

Subrecipient Contract  
Draft Contract No. XXXXXX  
Fair Housing Projects

**DO NOT EXECUTE**

This Subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City" and Community Alliance of Tenants (CAT) hereafter called "Subrecipient" for the provision of Tenant Education Program.

1. Effective Date and Duration

This contract shall become effective on July 1, 2014, and shall terminate on June 30, 2015.

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.

PHB	Subrecipient
Contract Manager: Kim McCarty	Contract Manager: Justin Buri
421 SW Sixth Ave., Suite 500	2710 NE 14th Ave.
Portland, OR 97204	Portland, OR 97212
(503) 823-5312	(503)-460-9702
(503) 823-2387 (fax)	(503)-288-8416 fax
Kim.McCarty@portlandoregon.gov	elisa@oregoncat.org
	EEO Expires: 5/25/2015
	Business License No.: 440208

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$161,400 in the City's FY 2014-14 funds in Community Development Block Grant (CDBG). Compensation requirements are contained in Section III.

5. Reporting

The Reporting requirements are contained in Section II. Final report is due **July 8, 2015**.

6. Funding

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

List of Exhibits

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

Document	Description	No. of Pages
Exhibit A	Request for Payment Form	1
Exhibit B	Program Budget	1
Exhibit C	PHB Guiding Principles of Equity and Social Justice	1
Exhibit D	Beneficiary Data Form	3
Exhibit E	Outcome and Reporting Data	2
Exhibit F	Quarterly and Annual Report Narratives	1
Exhibit G	Relocation Program Policies and Procedures	10

**I. Scope of Services**

This scope of services will assist the City of Portland to address some of the issues highlighted in the Multnomah County Analysis of Impediments to Fair Housing Report.

- A. The Analysis of Impediments (AI) report recommends strengthening public awareness of Fair Housing Laws. Renters will benefit from understanding their tenant rights, fair housing laws; protection, reporting options, and benefit from knowing the organizations that can assist with them resolve issues through investigation, mediation, litigation or enforcement of tenant rights.
  - 1. Subrecipient will provide the following call center services associated with the Tenant Education Program (TEP):
    - b. Conduct four workshops for tenants regarding tenant rights and responsibilities, Fair Housing, and/or how to address housing habitability issues when fair housing issues are a factor. . The workshops should target underserved communities or members of populations that are impacted by discrimination based on a protected class.
    - c. Participate in four outreach events in Portland to promote the hotline with potential clients who could benefit.
    - d. Increase awareness of Fair Housing Rights by training the hotline volunteers about Fair Housing law and how to appropriately make referrals to FHCO, LASO, Oregon Law Center and BOLI thereby reducing barriers for individuals to get help and to better record incidents of Fair Housing violations.
    - e. Act as education and referral partner for mold cases for the Relocation Program as defined in Exhibit F. Counsel tenants that qualify for relocation assistance through Portland Housing Bureau (PHB) for high blood lead levels. Seek strategies to ensure follow through for households identified as having mold issues.
    - f. Distribute lead hazard brochures to households that include children under the age of 6 who call hotline or attend subrecipient outreach events. Include information about the impact of Fair Housing protections on families at risk for lead poisoning and other habitability concerns.
    - g. Serve 1600 low-income Portland residents this contract year through a call

- center and tenant education services.
  - h. Maintain organizational database for collection and reporting of demographic, circumstantial and quality of service data regarding users of the program. This should include tracking of rental problems callers report as well as referrals made to other programs and services.
  - i. Demonstrate services especially dedicated to serving the needs of populations at risk for discrimination due to being a member of a protected class.
  - j. Recruit and train 40 additional hotline volunteers. Training should include appropriate referrals especially for habitability issues and fair housing issues.
  - k. CAT will participate in the quarterly Fair Housing Advocacy Committee and encourage participation by renters.
2. Relocation Program Placement Activities
- a. Act as education and referral partner for mold cases for the Relocation Program as defined in Exhibit F. Counsel tenants that qualify for relocation assistance through Portland Housing Bureau (PHB) for high blood lead levels. Seek strategies to ensure follow through for households identified as having mold issues.
  - b. Prioritize mold calls on the Renters' Rights Hotline. Ensure that all calls related to mold are triaged and prioritized.
  - c. Follow-up all callers that are referred to the Relocation Program within 4 weeks of initial call. Provide relocation info again, and help caller create an action plan to fulfill the requirements of the program. Track the status of callers at time of follow-up and barriers to fulfilling program requirements.
  - d. At follow-up, if caller has secured the medical documentation needed for the relocation, CAT will forward caller info to Neighborhood Inspections Program for inspection of unit. Simultaneously, CAT will notify Impact NW of referral and status of caller and contact info to being referral process.
  - e. CAT will support properties where multiple residents at an apartment complex are potential eligible for the Relocation Program.
  - f. CAT will work with culturally competent interpreters to translate informational Relocation Program material.
  - g. CAT will ensure 30 relocations that will result in completed mold related relocations. This is based on last year's 180 complaints.
  - h. CAT will connect with 2-4 CBOs or social service agencies to build their awareness and ability to refer potential eligible people to this program.
  - i. 50-100 participants will attend a Healthy Homes for renters' workshop. Workshop will last 1 hour and will focus on effective and easy strategies for tenants to address and prevent future mold and other health hazards in the home. All participants will receive a healthy homes kit that will include: humidistat, Dampid bag, and action plan to put practices into action. Workshop will be available in multiple languages as appropriate.

