



NeighborImpact

Supporting People, Strengthening Communities.

Request for Information from Potential Subrecipients

Fiscal Year 2022-2023

2303 SW First Street Redmond, OR 97756 • tel 541.548.2380 • fax 541.548.6013 • www.neighborimpact.org.



If you require accommodation for impairment, disability, language barrier, etc., please contact NeighborImpact at 541-548-2380 or email: reception@neighborimpact.org



NeighborImpact

Supporting People, Strengthening Communities.

June 23, 2022

To our valued partners,

This subrecipient cycle marks a transition in our processes. We are aiming to better support your budget cycle planning for regular operation and seasonal needs. We also must adequately convey the program requirements from our funders that transfer to you, as a NeighborImpact subrecipient. The accelerated timeline reflects our greatest effort to get back on track with a regular funding cycle.

As an agency, we acknowledge that the new Request for Information (RFI) is quite lengthy and possibly intimidating. Please do not let this discourage you from completing it. We are here to support and guide you through the development of your RFI and budget. During our community conversations, we heard from several agencies that offering mentorship and guidance around becoming more knowledgeable and competitive for various funding streams is a critical Community Action Agency function. The realization that our funding process is a prime opportunity to respond to these requests was clear.

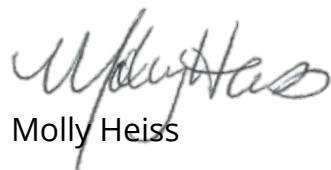
The Master Subrecipient Agreement (MSA) is reminiscent of the contract that NeighborImpact operates under for our state funds. We have transferred all the state and federal requirements to this document. It may seem excessive, but we feel that this is an introduction to these regulations with built-in support systems. Our hope is that this will create some familiarity for your team prior to engaging in this type of contract directly with a larger state or federal funding entity. If you are accustomed to these types of agreements, it is just another really long contract.

The purpose behind a singular agreement is to accommodate the multiple funding streams that NeighborImpact has begun to pass through to our regional partners. This is to reduce confusion created by initiating a separate contract for each funding stream.

Our approach will be to perform a risk assessment upon review of the submitted RFIs and supporting documentation. The risk level assigned to each agency is simply NeighborImpact anticipating the frequency of monitoring and need for technical assistance. The risk assessment and monitoring are required processes for subrecipient awards under state and federal regulations including 2 CFR 200.332. We then plan to issue a singular MSA containing a Not-To-Exceed (NTE) limit and then offering each award with a program exhibit, outlining specific award amounts, timelines and programmatic requirements.

We greatly appreciate your feedback around this new process and your continued partnership as we support our vulnerable Central Oregonians together.

Best regards,



Molly Heiss

Director, Housing Stabilization
Neighbor**Impact**

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Overview:

NeighborImpact is committed to sharing the public resources we receive in recognition that a system is as strong as its partners. It is a foundational principle of our organization to work collaboratively with the entire nonprofit sector to meet the needs of the vulnerable. NeighborImpact plans to pass through a portion of our total federal and state awards during the 2022-2023 fiscal year.

In order to assess the viability of a subrecipient partnership, NeighborImpact has issued this Request for Information ("RFI"). This RFI consists of a questionnaire and a request for documentation. Through this information, NeighborImpact will be able to assess your organization's compatibility for a potential subrecipient partnership. This information is a necessary step for any potential subrecipient awards under state and federal regulations including 2 CFR 200.332.

All interested organizations should complete this RFI by July 22, 2022 or send a request for an extension.

Part I – Subrecipient Questionnaire

General Information
Legal Name of Organization:
Address:
Representative Name:
Representative Contact Information:
Month/Year Organization Established:
Number of Employees:
Number of Locations:
Brief Description of Organization's Service or Product:

Management Information

Name of Executive Director (or other Chief Executive):

When did this person assume their current role?

Name of Program Director (or other homeless services program lead):

When did this person assume their current role?

Name of Chief Financial Officer (or other financial/accounting lead):

When did this person assume their current role?

Prior Award Experience

Does the organization have prior experience working with NeighborImpact?

Yes No

If you select yes, the next question is required.

If yes, since when?

Does the organization have prior experience working with state funding?

Yes No

If you select yes, the next question is required.

If yes, please list state funding programs received in the past three years:

Does the organization have prior experience working with federal funding?

Yes No

If you select yes, the next question is required.

If yes, list prior federal funding received over past three years:

Does the organization have a Unique Entity ID? If yes, please list.

Audit History and Internal Controls

Did your organization spend more than \$750,000 in **federal** grant funds last fiscal year?

Yes No

If you select yes, the next question is required.

If yes, was an audit performed in accordance with 2 CFR 200, Subpart F – Audit Requirements?

Yes No

Is your organization currently undergoing any open governmental inquiries, investigations, or enforcement actions?

Yes No

If yes, please identify the entity and type of inquiry, investigation or enforcement that is currently open:

Does the organization maintain procedures to ensure the physical security of equipment, inventories, cash, and other assets?

Yes No

Does the organization have a written document retention and destruction policy?

Yes No

Does the organization have a written conflict of interest policy?

Yes No

Does the organization have a cybersecurity plan?

Yes No

Financial Recordkeeping

Does your organization maintain audited financial statements?

Yes No

If you select yes, the next question is required.

If yes, when was the last financial statement audit conducted?

If no, are unaudited financial statements prepared in accordance with Generally Accepted Accounting Principles?

Does the organization have dedicated finance & accounting personnel?

Yes No

Does the organization have employees trained in Generally Accepted Accounting Principles (GAAP)?

Yes No

If you select yes, the next question is required.

If so, please list the name and job title of the person(s) and date of the training(s).

Does the organization have employees trained in Uniform Grant Guidance?

Yes No

If you select yes, the next question is required.

If so, please list the name and job title of the person(s) and date of the training(s).

Financial & Accounting Systems

What financial and/or accounting system does your organization use for recordkeeping?

When was the current accounting system implemented?

Does the accounting system track expenses by cost category?

Yes No

Does the accounting system track expenses by location?

