 24-hour intake and referral center for youth to provide basic screening and determine eligibility for Homeless Youth System services. A Youth Development worker will work with youth to assist them in developing goals around relationship development and meaningful participation in activities that will lead them through the stages of engagement, stabilization and transition to independence (e.g. community service learning projects).

Janus will provide the following services:

- A. Operate 30 short-term shelter beds for homeless/chronically homeless youth with 15 beds for males and 15 beds for females, in a clean, safe, low-barrier and supportive environment. A waiting list will be maintained as appropriate.
- B. Provide two light meals per day at the shelter location. Youth will also be referred to Youth System day programs which provide hot meals daily.
- C. Operate 24-hour intake and referral center as a single entry point for the Homeless Youth System services. Referrals will be made for appropriate agencies, including health, mental health, chemical dependency services, employment and training programs, and other services appropriate for youth.
- D. Provide basic assessment, case management and linkages to supportive services to all short-term shelter residents.

- E. Maintain an average length stay of up to four months. Length of stay can be individually adapted as needed to promote quick and/or successful transitional or permanent housing placements.
- F. Upon entry into program, provide housing placement services to all youth at the short-term shelter, with an emphasis on permanent housing placement. Youth will receive access to the following housing services, either through Janus or a Homeless Youth System partner agency:
 - 1. Permanent housing placement assistance, including support in overcoming barriers to housing, requesting Reasonable Accommodation and completing housing applications.
 - 2. Access to financial assistance to help with application fees, move-in costs, rental assistance and other needs as appropriate.
 - 3. Provide home and community-based retention services to youth placed into permanent housing. Retention will be tracked to 12 months after placement.
- G. Meet legal standards and guidelines for operation of shelter as required, including but not limited to Fair Housing, Landlord-Tenant Law, and HIPPA as applicable.
- H. The Subrecipient and Janus shall provide current written copies of the following documents to the City Contract Manager upon request:
 - 1. Copy of Contract between Subrecipient and Janus for operation of said services.
 - 2. Copies of eligibility criteria, client agreements, operating procedures, guidelines, grievance and termination policies.
 - 3. Any and all updated versions of the above referenced documents within 30 days of revision.
- I. 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 will 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.

III. PERFORMANCE MEASURES

- A. Subrecipient will track and report on achievement of the following outputs provided during the period of this Contract:
 - 1. 200 unduplicated youth will receive short-term shelter, case management and service coordination services
 - 2. 9,855 bed/nights will be provided

- B. Subrecipient will track and report on the achievement of the following outcomes during the period of this Contract.
 - 1. 65% of all clients served will exit the shelter into stable housing. This includes transitional, independent and other forms of stable housing.
 - 2. 20% of all clients served will exit the shelter into permanent housing. This includes any housing where the youth can move out of the housing when they desire, as opposed to having housing of limited duration.
 - 3. 70% of youth placed into permanent housing will remain housed 6 months after placement.
 - 4. 65% of youth placed into permanent housing will remain housed 12 months after placement.

IV. REPORTING REQUIREMENTS

- A. Subcontractor Plans and Outcomes: Subrecipient will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts.

- B. The Subrecipient will submit the following program reports:
 - 1. Report Form (Exhibit D-1)
 - 2. ServicePoint: Entry/Exit Report (E/E)
 - 3. ServicePoint: Shared Housing Assessment Report (SHAR)
 - 4. ServicePoint: All Client Demographic Count (ACDC).

Other reports may be requested as necessary by the City Contract Manager.

Program reports will be submitted quarterly on or before the following dates: **October 31, 2011, January 31, 2012, April 30, 2012, and July 9, 2012.** A year-end report will be submitted on or before **July 9, 2012** for FY 2011-12. Extensions to reporting deadlines may be granted with approval from the City Contract Manager.

- C. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.

- D. Partner agencies will enter data on housing placements and retention rates on all clients served through the program into Service Point.

- E. Financial reports may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit D-2). The year-end financial report will be submitted by **July 9, 2012**.
- F. Subrecipient shall participate in and submit reports as required for the:
 - 1. Quarterly outcomes for the 10-Year Plan to End Homelessness, including placement and retention data.
 - 2. State of Oregon One Night Shelter Counts.
 - 3. City and County-wide Street Counts.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The Subrecipient will be compensated for the above described services. The payment 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 service.
- B. No funds under this Contract may be used to purchase non-expendable personal property or equipment, either by the Subrecipient or any subcontractors with whom the Subrecipient enters into Contracts without prior written permission from the City Contract Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by City-funded programs.
- C. It is agreed that total compensation under this Contract shall not exceed TWO HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$223,000).
- D. Final invoices on this contract must be received by the City Contract Manager by **July 9, 2012**.

EXHIBIT D-1
Quarterly and Year-End Report

Subrecipient Name:	Multnomah County
Contract Number:	30002192
Program Title:	Youth Short-Term Shelter
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012 <input type="checkbox"/> Year-End: July 1, 2011 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
# youth served (shelter, case mgmt, etc)						200
# bednights provided						9,855
OUTCOMES						
# youth exiting to stable housing						65% of clients served
# youth exiting to permanent housing						20% of clients served
% of youth retaining housing for 6 months					X	70%
% of youth retaining housing for 12 months					X	65%

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email:
Jennifer.Chang@portlandoregon.gov.

EXHIBIT D-2

**Multnomah County: Youth Short-Term Shelter
FY 2011-12**

REQUEST FOR PAYMENT

TO: City of Portland/PHB
Attn: Ruth Benson/Jennifer Chang
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Request For Payment #: _____ Contract #: 30002192
Billing Period: _____

General Fund

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS BILL	AMOUNT BILLED TO DATE	BALANCE
Personnel*	\$141,338			
Operating Expenses: Rent, utilities, equipt./rental, mileage, travel, insurance, food.	\$45,754			
Client Assistance	\$7,000			
Administration	\$28,908			
TOTAL	\$223,000			

* Line item breakout of staff positions funded is attached as Exhibit D-3.

Total Amount Requested _____

County/Prepared By _____ Phone No. _____

Email _____

County/Approved By _____
Signature Date

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

EXHIBIT D-3

Program Title: Youth Short-Term Shelter

City-Funded Personnel

Position	FTE	Amount	Description
Relief Coordinator	0.2	\$7,295	Provides scheduling support to ensure full coverage of short-term shelter staffing.
Residential Advocates	2.3	\$83,891	Provides direct services to shelter clients 7 days/week, 365 day/year.
Supervisor – Direct Services	0.3	\$10,942	Provides supervisory support to Residential Advocates, Relief Coordinator and Relief Staff.
Relief Staff	0.3	\$10,942	Provides direct services to shelter clients on an on-call basis.
Benefits		\$28,268	
TOTAL	3.1 FTE	\$141,338	

**PART E:
YOUTH TRANSITIONAL HOUSING**

I. AUTHORITY

The provision of services and housing options, including youth transitional housing and youth independent housing, is a goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has General Funds that can be used for such efforts. Multnomah County, through its Department of County Human Services, administers a variety of housing and service programs for families, youth and other individuals experiencing homelessness.

II. SCOPE OF SERVICES

The title of the funded program is “Youth Transitional Housing”. The Subrecipient will provide transitional housing and support to 70 unduplicated homeless youth (ages 16 to 25) annually through the operation of 28 transitional and independent housing beds by Outside In (OI) and New Avenues for Youth (NAFY). Transitional housing services are group living arrangements for youth who need supervised, supportive living environments to become fully independent. Independent housing consists of facility-based and scattered site options with apartments leased either by an agency and made available to youth with rent subsidies through the contracted agency. Youth may stay in transitional housing for up to two years while working towards permanent housing.

Youth will be recruited through agency outreach programs and/or referrals from other agencies. Once enrolled, youth will work closely with Assertive Engagement (AE) staff to establish goals for education, employment, mental health and drug treatment (as needed), and housing assistance and placement. Additionally, youth will participate in day-time activities that focus on building the life skills and stability needed to transition to independent living. The program will encourage youth to be proactive in setting their own goals and coordinating the services they receive. Youth will also offer suggestions to improve the program and overall governance of the program.

The Subrecipient and its subcontractor agencies (NAFY and OI) will provide the following services:

- A. Operate a minimum of 28 transitional beds/units to serve a minimum of 70 homeless youth annually in a clean, safe, low-barrier and supportive environment. Length of stay in transitional housing may range from 6 months to 2 years, and may be individually altered as needed to promote quick and/or successful permanent housing placements. A waiting list will be maintained as appropriate.
- B. Provide two meals per day at the transitional housing sites operated by NAFY and Outside In. Youth will also be referred to Youth System day programs which provide hot meals daily.