3. Complete a one-year pilot project in intensive one-on-one tenant law and fair housing advocacy.
  - a. Walk-in Clinic: in-depth counseling and letter writing support to 9-15 low income renters per session of a total of (216-360) per year. Minimum of 4 counseling slots per session will be reserved for culturally specific partner orgs. Sessions will be held up to four times per month in East Portland and inner N/NE Portland. Participants will need to be pre-screened for urgency of need, appropriateness of service, and readiness for action. Clinic will provide minimal document review and letter writing support. At site clinic will print and mail letters for tenants. Letters will be written on behalf of the renter, not a lawyer. Document review will include scanning of evictions notices, rental contracts and landlord notices. Letter writing will be provided for reasonable accommodations, repair requests, move-out letter, etc. (template based letters).

As appropriate, clinic participants will be directly referred to LASO or FHCO for further fair housing support. Program participants will first attend a basic fair housing and tenant rights.

Clinic staff will follow-up with clinic participants via phone 1 and 3/6 months after counseling session to provide additional support as needed, intervention outcome, and to monitor housing stability.

- b. Renters Rights Hotline: Hotline staff will follow-up with hotline participants via phone 3/6 months after completed hotline call to provide additional support as needed, intervention outcome, and to monitor housing stability. 150 hotline participants per quarter will receive follow up. Evictions, fair housing, and habitability callers will be prioritized.
  - c. No Cause Evictions Filing: Landlords within the city of Portland will need to file a copy of any no cause/ without stated cause notice. FHCO will be the collections entity and provide data analysis of evictions trends. Format will follow protocol used for mobile home park closures.
  - d. Evictions Court Counseling: Tenant advocates attend evictions court 1 time per week to provide on-site evictions prevention info. The purpose is to provide support low-income tenants without legal counsel. Many renters without legal representation feel pressured into signing contracts that they don't agree to or understand. Tenant advocates will provide basic info to support tenants to self-advocate for legal outcomes that they agree to and understand.
  - e. Consulting w/ LASO: Consulting with LASO will include hard costs such as filing fees and registrations for clients referred from CAT. LASO will provide additional oversight and training to assure best practices of

intervention, avoiding legal liabilities. Consulting with FHCO will include assistance in pilot project activities to support participants needing more formal fair housing support. Collect income eligibility and demographic information for ALL TEP participants as required for reporting as outlined in Exhibit C.

- f. E. Maintain all records for the project, including program development, operation, and fiscal, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the City Project Manager, or other designated persons, upon request. At a minimum, records may be reviewed as part of the annual monitoring process.
- g. All publicity for City-funded projects will include mention of the City's participation in the project through the Portland Housing Bureau. City Project manager should be made aware of requests for records or media inquiries related to the Tenant Education Program.
- h. Any changes to the scope of work, time line, or budget of this project must be approved in writing by the City Project Manager.

## **II. Commitment to Equity Agenda**

PHB is incorporating equity goals into all sub-recipient contracts in alignment with The Portland Plan which establishes that in order to ensure everyone has access to the opportunities necessary to satisfy their essential needs, the City will enforce Title VI, track the information needed to understand disparities, evaluate equity impacts, improve evaluation methods and mitigate for disparities.

<http://www.portlandonline.com/portlandplan/index.cfm?c=58776&a=420370>

Our equity goals are also in alignment with the Strategic Plan of the Portland Housing Bureau which directs PHB to work to ensure equitable access to housing by setting, clear, measurable equity goals for all PHB programs, incorporating equity goals into all funding applications and contracts, monitoring and reporting on whether we reach our goals, and using proven strategies to increase the use of city-supported housing services by communities of color.

<http://www.portlandoregon.gov/phb/article/427251>

PHB will utilize indicators posted on PHB's website, linked below, to evaluate progress towards our goal of reducing and removing disparities in Access and Outcomes for communities of color.

<http://www.portlandoregon.gov/phb/60596>

### **Access**

PHB works to ensure equity for communities of color in city-supported housing programs. To evaluate progress PHB will utilize indicators based on the disparity

between the rates of poverty for whites and respective communities of color, as measured by ACS data for each community.

- In FY 2014-15, PHB aspires to reduce disparities in communities' rates of poverty by working with all contractors to increase Access to services by communities of color which experience disproportionate poverty rates. Contractors will be accountable for their efforts to reduce disparities by seeking to provide services to communities of color that contribute to achievement of the overall PHB goals. As described above, PHB will report on and publish our collective progress made in serving communities of color, by program, at least annually.

### **Outcomes**

PHB aspires to reduce and remove the documented disparities experienced by communities of color in service and housing Outcomes by working with partners to measure outcomes and implement strategies for service delivery that contribute to the achievement of program specific and bureau wide goals for communities of color.

- In FY 2014-15 all subrecipient contractors will report Outcome measures by race/ethnicity.
- In FY 2014-15 all subrecipient contractors will evaluate Outcomes by race/ethnicity and if evaluation shows statistically significant disparities in the achievement of Outcomes based on race, contractor will work with PHB to determine why such disparate impacts are occurring, and to recommend and implement a remedy to eliminate them.

### **A. Equity Assessments**

In FY 2014-15 all Subrecipient contractors will submit an organizational equity assessment by March 31, 2015 using a standardized equity assessment tool. Some exceptions will be made on a case by case basis for organizations that have already completed an organization equity assessment within the last two years using widely accepted tools.

### **B. Equity Plans**

In FY 2014-15 all Subrecipient contractors will submit an organizational equity plan by June 30, 2015 using a standardized equity plan template. Some exceptions will be made on a case by case basis for organizations that have already completed an organization and program equity plan within the last two years using widely accepted tools.

