



NeighborImpact

Supporting People. Strengthening Communities.

2303 SW First St.
Redmond, OR 97756

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www.neighborimpact.org

October 9, 2018

TO: Partner Agencies, Faith-Based Organizations, and Churches

FROM: NeighborImpact

RE: Request for Proposals (RFP) from entities intending to provide warming shelter services to homeless populations

NeighborImpact is committed to sharing the public resources it receives in recognition that our system is as strong as its partners and it is a foundational principle of our organization to collaboratively work with the entire nonprofit sector to meet the needs of the vulnerable.

NeighborImpact plans to provide funding to support organizations interested in providing warming shelter services to homeless individuals and/or families in the communities of Bend, La Pine, Madras, Prineville, Redmond, Sisters and/Warm Springs during the winter of 2018-19.

The funding will be in the form of a grant, with the intent of funding operational and facilities-based costs for providing warming shelter services. These funds are not available for use in regards to Transitional Housing, Homelessness Prevention, Supportive In-Home Services or Community Capacity Building.

Organizations that received warming shelter funds last year may submit a Letter of Intent and a 2018-2019 budget in lieu of a full proposal. This exception is provided as long as the program elements, scope of work and populations served have not changed from last year's submittal. NeighborImpact must receive your letter by Monday, October 22, 2018 at 4:30 pm.

NeighborImpact is interested in expanding funding to warming shelters/centers that are open during the daytime hours. As this is a new opportunity for this funding cycle, all proposers interested in offering daytime hours service must submit a full proposal.

The funding under this RFP will be available for the time period beginning November 1, 2018, and ending March 31, 2019. The due date for this RFP is Monday, October 22nd at 4:30 PM. Final decisions will be made and applicants notified with awarded amounts by Tuesday, October 31, 2018.

NeighborImpact plans to award grants in the amount of \$5,000 to entities within each of the following communities: Bend, La Pine, Madras, Prineville, Redmond, Sisters, and Warm Springs.

Submission Requirements

Interested applicants must submit the following:

1. Provide full legal name of the organization, along with name, title and contact information for lead staff person responsible for managing the grant agreement.
2. Description of your organization's experience and key staff experience in providing shelter or similar services to homeless populations.
3. Identification of the community or communities to be served with warming shelter services. Description of the warming shelter location, physical shelter space, proposed schedule, and proposed hours of operation.
4. Description of services to be provided, including maximum number that can be served, and any special target populations to be served.
5. Describe your organization's ability to work with NeighborImpact in collecting and reporting data on numbers of individuals served with warming shelter services during the grant period.
6. Budget for the program, including overall cost of providing warming shelter services, amount of resources budgeted by the applicant to provide the service, and a description of how the NeighborImpact grant funds will be used.

Submit proposals and required documents to Patrick Carey, NeighborImpact, no later than 4:30 PM on Monday, October 22, 2018. Proposals can either be submitted by email at patrickc@neighborimpact.org or delivered to NeighborImpact's Bend office:

20310 Empire Blvd., Suite A100
Bend, OR 97703

Evaluation Criteria

Responsive proposers who meet the minimum RFP qualifications will be evaluated based on the RFP criteria. Final ranking and selection will be based upon the criteria and points listed below:

- Demonstrated ability to provide warming shelter services to persons experiencing homelessness (30 points)
- Hours of operation that include daytime hours (20 points)
- Quality of scope of work and service delivery model (30 points)
- Output and outcome goals for program year, with demonstrated ability to report outcomes (20 points)
- Demonstrated ability to comply with Fair Housing and Equal Access laws/practices (20 points)

NeighborImpact may choose to interview proposers if additional information is necessary. If NeighborImpact deems that interviews are necessary, they will take place on October 30, 2018.

General Terms and Conditions

See attached NeighborImpact subrecipient agreement.

Additional Information

If you have additional questions after reviewing this RFP document, contact Patrick Carey by email at patrickc@neighborimpact.org.