- C. Provide for assessment, case management and linkages to other appropriate services to all transitional housing residents.
- D. Make referrals to appropriate agencies, including coordinating with providers of health, mental health, chemical dependency services, employment and training programs, and other services desired or appropriate for the individual youth.
- E. Initiate and provide services focused on permanent housing placement to all transitional housing residents, within no less than 60 days of entry. Provide permanent housing placement assistance, including support in overcoming barriers to housing, requesting Reasonable Accommodation and completing housing applications.
- F. Provide financial assistance to help with application fees, move-in costs, rental assistance and other needs as appropriate.
- G. Provide home and community based retention services to all youth placed into permanent housing, and track and report on retention outcomes for up to 12 months after placement.
- H. Meet legal standards and guidelines for operation as required, including but not limited to Fair Housing, Landlord-Tenant Law, and HIPPA as applicable.
- I. The Subrecipient and NAFY/OI shall provide current written copies of the following documents to the City Contract Manager upon request:
 1. Copy of Contract between Subrecipient and NAFY/ Subrecipient and OI for operation of said services.
 2. Copies of eligibility criteria, client agreements, operating procedures, guidelines, grievance and termination policies.
 3. Any and all updated versions of the above referenced documents within 30 days of revision.
- J. 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 will 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.

III. PERFORMANCE MEASURES

The Subrecipient shall work with NAFY/OI to achieve the following outputs and outcomes:

- A. Subrecipient will track and report on the achievement of the following levels of service (outputs) during the period of this Contract:
 - 1. 70 unduplicated youth will receive transitional housing with coordinated services
 - 2. 4,599 bednights (14 beds) will be maintained and provided by NAFY
 - 3. 4,599 bednights (14 beds) will be maintained and provided by OI
 - 4. 3,000 of engagement hours provided to youth by AE staff will be recorded

- B. Subrecipient will track and report on the progress of the following accomplishments (outcomes) during the period of this Contract.
 - 1. 80% of youth exiting the program will move into safe, stable housing
 - 2. 70% of youth exiting the program will move into permanent housing. This includes any housing where the youth can move out of the housing when they desire, as opposed to having housing of limited duration.
 - 3. 70% of youth who move into permanent housing will remain housed 6 months after placement (can be in another permanent stable site)
 - 4. 65% of all youth who move into permanent housing will remain housed 12 months after placement (can be in another permanent stable site)

IV. REPORTING REQUIREMENTS

- A. Subcontractor Plans and Outcomes: Subrecipient will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts.

- B. The Subrecipient will submit the following program reports:
 - 1. Report Form (Exhibit E-1)
 - 2. ServicePoint: Entry/Exit Report (E/E)
 - 3. ServicePoint: Shared Housing Assessment Report (SHAR)
 - 4. ServicePoint: All Client Demographic Count (ACDC).

Other reports may be requested as necessary by the City Contract Manager.

Program reports will be submitted quarterly on or before the following dates: **October 31, 2011, January 31, 2012, April 30, 2012, and July 9, 2012.** A year-end report will be submitted on or before **July 9, 2012** for FY 2011-12.

Extensions to reporting deadlines may be granted with approval from the City Contract Manager.

- C. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.

- D. Partner agencies will enter data on housing placements and retention rates on all clients served through the program into Service Point.
- E. Financial reports may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit E-2). The year-end financial report will be submitted by **July 9, 2012**.
- F. Subrecipient shall participate in and submit reports as required for the:
 - 1. Quarterly outcomes for the 10-Year Plan to End Homelessness, including placement and retention data.
 - 2. State of Oregon One Night Shelter Counts.
 - 3. City and County-wide Street Counts.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The Subrecipient will be compensated for the above described services. The payment 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 service.
- B. No funds under this Contract may be used to purchase non-expendable personal property or equipment, either by the Subrecipient or any subcontractors with whom the Subrecipient enters into Contracts without prior written permission from the City Contract Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by City-funded programs.
- C. It is agreed that total compensation under this Contract shall not exceed SIX HUNDRED EIGHTY THREE THOUSAND, EIGHT HUNDRED EIGHTY DOLLARS (\$683,880).
- D. Final invoices on this contract must be received by the City Contract Manager by **July 9, 2012**.

EXHIBIT E-1
Quarterly and Year-End Report

Subrecipient Name:	Multnomah County
Contract Number:	30002192
Program Title:	Youth Transitional Housing
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2012 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012 <input type="checkbox"/> Year-End: July 1, 2011 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
# youth served (shelter, case mgmt, etc)						70
# bednights provided – New Avenues for Youth						4,599
# bednights provided – Outside In						4,599
# of engagement hours provided						3,000
OUTCOMES						
# youth exiting to stable housing						80% of exits
# youth exiting to permanent housing						70% of exits
% of youth retaining housing for 6 months					X	70%
% of youth retaining housing for 12 months					X	65%

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email:
Jennifer.Chang@portlandoregon.gov.

EXHIBIT E-2

**Multnomah County: Youth Transitional Housing
FY 2011-12**

REQUEST FOR PAYMENT

TO: City of Portland/PHB
Attn: Ruth Benson/Jennifer Chang
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Request For Payment #: _____ Contract #: 30002192
Billing Period: _____

General Fund

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS BILL	AMOUNT BILLED TO DATE	BALANCE
Personnel*	\$543,522			
Operating Expenses: Rent, office supplies, utilities, equipt./rental, computer, mileage, travel, insurance, printing/postage, food, data processing.	\$53,959			
Client Assistance	\$44,688			
Administration	\$41,711			
TOTAL	\$683,880			

* Line item breakout of staff positions funded is attached as Exhibit E-3.

Total Amount Requested _____

County/Prepared By _____ Phone No. _____

Email _____

County/Approved By _____
Signature Date

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

EXHIBIT E-3

Program Title: Youth Transitional Housing

City-Funded Personnel

Position	FTE	Amount	Description
Housing Specialists	13.0	\$433,784	Provides case management services to youth in transitional housing.
Housing Supervisor	1.15	\$38,373	Provides supervisory support to housing specialists.
Program Director	0.43	\$14,343	Oversees Supervisory position and overall administrative functions for the transitional housing program.
Benefits		\$57,022	
TOTAL	14.58	\$543,522	

Appendix C1 – Sample Amendment

AMENDMENT NO. 6
Subrecipient Contract No. C53015

The above referenced Contract between the City of Portland, acting by and through its Portland Housing Bureau, and Dignity Village is hereby amended as follows:

Effective Date and Duration

This contract is hereby extended to September 30, 2012.

All other terms and conditions of Contract No. 53015 between the City of Portland and Dignity Village shall remain the same.

DIGNITY VILLAGE

CITY OF PORTLAND

Dignity Village Representative Date

Traci Manning Date
Director
Portland Housing Bureau

Print Name

APPROVED AS TO FORM

James H. Van Dyke Date
City Attorney

LaVonne Griffin-Valade Date
City Attorney

Appendix C2 – Sample Amendment

AMENDMENT NO. 1
Subrecipient Contract No. 32000613

The above referenced Subrecipient Contract between the City of Portland (City) acting by and through its Portland Housing Bureau (PHB) and Home Forward (Subrecipient) is hereby amended as follows:

Part A: Contract Agreement

2. **Compensation** is amended to read: City shall pay Subrecipient monthly for provision of services, upon receipt of invoice(s) documenting expenditures. Total compensation under this Contract shall not exceed ONE MILLION, EIGHT HUNDRED NINETY-SIX THOUSAND, NINE HUNDRED AND SEVENTY-ONE DOLLARS (\$1,896,971). This includes \$1,420,000 in City General Funds, \$40,000 in City Housing Investment Funds, and \$436,971 in U.S. Department of Housing and Urban Development HOME funds.

Table A: Contracted Services Programs is amended to read:

Program Title	Budgeted Amount	Fund Source	Part
Short-Term Rent Assistance (STRA): General	\$202,750	City General Fund	C
STRA: Schools and Housing Stabilization Fund	\$500,000	City General Fund	C
STRA: Culturally-Specific	\$250,000	City General Fund	C
STRA: HOME Tenant-Based Rental Assistance	\$436,971	HOME	C
Supportive Housing Services for the Apartments at Bud Clark Commons	\$339,250	City General Fund	D
Rent Well Tenant Education and Landlord Guarantee Program	\$82,000	City General Fund	E
Rent Well Tenant Education and Landlord Guarantee Program	\$40,000	City Housing Investment Fund	E
Key Not a Card Program	\$46,000	City General Fund	F
TOTAL	\$1,896,971		

Part C: Short-term Rent Assistance Program

- I. **Scope of Services** is amended to read:
This program incorporates services delivered through multiple initiatives with funding from two sources:

Initiative	Budgeted Amount	Fund Source
Short-Term Rent Assistance (STRA): General	\$202,750	City General Fund
STRA: HOME Tenant-Based Rental Assistance	\$436,971	HOME
STRA: Culturally-Specific	\$250,000	City General Fund
Schools and Housing Stabilization Fund	\$500,000	City General Fund

Elements of the scope of services are divided generally by initiative, and further by funding source.

III.A Compensation and Method of Payment is amended to read:

- A. It is agreed that total compensation under this Project shall not exceed ONE MILLION, THREE HUNDRED EIGHTY-NINE THOUSAND, SEVEN HUNDRED AND TWENTY-ONE DOLLARS (\$1,389,721). This includes \$952,750 in City General Funds and \$436,971 in HOME funds.