## **III. Performance Measures**

### **A. Output measure reporting:**

The Subrecipient will report on progress toward the achievement of the following output measures for the project:

1. CAT will submit an equity assessment by March 30, 2015.

2. CAT will submit an equity plan by June 30, 2015.
3. 1600 callers served.
4. Place return phone calls within 24 hours to urgent and time-sensitive calls, and within 48 business hours (or at another time mutually agreed upon between Subrecipient and the caller) for other calls.
5. Maintain 18 operating hours of phone assistance to hotline callers per week.
6. Ongoing volunteer recruitment to create a pool of 40 volunteers.
7. Participate in 4 outreach events in Portland to promote the hotline with potential clients who could benefit.
8. Conduct 4 workshops of for tenants regarding renters' rights and responsibilities, Fair Housing and/or how to address habitability issues.
9. Target the workshops to buildings with fair housing issues and coordinate with LASO and FHCO to bring staff that can offer one on one intakes for fair housing advocacy by the renter or by an advocacy organization.
10. Participate in 4 meetings of the Portland Fair Housing Advocacy Committee.
11. Narrative report on the referrals made to LASO, FHCO, or other Fair Housing organizations.
12. Report on the database for collection and reporting of demographic, circumstantial and quality of service data regarding users of the program. This should include tracking of rental problems callers report, as well as referrals made to other programs and services.
13. Report on culturally and linguistically appropriate outreach plan designed to increase use of services and knowledge of tenant rights including fair housing and habitability issues.
14. Identify ways for tenant leaders to participate in Fair Housing Advocacy Committee projects.
15. 100 % of clients served under this contract will be screened for eligibility and will have their eligibility documented.
16. Organizationally, set diversity benchmarks and goals for inclusiveness of its board, staff, volunteers and customers by adopt an equity statement to cover hiring, community participation and access to services, by Dec 31, 2014. Consult with two culturally specific groups to get recommendations for an outreach plan for recruitment of staff, board, and volunteers. Act on suggested improvements through future strategic development.
17. Actions may include making recruitments or establish advisory groups to fill any gaps in participation from underserved communities.
18. Analyze services accessed by demographics to establish if there are any utilization gaps from the prior fiscal year by September 30, 2014. Develop and implement an outreach plan to increase service access by 2-3 groups identified to have low utilization rates.
19. Actions may include outreach to culturally specific service providers to invite collaboration across systems and communities.
20. Complete robust diversity awareness and anti-oppression training for all staff and board members.
21. Consult with two leading culturally specific groups to get recommendations for an outreach plan and to analyze our service delivery methods. Identify and develop recommendations to reduce barriers to access advice and referral

services with culturally specific groups. Develop an implementation plan based on the recommendations by the culturally specific groups.

22. Actions may include seeking at least one third of volunteers from impacted community renters. Other actions may include recruitment and retention of culturally and linguistically connected staff and volunteers to serve non-English speaking customers on the hotline and in workshops.
23. Report on the Pilot Program outputs and outcomes.

**B. Outcome Goals:**

1. 1600 Portland callers receive accurate information about their renter rights and responsibilities and suggestions for self-advocacy.
2. Outreach efforts and workshops convey information about tenant rights and responsibilities and about the hotline service to Portland residents.
3. Data collection captures the demographics of hotline users' rental problems callers report, and quality of service data.
4. 95% of surveyed callers or repeat callers will report feeling better informed of their options and available strategies to maintain their housing or address their housing crisis.
5. Subrecipient will report an increase in participation of renters from protected classes that are underrepresented in the City or an increase above Subrecipients current baseline.
6. Pilot project outcomes based on retention of housing.

	Approximate Anticipated service	Anticipated Outcomes
<b><u>Walk-in Clinic:</u></b>	360 per year in-depth in-person counseling sessions	70-80 % obtain or retain housing because in-depth interviews
<b><u>Renters Rights Hotline Follow Up:</u></b>	600 phone follow-ups	70-80% obtain or retain housing because of follow-up to hotline calls
<b><u>No Cause Evictions Filing:</u></b>	NA	NA
<b><u>Evictions Court Counseling:</u></b>	NA	50% of those counseled at eviction court retain their housing
<b><u>Consulting w/ LASO and FHCO</u></b>	NA	NA

**IV. Periodic Reporting**

Submit to the Portland Housing Bureau a written progress report on the activities, outputs and outcomes of the project on a quarterly basis using reporting form in Exhibit C and D. The reports are due to the City Project Manager within 30 days of the end of the reporting



period or on **October 30, 2014, January 30, 2015, April 30, 2015** and a final report due on or before **July 8, 2015**.

**V. Compensation and Method of Payment**

The City shall provide payment to Subrecipient under this contract through the Portland Housing Bureau. 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 services. Funds will be disbursed to the Subrecipient for:

- A. Actual expenditures, upon submission of a request for payment to the Portland Housing Bureau, pursuant to the Project Budget set out in Exhibit A.
- B. Subrecipient shall retain all time cards, receipts, invoices, bids, and estimates associated with the costs of this program and make them available to the City Project Manager, or other designated person, upon request.
- C. All funds received by the Subrecipient must be disbursed with three (3) working days of receipt.
- D. Any changes to the approved budget must be approved in writing by the City Project Manager before any expenditure of funds in new amounts or line items.
- E. It is agreed that total compensation under this Contract shall not exceed ONE HUNDRED SIXTY ONE THOUSAND DOLLARS (\$161,000).

**VI. 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.

During the performance of this contract, the Subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the “Subrecipient”) agrees as follows:

**(1) Compliance with Regulations:** The Subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs as set forth in Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as “the Regulations”), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships in the selection and retention of Subrecipients, including procurements of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontractor, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, , sex, sexual orientation, age, religion, disability, marital status, or family relationships.