Yes No

Does the system used a cash-based or an accrual-based method of accounting?

Cash-based Accrual-based

Documentation of Personnel Expenses

Does the organization maintain payroll records?

Yes

No

Does the organization maintain an updated employee roster with names and job titles?

Yes

No

Does the organization maintain a time and effort recordkeeping system?

Yes

No

If you select yes, the next question is required.

If so, please describe.

Homeless Services Recordkeeping

Which category of homeless services does your organization provide (street outreach, shelter operations, etc.)?

Does your organization enter information into the Homeless Management Information System (HMIS), or other system?

Yes No

Does your organization have a dedicated person (employee or volunteer) entering information into HMIS?

Yes No

If you select yes, the next question is required.

If yes, please list the name and title of the HMIS person.

If not, what is your plan to comply with HMIS requirements?

Do you generate reports from the HMIS system?

Yes No

Do you need additional training on the HMIS systems?

Yes No

Recordkeeping for Non-recurring Expenses

Do you maintain receipts for non-recurring expenses?

Yes No

Does your accounting system assign non-recurring expenses to a cost category?

Yes No

Does your organization have a policy or authorization procedure for non-recurring expenses?

Yes No

Does your organization use company credit cards?

Yes No

If so, does your organization have a credit card policy?

Yes No

Does your organization issue gift cards?

Yes No

If so, does your organization have a gift card policy?

Yes No

Diversity, Equity, and Inclusion Policies and Procedures

Does the organization have a non-discrimination and/or a diversity, equity, and inclusion policy in place?

Yes No

If you select yes, the next question is required.

If yes, how does your organization track progress and/or ensure compliance regarding this policy?

Does your organization currently have policies in place to promote diversity, equity, and inclusion during the hiring process?

Yes No

Does your organization seek diversity in board members and leadership staff?

Yes No

Do employees of your organization participate in trainings regarding non-discrimination and/or diversity, equity, and inclusion?

Yes No

Does your organization currently serve diverse populations and/or make efforts to ensure all populations have equal access to services?

Yes No

2022-2023 Fiscal Year Planning

Does your organization plan to operate a winter shelter?

Yes No

If you select yes, the next question is required.

If so, when and where will the winter shelter operate?

If so, what is your expected winter shelter operating budget? And what is your winter shelter funding request from NeighborImpact?

Does your organization provide services seasonally or throughout the year?

Seasonal only Year-round only Both

Do you have any new or special projects under consideration for the current fiscal year?

Yes No

Aside from NeighborImpact, what other sources of funding does your organization anticipate?

What is your organization's total funding request from NeighborImpact for the 2022-2023 Fiscal Year?

Please distribute your total request across the applicable allowable cost categories listed below:

Allowable Cost Categories	Amount
Administrative (limit is between 2.5-12.5%)	\$
Data Collection	\$
Street Outreach	\$
Shelter Facility Operations	\$
Shelter Program Delivery / Services /Staffing	\$
Shelter Resident/Guest Financial Assistance	\$

Part II – Subrecipient Document Request

Please provide the organizational documentation listed below in response to this Request for Information. Note that it is acceptable for previous subrecipients to provide only the most recent documents.

1. Completed IRS Form W-9, most current revision from the IRS;
2. Articles of Incorporation;
3. Bylaws or governing documents;
4. Determination letter from IRS (recognizing the sub-recipient as exempt from income taxes under IRC section 501 (c) (3));
5. Copies of the prior three years' Forms 990 or 990 EZ, including all supporting schedules and attachments (also Form 990-T if applicable);
6. Copies of the prior three years' audit reports and management letters received from subrecipient's independent auditor (including all reports associated with audits performed in accordance with 2 CFR Part 200.500-521, if applicable);
7. Copy of the most recent internally-prepared financial statements and current budget;
8. Copies of reports of government agencies (Inspector General, State or local government auditors, etc.) resulting from audits, examinations, or monitoring procedures performed in the last three years.

Master Subrecipient Agreement 22-23

This Agreement is between NeighborImpact and **Name**.

RECITALS

WHEREAS, NeighborImpact has received an allocation of funds from Oregon Housing and Community Services (OHCS), the United States Department of Housing and Urban Development (HUD) and/or private sources;

WHEREAS, NeighborImpact has the capacity to disburse funds to subrecipients for allowable program expenditures; and

WHEREAS, **NAME** (hereinafter referred to as “Subrecipient”) has experience, capability and willingness to provide program services as deemed eligible under requirements set forth in **Exhibits A-G**.

AGREEMENT

IT IS HEREBY AGREED BY NeighborImpact and Subrecipient to enter into this Agreement on this **day of Month** agreeing mutually to the following:

1. Effective date: **07/01/2022**
2. Duration or end date: **06/30/2023**
3. Agreement Documents: This agreement consists of the following documents, which are attached hereto and incorporated herein by this reference:

Exhibit A: Scope of Work & Timeline
Exhibit B: Insurance Provisions
Exhibit C: Federal Provisions
Exhibit D: Confidentiality Policy & Procedures
Exhibit E: Monitoring Policy & Procedures
Exhibit F: Subaward Information
Exhibit G: Program Element Terms & Conditions

4. Subrecipient Determination. In accordance with 2 CFR 200.332, this agreement is determined to be a Subrecipient agreement, and Subrecipient is obligated to comply with federal requirements for pass-through entities.

5. Scope of Work. Subrecipient will provide shelter operations/essential services/street outreach. (“Services”). The scope and schedule of Services under this Agreement are specified in Exhibit A. Subrecipient warrants that the Services will be performed by qualified personnel in a professional manner, in accordance with the specifications set forth in the Program Element General Terms and Conditions and the specifications identified in Exhibit G and the applicable Program Manual. Subrecipient shall provide NeighborImpact with written progress reports on the status of the Services and an action plan (if applicable) upon final invoicing.