Exhibit C-2 is amended as attached.

All other terms and conditions of Contract No. 32000613 between the City of Portland and Home Forward shall remain the same.

HOME FORWARD

CITY OF PORTLAND

Steve Rudman Date
Executive Director

Traci Manning, Director Date
Portland Housing Bureau

APPROVED AS TO FORM:

Linda Meng Date
City Attorney

LaVonne Griffin-Valade Date
City Auditor

**EXHIBIT C-2 (Amendment 1)
Home Forward - Short Term Rent Assistance FY 2011-12
REQUEST FOR PAYMENT**

TO: City of Portland/PHB
Attn: Ruth Benson/Ryan Deibert
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Request For Payment #: _____ Contract #: 32000613
Billing Period: _____

GF

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance
Personnel	\$55,885			
Rent Assistance	\$760,549			
Other Client Services	\$109,123			
Operating Expenses	\$2,750			
Administrative Expenses	\$24,443			
TOTAL	\$952,750			

HOME (Portland)

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance
Personnel	\$43,892			
Rent Assistance	\$365,571			
Operating Expenses	\$4,600			
Administrative Expenses	\$13,508			
TOTAL	\$427,571			

HOME (Gresham)

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance
Administrative Expenses	\$9,400			
TOTAL	\$9,400			

Please attach detailed information as specified in the contract, or as requested by Project Manager.

Total Amount Requested: _____ Total Balance: _____

Home Forward/Prepared By: _____ Phone No.: _____

Home Forward/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.

The performance measures and other reporting elements we require subrecipients provide must be informed by a number of considerations.

1. Funding Source Data Requirements

- **General**
 - **Federal Sources** – This refers to either entitlement funds (i.e., CDBG, HOME, ESG or HOPWA) or other Federal grants (e.g., Lead Based Paint, Healthy Homes, ARRA grants). Each type of grant has its own reporting requirements which are delineated in the grant agreement. There may also be special reporting requirements if you are managing a grant that is Federal in origin but that we receive through another entity (e.g., NSP received through the State of Oregon).
 - **General Fund one-time funding** – One-time general fund resources require reporting twice or three times per year (in the BMP process) on progress against target outcomes the decision package funding is intended to achieve. The bureau generally determines the appropriate measure(s) to track progress and success.
- **Activity-specific**
 - For Federal sources, depending upon the type of eligible activity the Federal funds are funding, there will be activity-specific data requirements. The data collected depends on two factors:
 - National Objective, usually either Low/Mod Housing (LMH) or Low/Mod Clientele (LMC)
 - Matrix Code or sub-program objective (matrix code is used only for CDBG)

2. Reporting Metrics

- Common metrics include people, units and households served.
- More specific metrics include income, race, ethnicity, head of household, female head of household.
- Very specific data requirements include number of people in a household, how many bedrooms in a unit, etc.

3. HMIS Data Standards

- HMIS stands for Homeless Management Information System. This system is funded in part by a Federal Continuum of Care grant, is used to record and share information among service-providers regarding services provided to homeless and near homeless clients.
- There are no contract-specific requirements concerning HMIS, but for those contract managers that manage subrecipients using Servicepoint (i.e., the HMIS system), the CM must understand:
 - Basic HMIS requirements and what that means for data the subrecipient tracks
 - The 3 standard HMIS reports

For more information regarding these two requirements, contract managers should contact the PHB Business Analysis, Research & IT Team.

4. Bureau & Strategic Plan Goals

- PHB refines organizational goals over the course of time. Contract performance measures must align with these bureau goals. For example, in FY 2012/13 as part of its Equity

Business Plan, PHB is working with subrecipients to improve delivery of services to historically-underserved communities of color.

REC'D MAY 29 2012



Human Solutions

Building Pathways Out of Poverty

**Human Solutions - KNAC Homes Not Beds 11-12
REQUEST FOR PAYMENT
General Fund**

City of Portland/PHB
Attn: Ruth Benson/Jennifer Chang
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Project Name:	Homes Not Beds
Request for Payment #	10
Billing Period	April, 2012
Contract Number:	32000545

PO 22077572
32000545 11-12
Contract Budget ~~\$385,000~~ Fund ~~97413.46~~
Invoice Amount \$ *7,572.40*
Balance *97,413.46*
Approved By *JC* Date *5/29/12*
BIBCO Director
5000200994

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance
Client Assistance	\$ 290,500.00	\$ 6,884.00	\$ 216,820.63	\$ 73,679.37
Personnel	\$ 57,500.00	\$ -	\$ 44,621.68	\$ 12,878.32
Operating Expenses	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Indirect Costs	\$ 35,000.00	\$ 688.40	\$ 26,144.23	\$ 8,855.77
TOTAL	\$ 385,000.00	\$ 7,572.40	\$ 287,586.54	\$ 97,413.46

Total Amount Requested \$ **7,572.40**

Prepared By: Dennis Coon

Phone: 503-548-0208

Email: dcoon@humansolutions.org

Human Solutions/Approved By: _____

humansolutions.org

Portland Office 12350 SE Powell Blvd., Portland, OR 97236
Rockwood Building 124 NE 181st Ave., Suite 109, Gresham, OR 97230

Phone 503.548.0200
Phone 503.405.7875

Fax 503.548.0299
Fax 503.405.7934

Ecumenical Ministries of Oregon

Interchurch Center, Suite B ■ 0245 SW Bancroft Street ■ Portland, Oregon 97239
phone (503) 221-1054 ■ fax: (503) 223-7007 ■ Web site www.emoregon.org

City of Portland - Portland Housing Bureau

Contract No. 32000589

Invoice No. 11 Program Year 2011-2012

For The Month of May 2012

PO 20111560
32000589 FY 11-12
Contract No. _____
Contracted Budget \$ *18000* Fund _____
Invoice Amount \$ *7170.64*
Balance \$ *9093.60*
Approved By *[Signature]* Date *6/29/12*
BHCD Director
500207606

Cost Element	Budget	Invoice	Y.T.D	Balance
Personnel	\$73,000.00	\$6,235.34	\$70,259.57	\$2,740.43
Operating	\$7,500.00	\$0.00	\$7,500.00	\$0.00
Admin/Indirect	<u>\$17,500.00</u>	<u>\$935.30</u>	<u>\$11,147.13</u>	<u>\$6,352.88</u>
Total	<u>\$98,000.00</u>	<u>\$7,170.64</u>	<u>\$88,906.70</u>	<u>\$9,093.30</u>

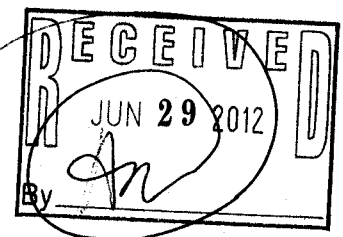
Pay This Amount **\$7,170.64**

Invoice Prepared By: Kathie Titzler *Kathie Titzler*

Invoice Approved By: Barbara Stone *[Signature]*

Date *6-13-12*

7/9/12
ENTERED
5100256759





hope. access. potential.

Exhibit E-1

Home Forward - Rent Well Tenant Education and Landlord Guarantee Program

FY2011-2012

REQUEST FOR PAYMENT

TO: City of Portland/PHB
 Attn: Ruth Benson/Ryan Deibert
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

Request for Payment #: 9
 Billing Period: 05/01/2012-05/31/2012

Contract # 32000613

General Fund

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance Remaining
Personnel	\$54,000	\$4,207.68	\$32,000.49	\$21,999.51
Administrative Costs	\$28,000	\$4,410.00	\$20,671.06	\$7,328.94
TOTAL	\$82,000	\$8,617.68	\$52,671.55	\$29,328.45

Housing Investment Fund

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance Remaining
Client Services	\$40,000	\$848.00	\$2,429.13	\$37,570.87
TOTAL	\$40,000	\$848.00	\$2,429.13	\$37,570.87

Total Amount Requested: \$9,465.68

Total Balance: \$66,899.32

Home Forward /Prepared by Joni Duff: Joni Duff 6/20/12 Phone No.: 503-802-8553
 Email: Joni.Duff@homeforward.org Signature Date

Home Forward/Approved by John Linfesty: John Linfesty 6/20/12 Phone No.: 503-802-8532
 Email: John.Linfesty@homeforward.org Signature Date

A new name for the Housing Authority of Portland

135 SW Ash Street, Portland, Oregon 97204 TEL 503.802.8300 TTY 503.802.8554 homeforward.org



422 NE Alberta Street
Portland, OR 97211
503.284.6827
www.communityenergyproject.org

PO 82078425
Contract No. 32000587 FY 11-12
Contracted Budget \$ 100,000 Fund _____
Invoice Amount \$ 5,878.50
Balance \$ 97,121.50
Approved By [Signature] Date 9/2/11
BHCD Director

Community Energy Project: Senior Weatherization

Budget and Request for Payment

TO: City of Portland/PHB
ATTN: Phil Conger-Willis
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