**(4) Information and Reports:** The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *City of Portland* or any state or federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the Subrecipient shall so certify to the *City of Portland* or the any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, the *City of Portland* shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The Subrecipient shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Subrecipient shall take such action with respect to any Subrecipient procurement as the *City of Portland* or any state or federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subrecipient or supplier as a result of such direction, the Subrecipient may request the *City of Portland* to enter into such litigation to protect the interests of the *City of Portland*, and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient shall have the responsibility to inquire as to which agencies, if any, have a regulatory interest in the contract and comply with any resulting regulations or requirements.

- 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 five 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 five 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), A-133, 24 CFR 570.502(a) and all of 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, rehabilitation and maintenance 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), Executive Order 13279 (Equal Protection for the Laws for Faith-Based and Community Organizations), pursuant to §570.607(a) regarding the use of federal funds by religious organizations and pursuant to 41 CFR chapter 60.
- 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>

**VII. 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 ALLIANCE OF TENANTS****CITY OF PORTLAND**

\_\_\_\_\_  
Justin Buri  
Interim Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Traci Manning  
Director  
Portland Housing Bureau

\_\_\_\_\_  
Date

**DO NOT EXECUTE****APPROVED AS TO FORM:**

\_\_\_\_\_  
Tracy Reeve  
City Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Community Alliance of Tenants**  
**Fair Housing Services**  
**Request for Payment Form**

TO: City of Portland/PHB  
 Attn: Kim McCarty  
 421 SW 6<sup>th</sup> Avenue, Suite 500  
 Portland, Oregon 97204

Project Name: Community Alliance of Tenants Fair Housing Projects

Request For Payment #: \_\_\_\_\_ Contract #: XXXXXXXX

Billing Period: \_\_\_\_\_

**CDBG**

<b>BUDGET CATEGORY</b>	<b>CONTRACTED BUDGET</b>	<b>AMOUNT THIS BILL</b>	<b>AMOUNT BILLED TO DATE</b>	<b>BALANCE</b>
Personnel	\$56,161			
Operating Expenses	\$9,573			
Indirect Costs	\$10,666			
Program	\$10,000			
Pilot Program	\$75,000			
<b>TOTAL</b>	<b>\$161,400</b>			

CAT/Prepared By: \_\_\_\_\_

Phone No.: \_\_\_\_\_

CAT/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 B**  
**Community Alliance of Tenants**  
**Fair Housing Services**  
**2014-2015 Tenant Education Program Budget and Personnel**

<b>Budget Category</b>	<b>FY 14/15 PHB Request</b>
<b>Personnel</b>	
Salaries	\$40,322
Benefits & Payroll Taxes	14,439
<b>Total Personnel</b>	<b>\$54,761</b>
<b>Operating Expenses</b>	
Printing & Copying	\$540
Postage	1,281
Mileage & Parking	118
Consultants: Legal Aid	4,749
Other: Phone system	2,885
<b>Total Operating Expenses</b>	<b>\$9,573</b>
<b>Administrative Expenses (directly or indirectly billed)</b>	
Salaries	\$3,146
Benefits & Payroll Taxes	1,015
Office / Facility Rent	2,272
Bookkeeper	1,508
Office Supplies	793
Travel & Training	79
Payroll services	313
CPA	104
Insurance	1,436
Indirect Rate Billing (\$)	
<b>Total Administrative Expenses</b>	<b>\$10,666</b>
<b>TOTAL BUDGET Hotline Program</b>	<b>\$76,000</b>
<b>Salaries/benefits/taxes Related to</b>	<b>\$7300</b>
<b>Damp rid Bags</b>	<b>\$500</b>
<b>Printing and copying</b>	<b>\$500</b>
<b>Translation of material (into 5 languages)</b>	<b>\$700</b>
<b>Interpretation services for referrals. Includes training for 3-5 interpreter community leaders about program</b>	<b>\$1000</b>
<b>TOTAL BUDGET RELOCATION PLACEMENT</b>	<b>\$10,400</b>
<b>TOTAL BUDGET PILOT PROGRAM</b>	<b>\$75,000</b>



Total	\$161,400
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## EXHIBIT C EQUITY PRINCIPLES

### PHB Guiding Principles of Equity and Social Justice

**Equity means: 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, and we recognize Oregon's history of housing discrimination and social injustice and must 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 disparate living conditions and having 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 operational and financial investment decisions.

PHB will:

- Seek knowledge and learn from the guidance and of others in pursuit of our equity goals
- Strengthen and develop community relationships and engagement for shared success
- Honor and encourage relationships of trust and respect among partners who serve communities of color, service providers, housing developers and contractors
- Develop and communicate equity commitments
- Make policy and operational decisions using an equity lens
- Leverage the work and programs of other organizations effectively addressing issues of equity
- Continually incorporate equity achievements and learning into decision making and implementation of social justice policies
- Provide leadership and support to stakeholders related to equity
- Define, measure, and report equity results

**EXHIBIT D**

(Page 1 of 3)

**PARTICIPANT DEMOGRAPHIC REPORT FOR COMMUNITY ALLIANCE OF TENANTS  
BENEFICIARY DATA**Reporting Period: From: July 1, 2014 To: June 30, 2015**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		
Asian		
Black/African American		
Latino/Hispanic		
Middle Eastern		
Native American/Alaskan Native		
Native Hawaiian		
Pacific Islander		
Slavic		
White		
Declined to answer		
Total		

**EXHIBIT D**

(Page 2 of 3)

**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						
<b>Total*</b>						

\*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>		
<b>Total*</b>		

\*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		

**EXHIBIT D**

(Page 3 of 3)

