

July 24, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Master Grant Agreement with Oregon Housing and Community Services for homelessness prevention programs. Agreement Value is \$14,077,354.55 for 2 years. Funding is through Oregon Housing and Community Services and \$536,541 of budgeted County General Funds.

Previous Board Action/Review	Lifecycle Form – July 17, 2025		
Performance Clackamas	1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to individuals who are homeless or at risk of becoming homeless, enabling them to obtain and maintain permanent housing. 2. The County’s strategic priority is to ensure safe, healthy, and secure communities.		
Counsel Review	Yes – Amanda Keller	Procurement Review	NA
Contact Person	Tracy Garell, Director, Social Services Division	Contact Phone	(503) 655-8641

EXECUTIVE SUMMARY: The Social Services Division (SSD) of the Health, Housing and Human Services (H3S) Department requests the approval of an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department (OHCS) to administer funds for a variety of SSD programs that serve residents living in poverty, experiencing homelessness, and/or at risk of homelessness.

The rate of homelessness remains high across Clackamas County. Homelessness disproportionately affects the most vulnerable Clackamas County residents, including people of color, veterans, people with disabilities, those fleeing domestic violence, older adults, and younger adults.

As Oregon’s housing finance agency, OHCS provides financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS administers programs that provide housing stabilization, from preventing and ending homelessness to assisting with utilities to keep someone stable, to financing multifamily affordable housing, and encouraging homeownership. It delivers these programs primarily through grants, contracts, and loan agreements with local partners and community-based providers. OHCS’s sources of funds are varied and include federal and state resources received and disbursed under Oregon Revised Statutes (ORS) chapters 456 and 458.

For Filing Use Only

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this Master Grant Agreement and authorize Chair Roberts, or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing, and Human Services

2025-2027 MASTER GRANT AGREEMENT

INTRODUCTION

This **2025-27 Master Grant Agreement #9006** (this “Agreement”) is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as “OHCS” or “Agency” and **Clackamas County**, a unit of local government, hereinafter referred to as "Subgrantee".

RECITALS

- A. Oregon Revised Statute (“ORS”) chapters 456 and 458 authorize OHCS to collaborate and cooperate with community action agency networks and other organizations in providing community services programs in the state as a delivery system for federal and state antipoverty programs to promote outreach, communication, advancement, and related community services with respect OHCS programs.
- B. ORS chapters 456 and 458 authorize OHCS to receive and disburse funds made available for these purposes;
- C. Subgrantee will, during the term of this Agreement, operate or contract for the operation of OHCS’ Programs in accordance with federal and state regulations, rules, policies, and procedures.

AGREEMENT

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by the Department of Justice. Subgrantee’s performance may start **July 1, 2025**, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective. Unless terminated earlier in accordance with its terms, or extended for time with a written amendment, this Agreement shall terminate on **June 30, 2027**.
2. **Consideration.** While there is no guarantee of funding under this Agreement, the Agreement authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$14,077,354.55** (the “Grant Funds”). The Grant Funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and expenditure limitation. These Grant Funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Program periods, funding formulas, or otherwise as applicable. This Agreement includes funding from multiple Programs. Funding for any Program may only be spent on services authorized for that Program. The table below delineates the funds provided for each Program (the “Program Funds”) within this Agreement:

Program	Amount
PE 01 CSBG	\$545,124.00
PE 03 EHAP	\$1,757,494.00
PE 04 SHAP	\$655,440.00
PE 05 HSP	\$321,454.00
PE 07 ERA	\$109,856.00
PE 08 LIHEAP	\$1,518,816.00
PE 09 LIHEAP WX	\$658,664.00
PE 10 OEAP	\$2,448,113.00
PE 11 BPA	\$38,744.94
PE 12 DOE WAP	\$440,532.00
PE 13 ECHO	\$4,363,059.61
PE 14 DOE BIL	\$1,220,057.00
Total	\$14,077,354.55

The Program Funds and not-to-exceed total listed above may be amended by Notices of Allocation as described in Exhibit A.

3. **Grant Managers.**

3.1. OHCS Grant Managers:

Jill Smith, Assistant Director of Energy Services
Housing Stabilization Division
725 Summer Street NE, Suite B
Salem, OR 97301
Phone: (503) 580-6233
Email: Jill.Smith@hcs.oregon.gov

Jovany Lopez, Assistant Director Homeless Services
Housing Stabilization Division
725 Summer Street NE, Suite B
Salem, OR 97301
Phone: (503) 580-7812
Email: Jovany.Lopez@hcs.oregon.gov

3.2. Subgrantee's Grant Manager is:

Teresa Christopherson
2051 Kaen Road
Oregon City, OR 97045
Phone: (503)-650-5718
Email: teresachr@clackamas.us

4. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed in descending order of precedence:

- [This Agreement less all Exhibits](#)
- [Exhibit B \(Federal Terms and Conditions\)](#)
- [Exhibit A \(Terms and Conditions\)](#)
- [Exhibit E \(Program Element General Terms and Conditions\)](#)
 - Implementation Report (as applicable)
 - [Program Elements, Exhibits E-1 through E-14 \(as applicable\)](#)
- [Exhibit D \(Definitions\)](#)
- [Exhibit C \(Oregon State Historic Preservation Office Agreement\)](#)
- [Exhibit F \(Federal Award Information\)](#)
- [Exhibit G \(OHCS Spend Down and Reallocation Policy\)](#)
- [Exhibit H \(Insurance\)](#)

The foregoing documents are attached hereto and incorporated herein by this reference.

5. **Diversity, Equity, and Inclusion.** OHCS is honored to be a part of the communities we serve. We acknowledge the long history of racial and other forms of discrimination in housing policy and programs. While we cannot change the past, we can commit ourselves to advance equity and racial justice now and in the future. Through meaningful stakeholder engagement, we can achieve equitable outcomes that result in economic prosperity for communities of color and culture and all other people living without affordable housing, social services, and other basic human rights. OHCS is deeply dedicated to reversing the multigenerational effects of structural racism and inequity.

6. **CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.**

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

- A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;
- B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- C. Subgrantee shall perform all work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of OHCS or the State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to Work performed under this Agreement;
- D. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- E. Subgrantee certifies that it has established or before starting the Work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy;
- F. Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors, or employees:
 - a. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or OHCS;
 - b. Has 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 contract 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;
 - c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subsection 6(F)(b) above;
 - d. Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
 - e. Is 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://sanctionssearch.ofac.treas.gov/>
- G. Subgrantee certifies that it is not employed by or contracting with the federal government for the Work covered by this Agreement;
- H. Subgrantee has sufficient staffing and operation capacity to expend the Grant Funds;

2025-2027 MASTER GRANT AGREEMENT #9006

- I. Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee's agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee;
- J. Subgrantee acknowledges that OHCS reserves the right to reduce Subgrantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other eligible providers with the goal of minimizing service disruption and ensure funds are utilized; and
- K. Subgrantee is bound by and will comply, and require its subrecipients to comply, with all federal, state, and local laws, regulations, requirements, terms and conditions contained in and as applicable to this Agreement.

Signature Page Follows

SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THE AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Authorized Signature: _____ Date: _____

Name (print): Craig Roberts Title: Chair, Board of County Commissioners

Telephone Number: 503-655-8581 E-Mail Address: bcc@clackamas.us

Unique Entity Identifier: NVWKAVB8JND6

Fiscal Contact Name (Print): Doug Green Title: Senior Management Analyst

Telephone Number: 503-655-8760 E-Mail Address: DGreen2@co.clackamas.or.us

Approved for legal sufficiency:  Date: _____
Clackamas County Counsel

7. SIGNATURE OF STATE’S AUTHORIZED REPRESENTATIVE.

State of Oregon acting by and through its
Housing and Community Services Department
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature:

Phillip Andrews, Designated Procurement Officer Date

DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency by:

Joseph Callahan, Assistant Attorney General Date: April 14, 2025

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2025-2027 MASTER GRANT AGREEMENT

Exhibit A:
Terms and Conditions

1. **Disbursement of Grant Funds; Allowable Costs.**

1.1. **Disbursement**

1.1.1. **Funding Availability.** Subject to the availability of sufficient monies in and from the Program funding source based on OHCS' reasonable projections of monies accruing to the Program funding source, OHCS will disburse Grant Funds to Subgrantee for the allowable Work described in the approved Implementation Report that is undertaken during the Program Element performance period (the "Work").

1.1.2. **Implementation Report.** Each Implementation Report is unique to the Subgrantee. It must be consistent with and reflect the purposes of the related Program Elements and the methods proposed by the Subgrantee and its subrecipients, in detail acceptable to OHCS, to administer and deliver the Work associated with the requirements of the applicable Program Elements. Implementation Report budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

OHCS' disbursement of Grant Funds to Subgrantee are contingent upon Subgrantee's prior submission to OHCS and OHCS' review and acceptance of Subgrantee's plan to execute the Work in accordance with the applicable Program Elements.

1.1.3. **Notices of Allocation ("NOAs").** Upon its acceptance of Subgrantee's Implementation Report, OHCS will issue through OPUS one or more NOAs to Subgrantee. Subgrantee is subject to, and will comply with, all such NOA terms and conditions including this Agreement and the applicable Program Elements. Subgrantee accepts a NOA, including modifications thereto, upon undertaking performance of the Work funded by the NOA. OHCS reserves the right in its sole discretion to modify, correct, adjust, or terminate any NOAs. OHCS' modification or termination of a NOA does not terminate OHCS' remedies with respect to Subgrantee's performance or non-performance of obligations due under this Agreement. The NOAs may increase or decrease the overall not-to-exceed amount and the Program funding amounts listed in Section 2 of the Agreement. An NOA that increases or decreases the amounts in Section 2 of the Agreement will constitute an amendment to the Agreement.

1.1.4. **Backup Documentation; Substantiation.**

1.1.4.1. Subgrantee must provide to OHCS any information or detail regarding the expenditure of Grant Funds required under the Implementation Report and applicable Program Elements prior to disbursement or as OHCS may request.

1.1.4.2. Subgrantee's request for Grant Funds must be supported by documentation satisfactory to OHCS, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

1.1.4.2.1. Subgrantee shall reimburse expenditures of subrecipients under this Agreement

only if the reimbursements are:

1.1.4.2.1.1. To an entity named as a subrecipient receiving Grant Funds in the OHCS approved Implementation Report;

1.1.4.2.1.2. In payment of eligible activities or services performed under this Agreement;

1.1.4.2.1.3. In payment of services performed or supplies delivered during the applicable Program Element performance period;

1.1.4.2.1.4. In the aggregate not in excess of 100% of the funds provided to the respective applicable Program Element under this Agreement; and

1.1.4.2.1.5. Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with subrecipients.

1.1.4.3. **Approval by OHCS.** OHCS will only disburse Grant Funds to Subgrantee for activities completed or materials produced, that, if required by the Implementation Report or applicable Program Elements, are approved by OHCS. If OHCS determines any completed Work is not acceptable, OHCS will prepare a detailed written notice of cure that outlines the deficiencies within fifteen (15) calendar days of receipt of the materials or performance of the activity and will deliver such notice to Subgrantee. Subgrantee must correct any deficiencies at no additional cost to OHCS within fifteen (15) calendar days.

1.2. **Conditions Precedent to Disbursement.** OHCS' obligation to disburse Grant Funds to Subgrantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

1.2.1. OHCS has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow OHCS, in the exercise of its reasonable administrative discretion, to make the disbursement from the Program funding source;

1.2.2. No default as described in Section 12 of this Exhibit A has occurred; and

1.2.3. Subgrantee's representations and warranties set forth in Section 7 of this Exhibit A are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

1.3. **Advances and Reimbursement of Grant Funds.**

1.3.1. **Generally.** Subgrantee must request Grant Funds in such form and manner as is satisfactory to or required by OHCS. Further, in accordance with U.S. Treasury Regulations, Subgrantee must limit any request for Grant Funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the Work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.

1.3.2. **Advance of Funds (Projected).** Subgrantee may request to be paid in advance, provided it maintains or demonstrates the ability to maintain both written procedures that minimize the time elapsing between the transfer of funds and expenditure of funds, and financial management systems that meet the standards for fund control and accountability as established in this section. Advance payments to the Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance

with the actual, immediate cash requirements of the Subgrantee in carrying out the purposes of the grant as described in this Agreement. The timing and amount of advance payments must be as close as is administratively feasible to the actual expenditure of funds by the Subgrantee for Allowable Costs as is permitted under the Agreement, including applicable Program Elements. Subgrantee must make timely payment to contractors in accordance with the provisions of any contract between Subgrantee and its contractors. Advance grant fund disbursements are at OHCS' sole discretion.

1.3.3. **Reimbursement of Funds.** Reimbursement is the preferred method of disbursement. OHCS will make payment within thirty (30) calendar days upon receipt of the reimbursement request and all adequate backup documentation (to OHCS' satisfaction in its sole discretion), unless OHCS reasonably believes the request to be improper.

