

NeighborImpact

Supporting People, Strengthening Communities.

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Redmond, OR 97756
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www.neighborimpact.org

August 20, 2019

TO: Partner Agencies

FROM: NeighborImpact

RE: Request for Proposals (RFP) from partner agencies serving homeless persons
Emergency Solutions Grant (ESG) for 2019-20

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 pass through a portion of its total ESG federal grant award for 2019-20 to sub-recipients who provide ESG qualifying services as established by HUD. This fiscal year allocation amount is currently estimated to be \$129,422.

The funding under this RFP will be available for the time period beginning July 1, 2019 and ending June 30, 2020. The due date for this RFP is Friday, September 13th at 4:30 PM. Final decisions will be made and applicants notified with awarded amounts by September 27th, 2019. Please note there is a 100% match required for any sub-recipient award. The Subrecipient must follow Fair Housing and Equal Access laws and practices, and have policies and procedures in place and participate fully in ServicePoint, the Homeless Management Information System (HMIS) and the Coordinated Entry System. Eligible sub-recipients cannot be currently on the federal suspension or debarment list.

NeighborImpact anticipates that our ESG allocation amount will not increase, so please keep your funding request between \$6,000 and \$20,000.

Emergency Solutions Grant Manual

<https://www.oregon.gov/ohcs/CRD/hss/ESG-Operations-Manual-FINAL-04-19-19.pdf>

Important Notice: NeighborImpact has recently adopted fiscal and administrative policies to ensure full compliance with federal Uniform Grant Guidance regulations (2 CFR Part 200.0 through 200.521), including procedures to ensure adequate subrecipient assessment and monitoring. As a result, the requirements for demonstrating sub-recipient capacity for compliance with federal regulations has increased (see RFP section 7 below). NeighborImpact recognizes that these requirements will result in additional time and energy in preparing an RFP response. Please contact Patrick Carey if your organization needs assistance or clarification on expectations for documenting compliance.

Organizations that have not received ESG funding in the past and are interested in responding to the RFP are obligated to attend an informational meeting which will be scheduled after receiving the RFP.

For new applicants, this meeting is required for proposals to be considered for this competition.

In-person presentations will be a required element of the selection process. Time slots are available on Monday, September 16th from 8:30 am-5:00 pm, and Thursday, September 19th, 2019 from 8:30 am -11:00 am, in 30 minute intervals. These presentations will be held at the Bend NeighborImpact Office, 20310 Empire Blvd., Suite A100, Bend, OR 97703.

Submission requirements

Interested agencies must submit the following:

1. Provide full legal name of sub-recipient organization, along with name, title and contact information for lead staff person responsible for managing ESG sub-award agreement.
2. Statement of category of homeless program services to be provided. To determine if your organization provides services to homeless persons as defined by HUD, please review the definitions of homelessness (pg. 17-19 of ESG Manual, 3. Client Eligibility).
3. Proposal of services to be provided, including a summary of your service delivery model, services provided (outputs) and projected outcomes of services during the program year (July 1, 2019, through June 30, 2020). To determine if your organization provides ESG services, please review eligible activities that are allowable uses for ESG funds (pg. 22-40 of the ESG Manual, 4. Allowable Program Service Components and Activities).
4. Statement of how the sub-recipient will meet the ESG funding requirements.
Include:
 - a. A description of your approach to ensuring compliance with Fair Housing and Equal Access Laws within your shelter activities. For more information on Fair Housing & Equal Access Laws/Best Practices, visit the Fair Housing Council of Oregon website: [Fair Housing Council of Oregon](#)

- b. An explanation of your agency's strategy to implement or maintain a Housing First approach in your shelter activities. A simple self-assessment tool is available here: [Housing First Self-Assessment Checklist](#)
 - c. A summary of how your organization actively participates (or will participate) in the Continuum of Care system, including the Coordinated Entry System.
5. Describe your organization's ability to work with NeighborImpact in collecting and reporting (HUD required) entry/exit information in the HMIS system on clients served with ESG funds.
6. Budget and narrative stating dollar amount requested and how those monies will be utilized for services (please keep budget requests between \$6,000 and \$20,000). The ESG funds come with a 100% match requirement (i.e. \$10,000 award might be matched by \$5,000 space, \$3,000 salaries and \$2,000 cash). Include a detailed description of your match resources, including a formal letter of commitment and a statement of status of the match resources (i.e. committed, pending, etc.). For more information on ESG budget requirements, see pg. 55-58 under 12. Financial Management, B. Program Match, in the ESG Manual.
7. Submit the following organizational documents to demonstrate sub-recipient capacity to manage federal sub-award funds in compliance with federal statutes and regulations:
 - a. Articles of Incorporation
 - b. Bylaws or governing documents
 - c. Determination letter from IRS (recognizing the sub-recipient as exempt from income taxes under IRC section 501 (c) (3))
 - d. Last three year's Forms 990 or 990 EZ, including all supporting schedules and attachments (also Form 990-T if applicable)
 - e. 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)
 - f. Copy of most recent internally-prepared financial statements and current budget
 - g. 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.