**5. Incident**

<b>Residence (quadrant or zip code)</b>	<b>Total This Quarter</b>	<b>Total Year-To-Date</b>
NE Portland		
SE Portland		
NW Portland		
SW Portland		
N Portland		
Other		

**6. Other**

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

**EXHIBIT E**

(Page 1 of 2)

**Community Alliance of Tenants Project Quarterly Report****OUTCOME AND REPORTING DATA**Reporting period: from: July 1, 2014 to: June 30, 2015

<b>Output/Outcome</b>	<b>Goal</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>Y-T-D</b>
	Anticipated					Goal/Actual
Number of all calls received	No goal					
Number of all calls counseled	no goal					
Number of all calls abandoned	no goal					
Number of Portland only calls received	1600					
Number of Portland only calls counseled	No goal					
Avg. number of hours assisting callers per week	18/week					
All TEP volunteer hours	no goal					
TEP Portland Hotline volunteer hours	no goal					
Number of volunteers recruited and retained	40					
Number of households sent information regarding lead hazards.	All households with children under six					
Number of callers with mold concerns, including the number of callers referred to the relocation program.	Up to 180 calls/30 referrals					
Outreach events attended in Portland to promote the hotline	4 events					
Workshops provided to tenants and agencies regarding tenant rights, responsibilities and habitability issues that include fair housing issues.	Up to 10 workshops and no less than four. Agency workshops only if organized by PHB or partners.					

Pilot Program Reports						
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**EXHIBIT E**

(Page 2 of 2)

**Performance Measures**

Output/Outcome	Goal	Q1	Q2	Q3	Q4	Y-T-D
Number of callers surveyed regarding usefulness of information	10%					
Number of callers surveyed who reported feeling better informed of their options and available strategies to maintain their housing or address their housing crisis	95%					
Referrals-attach a narrative that lists any agencies or services callers are referred to including fair housing referrals.	N/A					
Report number of referrals to Impact NW	Increase from previous years up to 30 referrals					
Evictions	N/A					
Fair housing issues	N/A					
Repair and Habitability Issues	N/A					
Healthy Home Workshop	50-100 participants					
Pilot Program Outcomes						

i. EXHIBIT F  
**CAT Project Quarterly and Annual Report Narrative**

Report Narrative

1. Education Venues  
 Please list venue date, audience, topic of training, and number in attendance for trainings
2. Referrals and cooperation
3. Peoples' Experiences with Discrimination and Fair Housing Impediments in the City of Portland  
 Please include summaries of local fair housing cases that illustrate the fair housing impediments or discrimination people face in the City of Portland.
4. National Trends  
 Please highlight national trends that correlate with local trends or provide more contexts about what may be happening locally. Include national court findings that impact fair housing and tenant related issues in the City of Portland.
5. Additional Notes  
 Please note any accomplishments, milestones, or issues.
6. Outputs –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.
7. 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.
8. Organizational Assessment
9. Organizational Equity Plan

EXHIBIT G  
(Page 1 of 10)

**City of Portland / Portland Housing Bureau  
Relocation Program Policies and Procedures**

*5-27-2010*

The City of Portland / Portland Housing Bureau (PHB) has contracted with Impact Northwest (INW) to provide relocation services to low-income renters living in units with a variety of habitability issues.

**Program Purpose**

The Substandard Housing Relocation Program (SHRP) was developed to re-house households displaced from units rendered uninhabitable due to serious property maintenance code violations, fire, lead paint hazards or mold. Households are referred to the program by the City of Portland Bureau of Development Services Neighborhood Inspections Program, the Red Cross, Multnomah County Health Department or the Community Alliance of Tenants. The households served by this program have one or more barriers to securing and retaining safe housing including very low income, rental screening barriers, disabilities, mental health issues, and drug and/or alcohol issues.

**I. Program Goals**

The goal of the SHRP is to provide assistance to eligible households to secure safe, permanent replacement housing and retain that housing for one year after any housing stabilization subsidy ends (for example, STRA).

Possible paths to this goal include support services such as case management, rent assistance, mental health and substance abuse services, skills building, assistance in obtaining public benefits, increasing household income through employment, engagement in job training/education, accessing long-term housing subsidies, or simply transitioning to sustainable permanent housing. In limited cases transitional housing or a residential treatment program may be the appropriate first step for a participant.

It is preferable that housing retention is achieved through other housing stabilization and social service programs, but the selected agency may use SHRP funds as necessary.

**II. Eligible Households**

Households served by the SHRP may be comprised of single individuals, couples, families, and other multi-person households. The households must be formally referred by one of the SHRP referring partners (City of Portland Bureau of Development Services Neighborhood Inspections Program, the Red Cross, Multnomah County Health Department or the Community Alliance of Tenants) due to one of the following displacement events and meet the general eligibility criteria below.



## EXHIBIT G

(Page 2 of 10)

**Displacement Events**

1. A fire that renders a unit uninhabitable (Fire Bureau makes this assessment).
2. A vacate order is issued by the City's Code Hearings Officer as a result of unsafe housing conditions as defined by the City of Portland's Dangerous Building, Fire and Property Maintenance Codes.
3. A vacate order is issued by the Multnomah County Health Department as a result of unsafe housing conditions as defined by the Multnomah County Residential Rental Property Maintenance Codes for rental unit in unincorporated areas of Multnomah County.
4. A child six years of age and under in the household has been identified through a confirmatory vena puncture have an elevated blood level at or above 5  $\mu$ g/dL and a Multnomah County Health Department environmental investigation has determined lead in the home contributed to the poisoning.
5. A pregnant woman in the household has been identified through a confirmatory vena puncture to have an elevated blood level at or above 5  $\mu$ g/dL and a State DHS environmental investigation has determined lead in the home contributed to the poisoning.
6. One or more members of the household has been documented to have a serious health threat by a physician or neighborhood health clinic due to a documented mold problem in the unit and the unit has been cited for violations of Title 29 of the City Code.