Subrecipient Agreement
State Homeless Assistance Program – Warming Shelter Grants 2018-19

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

RECITALS

WHEREAS, NeighborImpact has received an allocation of State Homeless Assistance Program grant funds from Oregon Housing and Community Services (OHCS);

WHEREAS, NeighborImpact has the capacity to disburse State Homeless Assistance Program grant 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 24 CFR 576.

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: **November 1, 2018**
2. Duration or end date: **November 1, 2018 – March 31, 2019**
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
Exhibit B: Insurance Provisions
Exhibit C: Federal Provisions
Exhibit D: Confidentiality Policy
Exhibit E: Subaward Information
Exhibit F: Housing Stabilization Grievance & Appeals Procedure
4. Scope of Work. Subrecipient will provide Warming Shelter (“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 Exhibit A.
5. Consideration & Payment. Subject to availability of funding, NeighborImpact shall pay the Subrecipient an amount not to exceed \$5,000.00. 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 up to \$5,000.00. Subrecipient shall submit monthly invoices associated with warming shelter operations or essential services, as defined in the SHAP 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 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 the 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, 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 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).

8. State Homeless Assistance Program 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 only for program services consistent with program requirements.
- d. 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.
- e. 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.
- f. 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.
- g. 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).
- h. Subrecipient will provide program services only to eligible households who are homeless as defined in the SHAP Program Manual.
- i. Subrecipient will meet OHCS and HUD recordkeeping requirements for the adequate documentation of homeless and at risk of homelessness status when determining the eligibility of households served with program funds.
- j. Subrecipient will re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.

k. 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.

l. 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.

m. 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.

n. 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. Monitoring. Subrecipient will allow NeighborImpact and OHCS access to, or furnish, whatever information and/or documentation is 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.

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 SHAP 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 sub-recipient'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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor. Subrecipient is an independent contractor and not an agent of NeighborImpact or OHCS.

15. Equal Employment Opportunity. Subrecipient shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, and Department of Labor," and any other applicable equal employment opportunity Executive Orders, laws and/or regulations.

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, employees and agents and NeighborImpact and its officers, agents, 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: (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.

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, or sex, 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. Debarment and Suspension Certification (Executive Orders 12549 and 12689).

Subrecipient warrants and certifies that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. Subrecipient is not listed on the government-wide exclusions in the System for Award Management (SAM) (www.sam.gov/), "Debarment and Suspension." *Subrecipient shall immediately inform NeighborImpact in writing in the event it is debarred, suspended, proposed for debarment or declared ineligible.*

19. Drug Free Workplace. Subrecipient agrees that to the extent required by Federal law, it will comply with the Drug Free Workplace Act of 1988.

20. 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.

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

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

(a) Upon completion of the Services to NeighborImpact's satisfaction;

(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 paid 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.

23. 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.

24. 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.

25. 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.

26. 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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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>

33. 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, 2018**.

NeighborImpact
2303 SW First St.
Redmond, OR 97756

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: \$5,000.00 for warming shelter operations or essential services costs, per project.

1. The Subrecipient will use funds to provide warming shelter for homeless persons, as described in the Oregon Housing and Community Services State Homeless Assistance program manual.
2. The Subrecipient agrees that these contract funds are to supplement local funds and/or resources in order to increase the level of services available.
3. Subrecipient will collect client characteristic information on each client and submit data to NeighborImpact as requested.

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

The following provisions must be followed as applicable:

1. GENERAL ASSURANCES

Miscellaneous Federal Provisions; Nondiscrimination. 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.

Energy Efficiency. Subrecipient shall comply and require all Subcontractors and Vendors 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).

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

- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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 Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. 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 agreements) and that all Subrecipients 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 Subrecipient 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.

f. No part of any federal funds paid to Subrecipient 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 executive-legislative 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 on 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 Subrecipient 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

Resource Conservation and Recovery. Subrecipient shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et.seq.*). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

Audits. Subrecipients shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a subrecipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Records must be available as provided in Exhibit B.