5. Consideration & Payment. While there is no guarantee of funding, NeighborImpact shall be authorized to reimburse the Subrecipient up to an amount **not to exceed \$XXXX**. The amount available is subject to the availability of federal, state, and other awards. Subrecipient will invoice NeighborImpact for expenses on a monthly basis. Invoices will contain back-up documentation of eligible expenses. Payments will be made monthly for reimbursement of eligible expenses without profit. Subrecipient shall submit monthly invoices associated with Services as defined in the applicable Program Manual, for reimbursement no later than the 20th day of the month following the end of the monthly expenditure. Failure to do so will result in administrative review of Agreement.

6. No Benefits or Expenses. NeighborImpact will not provide any benefits to Subrecipient or Subrecipient's employees, contractors, or agents, and Subrecipient will be solely responsible for obtaining Subrecipient's own benefits, including but not limited to insurance, medical reimbursement, and retirement plans.

7. Funding Regulations. In consideration of the other terms of this Agreement, Subrecipient agrees to the following obligations:

a. To comply with all applicable laws, ordinances, regulations, executive orders, and codes of federal, state and local governments. Subrecipient shall comply with all guidelines and stipulations attached by NeighborImpact's funding agency (all of which are hereby incorporated by reference). Subrecipient, its subcontractors, and all employers under this Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all of their subject workers. Subrecipient further warrants that it is in compliance with Oregon's Personal Income Tax Act of 1969 (ORS Chapter 316), Workers Compensation Law (ORS Chapter 656), and Employment Department Law (ORS Chapters 657-659A).

b. To keep and maintain adequate documentation for financial expenditures under this Agreement and to submit reports to NeighborImpact. For not less than six (6) years after contract expiration, NeighborImpact, the Secretary of State's Office of the State of Oregon, the federal government, the federal awarding agency, the Comptroller General of the United States, and/or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Subrecipient which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Subrecipient shall retain all pertinent records regarding this Agreement and performance of the Services for a minimum of six (6) years, or as otherwise directed by NeighborImpact, and shall provide NeighborImpact with a copy of all such documents upon its request.

c. To be responsible to NeighborImpact for all funds expended under this Agreement.

d. During the term of this Agreement, Subrecipient will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which Subrecipient is normally exposed, at Subrecipient's expense, including but not limited to the insurance noted in Exhibit B. At NeighborImpact's request, Subrecipient agrees to add NeighborImpact as an additional named insured or additional insured to Subrecipient's insurance policy(ies). Any cost associated with this may be billed to NeighborImpact, provided such cost is an allowable use approved by the agency funder.

8. General Terms and Conditions. Subrecipient shall administer the program in a manner satisfactory to NeighborImpact and in compliance with all program requirements, including but not limited to the following terms and conditions:

- a. Assure that program funds are used only for program services consistent with program requirements.
- b. Assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- c. Ensure that program funds are expended within the time limitations set by NeighborImpact. Program funds not expended within the time period may be recaptured by NeighborImpact.
- d. Subrecipient will serve only certified households whose eligibility has been determined in compliance with program requirements. Subrecipient is responsible to NeighborImpact for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to NeighborImpact within thirty (30) days upon written demand from NeighborImpact.
- e. Subrecipient will have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the Subrecipient. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to NeighborImpact review and correction.
- f. Subrecipient may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- g. Subrecipient will be responsible for maintaining an internal controls framework, satisfactory to NeighborImpact, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - i. Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - ii. Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - iii. Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to NeighborImpact.
 - iv. Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to NeighborImpact.

h. Subrecipient will assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to NeighborImpact. This includes, but is not limited to, documentation of homeless status in compliance with department documentation standards.

9. Prohibition on Purchase of Equipment. Subrecipient will not use funding provided under this agreement for purchase of equipment. Equipment is defined as fixed assets with a value greater than \$5,000, including computer equipment, electronic equipment, photography equipment, tools and other items.

10. Access to Records. Subrecipient will allow NeighborImpact and OHCS access to, or furnish, Subrecipient records and financial statements as necessary for NeighborImpact and OHCS to conduct reviews, audits and compliance monitoring as it deems appropriate. Subrecipient shall permit representatives of NeighborImpact and OHCS to visit its sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

11. Monitoring. Ongoing NeighborImpact monitoring activities may involve regular contacts with Subrecipient and appropriate inquiries regarding the program; reviewing programmatic and financial reports prepared and submitted by the Subrecipient and following up on areas of concern; monitoring of Subrecipient budgets; performing site visits to review financial and programmatic records and assess compliance with applicable laws, regulations, and provisions of the Agreement; offering Subrecipient technical assistance when needed; maintaining a system to track and follow up on deficiencies noted at the Subrecipient level to assure that appropriate corrective action is taken; and establishing and maintaining a tracking system to assure timely submission of all reports required of the subrecipient.

Monitoring activities include a review of Subrecipient required documents, which must be on file with NeighborImpact before payments can be issued:

- a. A signed copy of the Master Subrecipient Agreement;
- b. Articles of Incorporation
- c. Bylaws or governing documents
- d. Determination letter from IRS (recognizing the Subrecipient as exempt from income taxes under IRC section 501 (c) (3))
- e. Last three year's Forms 990 or 990 EZ, including all supporting schedules and attachments (also Form 990-T if applicable)
- f. Copies of last three years' audit reports and management letters received from subrecipient's independent auditor (including all reports associated with audits performed in accordance with 2 CFR Part 200.500-521, if applicable)
- g. Copy of most recent internally-prepared financial statements and current budget
- h. Copies of reports of government agencies (Inspector General, State or local government auditors, etc.) resulting from audits, examinations, or monitoring procedures performed in the last three years.

12. Standards. Subrecipient represents, warrants, and covenants to NeighborImpact that, in the provision of the Services, Subrecipient is customarily engaged in, and will continue to customarily engage in, an independently established business as described in ORS 670.600(3) and other applicable laws. Without limitation, Subrecipient specifically represents, warrants, and covenants to NeighborImpact that: (a) Subrecipient maintains its own business location separate from NeighborImpact; (b) Subrecipient bears the risk of loss related to Subrecipient's business or the

provisions of the Services; (c) Subrecipient provides contracted services to multiple persons and actively solicits new Agreements to provide services; (d) Subrecipient has made a significant financial investment in its business; and (e) Subrecipient has and will continue to have authority to hire and fire others to assist in providing the Services.