**General Eligibility**

1. The household must rent their unit (household cannot own the unit they are being relocated from).
2. The household must meet the definition of a renter under Oregon Landlord Tenant law. Individuals living in the unit that are not on the lease or are not approved to live there do not qualify for assistance.
3. Household must have been displaced from a unit that is located in the **City of Portland**; with the exception that in FY 2010-2013, 2013-2014, and 2014-2015, up to 5 households per fiscal year, who occupy rental units in unincorporated areas of Multnomah County, can be relocated due to "Displacement Events" numbered 3-6 defined above.
4. Households must have a household income under 50% median family income.
5. Household must sign an Assistance Agreement to access SHRP services.
6. Households must contact the INW (or respond to INW's contact) and attend an initial intake meeting no later than 45 days after from the referral date in order to be eligible to receive SHRP services.
7. If a household has been received assistance from the SHRP in the past, Impact Northwest will need to get approval from PHB to serve the household again.

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j. 2013 Median Family Income	
Household Size	Annual Income at 50% MFI
1	24,300
2	27,800
3	31,250
4	34,700
5	37,500
6	40,300
7	43,050
8	45,850

**Eligible Forms of Assistance**

**Relocation**

SHRP funds can be used to pay for reasonable relocation expenses, including the following:

1. Interim shelter costs (motel, etc.)
2. Short term storage for a household that has nowhere else to store their belongings until a new unit is located.
3. Unit application fees
4. Move-in costs such as security deposits, and cleaning fees.
5. Moving expenses for relocation within Multnomah, Washington, Clackamas Counties in Oregon or Clark County, Washington, such as a moving truck or a moving service in cases where household is unable to physically pack and load boxes and furniture.
6. Basic household items (must be necessities such as mattresses, linens, clothing, food etc) when these items cannot be obtained from the Impact Northwest warehouse. The selected agency may want to place a limit for expenses in this category.
7. Costs to obtain personal identification.
8. Transportation costs associated with relocation activities.
9. Costs of making reasonable accommodations for a household with a disabled member when necessary and no other funds are available for this purpose. Selected agency will use Unlimited Choices Adapt-a-Home program to ensure adaptations are made by contractors trained to meet the needs of disabled clients.

Note that households displaced by fire will receive some temporary housing and cash assistance from the Red Cross.

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**Stabilization**

The following stabilization assistance can be provided for up to 12 months with SHRP funds. The duration of rent assistance and utility assistance provided through other funding sources are set by those program guidelines. SHRP stabilization funds must be client based rather than project or unit based.

1. Rent assistance
2. Utility assistance

All funds must be paid to the provider of services for relocation and stabilization expenses. No cash may go directly to the household. The only expectation is that households may be reimbursed for the cost of a moving truck because it is a liability for the agency to rent it in its name.

**Housing Placement Assistance and Case Management**

1. Intake and needs assessment
2. Housing search assistance
3. Referral and assistance entering services and programs to increase housing stability (a wide variety of resources from TANF, Food Stamps, employment assistance, to rent assistance).
4. Case management during housing search and after housing placement if needed to ensure housing stability.

**SHRP Administration and Procedures**

**Referral to SHRP**

Referrals to SHRP must come from the following designated referral partners:

1. City of Portland, Bureau of Development Services (BDS) Neighborhood Inspections Program or Dangerous Buildings Program
2. Community Alliance of Tenants (CAT)
3. Multnomah County Health Department - Environmental Health Program
4. State of Oregon Lead Poisoning Prevention Program
5. Red Cross
6. City of Portland Fire Bureau (in rare cases for fire or building deemed unsafe during a fire inspection)

All referrals partners must use the attached program referral form.

**Vacate Notices Referral Requirements and Procedures**

INW will require:

1. A complete referral form from City of Portland BDS or the Fire Bureau, or Multnomah County Health Department - Environmental Health Program when a building closure or vacate order is issued because of unsafe housing conditions.
2. A copy of the vacate order. Households cannot be referred to the SHRP in anticipation of a vacate order. However referring entity can alert INW to households likely to receive vacate orders to assist INW in planning for flow of referrals.

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Fire Displacement Referral Requirement and Procedures

INW will require:

1. A complete referral form from the Red Cross (or on rare occasion the Fire Bureau) when a housing unit has been made uninhabitable by a fire and the household is displaced.
2. INW will contact Earl Diment at 533-823-3741 or [ediment@fire.ci.portland.or.us](mailto:ediment@fire.ci.portland.or.us) to confirm there was a significant fire that displaced the family.

INW will coordinate with the Red Cross to provide relocation assistance to households displaced by fire.

Lead Relocation Referral Requirements and Procedures

INW will require:

1. A complete referral form from the Multnomah County Health Department or the State of Oregon Department of Human Services when an environmental investigation has determined that lead hazards in the home have contributed to an elevated blood lead level of 5 mg/dL or higher in a child under the age of six or a pregnant woman.
2. A copy of the test confirming the elevated blood lead level of 5 mg/dL or higher and environmental investigation that determines the home was the source of poisoning.

Households displaced by lead **must be willing to relocate to a housing unit built after 1978** because that is the only way to ensure the family is moving into a lead safe unit.

Property owners will receive a copy of the environmental investigation from the Multnomah County Health Department or the Oregon Department of Human Services. There are currently no enforcement mechanisms requiring property owners to specifically address lead-based paint.