1.4. **Disallowance of Costs.**

1.4.1. OHCS is not responsible, nor will it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by OHCS, except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of OHCS, its employees, officers, or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Subgrantee shall repay all disallowed costs to OHCS upon written notice within the time frame specified by OHCS, which in no event shall exceed thirty (30) calendar days.

1.4.2. If Subgrantee is a county, such disallowed costs may be recovered by OHCS only through repayment, withholding, or by other means authorized by this Agreement or as allowed at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10 and consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

1.4.3. If Subgrantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Agreement, by law or otherwise.

1.4.4. Subgrantee will, and will cause its subrecipients to, cooperate with OHCS and all appropriate investigative agencies will assist in recovering invalid payments.

1.5. **Unallowable Costs and Lobbying Activities.** Subgrantee will review and comply with the applicable Program Elements and adhere to all provisions on Allowable Costs and expenditures. Subgrantee will, in addition to other obligations, comply with the laws and regulations prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Part 200 , or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the Allowable Costs of the Grant Funds as described in the Implementation Report, applicable Program Elements, or elsewhere in this Agreement, such funds are subject to recapture and OHCS may exercise any and all remedies under this Agreement to otherwise available at law.

1.6. **No Duplicate Payments.** Subgrantee may use other funds in addition to the Grant Funds to complete the Work; however, the Subgrantee may not credit or pay any Grant Funds for Work costs that are paid for with other funds and would result in duplicate funding. Subgrantee must return duplicate payments to OHCS within thirty (30) calendar days. If a duplicate payment has not been returned to OHCS or applied to a debt not already covered by Program funding within thirty (30) calendar days, OHCS may at its discretion exercise any remedies available under this Agreement or under the law, including but not limited to an offset of the entire duplicate payment amount from a future request for reimbursement regardless of reimbursement amount requested.

1.7. **Suspension of Funding and Project.** OHCS may by written notice to Subgrantee, temporarily cease funding the Agreement and require Subgrantee to stop all, or any part, of the Work for a period of up to 180 calendar days after the date of the notice, if OHCS has or reasonably projects that it will have insufficient funds from

the Program funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Subgrantee must immediately cease all Work, or if that is impossible, must take all necessary steps to minimize the Work.

If OHCS subsequently projects that it will have sufficient funds, OHCS will notify Subgrantee that it may resume activities. If sufficient funds do not become available, Subgrantee and OHCS will work together to amend this Agreement and any applicable NOAs to revise the amount of Grant Funds and Work to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 calendar days after issuance of the notice, OHCS will either (i) cancel or modify its cessation order by a supplemental written notice, or (ii) terminate this Agreement as permitted by either the termination at OHCS' discretion or for cause provisions of this Agreement.

2. Nonexclusive Remedies Related to Funding.

- 2.1. **Spending Down and Reallocation Policy.** All Grant Funds with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rate prescribed in Exhibit G ("Spend Down Policy") (as tracked through the OPUS "Award Summary" report).
- 2.2. **Opportunity to Cure.** When spending is below the thresholds described in Exhibit G, and prior to funding rescission, OHCS and Subgrantee may agree to collaborate to find solutions that resolve the issues, provided it is within OHCS' control (in its sole discretion) to make adjustments that meet Subgrantee's needs and does not conflict with federal or state law. OHCS will provide written notice to cure to Subgrantee and Subgrantee may offer proposals to cure spending issues and prevent funding rescission. Subgrantee will have fifteen (15) calendar days to modify Implementation Reports, from the date of the written notice to cure, and update the flexible spend rate in the time-bound expenditure plans to demonstrate how compliance with spending targets will be achieved.
- 2.3. **Withholding, Retention, and Redistribution of Grant Funds.**
 - 2.3.1. **Withholding.** OHCS may withhold any and all undisbursed Grant Funds from Subgrantee if OHCS determines, in its sole discretion, that Subgrantee has failed to timely satisfy any obligation arising under this Agreement, including but not limited to compliance with the applicable Program Elements, providing complete, accurate and timely reports in a form satisfactory to OHCS, or if OHCS determines that the rate or scale of request for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.
 - 2.3.2. **Retention or Redistribution of Grant Funds.**
 - 2.3.2.1. **Due to Non-Timely Use.** If Grant Funds are not requested and expended by Subgrantee in a timely manner as determined by OHCS at its sole discretion, OHCS may in its sole discretion, reduce Subgrantee's Grant Funds and redistribute Grant Funds to other subgrantees or retain such funds for other OHCS use. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOAs.
 - 2.3.2.2. **Due to Substantial Difference.** If the rate of request for any expenditure or cost category is substantially different (as determined by OHCS in its sole discretion) than in OHCS-approved budget submissions, including applicable NOAs, OHCS has sole discretion to reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement.

2.3.3. **Repayment of Excess Disbursed Funds.**

2.3.3.1. **Due to Modified NOA.** If Grant Funds previously disbursed by OHCS to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not expend any such excess Grant Funds. Subgrantee, instead shall return any remaining unexpended Grant Funds unless another use of such funds is authorized in writing by OHCS. This remedy is in addition to any remedies available to OHCS under this Agreement or otherwise.

2.3.3.2. **Due to Overpayment.** If OHCS makes an overpayment of Grant Funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within fifteen (15) calendar days of its discovery by Subgrantee or upon notice by OHCS, unless OHCS in writing designates an earlier time for repayment or authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.3.3.3. **Return of Unexpended Funds.** Within fifteen (15) calendar days following the end of the performance period or termination of this Agreement, Subgrantee must return to OHCS all unexpended Grant Funds, unless required earlier in accordance with the applicable Program Elements.

3. **Rollover Funds From a Prior Grant Agreement.**

- 3.1. Subject to funding restrictions, Subgrantee may request in form and content satisfactory to OHCS that financial assistance allocated, but not expended under a prior Master Grant Agreement, be allocated under this Agreement as an award of “rollover” grant funds.
- 3.2. Subject to funding restrictions, OHCS may, at its sole and absolute discretion, approve any award of rollover grant funds. Any rollover grant funds shall be subject to all terms and conditions of this Agreement and shall be subject to such terms and conditions of the prior Master Grant Agreement as OHCS may specify in its rollover approval.

4. **Online Systems.**

- 4.1. Subgrantee and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by OHCS), Wellsky Community Services (formerly ServicePoint), Ignatius, Housing Stabilization Module (HSM), Allita, Homeless Management Information System (HMIS) or other OHCS-approved system (the “Sites”) at the time of client intake for all federal, state, and private grant programs awarded by OHCS through this Agreement. OHCS will enter allocations to Subgrantee on a program-by-program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by OHCS.
- 4.2. **Sites’ Terms and Conditions.** As a condition of the use of the Sites, Subgrantee agrees, and shall require that its subrecipients agree, (collectively and individually referred to as “User”) to all OHCS terms and conditions contained in this Agreement, notices on the Sites, or as otherwise directed by OHCS. User agrees not to use the Sites for any unlawful purpose. OHCS reserves the right, at its discretion, to update or revise the Sites’ terms of use. Continued use of the Sites constitutes acceptance of the Sites’ terms and conditions.
- 4.3. **Local Data Collection.** Use of the Sites for additional reported “local” program data is at the entity’s own risk. OHCS will not modify or otherwise create any screen, report or tool in the Sites to meet needs related to this local data.
- 4.4. **Data Rights.** Subgrantee hereby grants and will require and cause its subrecipients to grant OHCS the right to

reproduce, use, display, adapt, modify, distribute, and promote the Content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting for this Agreement. Subgrantee shall use and shall require and cause its subrecipients to use client release forms and privacy policy forms in connection with obtaining and transmitting client data.

- 4.5. **Disclaimer of Warranties.** Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients, and expressly waives any claims and causes of action against the State and OHCS.
- 4.6. **Limitation of Liability.** Subgrantee agrees that under no circumstances will OHCS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if OHCS has been informed of the possibility of such damage.
5. **Procurement.** Subgrantee shall develop and maintain policies and procedures for procuring, by purchase, rental, lease, or otherwise, any equipment, supplies, or other goods and services to satisfy Subgrantee’s obligations under this Agreement. Subgrantee must ensure that its policies reflect guidance at 2 CFR, Part 200 and related regulations including federal requirements under 2 CFR 200.321 (Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms), as well any applicable federal regulations with respect to the Grants Management Common Rule for procurement of all goods or services. This Agreement does not provide the justification or basis to sole-source procurements for equipment, supplies, or other goods and services provided under this Agreement and funded by Grant Funds.
- 5.1. **Fixed Assets.** If applicable, Subgrantee shall, and shall cause its subrecipients to, maintain policies and procedures for the and management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds, including but not limited to, written preapproval of the purchase of fixed assets with a value greater than \$10,000 from OHCS. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:
- 5.1.1. **Equipment.** The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Agreement, shall rest with the Subgrantee. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.
- 5.1.2. **Automobiles.** Automobiles and or equipment may only be operated by licensed and insured individuals. Subgrantee shall maintain insurance on the automobile and equipment as set out in Section 5.3 below. If the automobile or equipment or any portion thereof is destroyed, any insurance proceeds collected shall be used to repair or replace the automobile, unless OHCS agrees otherwise in writing. Subgrantee will require the automobile be operated and maintained in good repair and operating condition so as to preserve the long-term benefits of the automobile and equipment, including making all necessary and proper repairs, replacements, additions, and improvements for the useful life of the automobile and equipment. During the useful life of the automobile and equipment, Subgrantee may not sell or otherwise transfer ownership of the automobile or equipment, except with prior written consent of OHCS.
- 5.1.2.1. **Insurance.** For automobiles and equipment that have been acquired in whole or in part with

funds provided under this Agreement Subgrantee shall, provide the insurance coverage required by Oregon Revised Statute with OHCS named as an additional insured party in all such motor vehicles or equipment Additionally, Subgrantee shall register such vehicles and equipment through the Oregon Department of Transportation, Department of Motor Vehicles. . In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section.

- 5.2. **Loaned Equipment / Property Disposition.** All fixed assets owned by OHCS and loaned to Subgrantee under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.
- 5.3. **Disposal Requiring Prior Approval.** When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than \$10,000, Subgrantee shall submit a written notification to the appropriate OHCS Program coordinator with a copy to the OHCS Grant Compliance Office. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards of equipment of OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.
- 5.3.1. Items of equipment with a current per-unit, fair-market value of \$10,000 or less may be retained, sold, or otherwise disposed of upon written notification and pre-approval from the appropriate OHCS Program coordinator. The OHCS Program coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of Subgrantee.
- 5.4. **Construction.** Subgrantee shall comply with the terms of this Agreement, including without limitation the provisions of Oregon Revised Statute Chapter 279C, as it relates to the procurement of construction services, as amended from time to time.
- 5.4.1. **Wage Determinations.** Subgrantee shall, and shall cause and require its subrecipients, contractors, and subcontractors, to fully comply with, on projects where Davis-Bacon and Related Acts (“DBRA”) prevailing wage requirements must be paid, the requirements set out in the United States Department of Labor regulations at 29 CFR Parts 1, 3, and 5 as applicable. In accordance with 29 CFR Part I, federal agencies directly contracting for weatherization projects to other entities for such projects must include the standard DBRA contract clauses found in 29 CFR 5.5(a) in their bid solicitations, assistance agreements, and the resulting contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the Work. Subgrantee shall, and shall cause and require its subrecipients, contractors, and subcontractors, to fully comply with, on projects where Oregon’s prevailing wage rate law, ORS 279C.800 to 279C.870 (“PWRL”) requirements must be paid, the requirements established therein and as established by the Bureau of Labor and Industry (“BOLI”), which administers the PWRL.

6. Compliance and Monitoring.

6.1. Compliance.

- 6.1.1. Subgrantee will comply and will require and cause (including by contract) all subrecipients, vendors, contractors, and assigns to comply with this Agreement, including applicable Program Requirements.
- 6.1.2. Without limiting the generality of the foregoing, Subgrantee will comply and will require and cause its subrecipients, vendors, contractors, agents, and assigns to comply with all federal requirements, including but not limited to the Federal Funding Accounting and Transparency Act of 2006 (P.L. 109-282), provisions of which include, but are not limited to, a requirement for Subgrantees,

subrecipients, and vendors to have a Unique Entity ID.

- 6.1.3. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).
- 6.1.4. Program Requirements expressly include, among other things, all applicable federal, state and local laws, regulations, rules, orders and ordinances. In the absence of further clarification from applicable statutes, regulations, rules, ordinances, or orders, including directives from OHCS, Subgrantee will fulfill the terms and conditions of this Agreement in accordance with Federal guidance, as applicable.