13. Taxes. NeighborImpact will not withhold any taxes from any payments made to Subrecipient, and Subrecipient will be solely responsible for paying all taxes arising out of or resulting from the performance of the services, including but not limited to income, social security, worker's compensation, and employment insurance taxes. Unless Subrecipient is subject to backup withholding, Subrecipient will not withhold from such compensation or payments any amounts to cover Subrecipient's federal or state tax obligation benefits from compensation or payment paid to Subrecipient under this Agreement except as a self-employed individual. Prior to the commencement of work for NeighborImpact, Subrecipient shall provide a W-9 to NeighborImpact's Finance Department. Subrecipient will receive a Form 1099 at year's end. A copy of the Form 1099 will be filed with the Internal Revenue Service and other taxing authorities, as applicable.

14. No Agency Relationship. This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Subrecipient does not have the authority to bind NeighborImpact or represent to any person that Subrecipient is an agent of NeighborImpact.

15. Independent Parties. Subrecipient is an independent contractor and not an officer, employee or agent of NeighborImpact or OHCS.

16. Hold Harmless Provision. To the maximum extent allowed by law, Subrecipient shall indemnify, defend and hold harmless the State of Oregon and OHCS and their officers, directors, agents, representatives, and employees and NeighborImpact and its officers, directors, agents, representatives, and employees, for, from and against all claims, law suits, liabilities, damages, expenses (including reasonable attorney fees) and judgments of whatever nature resulting from or arising in whole or in part: (a) out of the activities or omissions of Subrecipient or its subcontractors, agents, or employees under this Agreement or under applicable law; and/or (b) Subrecipient's breach any representation, warranty, covenant or other obligation under this Agreement. This provision will survive the termination of this Contract for any reason.

17. Assurances. Subrecipient represents, covenants and warrants that: (a) no funds received pursuant to this Agreement will be used in any way to influence legislation or in any political campaign on behalf of (or in opposition to) any candidate for public office, (b) no person shall, on the grounds of race, color, religion, sexual orientation, gender identity, national origin, military or veteran status, sex, or any other applicable protected classification be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program or activities funded, in whole or in part, with funds available by this Agreement, and (c) no discrimination be made on the basis of age under the Age Discrimination Act of 1975 or with respect to and otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973.

18. Confidentiality. See Exhibit D attached. Subrecipient shall protect the confidentiality of all confidential, proprietary and/or trade secret information related to NeighborImpact that is received or accessed by Subrecipient, including but not limited to business models, client and supplier lists,

financial information, know-how, ideas, programs, systems, processes, and computer software, and shall not release, use or disclose any such information except as directly related to the administration of this Agreement or as authorized in writing by NeighborImpact. In addition, Subrecipient shall fully comply with all of the provisions of HIPAA and FERPA, and any other applicable confidentiality requirements. This provision survives termination of this Agreement.

19. License and Certification: Subrecipient holds all certificates and professional licenses required to perform this Agreement.

20. Termination. This Agreement may be terminated as follows:

- (a) By the End Date established in Section 2 of this Agreement or a subsequent Amendment;
- (b) By written mutual consent of the parties;
- (c) With cause by NeighborImpact upon written notice to the Subrecipient specifying the termination date of the Agreement. The right to terminate for cause may be exercised for any reasonable cause as determined by NeighborImpact in its sole discretion, including but not limited to: insufficient Agency funding; loss or reduction of Agency federal, state and/or local funding; new or modified federal or state laws, regulations, or guidelines; denial, revocation, or other loss or invalidation of any license or certificate required to be held by Subrecipient; Subrecipient's violation or breach of this Agreement; and/or failure to perform the scope of Services set forth in Exhibit A. In such event, all finished or unfinished work product under this Agreement shall become the property of NeighborImpact, and Subrecipient shall be entitled to receive compensation for any work completed to NeighborImpact's satisfaction. Notwithstanding the above, Subrecipient shall not be relieved of liability to NeighborImpact for damages sustained by it by virtue of the breach by Subrecipient, and NeighborImpact may withhold any payments to Subrecipient for the purpose of set-off until such time as the exact amount of damages due NeighborImpact from Subrecipient is determined. NeighborImpact also retains any and all other remedies available to it at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently; or
- (d) Without cause by NeighborImpact. NeighborImpact may terminate this Agreement at any time without cause by giving at least ten (10) days' notice in writing to Subrecipient. In such event, Subrecipient shall be reimbursed for the Services provided up to the termination date.
- (e) Upon such directive to NeighborImpact by OHCS; in which case OHCS shall not be liable to any of the parties of the Agreement or go other persons for directing that such Agreement be terminated.

The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. NeighborImpact will have all remedies available to it at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

21. No Assignment. Subrecipient may not assign any of Subrecipient's rights or obligations under this Agreement to any person or entity without the prior written consent of NeighborImpact, which NeighborImpact may withhold in its sole discretion. This Agreement will be binding on the parties, and their respective heirs, personal representative, successors and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

22. Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction

governing this Agreement.

23. Venue. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

24. Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision

25. Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

26. Survival and Exhibits. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

27. Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

28. Conflict of Interest and Nepotism. No employee, officer or agent of NeighborImpact, or any affiliate or subsidiary of NeighborImpact, has any interest, direct or indirect, in this Agreement, or the proceeds thereof, for work to be performed. Subrecipient shall cause to be incorporated in all subcontracts equivalent language prohibiting conflicts of interest. No employee, officer or agent of NeighborImpact has participated in the selection of or in the award or administration of this Agreement if a conflict of interest, real or apparent, was involved. Persons covered under this section include any person who is: (a) an employee, agent, consultant, officer or elected or appointed official of NeighborImpact; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award. No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, has a financial interest in this Agreement either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter.

Immediate family members include spouse/domestic partner, parent, sibling, and child, a spouse/domestic partner's parent, sibling or child, a sibling's spouse, the spouse of siblings of a spouse/domestic partner, and persons for whom a family member has a legal support obligation.