Mold Relocation Referral Requirements and Procedures

General requests for information on relocation assistance for mold should be directed to CAT. CAT will counsel callers on landlord obligations for maintaining habitability and explain the three requirements for receiving relocation assistance through SHRP listed in below. The information provided by CAT will include:

1. Options for working with property owner to address mold and possible legal consequences (retaliation, eviction, responsibility to inform property owner, breaking leases to move, withholding rent, etc.)
2. Eligibility for relocation program and steps to pursue program. Refer to Multnomah County Health Department for mold health and list of medical resources for diagnosing mold related symptoms, tenant behavior, proper landlord remediation issues).
3. A referral to Multnomah County Environmental Health to discuss the health implications of mold and how to properly remove it.

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Impact Northwest will require:

1. A complete referral form from CAT.
2. A copy of the City of Portland Title 29 Code or Multnomah County Residential Rental Property Maintenance Codes violation citing mold in the household's unit.
3. A copy of a written statement by a health care professional that they have sought diagnosis and treatment of symptoms thought to be possibly attributable to mold. Due to HIPPA, CAT cannot collect this written statement and send it to INW. CAT should inform the household it must get this statement and take it to the intake appointment with INW. INW cannot conduct the intake without the statement from a health care professional.

**Intake**

Once INW has received a complete referral form and required documentation, their SHRP staff will contact the household and offer an intake appointment. The intake appointment offered must be at a time that occurs within one week of the referral date. If contact is by phone, SHRP staff must notify the household that they must attend an intake within 45 days of referral date to be eligible for the program. SHRP should follow up the phone contact with a letter that states requirement that household must complete an intake within 45 days of referral, and include the referral date and date by which intake must occur. If SHRP staff are not able to contact the household by phone, they must deliver the letter to the household.

The intake can take place at INW, at the household's unit or in temporary housing (motel).

**Eligibility Determination**

At the intake appointment INW will gather information from the household to verify income and document that they meet the criteria listed in the "General Eligibility" section above.

If eligibility is confirmed, INW will begin providing the relocation services listed above in the "Eligible Forms of Assistance" section.

**Needs Assessment**

At the intake INW will complete an assessment of housing needs and barriers. This will include assessment for need for rent or utility assistance.

**Documentation and Data**

At the intake INW will ensure that all paperwork is completed (Release of Information, Intake form with demographic data and Program Participant Agreement).

INW SHRP staff will review the Participant Agreement, including SHRP participation guidelines including grounds for termination, and initial Service Plan with the household, at intake.

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**Household Split**

There may be some cases where a household is comprised of roommates that want to use relocation as an opportunity to move into separate units. This needs to be determined at intake and each “new” household would need to meet the income eligibility criteria.

**Emergency Assistance**

INW will ensure households have access to basic needs including food, hygiene items, bus tickets, clothes, etc.

If household does not have temporary housing, INW can pay for up to 28 nights of motel voucher with SHRP or EFSP funds.

**Housing Search and Placement**

Once household is initially stabilized and out of immediate crisis, the INW Housing Specialist will assist them in finding housing and enroll them into one of INW's housing programs if appropriate. Referral to Housing Specialist will occur within first 7 days of intake.

When household has significant rental screening barriers, the household will be referred to Fresh Start.

***PLEASE NOTE:***

**SHRP will only pay to relocate people to a housing unit in Multnomah, Clackamas, Washington or Clark Counties.**

**Households being relocated due to lead poisoning must be relocated to a unit built after 1978.**

**Healthy Replacement Housing**

Impact Northwest will work to ensure SHRP households find and retain healthy replacement housing by:

1. The Housing Specialist or Case Manager will check [www.portlandmaps.com](http://www.portlandmaps.com) to see if the unit under consideration has any open housing code violations. PHB can provide training in using Portland Maps.
2. The Housing Specialist or Case Manager working with the SHRP household will visit the unit with the household and complete attached habitability worksheet.
3. The Housing Specialist or Case Manager will provide the SHRP household with a copy of the brochure entitled: *Protect Your Family from Lead in Your Home*.
4. After SHRP household has moved into replacement unit, INW will provide education to household regarding how to address habitability issues with new landlord.

Once Housing is identified the Housing Specialist will assist household in completing rental application and negotiating the rental agreement.

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**Case Management and Referral to Other Services.**

Case review with Program Supervisor to explore availability in various housing programs. If appropriate programs are available, assign program and/or Program Specialist that household will be transferred to.

The Program Specialist will refer the household to any appropriate services, including mainstream services such as TANF, Food Stamps, SSD, needed that will assist the household in retaining housing stability.

Households receiving longer-term assistance will have at least two meetings per month with the Program Specialist, one in the office and one home visit. Households receiving short-term assistance will have at least one home visit and one office visit per month for the duration of service (need to clarify, sounds the same to me, this is from the proposal).

**Grounds for Termination**

SHRP participants are not required to be clean and sober. If addictions are identified, they will be addressed in the service plan in a manner agreed upon by the Housing or Program Specialist and the participant. In cases where addictions or other behavioral issues render a participant unable to comprehend information and options presented to them by INW staff, and participant is not interested in treatment, the participant may be terminated. For more information, please refer to the Participant Agreement.

**Outcome Tracking and Data Collections and Reporting**

INW will contact SHRP households at the following intervals and determine if they are still in permanent housing:

1. 3 months after end of SHRP, STRA or other housing subsidy
2. 6 months after end of SHRP, STRA or other housing subsidy
3. 12 months after end of SHRP, STRA or other housing subsidy

This information will be entered into HMIS.