5000158130
ORIGINAL

Request for Payment #: 1
Billing Period: July 1 - 31, 2011

Contract #: 32000587

CDBG ABA7

Budget Category	Contract Budget	Amount this Invoice	Billed to Date	Balance
Personnel	\$21,744	\$1,639.58	\$1,639.58	\$20,104.42
Operating	\$9,263	\$274.91	\$274.91	\$8,988.09
Indirect/Admin	\$3,993	\$170.38	\$170.38	\$3,822.62
TOTAL	\$35,000	\$2,084.87	\$2,084.87	\$32,915.13

Lents TIF

Budget Category	Contract Budget	Amount this Invoice	Billed to Date	Balance
Personnel	\$18,638	\$1,182.36	\$1,182.36	\$17,455.64
Operating	\$8,250	\$280.86	\$280.86	\$7,969.14
Indirect/Admin	\$3,112	\$162.24	\$162.24	\$2,949.76
TOTAL	\$30,000	\$1,625.46	\$1,625.46	\$28,374.54

Interstate TIF

Budget Category	Contract Budget	Amount this Invoice	Billed to Date	Balance
Personnel	\$21,744	\$1,735.65	\$1,735.65	\$20,008.35
Operating	\$9,183	\$271.06	\$271.06	\$8,911.94
Indirect/Admin	\$4,073	\$161.46	\$161.46	\$3,911.54
TOTAL	\$35,000	\$2,168.17	\$2,168.17	\$32,831.83

Certification: I certify that to the best of my knowledge and belief this invoice is correct and complete, that all of the expenses are for the purpose set forth in the award document, and that I understand that these expenses are subject to future audit.

CEP/Prepared By: Marianne Kos Date: 8/30/11
Marianne Kos

CEP/Approved By: Sherry Burbach Email: director@communityenergyproject.org
Sherry Burbach Phone No: 503-284-6827 ext 102



CITY OF
PORTLAND, OREGON
PORTLAND HOUSING BUREAU

Nick Fish, Commissioner
Margaret Van Vliet, Director
421 SW 6th Avenue, Suite 500
Portland OR 97204
(503) 823-2375
Fax (503) 823-2387
www.portlandonline.com/PHB

June 7, 2012

Appendix F1 – Sample Monitoring Closing Letter

Liesl Wendt
211info
1435 NE 81st Avenue, Suite 500
Portland, OR 97213

SUBJECT: Follow-up from May 9th, 2012, Monitoring Visit

Dear Ms. Wendt:

The Portland Housing Bureau (PHB) has completed its May 9th monitoring of 211info's activities conducted under Contract #32000359. Funding for these activities includes Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) and a mix of one-time and ongoing City general funds. Funded activities reviewed in the monitoring include: 211 information and referral, severe weather, program outreach (including Housing Connections and Rent Well), and completion of the 2011 Point in Time Count of Homelessness.

The on-site monitoring and additional subsequent review consisted of the following:

- a) Review of portions of 211info's agency policies and procedures, including Conflict of Interest Statement and portions of the Employee Handbook, including the Non-Discrimination Policy, Client Confidentiality Agreement, Drug-Free Workplace Agreement, Use of Communications Technology Policy, Whistleblower Policy, and hiring and training procedures;
- b) Review of City-funded program guidelines and processes, including those for data collection and reporting and current agency strategic planning initiatives and outcomes;
- c) Review of FY 11-12 quarterly reports;
- d) Review of call center data system and reporting functions;
- e) Interviews with program staff;
- f) Fiscal monitoring of financial documents and processes (See attached "Subrecipient Fiscal Monitoring Checklist")

In general, our site visit and other monitoring indicate exceptional performance by 211info staff and leadership in conducting the work under the PHB/211info contract. 211info clearly demonstrates sound administrative and fiscal practices, with well-documented supporting agency-wide policy, training, and internal monitoring.

The monitoring process involved a review of program and financial documents and processes to identify potential findings and concerns. Findings are defined as direct violations to applicable regulations or contract conditions, and require immediate action to correct. Concerns are defined as issues that may pose challenges to performance and/or items that could be added to enhance performance of a particular program(s), in which recommended actions are provided.

Findings: PHB identified no programmatic or financial findings.

Concerns: PHB identified the following programmatic and financial concerns, along with associated recommended actions:

1. Current eligibility documentation for CDBG-funded 211 information and referral services appears sufficient to demonstrate regulatory compliance, but documentation may be strengthened through additional supporting policy and practice.

A small portion (\$19,200) of the 211 call center staffing costs is paid by CDBG funds under this contract. These costs are for eligible CDBG Public Services meeting the Low/Moderate Income (LMI) Limited Clientele national objective as detailed in HUD Community Planning and Development Notice [CPD-04-07](#). HUD guidance requires that 211info must document that call center staffing costs reimbursed by CDBG funds reflect a portion of overall call center operations costs less than or equivalent to the portion of operations costs that serve callers who have or are presumed to have LMI. To meet these documentation standards, 211info may document caller income directly, or may presume LMI status based on referral of callers to services limited to people with LMI.

HUD provides detailed guidance regarding direct documentation of client income (see Section 13.3.6 of HUD's [Basically CDBG](#) guide). Though call center staff record client's verbally self-reported household size and income in the call center data system, this may not be sufficient to meet HUD income documentation guidelines.

Alternatively, CPD Notice 04-07 provides detailed guidance for documenting pro-rated call center operations costs that can be attributed to presumed LMI clientele. That guidance requires systematic, ongoing examination of average per-call costs against actual related referral data to determine the prorated call center costs attributable to LMI clientele.

Given the following observations, PHB believes that 211info demonstrates compliance with the CDBG LMI Limited Clientele national objective:

- 211info's call center data system documents and accurately reports client self-reported household size and income, as well as agency and service type for any referrals given to callers.
- 211info's client-level self-reported income data reported to PHB suggest that at least 47% of 211info callers have LMI (income level for the remaining 53% is unknown; no callers reported incomes above 80% of median family income).
- Similarly, call center referral data reported to PHB indicate that more than half of callers are referred to services that may allow 211info to presume LMI status.
- CDBG Public Services funds represent only 9% of call center operations costs funded through this contract - far less than the prorated costs attributable to assisting LMI callers.

Should 211info continue to use CDBG Public Services funds to reimburse call center operations costs, PHB recommends the following actions to strengthen policy and practice for client-level eligibility documentation:

- 1.1 Following guidance in CPD Notice 04-07 and/or Section 13.3.6 of HUD's [Basically CDBG](#) guide, establish agency policy that clearly identifies 211info's method of documenting call center costs attributable to services provided to LMI clientele.
- 1.2 If directly documenting caller income, work with PHB to clearly determine whether client self-report of income is sufficient to document income without additional backing documentation, including written third-party documentation.

1.3 If documenting presumed income based on referrals, establish policy identifying which agencies and/or service types within the call center referral database are restricted to LMI Limited Clientele. Establish a means of examining, on an ongoing basis, actual call center costs attributable to referrals to agencies or service types restricted to LMI Limited Clientele. Use this to document that costs reimbursed by CDBG Public Services funds are less than or equal to the actual costs attributable to services to LMI Limited Clientele.

2. Current call center data collection and retention practices appear to meet contractual and regulatory record retention requirements, but the practices lack supporting policy.

CDBG regulations and Section V.G of the contract between 211info and PHB require that 211info maintain required records for four years after the City makes final payments and all other pending matters are closed. The 211info call center data system clearly allows 211info to meet this requirement relative to client-level eligibility records (like income status and referral resources), but there is no supporting agency policy requiring such retention.

2.1 PHB recommends that 211info adopt an electronic client-level record retention policy in support of its existing practice and incorporate the policy into applicable staff training procedures.

3. Informal subcontracting practices for completion of 2011 Point-in-time Count of Homelessness may have exposed 211info to unnecessary risk.

With appropriately documented approval from PHB, 211info engaged the services of Kristina Smock Consulting to complete the 2011 Point-in-time Count of Homelessness in Portland/Multnomah County as described in Section I.D of the Statement of Work within the PHB/211info contract. Timely completion of those services is well documented through periodic invoices and approved final work products, but 211info appears to have engaged the services through an informally documented proposal, rather than a formal subcontract. This practice may expose 211info to unnecessary risk, and does not appear sufficient to comply with Section V.M (Subcontracting and Assignment) of the contract between PHB and 211info, which states: “[211info] shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of [211info] as specified in this contract.”

3.1 PHB recommends that 211info engage any future subcontracted work through formal subcontracts sufficient to mitigate risk and comply with contractual and/or regulatory obligations.

4. Documentation of cost allocation across multiple funding sources for call center staffing activities is clear and generally demonstrates regulatory compliance, but could be strengthened.

211info accounting and employee time record systems clearly demonstrate allocation of staff costs among multiple funding sources and are properly signed by staff and managers. Employee time records and corresponding accounting statements are routinely submitted as backing documentation to invoices under the PHB/211info contract. 211info appears to allocate staff costs based on routine splits of staff time by funding source, rather than by retrospective analysis of potentially variable staff effort related to each funding source.