***** It is acceptable for previous subrecipients of this grant to provide only the most recent documents for this competition cycle. The documents that were submitted in prior competitions are on file.*****

Submit proposals and required documents to Patrick Carey, NeighborImpact, no later than 4:30 PM on Friday, September 13th, 2019. Proposals can either be submitted by email at patrickc@neighborimpact.org or delivered to NeighborImpact's Redmond office at 2303 SW First Street, Redmond, OR 97756.

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:

- Ability to provide one of four categories of homeless program services (20 points)
- Quality of scope of work and service delivery model (20 points)
- Output and outcome goals for program year, with demonstrated ability to monitor and report outcomes (20 points)
- Active participation in the Continuum of Care and in the HMIS system (10 points)
- Demonstrated ability to comply with federal Uniform Grant Guidance, Fair Housing and Equal Access laws/practices, and ESG program requirements (30 points)
- Discernible application of Housing First principles (5 BONUS Points)

General Terms and Conditions

See attached NeighborImpact Subrecipient agreement (DRAFT).

*Exhibit B: Insurance Provisions – Limits may be subject to change.

This will be determined prior to final execution of NeighborImpact Subrecipient agreements.

Additional Information

If you have additional questions after reviewing this RFP document, the ESG Subrecipient agreement, or the current ESG manual, contact Patrick Carey by email at patrickc@neighborimpact.org.

Subrecipient Agreement

Emergency Solutions Grant Program 19-20

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

RECITALS

WHEREAS, NeighborImpact has received an allocation of Emergency Solutions Grant Program funds from Oregon Housing and Community Services (OHCS);
WHEREAS, NeighborImpact has the capacity to disburse Emergency Solutions Grant Program 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: **DATE**
2. Duration or end date: **DATE**
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
4. Scope of Work. Subrecipient will provide _____ ("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 \$XXXX. The first invoice will be a quarterly invoice for expenses incurred between July, 2019 and September, 2019. Beginning October, 2019 Subrecipient will invoice NeighborImpact 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 \$XXXX. Subrecipient shall submit monthly invoices associated with street outreach, shelter operations or essential services, as defined in the ESG 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. 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 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 or at risk of homelessness as defined in the ESG 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 and posted in a public location. 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, and 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 ESGP 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>

32. 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, 2019.**

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: \$XXXX for shelter operations/essential services/street outreach costs.

1. The Subrecipient will use funds to provide emergency shelter and/or services for homeless persons.
2. Subrecipient will collect client characteristic information, including complete Universal Data Elements, as required by HUD, on each client by completing direct live data entry into ServicePoint HMIS or utilizing the forms provided and entering into ServicePoint HMIS within 72 hours of program entry date.
3. Subrecipient will ensure that data entry in ServicePoint is complete with a high level of data quality no later than the timeline identified below:
 - a. ESGP Provider Reports will be run in HMIS by NeighborImpact by the 15th of following month for Quarterly reporting for the period of 07/01/19 – 06/30/20.
 - i. Q1 (July 1, 2019– September 30, 2019) report due October 15, 2019
 - ii. Q2 (October 1, 2019 – December 31, 2019) report due January 15, 2020
 - iii. Q3 (January 1, 2020 – March 31, 2020) report due April 15, 2020
 - iv. Q4 (April 1, 2020 – June 30, 2020) report due July 1, 2020
 - b. CSBG Client Characteristic Reports to NeighborImpact by January 30, 2020 for the reporting period Calendar year 2019.
4. Subrecipient will use the OHCS-approved Homeless Management Information System (currently ServicePoint) 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.
5. Subrecipient agrees to provide a 100% match as required by Emergency Solutions Grant 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 ASSURANCES; TERMS AND CONDITIONS

Subrecipient hereby assures, warrants, covenants, and certifies that with respect to any federal funds disbursed to it under this Agreement:

A. Application, Acceptance and Use of Federal Funds. Use, Compliance with Federal Law; Subgrantee shall comply with all applicable Federal regulations, policies, guidelines, and requirements, as may be modified from time to time, as they relate to the application, acceptance, and use of all federal funds under this Agreement which may include, but are not be limited to 2 CFR Subtitle B with guidance at 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards (OMB Super Circular effective December 23, 2014). The U.S. Department of Health and Human Services (**HHS**) has supplemented the foregoing at 2 CFR Part 300 and 45 CFR Parts 74, 75 and 92, which apply to federal funding awards from HHS as indicated therein. See General Assurances, Section 7, for further detail re audit requirements.