**Relocation Program Contacts:**

1. For technical assistance: Renee Sutherland, INW, 503-988-6000 x279 or [rsutherland@impactnw.org](mailto:rsutherland@impactnw.org)
2. Substandard Housing Relocation Program contract manager: Andrea Matthiessen, City of Portland, PHB 503-823-2379 or
3. City of Portland, Neighborhood Inspections, Complaint Intake Line, 503-823-7306 or [www.portlandonline.com/oni](http://www.portlandonline.com/oni)
4. Multnomah County Health Department Environmental Health: Greig Warner, (503) 988-3400 x27201
5. Mold Relocation and Habitability Issues: Community Alliance of Tenants Renters' Hotline (503) 288-0130

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IMPACT NORTHWEST  
RELOCATION REFERRAL FORM

<b>Fax to:</b>	Impact Northwest	Phone:	(503) 988-6000 x2679
	ATTN: Renee Sutherland	Fax:	(503) 988-6099 or 6018
	Relocation Administrator		

<b>Date:</b>	/ /	<b>Contact number:</b>	( ) --
<b>Person Making Referral:</b>			

REFERRAL ORGANIZATION:	REASON FOR REFERRAL:
<input type="checkbox"/> Community Alliance of Tenants	<input type="checkbox"/> Unit has received a vacate order
<input type="checkbox"/> Red Cross	<input type="checkbox"/> Unit has been cited for mold
<input type="checkbox"/> Multnomah Co. Health Dept.	<input type="checkbox"/> Unit occupied by a child under 6 w/Elevated Blood Lead Level
<input type="checkbox"/> Oregon Dept. of Human Svcs.	<input type="checkbox"/> Unit occupied by a pregnant woman with an Elevated Blood Lead Level
<input type="checkbox"/> Portland Bureau of Development Svcs.	<input type="checkbox"/> Unit has been damaged by fire

**ADDRESS OF PROPERTY:** \_\_\_\_\_

\_\_\_\_\_

**If property has received a vacate order, projected vacate date:** \_\_\_\_\_

**Reason for vacate order:** \_\_\_\_\_

*\*Please include a copy of the inspection report and the Hearing Officer's Order.*

**Names of adult household members:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Number of adults in household:**

**Number of children in household:**

**Household contact phone number:**

( ) --

**Tenants notified of relocation service:**

☐ Yes

☐ No

*Impact Northwest Use Only*

Referred	Over Income	No contact/ follow-thru	Enrolled	Pending Housing	Housed	Not Housed (explain)



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**Habitability Standards Worksheet**

HUD SHP – Tenant Based Rent Assistance Programs

Instructions: Complete this worksheet for each unit occupied by an SHP participant prior to payment of any rental assistance. Units must be inspected on an annual basis or with a change in tenancy if the unit is used for another SHP participant. Note any areas where staff have concerns about the unit, and for any standard which is not met, steps must be taken immediately to correct the problem or concern. Document when concerns have been resolved.

☐ Initial Inspection

☐ Annual Re-Inspection

Client Name/Code: \_\_\_\_\_ Date of SHP Move-in: \_\_\_\_\_

Assistance Provided: ☐ \*Move-in/1<sup>st</sup> Mo. ☐ Move-in/Multi Mo. ☐ Multi Mo.

Apartment/Unit Address: \_\_\_\_\_  
street address city/state zip

Name of Complex (if applicable): \_\_\_\_\_

Property Owner/Operator: ☐ HAP ☐ HUD ☐ Non-Profit ☐ Private-Market

\* Participants moving into subsidized units cannot receive on-going financial assistance from SHP leasing programs

Habitability Standard	Standard Met	Standard Not Met	Notes/Comments
<b>Structure and Materials:</b> Does the unit appear to be structurally sound with adequate protection from the elements? Check walls, doors, windows, ceilings, and foundation.			
<b>Access:</b> Is the unit accessible and able to be used without going through other units? Is there a secondary means to leave the unit in case of fire?			
<b>Space &amp; Security:</b> Is the space adequate for the resident and his/her belongings? Does the resident have an acceptable place to sleep? Do the doors and windows function and have working locks?			
<b>Interior Air Quality:</b> Does each room have some form of natural (windows which open & close) or mechanical (working air-circulation system) ventilation? Does interior air appear free of pollutants? If there is a stove, is it ventilated?			
<b>Water Supply:</b> Does the water supply appear free from contamination?			
<b>Sanitary Facilities:</b> Do residents have adequate access to a bathroom (functioning toilet, bathroom sink, and shower/bath)? Are facilities operable, private, and adequate for personal cleanliness? Check to make sure plumbing operates. Note if the unit includes a private bathroom.			
<b>Thermal Environment:</b> Are the heating and/or cooling facilities adequate and in proper operating condition. Turn systems on and make sure they function.			
<b>Illumination and Electricity:</b> Does the unit have adequate natural or artificial lighting to permit normal indoor activities and support health and safety? Are there sufficient electrical sources in the unit to permit the safe use of electrical appliances?			
<b>Food Preparation:</b> Does the unit/facility provide suitable and accessible space and equipment to store, prepare and serve food in a sanitary manner? (refrigerator, stove/oven/microwave, sink, counter area, eating space) Note if the unit includes a kitchen.			
<b>Sanitary Conditions:</b> Does the unit/facility appear to be maintained in a sanitary condition? Check garbage removal area for problem infestations of bugs and/or rodents.			
<b>Fire Safety-Individual Units:</b> Is there at least one working smoke detector on each occupied level of the unit, located in hallways near bathrooms where possible? Does each bedroom occupied by a hearing impaired person have an appropriate alarm system designed for hearing impaired persons?			
<b>Fire Safety-Common Areas:</b> Do all public areas (laundry room, hallways, stairwells and other common areas) have at least one smoke detector?			

Staff Signature: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_