Should 211info continue this practice, PHB recommends the following action to strengthen time recording policies:

- 4.1 Develop and maintain retrospective employee certification of level of effort documentation, reviewed and signed by staff on at least a quarterly basis. PHB can recommend sample formats if desired.

None of these concerns requires specific response at this time, though I am happy to further discuss any of them with you. You can contact me at (503) 823-2368 or ryan.deibert@portlandoregon.gov, if you have questions or want to provide response.

PHB is grateful for our partnership with 211info, and we appreciate your staff's hard work and dedication to providing information and referral services to help meet the housing and service needs of people throughout our community. We particularly value 211info's ongoing leadership and innovation in improving statewide access to critical health and human services and housing resources.

Sincerely,

Ryan Deibert, MPH
Program Coordinator

cc: Charlie Chau, Sally Erickson, Jacob Fox, PHB



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Appendix F2 – Sample Monitoring Closing Letter

July 6, 2011

Kristy Wood
Oregon Community Warehouse
3969 NE Martin Luther King Jr. Blvd.
Portland, OR 97212

SUBJECT: Follow-up from May 26, 2011 Monitoring Visit

Dear Kristy:

The City of Portland has completed its monitoring of Oregon Community Warehouse conducted on May 26, 2011 and covered only PHB contract number 3000360 – Furnishings For Homeless Individuals and Families. This monitoring encompassed both program and fiscal aspects of the contract. This contract is funded with City of Portland General Funds.

During the monitoring, I visited with Kristy Wood, Executive Director and Tom Elston, Program Manager. The bulk of the review consisted of the following:

- a) Review of OCW's agency-wide policies and procedures, including the Employee Handbook and other policies;
- b) Review of OCW's City-funded program processes, including the Online Request Form and the Orientation outline;
- c) Review of OCW's custom-made database;
- d) Interviews with City-funded program staff;
- e) Fiscal monitoring of OCW's financial documents and processes

The monitoring process involves a review of program and financial documents and processes to identify potential findings and concerns. Findings are defined as direct violations to applicable regulations or contract conditions, and require immediate action to correct. Concerns are defined as issues that may pose challenges to performance and/or items that could be added to enhance performance of a particular program, in which recommended actions are provided.

Findings: There were no programmatic or financial findings identified in our monitoring.

Concerns: The scope of work and the goals outlined in the contract are all being met. It appears as though OCW is having some growing pains and is looking at larger, agency-wide changes that are not specifically connected to the City of Portland contract.

1. **There is no written policy for clients**, which in this instance, are the agency case managers that refer their clients to OCW for furniture. A written policy for clients would allow OCW to be clear and intentional regarding its policies. Written policies permit programs to be evenly applied to all clients by all employees. A policy might include how client grievances should be handled and under what circumstances a client (case manager or agency) might be terminated from accessing OCW's services.

Policies should be written in such a way as to encourage services being available for all individuals of all backgrounds regardless of race, culture, age, sexual orientation, familial status, etc.

2. **Consistency in reports.** The language in the contract is vague regarding which agencies qualify as serving homeless individuals and families. Therefore, the reports may not consistently report on all homeless agencies. This was discussed and specific agencies will be listed in the FY 11-12 contract.
3. **Number of homeless households served.** The contract stipulates that 210 homeless and formerly homeless households will be provided with furniture and household items. The first quarter alone, 652 households were served. This is not a “concern”. PHB is pleased that OCW places an emphasis on serving homeless households. Over-serving homeless households does not seem to have caused any problems for the City-funded contract. Although, it may cause some bottlenecks for other OCW partners. We may look at right-sizing the FY 11-12 contract goals.

I have attached the Subrecipient Fiscal Monitoring Checklist that Paul utilized in his monitoring. Paul reports that he found nothing of concern regarding the agency’s financial management of the resources allocated under the contract reviewed (3000360).

We look forward to receiving your response to the above items. Please contact me at 503-823-2378 or dawn.martin@portlandoregon.gov if you have any questions.

I appreciate the support and assistance of Oregon Community Warehouse during the PHB on-site monitoring.

Sincerely,

Dawn M. Martin
Housing Program Specialist

Cc: Paul Stewart, PHB
Sally Erickson, PHB



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June 12, 2012

Appendix F3 – Sample Monitoring Closing Letter

Caitlin Campbell
Homeless Youth Continuum
Multnomah County Human Services, Community Services Division
421 SW Oak, Suite 200
Portland, OR 97204

RE: Follow-up to April 4th, 2012 on-site monitoring visit

Dear Ms. Campbell:

The Portland Housing Bureau has completed its April 4th monitoring of Multnomah County's City-funded youth programs in omnibus contract #30002192. The monitoring consisted of the following:

- a) Review of Multnomah County's policy and procedures of program oversight for PHB-funded youth housing and support activities; process of contracting funds to subrecipient agencies; monitoring schedule and policies of subrecipient agencies; and subrecipients' program guidelines and processes, including selection criteria, enrollment forms.
- b) Review of PHB-funded staff descriptions.
- c) Review of FY 11-12 quarterly reports.
- d) Interview with Multnomah County Contract Manager and staff.
- e) Fiscal monitoring of financial documents and processes (See attached "Subrecipient Fiscal Monitoring Checklist")
- f) HMIS monitoring of usage and processes (See attached "HMIS Monitoring Checklist")

Overall, our site visit and other monitoring demonstrates exceptional performance by Multnomah County staff in managing the youth programs under contract #30002192. The County has effective program management, fiscal practices and monitoring processes in place and Caitlin has consistent communication and engagement with subrecipient agencies on program performance, expectations, expenditures and contract compliance.

The monitoring process involved a review of program and financial documents and processes to identify potential findings and concerns. Findings are defined as direct violations to applicable regulations or contract conditions, and require immediate action to correct. Concerns are defined as issues that may pose challenges to performance and/or items that could be added to enhance performance of a particular program(s), in which recommended actions are provided.

Paul Stewart met with Caitlin Campbell, Nancy Culver and Betty Alexander to review and discuss fiscal documentation associated with the contract. The attached Subrecipient Fiscal Monitoring Checklist was used in the monitoring visit. He was pleased to report that no findings or concerns were found in Multnomah County's financial management of the City of Portland General Fund resources allocated under this contract. There was one minor issue identified during the visit, described below as item 3 in the "Other Items" section.

Findings: No programmatic or financial findings were found.

Concerns: No programmatic or financial concerns were found.

Other Items: Additional items were identified in the monitoring, which were neither findings nor concerns, although require follow-up:

- 1. Inform clients and agency staff of data privacy rights:** A copy of the Service Point privacy notice should be posted in a public place and also made available to clients upon request. Additionally, contract's sub-recipient agency staff members should be informed of the data privacy requirements and procedures of informing clients.

Recommended action: Print out and display the Privacy Notice (one for posting the other for clients upon request), available on our website www.portlandonline.com/phb/hmis . Because of the specific language related to our continuum in the "[Homeless Management Information System \(HMIS\) Data Standards - Revised Notice - March 2010](#)", providers are recommended to use PHB's version rather than one of their own.

Status: The County reviewed the contract boiler plate and confirmed there is reference (on page 8 of 9, Attachment B, Department of County Human Services Conditions, Section C, #2 Data Collection, c.) to the fact that DCHS contractors using Service Point must inform clients of their data privacy rights and post a privacy notice in an area clearly visible to agency clients. The County will also complete the following actions by the end of the fiscal year:

- Include this item on the checklist for requirements that Program Specialists check against during agency monitoring.
 - Communicate the requirement in an upcoming SP newsletter sent to all contractors and users of SP.
 - Send out a specific email detailing this requirement to all of our contractors.
 - Review the requirement with all Program Specialist staff at team meetings.
- 2. Follow-up with data completeness:** A Data Completeness Report Card was run for three Homeless Youth Continuum programs: 1. Janus Youth Programs- Homeless Youth Continuum; 2. Janus Youth Programs - STREETLIGHT, and 3. New Avenues for Youth-Homeless Youth Continuum. There was some missing and/or incomplete data found, and of the three programs run, only two had clients entered and the grades were "C" and "F".

Recommended action: Caitlin Campbell and Kathy Knapp (Multnomah County) are working with Wendy Smith (PHB) to determine the data areas that need to be completed or corrected. They will work together with the applicable subrecipient agencies to set a timeline for making the data improvements and will keep the City Contract Manager informed of progress.

- 3. Inconsistent definition of payment terms:** The payment terms defined in Multnomah County's contract with JANUS for the Youth Shelter program indicated reimbursement for expenses incurred. However, as described by agency staff, the intent and the actual process over this fiscal year followed a different model (i.e., "service capacity" payments). County staff indicated this will be corrected in the new contract to be executed for FY 2012-13.

Required action: Forward a copy of the executed FY 2012-13 contract to PHB indicating the correct payment terms.

None of these items require an immediate response at this time, though I am happy to further discuss any of them with you. You can contact me at (503) 823-2391 or Jennifer.Chang@portlandoregon.gov.