6.2. OHCS to Monitor Subgrantee.

- 6.2.1. OHCS, including its authorized representatives and authorized third parties, will monitor the activities and records of each Subgrantee and Subgrantee's subrecipients and vendors as it deems necessary or appropriate for, among other things, to ensure: (1) Subgrantee and its subrecipients and vendors comply with the terms of this Agreement, including but not limited to the Program requirements, and that Grant Funds are used properly for authorized purposes hereunder; and (2) that performance goals are achieved as specified in this Agreement, including without limitation in the Program Elements, NOAs, and the Program Requirements, and that performance is to the satisfaction of OHCS.
- 6.2.2. OHCS' monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee, subrecipient, and vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate request for funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipients, vendors, and their officers, employees, agents, contractors and other staff.
- 6.2.3. OHCS monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by OHCS. Monitoring may be done through contractors, agents, or other authorized representatives.
- 6.2.4. OHCS may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.
- 6.2.5. OHCS may require Subgrantee to perform some level of random audit of Program applications.

6.2.6. OHCS may release Subgrantee monitoring reports, agency audits, and any other compliance information to the Community Action Partnership of Oregon.

6.3. **Subgrantee to Fully Cooperate.** Subgrantee agrees to fully and timely cooperate with OHCS in performance of any and all monitoring and enforcement activities, including causing its subrecipients, vendors, and contractors to also cooperate by agreement. Failure by Subgrantee or any of its subrecipients or vendors to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Subgrantee to perform its obligations under this Agreement.

6.4. **Subrecipient Agreements and Monitoring by Subgrantee.** Subgrantee shall not enter into any agreement or renewal with subrecipients without prior written approval of OHCS. OHCS' approval of any subrecipient shall not relieve Subgrantee of any of its duties or obligations under this Agreement. Subgrantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement, each of which must be specifically incorporated into the subrecipient written agreements. OHCS reserves the right to request that any subrecipient agreement be submitted for review and approval by OHCS within ten (10) calendar days from the date of written request.

Subgrantee must determine whether relevant payments made or to be made in furtherance of this Agreement constitute an award under a subgrant received by a subrecipient or a payment for goods and services under a procurement contract received by a contractor. Determination must be made using the criteria set forth in 2 CFR Part 200.331 and subrecipient shall document the determination for monitoring purposes.

6.4.1. At least once during the term of this Agreement and as otherwise directed by OHCS, Subgrantee will monitor the activities and expenditures of its subrecipients as is reasonable to ensure: (1) compliance with this Agreement, including the Program requirements; and (2) achievement of this Agreement's performance goals, as determined by OHCS in its sole discretion.

6.4.2. Subgrantee's monitoring of its subrecipients must include: (1) an evaluation of each subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of subrecipient monitoring; (2) a review of financial and performance reports; and (3) follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR Part 200332 and other applicable federal regulations, as updated from time to time.

6.4.3. Subgrantee shall maintain documentation of its subrecipient monitoring. The documentation shall include, but is not limited to:

6.4.3.1. A legally binding document that complies with the requirements of this Agreement;

6.4.3.2. Documentation of the non-profit status of the subrecipient;

6.4.3.3. Copies of all the subrecipient's audits performed under the requirement of 2 CFR Subtitle B with guidance at 2 CFR, Part 200, as well as applicable supplemental regulations, if the subrecipient is required to have such an audit;

6.4.3.4. Documentation of follow-up that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means; and

6.4.3.5. Documentation of other methods used by Subgrantee for monitoring subrecipient activities.

6.5. **OHCS Findings and Reports.**

- 6.5.1. **Monitoring Visits; Reports.** During the term of this Agreement, OHCS may conduct monitoring visits, including review of Subgrantee and subrecipient files, records, and other information related to performance under this Agreement. OHCS generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit, usually through an exit interview. Within sixty (60) calendar days after an inspection, OHCS may provide Subgrantee with a written report of its findings from the inspection and may proscribe corrective action, which Subgrantee must timely satisfy.
- 6.5.2. **Ongoing Monitoring.** OHCS may continue to track and follow-up its monitoring findings and corrective actions with Subgrantee or its subrecipients through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees must resolve finding and other required corrective action actions within reasonable timeframe provided by OHCS.

7. Representations and Warranties.

- 7.1. **Organization / Authority.** Subgrantee represents and warrants that:
 - 7.1.1. Subgrantee is duly organized and validly existing in the State of Oregon;
 - 7.1.2. Subgrantee has all necessary rights, powers and authority under organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement; and (iii) receive financing, including the Grant Funds, for the Program work;
 - 7.1.3. This Agreement has been duly executed by Subgrantee and when executed by OHCS, constitutes a legal, valid, and binding obligation of Subgrantee enforceable in accordance with its terms;
 - 7.1.4. If applicable and necessary, the execution and delivery of this Agreement by Subgrantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
 - 7.1.5. There is no proceeding pending or threatened against Subgrantee before any court or governmental authority that if adversely determined would materially adversely affect the Program work or the ability of Subgrantee to carry out the Work.
- 7.2. **False Claims Act.** Subgrantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” made by (or caused by) Subgrantee that pertains to this Agreement or to the Work. Subgrantee certifies that no claim described in the previous sentence is or will be a “false claim” or an act prohibited by ORS 180.755. Subgrantee further acknowledges in addition to the remedies available to OHCS under this Agreement, if it violates the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subgrantee.
- 7.3. **No Limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Subgrantee.

8. Confidentiality.

- 8.1. Subgrantee must protect and must require and cause its subrecipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither Subgrantee nor its subrecipients or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. Subgrantee, its subrecipients and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

8.2. Subgrantee must ensure and must require and cause its subrecipients and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

9. **Insurance Requirements.** Subject to Section 9.2, Subgrantee must obtain and maintain insurance coverage in the types and amounts indicated in Exhibit H, and as required by this Section.

9.1. **Real Property.** If the Work includes the construction, remodel, or repair of real property or improvements to real property, Subgrantee must insure the real property and improvements against liability and risk of direct physical loss, damage, or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating, and maintaining similar property or facilities.

9.2. **Public Body Insurance.** If Subgrantee is a “public body” as defined in ORS 30.260, Subgrantee agrees to insure any obligations that may arise for Subgrantee under this Agreement, including any indemnity obligations, through (i) the purchase of insurance indicated in Exhibit H, (ii) the use of self-insurance or assessments paid under ORS 30.282 that are substantially similar to the types and amounts of insurance coverage indicated on Exhibit H, or (iii) a combination of any or all of the foregoing.

9.3. **First Tier Subgrantee / Contractor Insurance.** Subgrantee must require any subrecipients or any of its first-tier contractors to maintain insurance in the types and amounts that are commensurate with the type of work being performed by the subrecipients, or the first-tier contractors of Subgrantee or its subrecipients, and that are consistent with applicable industry standards.

10. [RESERVED].

11. **Governing Law; Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between OHCS or any other agency or department of the State of Oregon, or both, and Subgrantee that arises from or related to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

12. **Default.**

12.1. **Subgrantee.** Subgrantee will be in default under this Agreement upon the occurrence of any of the following events:

12.1.1. Subgrantee fails to use the Grant Funds for the intended purpose described in applicable Program Elements or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;

12.1.2. Subgrantee fails to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan;

12.1.3. Any representation, warranty, certification, or statement made by Subgrantee in this Agreement or in any documents or reports relied upon by OHCS to measure the Work, the expenditure of Grant Funds, or the performance by Subgrantee is untrue in any material respect when made; or

12.1.4. A petition, proceeding or case is filed by or against Subgrantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up,

or adjustment of debts; in the case of a petition filed against Subgrantee, Subgrantee acquiesces to such petition or such petition is not dismissed within twenty (20) calendar days after such filing, or such dismissal is not final or is subject to appeal; or Subgrantee becomes insolvent or admits its inability to pay its debts as they become due, or Subgrantee makes an assignment for the benefit of its creditors.

- 12.2. **OHCS.** OHCS will be in default under this Agreement if, after fifteen (15) calendar days written notice specifying the nature of the default, OHCS fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement; however, OHCS will not be in default if OHCS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source.

13. Remedies.

13.1. OHCS Remedies.

13.1.1. In the event Subgrantee is in default under Section 12.1 of this Exhibit A, OHCS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 14.2 of this Exhibit A; (ii) modifying any NOA under this Agreement; (iii) reducing or withholding payment for the Work that is deficient or that Subgrantee has failed to complete by any scheduled deadlines, including disallowing costs; (iv) suspending or recouping payments, or both; (v) requiring Subgrantee to complete, at Subgrantee's expense, corrective action or additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, in OHCS' sole discretion; (vi) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (vii) exercise of its right of recovery of overpayments under this Agreement; (viii) declaring Subgrantee ineligible for the receipt of future awards from OHCS; (ix) criminal action for misstatements or fraud, misfeasance, or other culpable behavior, and (x) investigation, audit, and/or sanction by other governmental bodies.

13.1.2. **No Waiver.** No failure or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13.1.3. **Survival.** Remedies provided under this Agreement or otherwise will survive termination of this Agreement.

- 13.2. **Subgrantee Remedies.** In the event OHCS is in default under Section 12.2 of this Exhibit A and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Work completed and accepted by OHCS and authorized expenses incurred, less any claims OHCS has against Subgrantee. In no event will OHCS be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits. Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

14. Termination.

14.1. **Mutual.** This Agreement may be terminated at any time by mutual written consent of the parties.

14.2. **By OHCS.** OHCS may terminate this Agreement as follows:

14.2.1. At OHCS' discretion, upon thirty (30) calendar days advance written notice to Subgrantee;

- 14.2.2. Immediately upon written notice to Subgrantee, if OHCS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OHCS' reasonable and administrative discretion, to perform its obligations under this Agreement;
- 14.2.3. Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted by OHCS in such a way that OHCS' performance under this Agreement is prohibited or OHCS is prohibited from funding the Agreement from the funding source; or
- 14.2.4. Immediately upon written Notice to Subgrantee, if Subgrantee is in Default under any provisions of this Agreement and such Default remains uncured fifteen (15) calendar days after written Notice thereof to Subgrantee.

14.3. **By Subgrantee.** Subgrantee may terminate this Agreement as follows:

- 14.3.1. If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if Subgrantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Agreement.
- 14.3.2. If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Work is prohibited by law or Agreement is prohibited from paying for the Work from the Grant Funds or other planned funding; or
- 14.3.3. Immediately upon written notice to OHCS, if OHCS is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to OHCS.

14.4. **Cease Activities.** Upon receiving a notice of termination of this Agreement, Subgrantee must immediately cease all activities under this Agreement, unless OHCS expressly directs otherwise in such notice. Upon termination, Subgrantee must deliver to OHCS all materials or other property that are or would be required to be provided to OHCS under this Agreement or that are needed to complete the Work that would have been performed by Subgrantee.

15. **Miscellaneous.**

15.1. **Conflict of Interest.**

- 15.1.1. **Generally.** By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement and the Work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.
- 15.1.2. **Conflict of Interest Policy and Reporting.** If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. Subgrantee will timely report to OHCS any perceived or actual conflict of interest. Subgrantee certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to OHCS upon OHCS' request, or as otherwise requested during a Subgrantee audit.

15.2. **Nonappropriation.** OHCS' obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OHCS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities

or monetary obligations of OHCS.

15.3. **Amendments.**

15.3.1. OHCS reserves the right to add or amend NOAs. Otherwise, the parties may not waive, supplement, or amend the terms of this Agreement, in any manner whatsoever, except by written amendment signed by the parties and for which all necessary OHCS approvals have been obtained.

15.3.2. Subgrantee's proposed changes to or additions of an Implementation Report may be made without amending this Agreement, but such changes or additions must be submitted to OHCS in writing and require the prior written approval of OHCS before such changes or additions become effective.

15.3.3. All federal terms and conditions included in this Agreement at the time of execution may be amended from time to time by the federal grantor or regulator of funds.

15.4. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) calendar days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

15.5. **Required Notifications to OHCS.** In addition to the requirements provided elsewhere in this Agreement, Subgrantee will immediately notify OHCS of any changes in key personnel including fiscal, program, and executive level leadership.

15.6. **Survival.** All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 2, 4.6, 4.7, 11, 13, 15.6, 15.7 and 15.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; however, termination of this Agreement will not prejudice any rights or obligations accrued to the parties under this Agreement prior to termination.

15.7. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

15.8. **Severability.** The parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.9. **Execution in Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

15.10. **Contribution.**

15.10.1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own

choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 15 with respect to the Third-Party Claim.

15.10.2. With respect to a Third Party Claim for which OHCS is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OHCS shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subgrantee in such proportion as is appropriate to reflect the relative fault of OHCS on the one hand and of Subgrantee on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OHCS on the one hand and of Subgrantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. OHCS's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

15.10.3. With respect to a Third Party Claim for which Subgrantee is jointly liable with OHCS (or would be if joined in the Third Party Claim), Subgrantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OHCS in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OHCS on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subgrantee on the one hand and of OHCS on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

15.10.4. Subgrantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnitee are subject to compliance with applicable provisions of ORS chapter 180.

15.11. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees will not exceed the rate charged to OHCS by its Department of Justice attorneys.

15.12. **Compliance with Law.** In connection with their activities under this Agreement, the parties must comply

with all applicable federal, state, and local laws. While OHCS will make reasonable efforts to update its program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the program.