B. Further Assurances. As the duly authorized representative of the Subgrantee, I assure, warrant, covenant, and certify that the Subgrantee, in addition to complying with 2 CFR Subtitle B with guidance at 2 CFR, Part 200, 2 CFR Part 300, and 45 CFR Parts 74, 75 and 92, shall comply and, require all Subrecipients and Vendors, as applicable, to comply with the following federal requirements, as they may be amended from time to time.

GENERAL ASSURANCES

- 1. Miscellaneous Federal Provisions; Nondiscrimination.** Subgrantee shall comply and require all Subrecipients and Vendors to 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, Subgrantee 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.** If this Agreement, including amendments, is for more than \$10,000, then Subgrantee shall comply and require all Subrecipients and Vendors to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Subgrantee shall comply and require all Subrecipients and Vendors 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 OHCS, HUD or HHS, as applicable, and the appropriate Regional Office of the Environmental Protection Agency. Subgrantee shall include and require all Subrecipients and Vendors to include in all contracts with Subrecipients or Vendors receiving more than \$100,000, language requiring that party to comply with the federal laws identified in this section.
4. **Energy Efficiency.** Subgrantee shall comply and require all Subrecipients 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).
5. **Truth in Lobbying.** By signing this Agreement, 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 Vendors 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 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.
 - f. 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.
 - g. 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** Subgrantee shall comply and require all Subrecipients and Vendors to 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.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to Subgrantee, shall comply, and Subgrantee shall require all Subrecipients to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient 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.
8. **Debarment and Suspension.** Subgrantee shall not permit any person or entity to be a Subrecipient or Vendor if the person or entity is listed on the non-procurement portion of the General Service, 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. Subgrantees 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 require all Subrecipients and Vendors to comply with the following provisions to maintain a drug-free workplace:
 - (i) Subgrantee certifies that it will provide a drug-free 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 Community Services to 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) calendar days after such conviction;
 - (v) Notify OHCS within ten (10) calendar 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 or Vendor to comply with subparagraphs (i) through (vii) above; (ix) Neither Subgrantee nor any of Subgrantee's employees, officers, agents, Subrecipients or Vendors may provide any Work 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, Subrecipient or Vendor has used a controlled substance, prescription or non-prescription medication that impairs the Subgrantee or Subgrantee's employee, officer, agent, Subrecipient or Vendor's performance of essential job function or creates a direct threat to 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 this Agreement.

10. **Pro-Children Act.** Subgrantee 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.).
11. **ADA.** Subgrantee shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
12. **Agency-Based Voter Registration.** If applicable, Subgrantee shall comply with the relevant sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), the Department of Energy Organization Act of 1977 (Pub. L. 95.91), and the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385).
14. **Equal Housing Opportunity.** Shall comply with Executive Order 11063 as amended by Executive Order 11259 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107.
15. **Housing and Urban Development.** Shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170/u) and Executive Order 11246 (3 CFR 1964-1965 Comp., p 339), Executive Orders 11625, 12432 and 12138 and all implementing regulations issued pursuant to these statutes and authorities.

16. **Fire Administration.** Shall comply with the Fire Administration Authorization Act of 1992.
17. **Right to Inventions.** Shall Comply with 37 CFR part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
18. **Active Exclusion.** No contract shall be awarded to parties listed as having any active exclusion on The System of Award Management in accordance with E.O.s 12549 and 12689, “Debarment and Suspension”.
19. **American Made.** Shall comply with Section 407 of Public Law 103-333 it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.
20. **Statement of Cost Financing.** Shall comply with Section 508 of Public Law 103-333, statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
21. **Compliance with Laws.** Subcontractor shall require any individual, organization or other entity with whom it subcontracts, subgrants or subleases for the purpose of providing any service, financial aid, equipment, property or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.
22. **Work Information.** Subcontractor shall compile and maintain information pertaining to Work as required by this Agreement, including applicable Program Requirements.
23. **Reliance.** Subcontractor shall recognize and agrees that grant funds will be extended in reliance upon the representations and agreements made in this assurance and that the United States and the state of Oregon together or separately shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the Subgrantee.
24. **Funds Information.** Subcontractor shall maintain all information as required by this Agreement, including but not limited to 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available in Exhibit F.

EXHIBIT C

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

EXHIBIT E - SUBAWARD INFORMATION

1. Federal Award Identification: **Emergency Solutions Grant Program**
2. Sub-Recipient name: NeighborImpact
3. Sub-Recipient DUNS number: **167358571**
4. Federal Award Identification Number (FAIN): **E18-DC-41-0001**
5. Federal Award Date: Date
6. Sub-award Period of Performance Start and End Date: **July 1, 2019 to June 30, 2020**
7. Amount of Federal Funds Obligated by this action: \$129,422
8. Federal 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 Federal Awarding Agency: **US Department of Housing and Urban Development**
10. Contact information for Awarding Official: **Doug Carlson, (971) 222-2612**
11. Catalogue of Federal Domestic Assistance (CFDA) Number and Name: **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**