We are grateful for your partnership and appreciate your staff's hard work and dedication in operating the Youth Short-Term Shelter and Youth Transitional Housing programs which offer housing and support to homeless youth in our community.

Sincerely,

Jennifer Chang, MPH
Program Coordinator

cc: Paul Stewart, PHB
Sally Erickson, PHB



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May 3, 2012

Appendix G1 – Sample Monitoring Intro Letter

Liesl Wendt
211info
1435 NE 81st Avenue, Suite 500
Portland, OR 97213

RE: May 9th, 2012 On-site Monitoring Visit of 211info

Dear Ms. Wendt:

As we have discussed previously via phone and email, the Portland Housing Bureau (PHB) is required to conduct an on-site monitoring of organizations and programs that receive City general funds and federal funds through the bureau. A monitoring visit for 211info is scheduled for **Wednesday, May 9th, 2012 from 12:30 to 4:30 PM** at the 211info offices located at 1435 NE 81st Avenue, Suite 500, Portland, Oregon 97213.

The purpose of the monitoring visit is to ensure that 211info's activities under PHB Contract #32000611 are in compliance with federal Community Development Block Grant (CDBG) regulations for administrative, financial and programmatic operations. Your organization will also be monitored for compliance to City requirements and performance based on your contracted budget, scope of services, outputs and outcomes. Monitoring will focus on the following activities: 211 information and referral, severe weather, program outreach (including Housing Connections and Rent Well), and completion of the 2011 Point in Time Count of Homelessness. Please arrange for key staff members to be available to answer programmatic and fiscal questions.

During the visit I will:

- Review program and client records and/or data systems for the current fiscal year (07/01/2011 – 06/30/2012)
- Check grant and other compliance requirements stipulated in the contract
- Review program progress and outcomes, based on contracted outputs and outcomes
- Assess compliance on reporting
- Review existing administrative and financial policies as necessary

Charlie Chau, an accountant on our fiscal team at PHB, will monitor your agency's financial records and compliance, and I will perform the program monitoring. Charlie and I will provide separate notice in advance of the visit of the specific documents and contract invoices we'd like to review. We look forward to meeting with you and your team to review and discuss the progress of your City-funded programs.

Sincerely,

Ryan Deibert, MPH
Program Coordinator

cc: Charlie Chau, PHB
Sally Erickson, PHB
Jacob Fox, PHB



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Appendix G2 – Sample Monitoring Intro Letter

DATE: October 26, 2012
TO: Kristy Wood, Executive Director
Oregon Community Warehouse
3969 NE MLK Jr. Blvd.
Portland, OR 97212
FROM: Dawn Martin, Program Specialist, PHB
SUBJECT: May 26, 2010 – On-site Monitoring Visit

Kristy:

The Portland Housing Bureau is required to conduct an on-site monitoring of organizations and programs that receive funds through the bureau. A monitoring visit for Oregon Community Warehouse is scheduled at your agency offices on **Thursday, May 26th, 2010 from 10:00 AM to 12:00 noon.**

The purpose of the monitoring visit is to ensure that programs are in compliance with regulations for administration, financial and programmatic operations. Your organization will also be monitored for compliance to City requirements and performance based on your contracted budget, scope of service, outputs and outcomes. The program that will be specifically monitored is: Furnishings for Homeless Individuals and Families. We would appreciate it if you ensured that key staff members are available at the scheduled time to answer any programmatic or fiscal questions that arise.

During the visit we will:

- Review program files and records current fiscal year (July 1, 2010 - June 30, 2011)
- Review a sample of financial records and reports that pertain to the current fiscal year contract for the program referenced above
- Check documentation for eligibility and beneficiaries, including review of beneficiary files
- Check grant and other compliance requirements stipulated in the contract
- Review program progress and outcomes, based on contracted outputs and outcomes
- Review existing financial and administrative policies as necessary

Paul Stewart, Financial Analyst at PHB, will conduct a monitoring of your agency's financial records and compliance, and I will perform the program monitoring. Paul will notify you approximately one week in advance of the visit the specific contract invoices for which we'd like to review back-up documentation. We look forward to meeting with you and having an in-depth opportunity to discuss the progress of your City-funded program.

Sincerely,

Dawn Martin,
Program Specialist

cc: Paul Stewart, PHB;
Sally Erickson, PHB;
Jacob Fox, PHB



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March 14, 2012

Appendix G3 – Sample Monitoring Intro Letter

Caitlin Campbell
Homeless Youth Continuum
Multnomah County Human Services, Community Services Division
421 SW Oak, Suite 200
Portland, OR 97204

RE: April 4th, 2012 On-site Monitoring Visit

Dear Ms. Campbell:

The Portland Housing Bureau is required to conduct an on-site monitoring of organizations and programs that receive City general funds through the bureau. A monitoring visit for Multnomah County is scheduled for **Wednesday, April 4th, 2012 from 9:00am to Noon** at your agency's administrative office at 421 SW Oak, Suite 200, Portland OR.

The purpose of the monitoring visit is to ensure that the Youth Short-Term Shelter and Youth Transitional Housing programs (Contract #300002192) are in compliance with City regulations for administrative, financial and programmatic operations. Your organization will also be monitored for compliance to City requirements and performance based on your contracted budget, scope of services, outputs and outcomes. Please arrange for key staff members to be available to answer programmatic or fiscal questions.

During the visit we will:

- Review program files and records for the current fiscal year (July 1, 2011 - June 30, 2012)
- Review a sample of financial records and reports that pertain to current fiscal year contract(s) for the programs referenced above and check documentation for eligibility and beneficiaries, including review of client files
- Check grant and other compliance requirements stipulated in the contract
- Review program progress and outcomes, based on contracted outputs and outcomes
- Review existing financial and administrative policies as necessary

Paul Stewart, Financial Analyst at PHB, will monitor your agency's financial records and compliance, and I will perform the program monitoring. Paul and I will notify you one week in advance of the visit and give you the specific documents and contract invoices we'd like to review. We look forward to meeting with you and the funded youth agency representatives to review and discuss the progress of your City-funded programs.

Sincerely,

Jennifer Chang, MPH
Program Coordinator

cc: Paul Stewart, PHB
Sally Erickson, PHB
Jacob Fox, PHB

Appendix H - Sample Monitoring Documentation Request

From: [Chang, Jennifer](#)
To: [Caitlin Campbell](#)
Cc: [Stewart, Paul](#); [Smith, Wendy](#)
Subject: Re: PHB April 4 monitoring, 9:00am to Noon - Requested documents/materials
Date: Tuesday, March 27, 2012 3:53:28 PM
Attachments: [10b.Monitoring sheet.doc](#)
Importance: High

Dear Caitlin,

This email is to confirm our scheduled on-site monitoring visit to review Multnomah County's contract #30002192 with the Portland Housing Bureau. The visit is scheduled for next Wednesday, April 4th, 2012 from 9:00 AM to Noon. We will meet at Multnomah County's offices at 421 SW Oak, Suite 200, Portland OR. The proposed agenda includes:

9:00 – 9:15 Introductions/brief overview of visit

Program and HMIS monitoring:

9:15 – 10:15 Meetings with County contract manager and program staff (for short-term shelter and transitional housing programs)

10:15 – 11:15 Review of program documents and client files

11:15-11:45 HMIS/ServicePoint review (with Wendy Smith)

11:45 – Noon Closing/follow-up

Financial monitoring (conducted by Paul Stewart)

9:15 – 11:45

Through this email, I am requesting some documents for review prior to the site visit and some documents which we intend to review on the day of the visit. If the documents/processes do not already exist, please do not create them for the site visit.

I'd like to receive the following documents in electronic or hard-copy form prior to the site visit, by COB Monday, April 2nd, 2012:

1. Any written policies and procedures guiding Multnomah County's management and oversight of the youth programs funded under contract #30002192. Include copies of any written monitoring procedures (desk or on-site) used to monitor sub-recipient agencies. (If this is not currently available in written form, we can discuss your current monitoring procedures during the site visit.)
2. Copies of any policy and procedure documents that guide overall operations of youth Short-Term Shelter and Transitional Housing programs and activities. Please include:
 - A. Any program-specific policies and procedures, including:
 - o Admission criteria/program eligibility guidelines
 - o Referral procedures

- Policies and procedures regarding documentation of client services
 - How client feedback is incorporated into program development and operations
- B. Any program-specific rules or policies communicated to clients, including:
- client rights and responsibilities
 - client termination or exclusion policies and procedures
 - client grievance policies and procedures
3. Copies of current job descriptions for PHB-funded staff positions for the programs.
 4. Client numbers from a randomized sample of 6 client files (3 from Short-Term Shelter, 3 from Transitional Housing) from FY 11-12. Please have these actual files available for me to review on the day of the visit. [Note: I may review additional client files selected randomly on the day of the visit.]