- 15.13. **No Third-Party Beneficiaries.** OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.
- 15.14. **Assignment and Successors.** Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of OHCS and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OHCS' consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 15.15. **Contracts and Subgrants.** Subgrantee may not, without OHCS' prior written consent, enter into any contracts or subgrants for any of the Work. OHCS' consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.
- 15.16. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
- 15.17. **No Limitations on Actions of OHCS in Exercise of Its Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the parties that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transaction contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event will OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.
- 15.18. **Records Maintenance and Access.** Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipients' books and records related to this Agreement.
- 15.19. **Audits.**
- 15.19.1. **OHCS Required Audits.** As required by OHCS, Subgrantee will, and will cause its subrecipients to, submit to OHCS financial and compliance audits satisfactory to OHCS for such periods and programs covered by this Agreement.
- 15.19.2. **Federal Audits.** If Subgrantee expends \$1,000,000 or more in federal funds from all sources in a fiscal year, Subgrantee will have a single organization-wide audit conducted in accordance with the

provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and applicable federal regulations.

- 15.20. **Merger.** This Agreement, all Exhibits, and all incorporated documents, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 15.21. **Waiver.** No waiver or consent under this Agreement binds either Party unless writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

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2025-2027 MASTER GRANT AGREEMENT
Exhibit B:
Federal Terms and Conditions

1. FEDERAL FUNDS

- 1.1. If specified below, Agency’s payments to Subgrantee under this Agreement will be paid in whole or in part by funds received by OHCS from the United States federal government. If so specified then Subgrantee, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Work are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

- 1.2. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Subgrantee is a subrecipient Subgrantee is a contractor Not applicable

2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Agreement are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Subgrantee must ensure that any further distribution or payment of the federal funds paid under this Agreement by means of any contract, subgrant, or other agreement between Subgrantee and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.
- 2.3. Subgrantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Agreement.
- 2.4. Subgrantee must comply, and ensure the compliance by contractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subgrantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Subgrantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“**Contract**” means this Agreement or any contract or subgrant funded by this Agreement.

“**Contractor**” and “**Subrecipient**” and “**Non-Federal entity**” mean Subgrantee or Subgrantee’s contractors or subrecipients, if any.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935](#)), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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”). The Act provides that each contractor or subrecipient must 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the 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 a 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 must be required to work in surroundings or under working conditions which 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.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must

not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.323 Procurement of recovered materials: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.323>.
- (K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>.
- (L) See § 200.322 Domestic preferences for procurements: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>.
- (M) See [41 U.S.C. §§ 8301–8305](#) Build America Buy America Act

Subgrantee is subject to the following provisions, as applicable.

(A) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$1,000,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

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

3. ADDITIONAL FEDERAL REQUIREMENTS

(A) Other Environmental Standards. Subgrantee shall comply and require all subrecipients to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and

Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

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

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

- i. 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.
- ii. 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, Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- iii. Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- iv. 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.
- v. No part of any federal funds paid to Subgrantee under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- vi. 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.

- vii. The prohibitions in subsections (v) and (vi) 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.
- viii. No part of any federal funds paid to Subgrantee under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage

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

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

- i. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant;

and

- (2) Any rights of copyright to which a subgrantee, subrecipient or a contractor purchases ownership with grant support.
 - ii. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - iii. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- (F) Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- i. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - ii. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - iii. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Subgrantee, and Subgrantee shall also include these Agreement provisions in its contracts with non-Federal entities.
- (G) Requirement to report breach of personally identifiable information (“PII”) per OMB M-17-12. Subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of breach (as defined in OMB M-17-12) if it (or a subrecipient) either (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or (2) uses or operates a Federal information system. Subgrantee’s breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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2025-2027 MASTER GRANT AGREEMENT
Exhibit C:
Oregon State Historic Preservation Office Agreement

1. **Introduction**

OHCS has entered into a Programmatic Agreement (“Programmatic Agreement”) with the United States Department of Energy (“USDOE”), Oregon State Historic Preservation Office (“ORSHPO”) and the Advisory Council on Historic Preservation (“ACHP”) regarding properties affected by use of federally funded state weatherization assistance.

OHCS has determined that the administration of these programs may have an affect on properties included in or eligible for inclusion in the National Register of Historic Places (National Register) and has consulted with ORSHPO pursuant to 36 CFR 800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470F).

2. **Stipulations**

OHCS and Subgrantee agree that the programs will be administered in accordance with the following stipulations to satisfy the Section 106 responsibilities for all individual undertakings of the weatherization assistance.

A. APPLICABILITY

Subgrantee shall ensure that the review process established by the Programmatic Agreement will be completed prior to weatherization measures being installed. Undertakings that involve properties greater than fifty (50) years old and are not listed in Section B- Exempt Activities, shall be submitted to the ORSHPO for review in accordance with this agreement.

B. EXEMPT ACTIVITIES - PROJECTS NOT REQUIRING REVIEW BY ORSHPO

All undertakings will be done in accordance with applicable local building codes or the International Building Code, where applicable. In accordance with 36 CFR 800.3(a)(1), the following undertakings have been determined to have no potential to cause effects on historic properties:

1. Projects affecting properties less than fifty (50) years old at the time the work takes place; provided it has not been determined to be eligible under National Register Criterion Consideration G for exceptional significance (36 CFR 60.4).
2. Exterior Work
 - a. Air sealing of the building shell, including caulking, weather-stripping, window glazing and in-kind glass replacement on windows and doors, and installing thresholds in a manner that does not harm or obscure historic windows or trim, or prevent them from operating.
 - b. Thermal insulation, such as non-toxic fiberglass and foil wrapped, in walls, floors, ceilings, attics, and foundations in a manner that does not harm or damage historic fabric.
 - c. The installation of dense pack wall insulation when the following conditions are met:
 - i. The installation is performed by a qualified contractor who follows the standards and guidelines that OHCS has implemented for dense pack insulation (dry installation) and must meet the maximum air permeance measured using BPI – 102 “Standard for Air Resistance of Thermal Insulation Used in Retrofit Cavity Applications”;
 1. Cellulose: density of installed insulation must be 3.5 pounds/cu ft.

2. Fiberglass: density of installed insulation must be 2.5 pounds/cu ft or meet manufacturer's specifications. Material must meet ASTM C522, E283, or E2178.
 - ii. The building does not display construction methods, techniques, and/or materials that are uniquely susceptible to damage that could be caused by the introduction of wall insulation (e.g., the siding does not appear to be able to withstand removal and replacement; the siding is masonry or stucco; there appear to be unique historic wall assemblies);
 - iii. Portions of the siding are carefully removed before blowing dense pack cellulose into the walls, and then replaced;
 - iv. The exterior wall surface is free from areas where water can leak into the wall cavity (caulking around window openings and other wall penetrations has occurred or is part of the project);
 - v. There are no untreated wood members in direct contact with the ground, and the distance from the ground to the sill plate is more than 6 inches to keep water from wicking up into the wall cavity;
 - vi. The potential for splash back from rain dripping from roofs is minimized with functioning gutters and/or other water diversion features;
 - vii. There are overhanging eaves, and/or other protection is in place to protect the wall surface from the elements (rain and wind);
 - viii. Post diagnostic testing (blower door tests) results must meet the ASHRAE 62.2-2016 Standard;
 - ix. Number of occupants and use is considered in evaluating expected interior moisture levels; and
 - x. Exhaust Fans are installed according to ASHRAE 62.2-2016 Standard.
 - d. Removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.
 - e. Reflective roof coating in a manner that matches the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline, or where not on a primary roof elevation or visible from the public right-of-way.
 - f. Storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
 - g. In-kind replacement or repair of primary windows, doors and door frames. In-kind is defined as an exact replacement of existing material type, design, dimensions, texture, detailing, finish and exterior appearances.
 - h. Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface composite.
 - i. Weatherization of mobile homes and trailers.
3. Interior Work:

Special Note: Undertakings to interior spaces where the work will not be visible from the public right of way; no structural alterations are made; no demolition of walls, ceilings or floors occurs; no drop ceilings are added; no character defining interior features will be impacted, or no walls are leveled with furring or moved,

will be automatically excluded from ORSHPO review. This work includes:

- a. Energy efficiency work within the building shell:
 - i. Thermal insulation in walls, floors, ceilings, attics, crawl spaces, ducts and foundations;
 - ii. Blown in wall insulation installed from the interior where no decorative plaster or character defining features are damaged;
 - iii. Plumbing work, including installation of water heaters;
 - iv. Electrical work, including improving lamp efficiency;
 - v. Sealing air leaks using weather stripping, door sweeps, and caulk and sealing major air leaks associated with bypasses, ducts, air conditioning units, etc.;
 - vi. Repair or replace water heaters;
 - vii. Adding adjustable speed drives such as fans on air handling units, cooling tower fans, and pumps;
 - viii. Install insulation on water heater tanks and water heating pipes;
 - ix. Install solar water heating systems, provided the structure is not visible from the public right of way;
 - x. Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment;
 - xi. Repair or replace electric motors and motor controls like variable speed drives;
 - xii. Incorporate other lighting technologies such as dimmable ballasts, day lighting controls, and occupant-controlled dimming.
- b. Work on heating and cooling systems:
 - i. Clean, tune, repair or replace heating systems, including furnaces, boilers, heat pumps, vented space heaters, and wood stoves;
 - ii. Clean, tune repair or replace cooling systems, including central air conditioners, window air conditioners, heat pumps, and evaporative coolers;
 - iii. Install insulation on ducts and heating pipes;
 - iv. Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers;
 - v. Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replace diffusers and registers, replace air filters, install thermostatic radiator controls on steam and hot water heating systems;
 - vi. Install programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HVAC control systems.

- c. Energy efficiency work affecting the electric base load of the property:
 - i. Convert incandescent lighting to fluorescent;
 - ii. Add reflectors, LED exit signs, efficient HID fixtures, and occupancy (motion) sensors;
 - iii. Replace refrigerators and other appliances.
- d. Health and safety measures
 - i. Installing fire, smoke or carbon dioxide detectors / alarms;
 - ii. Repair or replace vent systems on fossil-fuel-fired heating systems and water heaters to ensure that combustion gasses draft safely to outside;
 - iii. Install mechanical ventilation, in a manner not visible from the public right of way, to ensure adequate indoor air quality if house is air-sealed to building tightness limit.

C. OHCS/SUBGRANTEE/SUBRECIPIENT RESPONSIBILITIES

- 1. Subgrantee will, and will cause and require by contract that its Subrecipients, retain access to pre- and post-documentation of the weatherization work completed, including the scopes of work and photographs as part of its permanent project records.
- 2. OHCS will monitor every Subgrantee, and Subgrantee will monitor each of its Subrecipients, for compliance with the Programmatic Agreement according to established guidelines and Subgrantee hereby agrees, and will require that each of its Subrecipients agree:
 - a. to cooperate with such monitoring; and
 - b. to satisfy all applicable Section 106 requirements, including but not limited to the Secretary of Interior's Standards for Rehabilitation.

D. ORSHPO/ACHP RESPONSIBILITIES

- 1. ORSHPO is permitted thirty (30) calendar days after the receipt of any submitted documentation to review and comment on such material. If ORSHPO does not provide comments within this time period, it may be assumed that ORSHPO accepts the documentation to meet the reporting requirements of this agreement.
- 2. The ACHP shall be responsible for providing technical guidance, participating in dispute resolutions if appropriate, and monitoring the effectiveness of this Programmatic Agreement.

E. DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or is affected in an unanticipated manner, the Subgrantee responsible for the weatherization will assume its responsibilities pursuant to 36 CFR 800.13. Subgrantee will require that any of its Subrecipients responsible for the weatherization will assume its responsibilities pursuant to 36 CFR 800.13.

F. REPORTING

Subgrantee will, and will cause and require by contract that its Subrecipients, report all projects that fall under this Programmatic Agreement in the OPUS database upon completion.

G. MONITORING

USDOE, ACHP, and ORSHPO may monitor any undertakings carried out pursuant to this Programmatic Agreement. The ACHP may review undertakings, if requested by USDOE. USDOE shall be entitled to address and make determinations on overall policy or administrative issues related to the implementation of these Programs.

H. DISPUTE RESOLUTION

1. Should ORSHPO object within the time frames outlined in this Programmatic Agreement to any project undertakings, the Subgrantee shall consult further with ORSHPO to attempt to remove the basis for the ORSHPO's objection. In the event that ORSHPO's objection is not withdrawn, then OHCS shall refer the matter to USDOE. OHCS shall forward all documentation relevant to USDOE, who will notify and consult with ACHP.
2. ACHP will provide its recommendations, if any, within 21 days following receipt of relevant documentation. USDOE will take into account the ACHP's recommendations or formal comments in reaching a final decision regarding the dispute.

I. TERMINATION

USDOE, ORSHPO, or OHCS may terminate the Programmatic Agreement, provided that the party proposing termination notifies the other signatories and the ACHP in writing explaining the reasons for termination and affording the other signatories at least thirty (30) days to consult and seek alternatives to termination.