A conflict of interest may also exist if any of these persons or their family members has more than a 35% of the voting power in a corporation and/or limited liability company, partnerships in which

he/she owns more than 35% of the profits and trusts or estates in which he/she owns more than 35% of the beneficial interest with such entities seeking to do business with NeighborImpact.

29. Fraud and Abuse. Subrecipient warrants and certifies that it has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or Agreement related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

30. Office of Foreign Assets Control. Subrecipient certifies that it and Subrecipient's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>

31. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, NeighborImpact and Name have executed this Agreement on the X day of X Month, 2022.

NeighborImpact
2303 SW First St
Redmond, OR 97756
541-548-2380

Name
street address
city state zip
Phone:

Scott Cooper; Executive Director

Name

DATED

DATED

Contract Completed By: _____ Date: _____

EXHIBIT A - SCOPE OF WORK & TIMELINE

Agency: **ORGANIZATION NAME**

Operations: Not-to-exceed \$XXXX for Services pursuant to specific program awards detailed in Exhibits F through G.

1. The Subrecipient will use funds to provide emergency shelter and/or services for homeless persons.
2. Subrecipient will collect client characteristic information on each client by completing data entry into WellSky Community Services HMIS or utilizing the forms provided and entering into WellSky Community Services HMIS within 72 hours of program entry date.
3. Subrecipient will ensure that data entry in WellSky Community Services is complete with a high level of data quality no later than the timeline identified below:
 - a. Provider Reports will be run in HMIS by NeighborImpact by the 15th of following month for Quarterly reporting for the period of 07/01/22 – 06/30/23.
 - i. Q1 (July 1, 2022– September 30, 2022) report due October 15, 2022
 - ii. Q2 (October 1, 2022 – December 31, 2022) report due January 15, 2023
 - iii. Q3 (January 1, 2023 – March 31, 2023) report due April 15, 2023
 - iv. Q4 (April 1, 2023 – June 30, 2023) report due July 1, 2023
4. Subrecipient will use the OHCS-approved Homeless Management Information System, WellSky Community Services for data entry of client characteristic reports and comply with all privacy and confidentiality requirements including but not limited to implementation of a privacy notice, client consent forms and agency and user agreements. Domestic violence providers will enter de-identified data into an approved HMIS-Comparable system that meets privacy and confidentiality requirements, per VAWA and VOCA federal law and is capable of generating CSV reports.
5. Subrecipient agrees to provide a 100% match as required by program funds, in compliance with 24 CFR 576.201. The match can be in the form of cash, space used for shelter services, program services funded by other grants or volunteer hours dedicated to the program. **A statement of monthly match will be included in the submission of the monthly bill.**

EXHIBIT A

EXHIBIT B - INSURANCE PROVISIONS

During the term of this Agreement, Subrecipient shall maintain in force at its own expense, each insurance noted below:

B.1 Worker's Compensation. Required of Subrecipients with one or more workers, as defined by ORS 656.027. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

B.2 Professional Liability. Professional liability insurance with a combined single limit or the equivalent of not less than \$200,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Agreement. Any deductible shall not exceed \$50,000 each claim, incident or occurrence.

B.3 General Liability. General liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement, and shall provide that the Agency, its officers and employees are Additional Insured's but only with respect to the Subrecipient's services to be provided under this Agreement.

B.4 Automobile Liability. Automobile liability insurance with a combined single limit, or the equivalent of not less than \$500,000, including coverage for owned, hired, or non-owned vehicles as applicable;

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Subrecipient's insurer(s) to NeighborImpact.

B.5 Proof of Insurance. As evidence of the insurance coverage required by this Agreement, the Subrecipient may be asked to furnish acceptable insurance certificates to NeighborImpact or complete copies of insurance policies, trust Contracts, etc. The Subrecipient shall be financially responsible for all pertinent deductibles, self-insurance retention, and/or self-insurance.

EXHIBIT B

EXHIBIT C – FEDERAL PROVISIONS

The use of all federal funds paid under this Subrecipient agreement are subject to all applicable federal regulations, including but not necessarily limited to the provisions identified below.

1. Miscellaneous Federal Provisions. Subrecipient shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Work. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply and require all Subrecipients and Vendors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI, VII, and VIII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; 42 USC 2000d, (h) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (i) 20 U.S.C. §1681, (j) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (k) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (l) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (m) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, (n) the requirements of any other nondiscrimination statute(s) which may apply to Grant award, (o) all regulations and administrative rules established pursuant to the foregoing laws, (p) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (q) all federal law governing operation of Community Services programs. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C §14402.

2. Equal Employment Opportunity. Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended.

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$150,000 then Subgrantee shall comply and require all subrecipients to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C.. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subgrantee shall include and require all subrecipients to include in all Agreements with subrecipients receiving more than \$150,000, language requiring the subrecipient to comply with the federal laws identified in this section.

4. Other Environmental Standards. Subgrantee shall comply and require all subrecipients to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Subgrantee shall comply and require all subrecipients to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Truth in Lobbying. By signing this Agreement, the Subgrantee certifies, to the best of the Subgrantee's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. 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 Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Subgrantee under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or

propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Subgrantee under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executivelegislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Subgrantee under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

7. Audits.

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

8. Debarment and Suspension. Subgrantee shall not permit any person or entity to be a subrecipient if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended,

or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipients with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace. Subgrantee shall comply and cause all subrecipients to comply with the following provisions to maintain a drug-free workplace: (i) Subgrantee certifies that it will provide a drugfree workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subgrantee's workplace or while providing services to Agency clients. Subgrantee's notice shall specify the actions that will be taken by Subgrantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subgrantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify Agency within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug- free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subrecipient to comply with subparagraphs (i) through (vii) above; (ix) Neither Subgrantee, or any of Subgrantee's employees, officers, agents or subrecipients may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subgrantee or Subgrantee's employee, officer, agent or subrecipient has used a controlled substance, prescription or non-prescription medication that impairs the Subgrantee or Subgrantee's employee, officer, agent or subrecipient's performance of essential job function or creates a direct threat to Agency clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

10. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Subgrantee agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a Subgrantee, subrecipient or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

11. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Subgrantee, and Subgrantee shall also include these Agreement provisions in its contracts with non-Federal entities.

12. Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information. Therefore, in part, Subgrantee, its subrecipients, and contractors shall, inform its or their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

13. System for Award Management (SAM) reporting (41 USC § 2313). The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subrecipients"), including restrictions on subawards to entities that do not acquire and provide (to the Subgrantee) the unique entity identifier required for SAM registration.

14. Requirement to report breach of personally identifiable information (PII) per OMB M-17-12. The Subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

SAMPLE

EXHIBIT D - CONFIDENTIALITY POLICY & PROCEDURES

Policy:

All client records are confidential material and will not be shared with outside agencies or individuals without consent. Exceptions to this policy are records that require disclosure as required by mandatory child abuse and neglect reporting laws; subpoenas issued by a court of competent jurisdiction and any case in which the federal, state or local laws requires disclosure. To the extent this policy conflicts with applicable law, the applicable law controls.

Maintaining this confidentiality is important to the success of the NeighborImpact's mission, our reputation in the community, and the privacy of the individuals and families we serve. Employees are required to protect this information by safeguarding it when in use, filing it properly when not in use, and discussing it only with those who have a legitimate need to know.

Procedures:

Confidentiality of Information

- A. The fact that a family/individual/household or child is being served by NeighborImpact is confidential information. Each employee is responsible for assuring the confidentiality and security of information received and of the material contained in each client's file.
- B. Records and information may be shared with appropriate employees on a defensible legitimate need to know basis. Any discussions of a confidential nature will be conducted in a private area. The internal Authorization to Release Information form must be used for shared case managed clients (i.e., across more than one program).
- C. All client records are confidential and are kept in locked file cabinets. Client records and other client information stored on computers, laptops, cell phones, removable electronic media, electronic communication devices, internal servers, internet based storage, and cloud storage must be kept secure with password protection. Removable media that cannot be secured must not contain confidential client information.
- D. All records shall be open to any and all federal, state and sub-grantee auditors and/or examiners in the course of their regular audits.
- E. Information about a family or child may not be released to a lawyer or law enforcement personnel unless a subpoena directs employee(s) to provide this information. A copy of all such subpoenas is submitted to the NeighborImpact Executive Director.

Release of Child and Family Information

Information may be released in the following situations:

- A. Information that has been requested through a subpoena.
- B. If a mandatory reporter suspects child abuse, he/she is required to make a report as soon as

possible. Information that will be asked for when making a report includes: the names and addresses of the child and parent; the child's age; the type and extent of abuse, as well as any previous evidence of abuse; the explanation given for the abuse; and any other information which will help establish the cause of abuse or identify the abuser. Please refer to program policies as applicable.

- C. An employee may release specific information about a client only with written permission from the client or parent/legal guardian for a child under 18. An Authorization to Release Information form must be signed by the client or legal guardian before information is released. A client may not verbally authorize the release of information to a third party. Employees must verify the identity of a third party before releasing information to them.
- D. All information concerning a file must be requested in writing including the signature of the individual/parent requesting the information. Copies of the information will then be sent by mail or by encrypted email; the information will not be given out over the phone. Any abuse, substance or drug allegation documented on an incident report must be taken out of the file before the client views it. Employees must be aware that when giving authorized access to a child's file by a non-custodial parent, only the child's information may be released. Adult/family information on the parent/foster parent and/or custodial parent must be removed before the file is copied or viewed.
- E. Except for internal databases, confidential or protected Client information will not be entered into OPUS or any client and data management programmatic software without a client's consent. A privacy notice will be provided to the client.
- F. It is the responsibility of the parent who has sole custody to provide to employee(s) a copy of any court order that curtails the rights of the non-custodial parent; this copy shall be provided when the child is first enrolled or at any other time such a court order is issued.
- G. All NeighborImpact volunteers are required to sign a confidentiality agreement which is part of the volunteer application prior to any volunteer activity that involves clients and in the case of minors otherwise guaranty confidentiality. Refer to Volunteer Handbook for policy and procedures for additional information.
- H. A completed and signed permission form, in case of minor executed by custodial parent or legal guardian, must be obtained prior to releasing all photography, information to media, health information, etc. for any child and/or client.

Employee Confidentiality

It is critical that NeighborImpact employees are treated fairly, respectfully, and have a safe health work environment. Employee confidentiality is critical to this type of environment. All employee records such as employee data, social security number, payroll information, etc. are to be kept strictly confidential.

- A. Employee records, evaluations, etc. are to be kept in a locked file cabinet and/or electronic and/or cloud storage. Only people with a legitimate defensible need to know are allowed access to employee personnel files.

- B. The employee file is accessible only to the employee, employee's supervisor, manager, Human Resources staff, the Executive Director and the Executive Committee of the Board and the Board of Directors.
- C. Employees may examine their own personnel file at a mutually convenient time, upon request to Human Resources. Additionally, in accordance with the law, employees are entitled to a copy of their file upon request.
- D. Employee health records are kept in a separate file in a locked file cabinet and/or electronic or cloud storage.
- E. All records shall be open to any and all federal, state and sub-grantee auditors and/or examiners in the course of their regular audits.

Each employee, volunteer, Subrecipient and independent contractor must sign the following declaration of confidentiality statement at the time of hire and return it to the Human Resource Department.

DECLARATION OF CONFIDENTIALITY

I have read and understand the foregoing confidentiality policy and procedures of NeighborImpact and understand that violation of this policy may result in termination of employment or volunteer services, or in the case of independent contractors, contract termination.

Signature

Date

Print name

EXHIBIT D

EXHIBIT E – MONITORING POLICY & PROCEDURE

Policy:

When NeighborImpact utilizes State and/or Federal funds to make subawards to subrecipients, NeighborImpact is subject to a requirement to monitor each Subrecipient in order to provide reasonable assurance that Subrecipients are complying, in all material respects, with laws, regulations, and award provisions applicable to the program.