On the day of the site visit, please plan to make available appropriate staff and materials to provide:

1. Oral description and/or written documentation for any procedures used by Multnomah County to select sub-recipient agencies to perform the activities stated in the contract. Include copies of contracts between the County and sub-recipient agencies for operation of youth services under contract #30002192.
2. Oral description and/or written documentation for any procedures used by Multnomah County to ensure timely and accurate program reporting and submission of financial invoices.
3. Oral description and/or written documentation for any procedures used by Multnomah County to verify data quality and completeness of program data entry into Service Point. Additionally, Wendy Smith will review the **attached** HMIS Monitoring form with County HMIS/data staff. **Please have the County's HMIS/data staff present at this part of the monitoring visit.**

Paul Stewart will conduct the fiscal monitoring. For the fiscal portion of the monitoring visit, Paul will like to review backing documentation associated with invoices billed for October, November and December 2011 under contract #30002192 for both the Short-Term Youth Shelter and Youth Transitional Housing programs.

As applicable, backing documentation should include payroll records, copies of invoices, indirect cost allocation worksheets, employee requests for reimbursement, and any other materials necessary to reconcile invoiced amounts to the relevant source documentation. Additionally, I may need to review the following documentation:

- financial statements that correspond to the billing periods cited above (for reconciliation purposes)

- policies and procedures that pertain to accounting, payroll and any other financial operations
- indirect cost allocation plan or rate agreement (if your organization uses one)
- chart of accounts documentation

We look forward to this opportunity to learn more about your programs and continue strengthening the essential partnership between our organizations. Please let me know if you have any questions.

Thanks,
Jennifer

Jennifer Chang, MPH

Program Coordinator, Ending Homelessness Initiative

Portland Housing Bureau

421 SW 6th Avenue, Suite 500

Portland, OR 97204

(P) 503.823.2391

(F) 503.823.2387

*Please update your contact list with my new email: Jennifer.Chang@portlandoregon.gov

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CONTRACT FILE CHECKLIST

		FUNDING SOURCE: <i>Mark all that apply</i>
		<input type="checkbox"/> CDBG
Contract Manager		<input type="checkbox"/> ESG
Contractor		<input type="checkbox"/> HOME
Contract Number		<input type="checkbox"/> HOPWA
Fiscal Year		<input type="checkbox"/> General Fund
		<input type="checkbox"/> Other:
REQUIREMENTS:		INITIAL AS COMPLETED/ RECEIVED
HDS Set Up		
Contract and Budget		
Amendment No. _____		
Amendment No. _____		
A-133 Audit – <i>if applicable</i> <i>(Note: this audit is necessary if the contractor expended more \$500,000 in federal funding in a fiscal year.)</i>		
Indirect Cost Plan – <i>if applicable</i> <i>(Note: accounting information, bills, invoices, and audits including A133 are located in the Accounting files.)</i>		
Con Plan Amendment		
Compliance Documentation		
Cost Reasonableness Checklist		
Risk Assessment Checklist		
Desk Monitoring Checklist		
Small Contracts Fiscal Monitoring Checklist (if applicable)		
Progress Reports: Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/>		
Site Monitoring Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Fiscal Staff Monitoring Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Invoices: Reviewed & Initialed		
Close-Out		
Close-Out Activities Reviewed & Completed		

COST REASONABLENESS CHECKLIST

Purpose	<i>To ensure proposed costs are eligible and reasonable</i>
When Necessary	<i>For all subrecipient contracts</i>
Completion Timeframe	<i>Prior to contract execution</i>

Contractor	
Contract Number	

Is the Budget Balanced?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Resources:	
Have all resources been identified?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have resources been secured?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Expenditures:	
Are all costs allowable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are indirect costs requested?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has a cost allocation plan been approved?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Have the costs of direct salaries & benefits been requested?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have all funded positions been identified?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Does staffing capacity appear reasonable in relationship to the work to be performed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are equipment expenditures proposed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, are they eligible?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Is there a direct benefit to the program?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Have audit costs been budgeted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all costs necessary for the completion of the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all costs reasonable?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature: _____

Date: _____

Title: _____

DESK MONITORING CHECKLIST

Purpose	<i>Assess contractor's fulfillment of contractual and compliance requirements, and resolution of any issues identified.</i>
When Necessary	<i>For all contracts that do not receive an onsite subrecipient monitoring.</i>
Completion Timeframe	<i>Within 6 months of contract execution</i>

Contractor	
Contract Number	

Progress Reports	
Are progress reports submitted in a timely manner and at the frequency specified in the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the information provided in the progress reports demonstrate that the project is being carried out within the scope of services of the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, are all activities being carried out eligible for funding?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Does it appear that the project will be completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What percent of the project is complete?	
What percent of the project year has passed?	
If income and demographic information is required, does the information demonstrate that the program is serving the intended clientele?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If performance measure reporting is required, does the information demonstrate that the program is meeting its performance objectives?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Invoices	
Are draw requests submitted in a timely manner?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are draw requests complete (do they include all required documentation and is the math correct)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any budget line items over expended?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has the agency requested an adjustment to the budget line items?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do any draw requests include any ineligible costs or costs which were not included in the contract budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the agency indicated any cash flow problems (e.g. requesting expedited payment)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

DESK MONITORING CHECKLIST

Prior Monitorings & Audits	
Were any findings or concerns identified in previous monitorings or audits, if required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, have these been successfully resolved?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Other Regulations	
Are there any other federal or local regulations with which the project is required to comply?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, specify:	
Is documentation demonstrating compliance in the project file?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	
Have any potential problems been identified?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, specify issues identified and steps taken to resolve:	

Signature: _____

Date: _____

Title: _____

FISCAL MONITORING CHECKLIST FOR SMALL CONTRACTS

Purpose	<i>Assess risk with a specific focus on financial operations.</i>
When Necessary	<i>For subrecipient contracts \$100k or less (or with an average annual compensation \$100k or less)</i>
Completion Timeframe	<i>By end of fiscal year</i>

Contractor	
Contract Number	

Budget:	
Is the project operating within the contract budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any budget line items over expended?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Personnel:	
Are time records maintained for staff that distinguishes between funded and non-funded programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all time records signed by the staff person and authorized by a different person?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the most recent payment of payroll taxes been made?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Invoices:	
Are files of all requests for payment, including back-up documentation and proof of payment, maintained? If not, please explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Accounting Records:	
Are accounting records maintained to distinguish between funded and non-funded programs and the various funding sources within funded programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are bank statements reconciled regularly?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the agency maintain a general ledger or journal? If not, how are records maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If agency received an advance or receives program income, are records maintained to account for all funds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the agency have adequate procedures for receipt and expenditure of funds to protect from loss or theft?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature: _____ Date: _____

Title: _____

RISK ASSESSMENT CHECKLIST

Purpose	<i>Gauge potential risk based upon historic performance and other factors</i>
When Necessary	<i>For all subrecipient contracts</i>
Completion Timeframe	<i>Within 4 months of contract effective date</i>

Contractor	
Contract Number	

Questions	Results	Rating
Is this the first time the agency has contracted with the City? (Yes=3 No=0)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is this a new activity for the agency? (Yes=2 No=0)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the agency successfully completed this activity in prior years? (Yes=0 No=1)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the agency have any unresolved audit findings? (Yes=1 No=0)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the agency experienced recent turnover in staff responsible for conducting the City funded activity? (Yes=1 No=0)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the agency corrected any issues or findings from previous monitoring visits? (Yes=0 No=2 NA=0)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Has the agency consistently met performance goals in prior activities? (Yes=0 No=2 NA=0)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
What is the amount of the contract? (\$1 to 25,000=0; \$25,001 to 200,000=1; \$200,001 to 500,000=2; Over \$500,001=3)	\$	
Are reports and invoices submitted in a timely manner? (Yes=0 No=1)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there evidence that the agency is experiencing cash flow problems (e.g. requesting expedited reimbursements)? (Yes=2 No=0)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there other information available which may indicate a need for more frequent monitoring of the activity? (Yes=1 No=0)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Total Rating		
When was contract last monitored? <i>(Tracking log at K:\Operations\Portland Housing Bureau\Contract Management)</i>		
If Rating total is 5 or higher an on-site monitoring should be scheduled during the contract year.		
On-site monitoring required	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Signature: _____ Date: _____

Title: _____

Invoice Preparation Checklist

- Is the invoice printed on letterhead that includes contact information for your organization?
- Does the invoice include the contract number?
- Did you check your math?
Poor math can hold up payment; consider using a simple excel spread sheet to check sums.
- Are there two signatures on each invoice?
The City Auditors office requires 2 different people to process an invoice: the preparer and the authorizer. Both need to sign it.
- Is the invoice billing period within the grant period?
The city won't pay an invoice for the "billing period" of July through September if the invoice says the grant period ended in June, (even if the contract was extended to December.)
- Has the invoice billing period ended?
The city won't pay an invoice until after the "billing period" has ended. So for immediate payment of an invoice, an invoice submitted March 15 should have a billing period ending no later than March 15.
- Is the funding source correct?
- Are you sending the original signed invoice in the mail?