J. FAILURE TO COMPLY WITH TERMS OF AGREEMENT

In the event that the terms of the Programmatic Agreement cannot be carried out by the Subgrantee, no action will be taken or sanction of any action or any irreversible commitment by the Subgrantee that would result in an adverse effect to historic properties or would foreclose the ACHP's consideration of modifications or alternatives to the undertaking.

K. LIABILITY LIMITATIONS

In the event that the terms of the Programmatic Agreement are not carried out by the Subgrantee as indicated in Exhibit E, the Subgrantee hereby assumes all responsibility for the weatherization projects as indicated in the Programmatic Agreement or this Agreement.

L. THIRD PARTY BENEFICIARY

ORSHPO is expressly made a third-party beneficiary to the Subgrantee's obligations set forth in this Exhibit E and shall be entitled to enforce the terms thereof.

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Exhibit D:

Definitions

Certain words and phrases in this Agreement, including but not limited to, the applicable Program Element have the meanings provided herein, as stated in federal, state, local laws, regulations, and rules or as otherwise provided by OHCS, unless the context clearly requires otherwise:

Word/Phrase	Program Applicability:	Meaning
“Agency” or “OHCS”	All Programs	Means the Housing and Community Services Department for the state of Oregon.
“Allocation”	All Programs	Means an amount of funding made available to a Subgrantee to be used for a specific purpose.
“Allowable Cost”	All Programs	Means the costs described in the 2 CFR Subtitle B with guidance at 2 CFR Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
“Applicant”	All Programs	Means any person who applies to receive program benefits.
“ASHRAE”	BPA WAP, DOE WAP, ECHO, DOE BIL, LIHEAP WX, DR-LIHEAP WX	Means the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.
“Assurance 16 Funds”	LIHEAP, DR-LIHEAP	Means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.
“Baseload Services”	BPA WAP, DOE WAP, DOE BIL, ECHO, LIHEAP WX, DR-LIHEAP WX	Means any measure that reduces non-heating and cooling costs. These measures can include, but are not limited to, energy efficient lighting, water saving devices, and high efficiency water heaters.
“Client”	All Programs	Means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
“Committed”	All Programs	Means an amount of funding reserved for specific client or project that subgrantee believes, in their best judgement, will be spent but has not been requested from OHCS.

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“Crisis Assistance”	LIHEAP, OEAP, DR-LIHEAP	Means the assistance provided to low-income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.
“Deferral”	BPA WAP, DOE WAP, DOE BIL, ECHO, LIHEAP WX, DR-LIHEAP WX	Means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.
“Disallowance of Costs”	All Programs	Means money disbursed to Subgrantee by OHCS under this Agreement and expended by Subgrantee that: <ul style="list-style-type: none"> a. Is identified by the Federal Government as an improper use of federal funds, a federal notice of disallowance, or otherwise; or b. Is identified by OHCS as expended in a manner other than that permitted by this Agreement; or c. Is identified by OHCS as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
“DOE”	BPA WAP, DOE WAP, DOE BIL, LIHEAP, DR-LIHEAP WX	Means the Federal Department of Energy.
“Elderly Household”	ERA	Means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit, where at least one member of the household is age 58 or older.
“Eligible Dependent Child”	HSP	Means an unmarried or separated individual who is either under the age of eighteen (18) years OR is under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.
“Eligible TANF Household”	HSP	Means a low-income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit, and receiving TANF.
“Emergency Shelter”	EHAP, ESG, SHAP	Means any appropriate facility that has the primary use of providing temporary shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
“Energy Education”	BPA WAP, DOE WAP, DOE BIL, ECHO, LIHEAP WX, DR-	Means the activities and instruction designed to help low-income clients make informed decisions to effectively reduce energy consumption.

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	LIHEAP WX	
“Expenditure Period”	All Programs	Means the time period in which the funds are intended to be used.
“Expenditure Plan”	All Programs	Means an element of a Subgrantee’s Implementation Report that establishes the timing and amount spent and is at intervals no less frequent than what is established in the spending targets.
“Extremely Low Income”	EHAP, ERA, ESG, HTBA, SHAP	Means an annual household income that is at or less than 30% of area median income based on HUD determined guidelines, adjusted for family size.
“Equipment”	All Programs	Means tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by subgrantee, or as defined in 2 CFR 200.33.
“Funding Agreement” or “Agreement”	All Programs	Means the master grant agreement together with all incorporated documents and references, to be executed by and between OHCS and the Subgrantee Agency in form and substance satisfactory to OHCS, as a condition precedent for receipt of program funding from OHCS.
“Funding Application”	All Programs	Means the Subgrantee Agency’s application to OHCS for a program grant.
“HHS”	CSBG, HSP, LIHEAP, LIHEAP WX, DR-LIHEAP, DR-LIHEAP WX	Means U.S. Department of Health and Human Services.
“HMIS”	CSBG, EHAP, ERA, ESG, HSP, HTBRA, SHAP	Means Homeless Management Information System.
“HOME”	HTBRA	Means HUD’s HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.
“Home Energy Supplier”	LIHEAP, DR-LIHEAP	Means a supplier who either delivers home energy in bulk to households or provides home energy continuously via wire or pipe.
“Home Energy Supplier”	OEAP	Means Portland General Electric and Pacific Power utility vendors.

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“Homeless”	EHAP, ERA, ESG, HSP, SHAP	Means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the Program Manual for the applicable program.
“Household”	CSBG, EHAP, ESG, HTBRA, SHAP	Means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.
“Household”	LIHEAP, OEAP, DR-LIHEAP,	Means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.
“Housing”	HTBRA	<p>Means rental unit, which may be in a rental complex or a free-standing single-family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing.</p> <p>Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.</p>
“Implementation Report”	All Programs	<p>Means the Subgrantee’s OHCS-approved implementation plan for the use of program funds with respect to applicable program elements.</p> <p>Implementation Reports may be submitted by the Subgrantee and approved by OHCS after the Effective Date of this Agreement at OHCS’s discretion.</p>
“Income”	All Programs	Means the total household income from all sources before taxes, which may be reduced by deductions allowed by OHCS in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.
“Low-Income Household”	CSBG	Means a household with an annual household income at or less than 200% of the federal poverty guidelines or the maximum as assigned by HHS-ACF-OCS.
“Low-Income Household”	EHAP, ERA, ESG, HTBRA, SHAP	Means a household with an annual household income that is more than 50%, but below 80% of the area median income based on HUD determined guidelines, as adjusted for family size.
“Low-Income Household”	HSP	Means household with an annual income that is at or below 185% of the federal poverty guidelines and which household assets do not exceed \$10,000.

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“Low-Income Household”	BPA WAP, DOE WAP, DOE BIL, ECHO WAP, LIHEAP WX, DR-LIHEAP WX	Means a household with income that is at or below 200% of the federal poverty level.
“Low-Income Household”	LIHEAP, OEAP, DR-LIHEAP	Means a household with income that is at or below 60% of state median income.
“Maintenance of Effort”	HSP	Means ODHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount required by OHCS as defined in the Program Manual and approved by OHCS.
“Migrant and Seasonal Farmworker”	All Programs	Means an agricultural worker established in ORS 315.163.
“Migrant and Seasonal Farmworker Organization”	CSBG	Means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.
“NOA”	All Programs	Means Notice of Allocation which is issued by OHCS to Subgrantee to award, distribute, or recapture grant funds under this Agreement as they are requested, come available, or are revoked under a program.
“ODHS”	HSP	Means the Department of Human Services for the state of Oregon.
“Participant”	All Programs	Means a household who receives program services.
“Peer Exchange”	BPA WAP, DOE WAP, DOE BIL, ECHO WAP, LIHEAP WX, DR-LIHEAP WX, LIHEAP, OEAP	Means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.
“Program” or “Program Elements” or use of acronym to identify the program	All Programs	Means the program administered by OHCS pursuant to all applicable federal, state, local laws, rules and regulations.
“Program Manual” or “Manual”	CSBG, EHAP, ERA, ESG, HSP, HTBRA, SHAP, LIHEAP, OEAP, DR-LIHEAP	Means the program operations manual or guidelines, as amended from time to time.
“Program Requirements” or “Legal Requirements”	All Programs	Means all terms and conditions of the Agreement, incorporated exhibits, department directives (including deficiency notices), and including applicable, federal, state laws, rules and regulations, executive orders, applicable administrative rules and OHCS program manuals and local ordinances and codes all as amended from time to time.

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“Program Services”	CSBG, EHAP, ERA, ESG, HSP, HTBRA, SHAP	Means allowable services and activities as defined by the program laws, rules, regulations and eligible under the program.
“Projected (Advance) Expense”	All Programs	Means a payment made by OHCS to Subgrantee before Subgrantee disburses the funds for program purposes.
“Poverty Guideline”	CSBG, HSP	Means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.
“Qualified Household” or “Eligible Household”	BPA WAP, DOE WAP, DOE BIL, ECHO WAP, LIHEAP WX, DR-LIHEAP WX	Means any household that meets the qualifications to receive weatherization services.
“Real Property”	All Programs	Means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
“REM/Design”	BPA WAP, DOE WAP, DOE BIL, ECHO WAP, LIHEAP WX, DR-LIHEAP WX	Means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project or measure.
“Reimbursement”	All Programs	Means the subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
“Savings to Investment Ratio (SIR)”	BPA WAP, DOE WAP, DOE BIL, ECHO, WAP, LIHEAP WX, DR-LIHEAP WX	Means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.
“Self-Sufficiency”	CSBG, HTBRA	Means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care and accessing needed services.
“Subgrantee” or “Subgrantee Agency”	All Programs	Means is a qualified entity, which has demonstrated its capacity and desire to utilize Housing Stabilization program funds to administer Housing Stabilization programs in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time).
“Subaward”	All Programs	Means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.

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“Subrecipient”	All Programs	Means a qualified entity that enters into a written agreement with the subgrantee, satisfactory to OHCS, to provide program services to qualified participants.
“TANF”	HSP	Means Temporary Assistance to Needy Families” grant as delivered by ODHS.
“Very-Low Income”	EHA, ERA, HTBRA	Means an annual household income that is at or less than 50% of the area median income based on HUD determined guidelines adjusted for family size.
“Veteran”	EHAP	Means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a non-service-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the Program Manual.
“Weatherization Services”	BPA WAP, DOE WAP, DOE BIL, ECHO WAP, LIHEAP WX, DR-LIHEAP WX	Means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal improvements such as wall, attic, and floor insulation.

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Exhibit E:
Program Element General Terms and Conditions

Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the Program in a manner satisfactory to OHCS and in compliance with all Program requirements, including but not limited to the following terms and conditions:

- 1) Assure that Program funds are used only for Program services consistent with Program requirements.
- 2) Assure that Program funds are used to supplement existing funding, where allowable, to support existing projects or to establish new projects, where allowable. Unless otherwise stated, program funds may not be used to replace existing funding.
- 3) Ensure that Program funds are invoiced within the time limitations set by OHCS. Program funds not invoiced within the Program Element period may be recaptured by OHCS at OHCS' discretion.
- 4) Serve only households whose eligibility has been determined in compliance with Program requirements.
- 5) Be responsible to OHCS for any losses resulting from improper or negligent issuance of Program funds. Subgrantee shall repay such funds to OHCS within fifteen (15) calendar days upon written demand from OHCS.
- 6) 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 subgrantee. Denial, termination, appeal, and fair hearing procedures, including as implemented, are subject to OHCS review and revision.
- 7) Subgrantee 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.
- 8) Be responsible for maintaining an internal controls framework, satisfactory to OHCS, 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:
 - a. Establishment and maintenance of regular subrecipient monitoring practices.
 - b. Obtaining prior written approval from OHCS, within 30 calendar days, when adding additional subrecipients or renewing any subrecipients.
 - c. Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - d. 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.
 - e. Establishment and maintenance of clear procedures for management of 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 OHCS.
- 9) Allow OHCS and its representatives, including but not limited to the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives access to, and to furnish whatever information and documentation OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor

progress or performance to determine conformity with Program requirements. Subgrantee shall permit OHCS and its representatives to visit its sites and require subrecipients to permit OHCS and its representatives to visit their sites, to inspect same, and to review, audit, and copy all records OHCS and its representatives deem pertinent to evaluating or enforcing Program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee and its subrecipients shall cooperate fully with OHCS and its representatives.

- 10) Maintain accurate financial records satisfactory to OHCS, which document, among other things, the receipt and disbursement of all funds provided through the Program by OHCS; and have an accounting system in place satisfactory to OHCS, which meets, among other things, generally accepted accounting principles.
- 11) Maintain other Program records satisfactory to OHCS, which document, among other things, client eligibility requirements, receipt of allowable Program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to OHCS.
- 12) Provide OHCS with reports, data, and financial statements, in format and substance satisfactory to OHCS, within the timeline provided by OHCS, as may be required or requested from time to time by OHCS.
- 13) Assure that data collection and reporting, including data entry for Program funded activities, be conducted through the use of an OHCS approved data collection system (such as HMIS and OPUS), where applicable by Program requirements.
- 14) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.