In fulfillment of its obligation to monitor Subrecipients, the following policies apply to all sub-awards of State and/or Federal funds made by NeighborImpact to Subrecipients.

The following required information will be provided to all Subrecipients:

1. State and/or Federal Award Identification including the Award Date, Period of Performance, and Subaward Amount.
2. All requirements imposed by NeighborImpact on the Subrecipient so that the State and/or Federal award is used in accordance with State and/or Federal statutes, regulations and the terms and conditions of the State and/or Federal award.
3. Any additional requirements that NeighborImpact imposes on the Subrecipient in order for NeighborImpact to meet its own responsibility to the State and/or Federal awarding agency including identification of any required financial and performance reports.
4. A requirement that the Subrecipient permit NeighborImpact and auditors to have access to the Subrecipient's records and financial statements as necessary for NeighborImpact to meet the monitoring requirements of 2 CFR Part 200.

Procedures:

1. NeighborImpact shall assign one of its employees the responsibility of monitoring each Subrecipient on an ongoing basis, during the period of performance by the Subrecipient, not less than biennially. This employee will establish and document, based on her/his understanding of the requirements that have been delegated to the Subrecipient, a system for the ongoing monitoring of the Subrecipient.
2. Ongoing monitoring of Subrecipients will vary from Subrecipient to Subrecipient, based on the nature of work assigned to each. However, ongoing monitoring activities may involve any or all of the following:
 - a. Regular communication and inquiries with Subrecipients regarding the program.
 - b. Reviewing programmatic and financial reports prepared and submitted by the Subrecipient and following up on areas of concern.
 - c. Desk review of reimbursement transactions budgets, policies, and procedures.

- d. Performing site visits to the Subrecipient to review financial and programmatic records and assess compliance with applicable laws, regulations, and provisions of the subaward.
 - e. Ensuring that Subrecipient is utilizing any data system required by funder (ie. HMIS) and ensuring accurate data entry is being completed.
 - f. Offering Subrecipients technical assistance where needed.
 - g. Maintaining a system to track and follow up on deficiencies noted at the Subrecipient level in order to assure that appropriate corrective action is taken.
 - h. Establishing and maintaining a tracking system to assure timely submission of all reports required of the Subrecipient.
3. Documentation shall be maintained in support of all efforts associated with monitoring of subrecipients. These documents include:
 - a. Subrecipient Risk Assessment form
 - b. Subrecipient Monitoring form
 4. The frequency of monitoring will be tailored based on the Subrecipient Risk Assessment as well as the identification of issues discovered during cost reimbursement invoicing or other information.
 - a. Low Risk Subrecipients will be monitored no less than biennially.
 - b. Medium Risk Subrecipients will be monitored no less than annually.
 - c. High Risk Subrecipients will be monitored no less than semi-annually.
 5. Subrecipient Risk Assessment Level. Based on the information provided in the Request for Information, prior award performance, and NeighborImpact evaluation your Subrecipient Risk Assessment Level is _____.

SUBRECIPIENT MONITORING DECLARATION

I have read and understand the foregoing monitoring policy and procedures of NeighborImpact including the requirement that disallowed costs are subject to reimbursement to NeighborImpact and/or the respective federal or state agencies. In addition, violation of this policy may result in termination of the Subrecipient agreement and/or disallowance from future subawards.

Signature

Date

Print name

These Exhibits are pursuant to the Master Subrecipient Agreement between **NAME** and NeighborImpact dated **XX/XX/2022**.

EXHIBIT F.01 - SUBAWARD INFORMATION

1. Award Identification: **Winter Shelter Investments Out of the Cold (WSI-OOTC)**
2. Sub-Recipient name: **ABC Partner Agency**
3. **Subrecipient DUNS # or Unique Identifier: XXXXX**
4. Award Date: **07/01/2022**
5. Sub-award Period of Performance Start and End Date: **July 1, 2022 to April 30, 2023**
6. Amount of State Funds Obligated to Subrecipient by this action: **\$XXX,XXX**
7. Award project description: **WSI-OOTC funds are awarded primarily to support winter sheltering needs during the concurrent crises of COVID-19 and the wildfires that heavily impacted parts of our state. This allocation is to be used as a supplement and critical component to provide for shelter needs of people experiencing homelessness and displacement.**
8. Name of Awarding Agency: **Oregon Housing and Community Services**
9. Administrative Allocation: **The program cap for administrative expenses is **X%** of the total award amount. Expenditures of administrative funds by Subrecipient must conform with the allowable administrative uses as defined within the program manual.**

These Exhibits are pursuant to the Master Subrecipient Agreement between **NAME** and NeighborImpact dated **XX/XX/2022**.

EXHIBIT F.02 - SUBAWARD INFORMATION

1. Award Identification: **State Homeless Assistance Program (SHAP)**
2. Sub-Recipient name: **ABC Partner Agency**
3. **Subrecipient DUNS # or Unique Identifier: XXXXX**
4. Award Date: **07/01/2022**
5. Sub-award Period of Performance Start and End Date: **July 1, 2022 to June 30, 2023**
6. Amount of State Funds Obligated to Subrecipient by this action: **\$XXX,XXX**
7. Award project description: **The State Homeless Assistance Program (SHAP) provides operational support for emergency shelters and related client supportive services for homeless individuals, families and households. SHAP funds are available for the following program components: street outreach, emergency and transitional shelter; data collection; and shelter acquisition, rehabilitation or conversion. There is no income eligibility requirement for SHAP-funded assistance.**
8. Name of Awarding Agency: : **Oregon Housing and Community Services**
9. Administrative Allocation: **The program cap for administrative expenses is X% of the total award amount. Expenditures of administrative funds by Subrecipient must conform with the allowable administrative uses as defined within the program manual.**

These Exhibits are pursuant to the Master Subrecipient Agreement between **NAME** and NeighborImpact dated **XX/XX/2022**.