Appendix K

EXHIBIT D-1
Quarterly and Year-End Report

Subrecipient Name:	Northwest Pilot Project
Contract Number:	32000359
Program Title:	Senior Housing Program
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2011 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2011 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2012 <input checked="" type="checkbox"/> 4 th Quarter: April 1 to June 30, 2012 <input checked="" type="checkbox"/> Year-End: July 1, 2011 to June 30, 2012

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
# new households receiving services	643	329	289	349	1,610	1,400
# clients receiving intensive case managment.	70	6	0	2	78	65
# clients receiving on-site support services	179	0	0	1	180	150
OUTCOMES						
# households placed into permanent housing	55	38	45	59	197	200
# households placed into transitional housing	3	23	19	6	51	50
# households receiving eviction prevention	69	44	45	77	235	200
% households retaining perm. housing – 3 mts	88%	92%	95%	95%	X	90%
% households retaining perm. housing – 6 mts	91%	95%	91%	91%	X	80%
% households retaining perm. housing – 12 mts	87%	93%	89%	88%	X	70%
% households placed in TH that will maintain 12 mts housing stability	85%	95%	88%	92%	X	85%

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

Northwest Pilot Project's Senior Housing program has provided eviction prevention and housing placement services to 483 households during fiscal year 2011/2012. We have met our goals for Eviction Prevention, Transitional Housing Placement and Permanent Housing Placement services. In addition, we have exceeded the shared retention goals at 3, 6, and 12 months.

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Northwest Pilot Project continues to face the challenge of an increasing number of individuals seeking our services, and lack of affordable housing. During this fiscal year, we turned away 582 people seeking services, an increase of 36% over the prior year, due to increased demand that our staff could not meet. In addition to an aging population, we have seen a dramatic increase of individuals seeking our services due to job loss, expiration of unemployment benefits, and catastrophic health issues. Shelter, affordable and subsidized housing is not available to meet the great numbers of individuals seeking our services. The wait times continue to grow for subsidized housing with the influx of new individuals in need.

Northwest Pilot Project continues to work with our community partners to form referral relationships and opportunities for our clients. We are reaching out on a regular basis to non-profit developers to try and generate more housing options for our clients, as we believe the lack of affordable housing and lack of rental assistance funds are the greatest need in our community. We are in the process of finalizing an agreement with Northwest Housing Alternatives to begin referring clients to 25 PSH units at the 333 Oak Apartments. This type of partnership has been very successful for our clients and for the properties with which we partner. We continue to look for more opportunities like it, and to approach churches with the goal of increasing our direct client assistance funds. With inadequate rental assistance funds to meet the growing demand, we have prioritized households who have the fewest resources and will benefit the most from our assistance while simultaneously looking for ways to increase the funds available to our clients.

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email: Jennifer.Chang@portlandoregon.gov



CITY OF
PORTLAND, OREGON
PORTLAND HOUSING BUREAU

Nick Fish, Commissioner
Margaret Van Vliet, Director
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Portland OR 97204
(503) 823-2375
Fax (503) 823-2387
www.portlandonline.com/PHB

June 19, 2012

Appendix L – Sample Monitoring Follow-up Letter

Kevin Coughlin
Multnomah County Human Services, MHASD
421 SW Oak, Suite 200
Portland, OR 97204

RE: Follow-up to April 12th, 2012 on-site monitoring visit

Dear Mr. Coughlin:

The Portland Housing Bureau has completed its April 12th monitoring of Multnomah County's City funded Bridgeview Transitional Housing program in omnibus contract #30002192. The monitoring consisted of the following:

- a) Review of Multnomah County's program oversight of the PHB-funded Bridgeview program activities; process of contracting funds to the Subrecipient agency (Luke-Dorf); monitoring Luke-Dorf's program policies and guidelines, including selection criteria & enrollment forms.
- b) Review of PHB-funded staff descriptions
- c) Review of FY 11-12 quarterly reports
- d) Interview with Multnomah County MHASD and Luke-Dorf staff members
- e) General review of County's fiscal and HMIS/Service Point management protocols

The monitoring process involved a review of program documents and processes to identify potential findings and concerns. Findings are defined as direct violations to applicable regulations or contract conditions, and require immediate action to correct. Concerns are defined as issues that may pose challenges to performance and/or items that could be added to enhance performance of a particular program(s), in which recommended actions are provided.

One programmatic finding and two strong concerns (one fiscal and one programmatic) were found as a result of the onsite visit and other monitoring, summarized on Pages 2-3 of this letter.

All items relate to insufficient program and fiscal oversight and monitoring of Luke-Dorf of the Bridgeview Transitional Housing program, which place the County at strong risk for being negligent in managing CDBG funds. At the time of the onsite monitoring, the County's procedures and practices were not in compliance with City and federal HUD contract requirements, specifically, Part B., item T. (General Terms and Conditions) of the contract between PHB and Multnomah County which states:

"In connection with its activities under this contract, [Multnomah County] shall comply with all applicable federal, state and local laws and regulations. For Community Development Block Grant-funded projects, [Multnomah County] shall carry out its activities in compliance with 24 CFR 570..."

Since the time of the monitoring, you and I have exchanged multiple email conversations and had one follow-up meeting on May 31, 2012, to address the items and develop action plans to correct and address the issues, as summarized:

One programmatic finding:

1. Lack of monitoring for CDBG compliance: At the April 12th monitoring visit, you stated being unaware of CDBG regulations connected to PHB's contract for Bridgeview activities. The County currently monitors the Bridgeview program per State requirements, however does not specifically monitor for compliance with CDBG guidelines. The County is not sufficiently overseeing the program to ensure that the activities performed and expenditures invoiced are in compliance with CDBG allowable uses and activities.

Required action: As discussed in our email correspondences and May 31, 2012 meeting, the following actions will to be taken and implemented for FY 12-13:

- a. County MHASD staff with oversight responsibilities for administering CDBG funds associated with the Bridgeview will become familiar with the guidelines and allowable and unallowable expenses associated with CDBG. Resources to review include, but are not limited to: [Basically CDBG](#) (particularly Chapters 1, 3, 7, 9, and 11), [Cost Principles for Non-Profit Organizations](#), and [CDBG Monitoring Handbook](#) and [Monitoring Strategies and Procedures](#) for CDBG monitoring criteria standards.
- b. County will incorporate CDBG-specific monitoring activities into the current monitoring practice. This will include the items on the "CDBG Monitoring Checklist" (attached). The County will monitor Luke-Dorf in FY 12-13 and maintain documentation of monitoring activities for PHB's review.

Two strong concerns (one fiscal and one programmatic):

1. Insufficient process for reviewing financial invoices: At the time of the monitoring visit, the County didn't review financial invoices submitted by Luke-Dorf prior to submitting invoices to PHB. Without this review, the County is unable to track invoiced costs throughout the contract term, nor confirm that invoiced categories match up with approved categories in the contract per CDBG regulations. By not having a review process in place for financial invoices, the County exposes itself to undue risk and is out of compliance with PHB's expectations for contract management.

Required action: In our May 31, 2012 follow-up meeting, we discussed changes the County will implement for FY 12-13. The County will receive and review financial invoices and back-up documentation from Luke-Dorf to ensure consistency of invoiced amounts to budgeted amounts per PHB's contract and to ensure that costs are allowable and sufficiently-documented under Federal guidelines. The County will approve each invoice prior to submission to PHB and submit invoices with back-up financial documentation from Luke-Dorf to support invoiced amounts.

In addition, PHB will schedule a full fiscal on-site monitoring of County MHASD for the Bridgeview Transitional Housing program in FY 2012-2013.

2. Insufficient review of HMIS/ServicePoint reporting: At the April 12th monitoring visit, you were unaware of the ServicePoint system and reporting requirements for Bridgeview as stated and required in the FY11-12 contract. As you mentioned, Luke-Dorf currently completes and submits ServicePoint reports directly to PHB and there is no process in place for the County to review or approve reports to ensure timeliness, completeness and accuracy of data entry.

Required action: At our May 31, 2012 follow-up meeting, Wendy Smith, HMIS Administrator at PHB, provided you with an overview of Service Point reporting for the Bridgeview program. We discussed changes the County will implement for FY 12-13. The County will receive and review quarterly Service Point reports from Luke-Dorf for progress and accuracy. If needed, County staff will work with Luke-Dorf staff to address any questions or concerns on the reports. The County contract manager will approve reports prior to submission to PHB.

I appreciate the County's prompt attention and commitment to remedy the issues identified through the monitoring. Based on the implementation of the above actions, the County MHASD will be in compliance with managing the CDBG funds for the Bridgeview Transitional Housing program in contract #30002192.

PHB is grateful for the work of the County and Luke-Dorf in managing the Bridgeview program. Please contact me at (503) 823-2391 or Jennifer.Chang@portlandoregon.gov to follow-up on any of the above items, or if you have questions.

Sincerely,

Jennifer Chang, MPH
Program Coordinator

cc: Sally Erickson, PHB
Jacob Fox, PHB
Paul Stewart, PHB