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Exhibit E-1:

Program Element (PE) 01: Community Services Block Grant Program (CSBG)

1. **Description.** The Community Services Block Grant (“CSBG”) Program is an anti-poverty block grant program federally funded by the U.S. Department of Health and Human Services (“DHHS”), Administration for Children and Families (“ACF”), Office of Community Services (“OCS”), that provides funds for distribution principally to Oregon’s local community action agencies to create programs and services that reduce the causes of poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.569, Public Law 105-285, OAR Chapter 813 Division 210, OAR Chapter 813 Division 230, and 45 CFR 96. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
 - B) Subgrantee shall, and shall cause and require its subrecipients by contract to administer CSBG funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Use grant funds allocated specifically by OHCS for allowable administrative and overhead costs in order to provide the services outlined in this Agreement. Subgrantee shall adhere to the DHHS CSBG administrative efficiency measure of a maximum of 17% or a reasonable measure as approved by OHCS. Allowable administrative costs are defined as costs related to the general management of the grantee organization. Allowable program costs are defined as costs that can be specifically identified with program activities including but not limited to, management, service delivery and data collection, undertaken by subgrantee or subrecipients to achieve an outcome intended by the funding program.
 - 2) Assure that funds allocated through CSBG shall be used to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et. seq.), homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families.
 - 3) Use program funds to implement different strategic approaches designed to reduce or eliminate one or more conditions that block the achievement of economic self-sufficiency for low-income households. Such strategies must have measurable and potentially major impact on the causes of poverty in communities in the service area where poverty is a particularly acute problem. Allowable services and activities may include, but are not limited to helping members of low-income households:
 - a. Secure and retain meaningful employment;
 - b. Attain an adequate education;
 - c. Make better use of available income;
 - d. Obtain and maintain adequate housing and a suitable living environment;
 - e. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing and employment-related assistance;

- f. Remove obstacles and solve problems that block the achievement of self-sufficiency;
 - g. Achieve greater participation in the affairs of the community; and
 - h. Make effective use of other programs related to the purpose of this OAR Chapter 813, Division 210.
- 4) Use program funds for a variety of services and activities intended to reduce or eliminate poverty conditions in communities in the service area, including but not limited to:
- a. Providing on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services as may be necessary to counteract conditions of starvation and malnutrition among low- income households;
 - b. Coordinating and establishing linkages between government and other social service programs to assure the effective delivery of such services to low-income households; and
 - c. Encouraging the participation of private sector entities in community efforts to ameliorate poverty in the service area.
- 5) Assure that households receiving CSBG program benefits do not have annual incomes which exceed 125% of the federal poverty guidelines or the maximum as assigned by DHHS, ACF, OCS. Income verification includes but is not limited to: wages (pay stubs), assistance payments such as alimony, Supplemental Security Income, Temporary Assistance of Needy Families, child support, veteran's benefits, unemployment benefits, worker's compensation, retirement/pension and social security benefits.
- 6) Assure that all necessary documentation is included in household files, all in form and substance satisfactory to OHCS. Required documents for each client household are as follows:
- a. Application/intake form that includes client demographics;
 - b. Intake form must contain language by which the client certifies that all information contained on the form is true and correct to the best of client's knowledge and is signed by client and staff member;
 - c. Verification that household income does not exceed 125% of the federal poverty line or the maximum as assigned by DHHS, ACF, OCS.
 - d. Documentation of income or self-declaration for clients with zero income;
 - e. Evidence that client was apprised of grievance procedures;
 - f. Authorization of Release of Information, signed and dated by client and staff member;
 - g. Confidentiality statement, signed and dated by client and staff member;
 - h. If applicable, evidence that the client was informed of their potential eligibility for child support services and informed of the locations of local resources;
 - i. Entrance, exit date, reason for exiting the program, housing status at exit; and
 - j. Such other documentation as OHCS may from time to time require.
- 7) Administer the Community Services Block Grant program through a tripartite board composed of 1/3 public officials, no fewer than 1/3 are representative of low-income individuals and families and 1/3 are officials or members of business, industry labor, religious, law enforcement, education or other major groups and

interests in the community served.

- 8) Retain and keep accessible all program records for a minimum of six (6) years, or such longer period as may be required by applicable law and state records retention requirements, following final payment and termination of program involvement, or until the conclusion of any audit, controversy or litigation arising out of or related to the program, whichever date is later

3. Program Specific Reporting.

- A) Subgrantee shall and shall cause and require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this Agreement. Subgrantee may request a reporting deadline extension when necessary.
- B) Subgrantee shall provide OHCS with quarterly reports covering items set forth in OAR 813-210-0025(2), (3), and (4) which shall be in a format prescribed by OHCS. Such reports shall be coded in such a way as to allow the linking and analysis of expenditures for each separate service funded by the program.
- C) Reports submitted shall include:
 - 1) Annual submission of the CSBG Organizational Standards assessment and the Board Management Module, by date determined by OHCS.
 - 2) Annual submission of the CSBG Annual Report, by date determined by OHCS
 - 3) Additional reports as needed or requested by OHCS.

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Exhibit E-3:

Program Element (PE) 03: Emergency Housing Assistance Program (EHAP)

1. **Description.** Emergency Housing Assistance Program (EHAP) provides a variety of state, federal or other funds to supplement existing local OHCS programs and establish new programs designed to prevent and reduce homelessness. EHAP can be used for the following program service components: financial assistance to support participants financial needs; program delivery to support costs associated with delivery EHAP; shelter/transitional housing operations to support sheltering options; emergency systems and strategy strengthening to support the local houseless planning efforts; rehabilitation or conversion of a shelter or transitional housing units; and engagement activities to encourage lived-experience feedback on program delivery and design.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements identified in OAR 813.046.0011 to 813.046.0081 as amended. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including the State Houseless Funds Operations Manual (the “Program Manual”) and including, but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.
 - 2) A portion of Grant Funds, as determined by OHCS, shall be allocated to exclusively serve eligible veterans, as defined by program requirements.
 - 3) Conduct an initial evaluation to determine eligibility for program services in alignment with OHCS program requirements.
 - 4) Assure that program services are available to Oregon houseless or unstably housed individuals and families and low-income households in alignment with OHCS program eligibility requirements.
 - 5) Evaluate program participant eligibility and need for financial assistance and program services in compliance with program requirements.
 - 6) Assure that regardless of outreach and targeting efforts to reach specific populations, that no person is excluded from applying for program funds, nor excluded from receiving available assistance or services funded through the Emergency Housing Assistance Program when eligibility requirements are met. Targeting of specific populations shall not violate the Fair Housing Act, any state or local housing laws or regulations that prohibit discrimination or anti-discriminatory requirements. Outreach and targeting efforts shall be reported to OHCS in the Annual Report.
 - 7) Assure that any prioritization of specific populations is directed only by OHCS and that no person is excluded from applying for and receiving available assistance or services funded through the Emergency Housing Assistance Program, after serving the needs of the priority population and when eligibility requirements are met.

- 8) Adhere to OHCS program standards in alignment with the Program Manual as determined by OHCS.
- 9) Ensure the expenditure of funds within the performance period in accordance with an OHCS-approved spend down plan and the timely request of funds every 60 calendar days, or more frequently.

3. Program Specific Reporting.

- A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required and in alignment with the Program Manual.
- B) In alignment with the Program Manual and as needed for the reporting outcomes, client data and service transactions must be entered in a Homeless Management Information System (HMIS) or an HMIS-comparable system for Victim Services Providers.

4. Performance Measures.

- A) Subgrantee shall and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
 - 1) Increased housing stability as measured by the percentage of program participants who reside in permanent housing and maintain permanent housing for six months from the time of program or project exit.

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Exhibit E-4:

Program Element (PE) 04: State Homeless Assistance Program (SHAP)

1. **Description.** The State Homeless Assistance Program (“SHAP”) provides state funds to help meet the emergency needs of houseless Oregonians by providing operational support for emergency shelters and the supportive services directly related to them. SHAP funds are available for the following program service components: financial assistance to support participants financial needs; program delivery to support costs associated with delivery SHAP; shelter operations to support sheltering options; and the rehabilitation or renovation of a shelter.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR Chapter 813, Division 240 as amended and ORS 458.505 to 458.545. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including the State Homeless Funds Operations Manual (the “Program Manual”) and including, but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.
 - 2) Conduct an initial evaluation to determine eligibility for program services in alignment with department the Program Manual.
 - 3) Assure that regardless of outreach and targeting efforts to reach specific populations, that no person is excluded from applying for program funds, nor excluded from receiving available assistance or services funded through the SHAP when eligibility requirements are met. Targeting of specific populations shall not violate the Fair Housing Act, any state or local housing laws or regulations that prohibit discrimination or anti-discriminatory requirements. Outreach and targeting efforts shall be reported to OHCS in the Annual Report.
 - 4) Assure that any prioritization of specific populations is directed only by OHCS, and that no person is excluded from applying for and receiving available assistance or services funded through the SHAP, after serving the needs of the priority population and when eligibility requirements are met.
 - 5) Adhere to OHCS program standards in alignment with the Program Manual as determined by OHCS.
 - 6) Ensure the expenditure of funds within the performance period in accordance with an OHCS-approved spend down plan and the timely request of funds every 60 calendar days, or more frequently.
3. **Program Specific Reporting.**
 - A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required and in alignment with the Program Manual.
 - B) In alignment with the Program Manual and as needed for the reporting outcomes, client data and service

transactions must be entered in a Homeless Management Information System (“HMIS”) or an HMIS-comparable system for Victim Services Providers (VSPs).

4. Performance Measures.

Subgrantee shall and shall cause and require its subrecipients by contract to administer the program in a manner consistent with the Program Manual designed to increase housing stability as measured by the percentage of total program participants who reside in permanent housing at time of exit from the program or project funded by the program.

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Exhibit E-5:

Program Element (PE) 05: Housing Stabilization Program (HSP)

1. **Description.** The Housing Stabilization Program (“HSP”) provides temporary financial assistance and support services to stabilize housing for low-income eligible families who are houseless or unstably housed and receiving Temporary Assistance for Needy Families (“TANF”) or who are TANF-eligible as determined by Oregon Department of Human Services. HSP funds are available for the following program service components: housing assistance, and program delivery, pursuant to CFDA 93.558; 45 CFR 260, 263, and 264.50; 42 U.S.C. Chapter 7; OAR Chapter 813 Division 051 as amended; ORS 124.060 through 065; 411.320; 419B.010 through 015; 430.735 through 765; and 458.505 through 458.545.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.558; 45 CFR 260, 263, and 264.50; OAR Chapter 813 Division 051 as amended; and ORS 124.060 through 065; and 458.505 through 458.545. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including the Housing Stabilization Program Operations Manual (“the Program Manual”) and including, but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.
 - 2) Conduct an initial evaluation to determine eligibility for program services in alignment with OHCS the Program Manual.
 - 3) Assure that all households are Temporary Assistance for Needy Families (“TANF”) recipients or TANF eligible, determined by Oregon Department of Human Services (“ODHS”).
 - 4) Assure that program services are available to Oregon houseless or unstably housed families
 - 5) Assure for participants receiving more than one-time only assistance that each program participant’s housing stability plan is jointly developed and coordinated with ODHS and program participant.
 - 6) Coordinate with local ODHS branch and district offices to increase partnerships that includes a referral process and tracking of ODHS referrals in compliance with the Program Manual for a period of time in which the subgrantee has available program funds. Sharing of assessment and case plan documents to avoid unnecessary duplication of effort is encouraged. Collaboration shall be outlined and approved by OHCS in the Subgrantee Agency’s funding application.
 - 7) Ensure that regardless of outreach and targeting efforts to reach specific populations, that no person is excluded from applying for program funds, nor excluded from receiving available assistance or services funded through the Housing Stabilization Program when eligibility requirements are met.
 - 8) Targeting of specific populations shall not violate the Fair Housing Act, any state or local housing laws or regulations that prohibit discrimination, or anti-discriminatory requirements. Outreach and targeting efforts

shall be reported to OHCS in the Annual Report.

- 9) Perform a criminal records check on any staff working directly with HSP applicants and participants in compliance with the Program Manual.
- 10) Adhere to OHCS program standards in alignment with the Program Manual as determined by OHCS.
- 11) Ensure the expenditure of funds within the performance period in accordance with an OHCS-approved spend down plan and the timely request of funds every 60 calendar days, or more frequently.

3. Program Specific Reporting.

- A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required and in alignment with the Program Manual.
- B) In alignment with the Program Manual and as needed for the reporting outcomes, client data and service transactions must be entered in a Homeless Management Information System (HMIS) or an HMIS-comparable system for Victim Services Providers.
- C) No reporting deadline extension shall be given by OHCS for reports related to HSP.

4. Maintenance of Effort Requirements.

- A) Subgrantee shall make maintenance of effort contributions in compliance with 45 CFR 92.24, 92.3, and 263.2 through 263.6 to supplement the program in an amount directed by OHCS, and in compliance with the Program Manual.
- B) Subgrantee shall report maintenance of effort contributions on the Referral Tracking and Quarterly Provider Report.