EXHIBIT F.03 - SUBAWARD INFORMATION

1. Award Identification: **Emergency Solutions Grant Program**
2. Sub-Recipient name: **ABC Partner Agency**
3. Subrecipient DUNS # or Unique Identifier: **XXXXX**
4. Federal Award Identification Number (FAIN): **E20-DC-41-0001**
5. Award Date: **07/01/2022**
6. Sub-award Period of Performance Start and End Date: **July 1, 2022 to June 30, 2023**
7. Amount of Federal Funds Obligated to Subrecipient by this action: **\$XXX,XXX**
8. Award project description: **Provide funding to engage homeless individuals and families living on the street; improve the number and quality of emergency shelters for homeless individuals and families; help those operate shelters; provide essential services to shelter residents; rapidly re-house homeless individuals and families; and prevent families and individuals from becoming homeless.**
9. Name of Awarding Agency: **US Department of Housing and Urban Development**
10. Contact information for Awarding Official: **Bryan Guiney, Edith Green-Wendell Federal Office Building, 1220 SW 3rd Avenue, Suite 400, Portland, OR 97204-2825**
11. Federal Assistance Listing Number: **14.231**
12. Indirect cost rate for the Federal award: **De minimis unless otherwise negotiated with federal cognizant agency.**
13. Is Award Research and Development? **No**
14. Administrative Allocation: **The program cap for administrative expenses is **X%** of the total award amount. Expenditures of administrative funds by Subrecipient must conform with the allowable administrative uses as defined within the program manual.**

These Exhibits are pursuant to the Master Subrecipient Agreement between **NAME** and NeighborImpact dated **XX/XX/2022**.

EXHIBIT G.01 – PROGRAM ELEMENT TERMS & CONDITIONS

Winter Shelter Investments Out of the Cold Funds (WSI-OOTC) Terms and Conditions. Subrecipient shall administer the program in a manner satisfactory to NeighborImpact and in compliance with all program requirements, including but not limited to the following terms and conditions:

- a. Subrecipient shall comply and perform all work to the satisfaction NeighborImpact and OHCS, and in accordance with the terms of this agreement, together with applicable program requirements including ORS 458.505 to 458.545.
- b. Subrecipient shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Subrecipient shall comply with all guidelines and stipulations attached by the funding agency, Oregon Housing and Community Services, including the WSI-OOTC Program Manual.
- c. Subrecipient will assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- d. Subrecipient will conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed centralized or coordinated assessment requirements and department program requirements.
- e. Subrecipient is responsible to NeighborImpact for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to NeighborImpact within thirty (30) days upon written demand from NeighborImpact.
- f. Subrecipient will provide program services only to eligible households who are homeless or at risk of homelessness as defined in the WSI-OOTC Program Manual.
- g. Subrecipient will re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
- h. Subrecipient will assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to NeighborImpact. This includes, but is not limited to, documentation of homeless status in compliance with department documentation standards.

These Exhibits are pursuant to the Master Subrecipient Agreement between **NAME** and NeighborImpact dated **XX/XX/2022**.

EXHIBIT G.02 – PROGRAM ELEMENT TERMS & CONDITIONS

State Homeless Assistance Program (SHAP) Terms and Conditions. Subrecipient shall administer the program in a manner satisfactory to NeighborImpact and in compliance with all program requirements, including but not limited to the following terms and conditions:

- a. Subrecipient shall comply and perform all work to the satisfaction NeighborImpact and OHCS, and in accordance with the terms of this agreement, together with applicable program requirements including OAR 813.240 as amended and ORS 458.505 to 458.545.
- b. Subrecipient shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Subrecipient shall comply with all guidelines and stipulations attached by the funding agency, Oregon Housing and Community Services, including the State Homeless Funds Program Manual.
- c. Subrecipient will assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- d. Subrecipient will conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed centralized or coordinated assessment requirements and department program requirements.
- e. Subrecipient is responsible to NeighborImpact for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to NeighborImpact within thirty (30) days upon written demand from NeighborImpact.
- f. Subrecipient will provide program services only to eligible households who are homeless or at risk of homelessness as defined in the State Homeless Funds Program Manual.
- g. Subrecipient will re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
- h. Subrecipient will assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to NeighborImpact. This includes, but is not limited to, documentation of homeless status in compliance with department documentation standards.

These Exhibits are pursuant to the Master Subrecipient Agreement between **NAME** and NeighborImpact dated **XX/XX/2022**.

EXHIBIT G.03 – PROGRAM ELEMENT TERMS & CONDITIONS

Emergency Solutions Grant Terms and Conditions. Subrecipient shall administer the program in a manner satisfactory to NeighborImpact and in compliance with all program requirements, including but not limited to the following terms and conditions:

- a. Subrecipient shall comply and perform all work to the satisfaction NeighborImpact and OHCS, and in accordance with the terms of this agreement, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.
- b. Subrecipient shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Subrecipient shall comply with all guidelines and stipulations attached by the funding agency, Oregon Housing and Community Services, including the ESG Program Manual, and the provisions of HUD Federal Regulation, 24 CFR 576.
- c. Subrecipient will assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- d. Subrecipient will conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed centralized or coordinated assessment requirements and department program requirements.
- e. Subrecipient will serve only certified households whose eligibility has been determined in compliance with program requirements. Subrecipient is responsible to NeighborImpact for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to NeighborImpact within thirty (30) days upon written demand from NeighborImpact.
- f. Subrecipient will comply with minimum written standards for providing program services and established Continuum of Care standards as identified in 24 CFR part 576.400(e).
- g. Subrecipient will provide program services only to eligible households who are homeless or at risk of homelessness as defined in the ESG Program Manual.
- h. Subrecipient will re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
- i. Subrecipient will assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to NeighborImpact. This includes, but is not limited to, documentation of homeless status in compliance with department documentation standards.

NAME has reviewed and acknowledged the Subaward Exhibits **E.0X and F.0X** in conjunction with the associated Award Letter and the Master Subrecipient Agreement dated **XX/XX/2022**.

Signature

Date

Print name

SAMPLE