Pro-Children Act. Subrecipient shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 *et. seq.*).

2. Applies to all Agreements and sub-grants in excess of \$2,000 for construction or repair:

Copeland "Anti-Kickback" Act (40 U.S.C. 3145): The Subrecipient will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is

otherwise entitled. NeighborImpact will report all suspected or reported violations to the Federal awarding agency.

3. Applies when required by Federal program legislation for a construction contract of more than \$2,000:

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): The Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. NeighborImpact will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. NeighborImpact shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. NeighborImpact shall report all suspected or reported violations to the Federal awarding agency.

4. Applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers:

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): The Subrecipient agrees to comply with 40 U.S.C. 3702 and 3704 of the Contract Works Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, Contractor is required to compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Applies to contracts and subgrants in excess of \$100,000 including construction contracts:

Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: The Subrecipient and all subcontractors agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857 et seq., 7401-7671q), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387), Section 508 of the Clean Water Act (33 USC 1368) and Executive Order 11738. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. Applies to contracts of \$100,000 or more including construction contracts:

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Subrecipient shall provide

NeighborImpact with a certification 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. Contractors shall obtain the same certification from its subcontractors, which it shall provide to NeighborImpact. Contractor and its subcontractors shall also disclose to NeighborImpact any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Compliance with Solid Waste Disposal Act. Subrecipient will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of this Act include procuring items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT D - CONFIDENTIALITY POLICY & PROCEDURE

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.

Procedure:

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. Head Start program only: each employee (excluding teacher advocates, assistant teachers, Head Start and diversity advocates, bus drivers, center aides and home visitors) who enters a child's file must sign the Record of Access and Disclosure form in the front
- H. NeighborImpact Head Start encourages both parents to be involved in their children's

school affairs and unless otherwise ordered by the court an order of sole custody on the part of one parent shall not deprive the other parent of authority as it relates to:

1. Receiving and inspecting school records and consulting with NeighborImpact Head Start employee(s) concerning the child's welfare and education, to the same extent as provided the parent having sole custody.
 2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the child if the custodial parent is for practical reasons unavailable.
- I. 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.
 - J. 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, heath 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.
- F. Discussions of personnel decisions which require approval by Head Start Policy Council will use employee names with discretion, and therefore only mention

ancillary employee names strictly on a legitimate defensible need to know basis. All Policy Council members must sign a Policy Council Declaration of Confidentiality form prior to starting their term as a Policy Council member.

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



NeighborImpact

Housing Stabilization Grievance & Appeals Procedure

NeighborImpact Housing Stabilization programs' grievance and appeals process allows client(s) to contest a decision that denies or limits eligibility for a program applicant or participant. Additionally, if a participant's benefit is modified or terminated, a grievance or request for an administrative review may be submitted.

The grievance or appeal must be requested within thirty (30) days of receiving the Notice of Action outlining the original decision.

A written notification of the grievance or appeal will be submitted to Oregon Housing and Community Services or Housing and Urban Development within ten (10) days of receipt of client's request.

The client's grievance or appeal may be presented in writing or orally to the NeighborImpact Housing Stabilization Director, provided that they were not the staff member that made or approved the original decision under dispute. If that is the case, the grievance or appeal will be presented to and decided by the NeighborImpact Deputy Director, Programs.

NeighborImpact will provide the aggrieved party with written notification of the final determination and basis for decision within ten (10) days of the determination. This same notification will be provided to Oregon Housing and Community Services or Housing and Urban Development in the same timeframe.

If any accommodation for impairment, disability, language barrier, etc. is needed to complete this grievance or appeal, please contact NeighborImpact reception at 541-548-2380 or by emailing reception@neighborimpact.org.



Neighbor**Impact**

HOUSING STABILIZATION CLIENT GRIEVANCE/APEAL

Name: _____ Contact Number: _____

Email Address: _____

Please state the reasons for your grievance or appeal:

Client Signature: _____ Date: _____

Received by: _____ Date: _____