5. Performance Measures.

Subgrantee shall and shall cause and require its subrecipients by contract to administer the program in a manner consistent with the Program Manual designed to achieve increased housing stability as measured by the percentage of program participants who reside in permanent housing and maintain permanent housing for six months from time of program or project exit.

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Exhibit E-7:
Program Element (PE) 07: Elderly Rental Assistance (ERA)

1. **Description.** Elderly Rental Assistance (“ERA”) provides state funds to defray the cost of rental housing for very low- income households that are houseless or unstably housed and where at least one household member is 58 years or older. ERA funds are available for the following program service components: financial assistance to support participants’ financial needs; program delivery to support costs associated with delivering ERA.
2. **Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract, that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR Chapter 813, Division 053, as amended, and ORS 458.375; 458.377. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract, to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including the State Houseless Funds Operations Manual (“the Program Manual”) and including but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.
 - 2) Conduct an initial evaluation to determine eligibility for program services in alignment with OHCS the Program Manual.
 - 3) Assure that program services are available to very low-income, Oregon houseless or unstably households individuals or families where at least one member of the household is age 58 or older.
 - 4) Assure that regardless of outreach and targeting efforts to reach specific populations, that no person is excluded from applying for program funds, nor excluded from receiving available assistance or services funded through the Elderly Rental Assistance program when eligibility requirements are met. Targeting of specific populations shall not violate the Fair Housing Act, any state or local housing laws or regulations that prohibit discrimination or anti-discriminatory requirements. Outreach and targeting efforts shall be reported to OHCS in the Annual Report.
 - 5) Assure that any prioritization of specific populations is directed only by OHCS, and that no person is excluded from applying for and receiving available assistance or services funded through the Elderly Rental Assistance program, after serving the needs of the priority population and when eligibility requirements are met.
 - 6) Evaluate program participant eligibility and need for financial assistance and program services in compliance with the Program Manual.
 - 7) Adhere to OHCS program standards in alignment with the Program Manual as determined by OHCS.
 - 8) Ensure the expenditure of funds within the performance period in accordance with an OHCS-approved spend down plan and the timely request of funds every 60 calendar days, or more frequently.

3. Program Specific Reporting.

- A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit for OHCS approval all reports as required and in alignment with the Program Manual.
- B) In alignment with the Program Manual and as needed for the reporting outcomes, client data and service transactions must be entered in a Homeless Management Information System (“HMIS”) or an HMIS-comparable system for Victim Services Providers.

4. Performance Measures.

Subgrantee shall, and shall cause and require its subrecipients by contract, to administer the program in a manner consistent with the Program Manual designed to achieve increased housing stability as measured by the percentage of program participants who reside in permanent housing and maintain permanent housing for six months from the time of program or project exit.

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Exhibit E-8:

Program Element (PE) 08: Low Income Home Energy Assistance Program (LIHEAP)

1. **Description.** The Low-Income Home Energy Assistance Program (“LIHEAP”) is intended to assist low-income households, particularly those with the lowest incomes who pay a high proportion of household income for home energy, primarily to meet their immediate home energy needs. LIHEAP is federally funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services. Services covered by LIHEAP include bill payment assistance, energy education, case management, weatherization, and other energy-related repairs.
2. **Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract, that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its Implementation Report as approved by OHCS and supplemented herein, together with applicable legal requirements including CFDA 93.568, 2 U.S.C. 8621, ORS 458.505, 45 CFR 96, and OAR Chapter 813, Division 200. The approved Implementation Report is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract, to administer LIHEAP funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Provide heating and cooling assistance with LIHEAP funds anytime between October 1st and September 30th as funding allows, based on regional and seasonal climate trends.
 - 2) At minimum, provide crisis assistance from December 1st through March 15th. If direct service funds are exhausted before March 15th, Subgrantee and subrecipients must be available to assist households in crisis by providing information, referral, advocacy, and case management services. Subgrantee may choose to offer crisis assistance on a year-round basis.
 - 3) May request approval from OHCS program coordinator to extend or modify timelines for any assistance component based on climate, funding, and operational circumstances.
 - 4) Ensure that outreach is performed in a manner which ensures all eligible households are made aware of available LIHEAP assistance. This includes but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and mailings. Subgrantee may also execute interagency agreements with other low-income program offices to perform outreach tasks.
 - a. Households residing in any OHCS multifamily housing portfolio property are considered to be year-round priorities for outreach. These properties have been supported with public funds and the preservation and stabilization of this housing is a priority for the State of Oregon. A current list is available on the OHCS website.
 - 5) Ensure that Requests For Funds (RFFs) are submitted monthly at a minimum.
 - 6) Ensure that applications for the LIHEAP program (every component, including crisis) will be accepted at sites that are geographically accessible to all households across their service area.
 - 7) Ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and home visits. May request approval to target specific

services, for a brief time at the start of the heating and cooling seasons, to prioritize vulnerable populations based on community need. Priority intake periods are intended to allow for additional time and outreach necessary to provide quality services to vulnerable populations and shall not exclude non-targeted households for more than a short period of time.

- 8) Clear policies for application, eligibility and outreach practices must be outlined in the local work plan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
 - a. Households that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).
 - b. Vulnerable populations as defined by the LIHEAP statute, including seniors, people with disabilities, and families with young children.
 - c. Households who opt to participate in pilot programs including long term case management, energy education, and arrearage management programs.
- 9) Subgrantees with Tribal LIHEAP Grantees (tribes who receive LIHEAP funds directly from HHS) in their service area shall make every effort to assure that tribal households do not receive duplicate payments or services. If for any reason an eligible tribal member is unable to access their tribal LIHEAP program (e.g., out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. Households affiliated with tribes not receiving LIHEAP funds from HHS should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
- 10) Ensure that households receiving LIHEAP benefits are determined to be eligible based on guidelines provided annually by OHCS.
- 11) Use the benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine LIHEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
- 12) Ensure that life-threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (if at risk of disconnection) of application. These timeframes must be documented to ensure compliance with federal requirements and must include comments outlining how the situation was addressed.
- 13) Provide any of the following forms of assistance, or a combination thereof, to resolve energy related emergencies:
 - a. Bill payment assistance
 - b. Heating and cooling system repair or replacement including repair, replacement, or conversion of inoperative, non-functional, or unsafe household heating or cooling equipment necessary to alleviate potential crisis. When considering heating or cooling repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.
 - c. Other equipment repair and replacement includes repair or replacement of energy-related inoperative, non-functional, or unsafe household appliances and equipment necessary to alleviate home energy crisis. When considering equipment repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.
 - d. Other emergency services including, but not limited to, information, referral, coordination of benefits, advocacy, case management and other goods and services necessary to relieve immediate threat to health and safety.

- 14) Notify households regarding the amount of bill payment assistance to be provided.
- 15) Ensure that LIHEAP Assurance 16 funds are used to reduce household energy burden, improve utility payment patterns, promote energy conservation and improve household self-sufficiency. Subgrantee shall outline policies and procedures for awarding Assurance 16 funding in their Implementation Report.
- 16) Ensure that participating home energy supplier sign and comply with vendor contracts and ensure that no home energy supplier is paid with LIHEAP funds without a signed contract. In cases where a home energy supplier is not under contract, households may be paid directly.
- 17) Authenticate all home energy suppliers paid with LIHEAP funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local work plan application.
- 18) Pay home energy suppliers within 45 days of committing a LIHEAP benefit, unless otherwise specified in the vendor contract.
- 19) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from, or shared with, a utility or vendor.

3. Program Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
 - 1) Ensure that data collection and reporting for LIHEAP funded activities be conducted through the use of OHCS approved OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
 - 2) Ensure that Financial Status Reports (FSRs) are submitted no more than 60 days after the end of the program year (September 30) and 60 days after the end of the biennium.
 - 3) Submit all reports as required in this agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
 - 4) Provide additional reports as needed or requested by OHCS.

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Exhibit E-9:

Program Element (PE) 09: Low-Income Home Energy Assistance Program Weatherization Assistance Program (LIHEAP WX)

1. **Description.** The Oregon Housing and Community Services Department (OHCS) has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded program which provides a portion of annual funding for weatherization assistance purposes.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and require by written agreement that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable legal requirements including CFDA 93.568 and 42 U.S.C. §§ 8621-8630. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to administer LIHEAP WX funds in compliance with the following terms and conditions:
 - 1) May use LIHEAP WX funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of T&TA as outlined in the LIHEAP and DOE State Plans. Subgrantee may submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
 - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - d. High residential energy users.
 - e. Households with a high energy burden.
 - 4) Provide allowable weatherization assistance that may include but is not limited to weatherization services, baseload services, and energy education.
 - 5) Address Health and Safety issues as required by the LIHEAP and DOE State Plans, including but not limited to:
 - a. Using Weatherization Assistance Program (WAP) prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.
 - c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.

- d. Addressing indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one hundred percent (100%) of homes weatherized and results used to meet the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") Standard 62.2 whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE Standard 62.2 ventilation standards are not required when completed, and acceptable indoor air quality exist.
 - e. Assess existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with LIHEAP WX funds.
- 6) May use LIHEAP WX Funds for the replacement of appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
 - 7) Provide energy education to one hundred percent (100%) of qualified households that receive weatherization services through such means that may include, but are not limited to:
 - a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
 - 8) Maintain a deferral policy that is satisfactory to OHCS. Once a deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
 - a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
 - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
 - i. An apparent threat of violence of abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.

- k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - o. Home is being advertised as being for sale.
- 9) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
 - 10) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
 - 11) Require at least one (1) staff member to be certified in the use of the current OHCS approved audit tool.
 - 12) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
 - 13) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the LIHEAP and DOE State Plans.
 - 14) Ensure that LIHEAP funds are not used to pay for any person influencing or attempting to influence an officer or 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. If any funds other than LIHEAP have been paid or shall be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHEAP contract, grant, loan or cooperative agreement, subgrantee shall, and shall cause and shall require its subrecipients by contract to complete and submitting Standard- Form-LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions.
 - 15) Ensure every LIHEAP WX unit reported as a "completed unit" receives a final inspection aligning with and meeting the quality specifications outlined in the standard work specifications (SWS) aligned field guide.
 - 16) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must meet the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to comply with the following program specific reporting requirements:

- 1) Ensure that data collection and reporting for LIHEAP WX funded activities be conducted through the use of OHCS approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
- 2) Submit all reports as required in this agreement including but not limited to the “Weatherization Quarterly Program Report” which is due quarterly by the 20th of January, April, July, and October to OHCS.
- 3) Provide additional reports as needed and requested by OHCS.
- 4) May request a reporting deadline extension when necessary.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
 - 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
 - 2) In homes where health and safety issues are identified, 70% shall have the issues reduced or eliminated as grant funds allow.

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Exhibit E-10:

Program Element (PE) 10: Oregon Energy Assistance Program (OEAP)

1. **Description.** The Oregon Energy Assistance Program (OEAP) provides electric bill payment assistance to low-income households who have an account with Portland General Electric or Pacific Power.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its Implementation Report as approved by OHCS and supplemented herein, together with applicable legal requirements including ORS 757.612 and OAR 813-202. The approved Implementation Report is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer OEAP funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Ensure that outreach is performed in a manner which ensures all eligible households are made aware of available OEAP assistance. This includes but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantees may also execute interagency agreements with other low-income program offices to perform outreach tasks.
 - a. Households residing in any OHCS multifamily housing portfolio property are considered to be year-round priorities for outreach. These properties have been supported with public funds and the preservation and stabilization of this housing is a priority for the State of Oregon. A current list is available on the OHCS website in both an Excel version or as a PDF.
 - 2) Ensure applications for the OEAP program (every component, including crisis) shall be accepted at sites that are geographically accessible to all eligible households across their service area.
 - 3) Ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
 - 4) May request approval to target specific services, for a brief time at the start of the heating and/or cooling season, to prioritize vulnerable populations based on community need. Clear policies for client application, eligibility and outreach practices must be outlined in the local workplan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
 - a. Households that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).
 - b. Vulnerable Populations as defined by the LIHEAP program statute, including seniors, people with disabilities, and families with young children.
 - c. Households who opt to participate in pilot programs including long term case management, energy education, and/or arrearage management programs.
 - 5) Use the statewide benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine OEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS

- 6) Assure that life- threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented and must include comments outlining how the situation was addressed.
- 7) Notify households regarding the amount of bill payment assistance to be provided.
- 8) Ensure that participating home energy suppliers sign and comply with vendor contracts and ensure that no home energy supplier is paid with OEAP funds without a signed contract.
- 9) Pay home energy suppliers within 45 days of committing an OEAP benefit, unless otherwise specified in the vendor contract.
- 10) Ensure that applicants understand and sign a vendor release of information in cases where household information must be obtained from, or shared with, a utility/vendor.
- 11) Ensure that Requests For Funds (RFFs) are submitted monthly at a minimum.

3. Program-Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
 - 1) Ensure that data collection and reporting for OEAP funded activities be conducted through the use of OHCS approved OPUS or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
 - 2) Ensure that Financial Status Reports (FSRs) are submitted no more than 60 days after the end of the program year (September 30) and 60 days after the end of the biennium.
 - 3) Submit all reports as required in this agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
 - 4) Provide additional reports as needed and requested by OHCS.

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Exhibit E-11:

Program Element (PE) 11: Bonneville Power Administration Weatherization Assistance Program (BPA WAP)

1. **Description.** The Oregon Housing and Community Services Department (OHCS) has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The Bonneville Power Administration (BPA) created a low-income weatherization program available to households (owners and renters) who heat with electricity from a public utility.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and require by written agreement that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable legal requirements including 42 U.S.C. 6851 – 6872 and 42 U.S.C. 7101. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to administer BPA WAP funds in compliance with the following terms and conditions:
 - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in the DOE State Plan. Subgrantee may submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
 - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - d. High residential energy users.
 - e. Households with a high energy burden.

Local service providers may create a separate BPA waiting list rather than require the weatherization applicant in BPA service territory to remain on any other waiting list.
 - 4) Provide allowable weatherization assistance that may include, but is not limited to weatherization services, baseload services, and energy education. Subgrantee and subrecipients may install one hundred percent (100%) of cost-effective measures as determined through the use of an OHCS approved computerized auditing tool.
 - 5) All weatherization services and baseload services, except for the purposes of Health and Safety, must have a SIR of 1.0 or greater as determined through the use of an OHCS- approved auditing tool.
 - 6) Maintain a Health and Safety average not to exceed thirty percent (30%) of the total BPA job cost on average.
 - 7) Address Health and Safety issues as required by the DOE State Plan, including but not limited to:

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- a. Using WAP prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.
 - c. Installing carbon monoxide alarms in one hundred percent (100%) of homes.
 - d. Addressing indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one hundred percent (100%) of homes weatherized and results used to meet the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE 62.2 ventilation standards are optional when no moisture related air quality issues are noted.
 - e. Assessment of existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with BPA WAP funds.
- 8) Maintain a repair average not to exceed thirty percent (30%) of the total BPA job cost on average.
- 9) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
- 10) Provide energy education to qualified households through such means that may include, but are not limited to:
- a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
- 11) Maintain a deferral policy that is satisfactory to OHCS. Once a deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
- a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
 - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program

staff to the dwelling.

- i. An apparent threat of violence of abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Proposed weatherization conservation measures shall result in minimal energy savings and the cost of these measures have a saving to investment ratio (SIR) of less than one (1).
 - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - p. Home is being advertised as being for sale.
- 12) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
- 13) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
- 14) Require at least one (1) staff member to be certified in the use of the current OHCS approved audit tool.
- 15) Carry an active contractor's license with Construction Contractors Board. Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
- 16) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the DOE State Plan.
- 17) Ensure every BPA WAP unit reported as a "completed unit" receives a final inspection aligning with the quality specifications outlined by OHCS ensuring that all work meets the minimum specifications outlined in the standard work specifications (SWS) aligned field guide in accordance with 10 CFR 440.
- 18) Ensure every BPA WAP unit reported as a "completed unit" has a form in the client file that certifies all of the work had a final inspection and that the work met the required standards. This form must be signed by a certified quality control inspector.
- 19) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must meet the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to comply with the following program specific reporting requirements:
- 1) Ensure that data collection and reporting for BPA WAP funded activities be conducted through the use of OHCS approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
 - 2) Submit all reports as required in this agreement including but not limited to the “Weatherization Quarterly Program Report” which is due quarterly by the 20th of January, April, July, and October to OHCS.
 - 3) Provide additional reports as needed and requested by OHCS.
 - 4) May request a reporting deadline extension when necessary.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
- 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
 - 2) In homes where health and safety issues are identified, 70% shall have the issues reduced or eliminated as grant funds allow.

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Exhibit E-12:

Program Element (PE) 12: Department of Energy Weatherization Assistance Program (DOE WAP)

1. **Description.** The Oregon Housing and Community Services Department (OHCS) has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The U.S. Department of Energy (DOE) makes funds available to Oregon for the Weatherization Assistance Program (WAP).
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and require by written agreement that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable legal requirements including CFDA 81.042 – 42 U.S.C. 6851 – 6872 and 42 U.S.C. 7101. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to administer DOE WAP funds in compliance with the following terms and conditions:
 - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of T&TA outlined in the DOE State Plan. Subgrantee may submit an OHCS budget change request to have funds moved for the purpose of providing additional weatherization assistance.
 - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - d. High residential energy users.
 - e. Households with a high energy burden.
 - 4) Provide allowable weatherization assistance that may include but is not limited to weatherization services, baseload services, and energy education not to exceed the determined average designated by the current US DOE State Plan.
 - 5) Ensure Build America, Buy America (BABA) requirements flow down to all sub-awards, contracts, subcontracts, and purchase orders for articles, materials, and supplies that are consumed in, incorporated into, or affixed to a DOE funded public housing project or privately owned buildings that serve a public purpose.
 - 6) All weatherization services and baseload services, except for the purposes of Health and Safety, must have a Savings to Investment Ratio (SIR) of 1.0 or greater as determined through the use of an OHCS approved auditing tool.
 - 7) Maintain a Health and Safety average not to exceed fifteen percent (15%) of the subgrantee total program allocation. Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to address Health and Safety issues as required by the DOE State Plan, including but not limited to:

- a. Using WAP prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.
 - c. Installing carbon monoxide alarms in one hundred percent (100%) of homes.
 - d. Addressing indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one hundred percent (100%) of homes weatherized and results used to meet the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes.
 - e. Assess mold and mildew conditions in one hundred percent (100%) of homes weatherized with DOEWAP funds.
- 8) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency guidelines.
- 9) Provide energy education to 100% of qualified households that receive weatherization services through such means that may include, but are not limited to:
- a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
- 10) Maintain a deferral policy that is satisfactory to OHCS. Once a deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
- a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
 - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.

- i. An apparent threat of violence of abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Proposed weatherization conservation measures shall result in minimal energy savings and the cost of these measures have a SIR of less than one (1).
 - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - p. Home is being advertised as being for sale.
- 11) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
- 12) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
- 13) Require at least one (1) staff member to be certified in the use of the current OHCS approved audit tool.
- 14) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
- 15) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the DOE State Plan.
- 16) Ensure every DOE WAP unit reported as a "completed unit" receives a final inspection aligning with the quality specifications outlined by OHCS ensuring that all work meets the minimum specifications outlined in the Standard Work Specifications (SWS) aligned field guide in accordance with 10 CFR 440.
- 17) Ensure every DOE WAP unit reported as a "completed unit" has a form in the client file that certifies all the work had a final inspection and that the work met the required standards. This form must include a signature and certification number of a Building Performance Institute (BPI) certified quality control inspector.
- 18) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must meet the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to comply with the following program specific reporting requirements:
- 1) Ensure that data collection and reporting for DOE WAP funded activities be conducted through the use of OHCS approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
 - 2) Submit all reports as required in this agreement, including but not limited to the “Weatherization Quarterly Program Report” which is due quarterly by the 20th of January, April, July, and October to OHCS.
 - 3) Provide additional reports as needed and requested by OHCS.
 - 4) May request a reporting deadline extension when necessary.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
- 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
 - 2) In homes where health and safety issues are identified, 70% shall have the issues reduced or eliminated as grant funds allow.

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Exhibit E-13:

Program Element (PE) 13: Energy Conservation Helping Oregonians (ECHO)

1. **Description.** The Oregon Housing and Community Services Department (OHCS) has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. Energy Conservation Helping Oregonians (ECHO) is a weatherization program funded by ratepayers of Portland General Electric (PGE) and Pacific Power & Light (PPL). Only low-income households (owners and renters) that are PGE or PPL customers are eligible for the program.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and require by written agreement that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable legal requirements including ORS 757.612 and OAR Chapter 813 Division 205. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to administer ECHO funds in compliance with the following terms and conditions:
 - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of T&TA as outlined in ECHO guidelines. Subgrantee may submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
 - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - d. High residential energy users.
 - e. Households with a high energy burden.

Subgrantees may create separate PGE and PPL waiting lists rather than require the weatherization applicant in these service territories to remain on any other waiting list, so as long as the applicant's primary heat source is PGE or PPL.
 - 4) Provide allowable weatherization assistance that may include but is not limited to weatherization services, baseload, and energy education. Subgrantee and subrecipients may install one hundred percent (100%) of cost-effective measures as determined through the use of an OHCS approved computerized auditing tool.
 - 5) Weatherization services and baseload, except for the purposes of Health and Safety, must have a grouped Savings to Investment ratio (SIR) of 1.0 or greater as determined through the use of an OHCS-approved auditing tool.
 - 6) Maintain a Health and Safety average not to exceed twenty percent (20%) of the subgrantee total program allocation and address Health and Safety issues as required by ECHO guidelines, including but not limited to:

- a. Using ECHO prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances
 - c. Installing carbon monoxide alarms in one hundred percent (100%) of homes.
 - d. Addressing indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one hundred percent (100%) of homes weatherized and results used to meet the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE Standard 62.2 ventilation standards are not required when completed, and acceptable indoor air quality exists.
 - e. Assess existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with ECHO funds.
- 7) May use ECHO program funds for the replacement of inefficient appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency guidelines.
- 8) Provide energy education to one hundred percent (100%) of qualified households that receive weatherization services through such means that may include, but are not limited to:
- a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
- 9) Maintain a deferral policy that is satisfactory to OHCS. Once a deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
- a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
 - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.

- i. An apparent threat of violence of abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Proposed weatherization conservation measures will result in minimal energy savings and the cost of these measures have a SIR of less than one (1).
 - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - p. Home is being advertised as being for sale.
- 10) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
- 11) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
- 12) Require at least one (1) staff member to be certified in the use of the current OHCS approved audit tool.
- 13) Carry an active contractor's license with Construction Contractors Board. Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
- 14) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the ECHO guidelines.
- 15) Ensure every ECHO unit reported as a "completed unit" receives a final inspection aligning with and meeting the quality specifications outlined in the standard work specifications (SWS) aligned field guide.
- 16) Ensure every ECHO unit reported as a "completed unit" has a form in the client file that certifies all of the work had a final inspection and that the work met the required standards.
- 17) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must meet the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to comply with the

following program specific reporting requirements:

- 1) Ensure that data collection and reporting for ECHO funded activities be conducted through the use of the OHCS approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
- 2) Submit all reports as required in this agreement including but not limited to the “Weatherization Quarterly Program Report” which is due quarterly by the 20th of January, April, July, and October to OHCS.
- 3) Provide additional reports as needed and requested by OHCS.
- 4) May request a reporting deadline extension when necessary.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
 - 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
 - 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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Exhibit E-14:

Program Element (PE) 14: Department of Energy Bipartisan Infrastructure Legislation (DOE BIL)

1. **Description.** The Department of Energy Bipartisan Infrastructure Legislation (DOE BIL) is a federal formula grant appropriated by the U.S. Department of Energy (USDOE) to Oregon Housing and Community Services (OHCS) to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential energy expenditures, and improve their health and safety, especially low-income persons who are particularly vulnerable such as the elderly, the handicapped, and children.
2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and shall require by written agreement that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable legal requirements including CFDA 81.042 – 42 U.S.C. 6851 – 6872 and 42 U.S.C. 7101. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and require its subrecipients by written agreement to administer DOE BIL funds in compliance with the following terms and conditions:
 - 1) Funds may be used for allowable administrative costs to provide the services outlined in this agreement.
 - 2) BIL funding shall not be comingled with the annual USDOE Weatherization Assistance Program (WAP) formula allocation.
 - 3) Use Training and Technical Assistance (T&TA) funds for the purposes of T&TA as outlined in the DOE State Plan. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing additional weatherization assistance.
 - 4) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - d. High residential energy users.
 - e. Households with a high energy burden.
 - 5) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload services, and energy education not to exceed the 5-year average designated by US DOE.
 - 6) Follow Davis-Bacon prevailing wage requirements as defined by USDOE for buildings containing 5 or more units.
 - 7) Ensure Build America Buy America (BABA) requirements flow down to all sub-awards, contracts, subcontracts, and purchase orders for articles, materials, and supplies that are consumed in, incorporated into, or affixed to a DOE funded public housing project or privately owned buildings that serve a public function.
 - 8) All weatherization services and baseload services, except for the purposes of Health and Safety, must have a

Savings to Investment Ratio (SIR) of 1.0 or greater as determined using an OHCS- approved auditing tool.

- 9) Maintain a Health and Safety average not to exceed fifteen percent (15%) of the subgrantee total program allocation. Subgrantee shall, and shall cause and require its subrecipients by written agreement to address Health and Safety issues as required by the DOE State Plan, including but not limited to:
 - a. Using WAP prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.
 - c. Installing carbon monoxide alarms in one hundred percent (100%) of homes.
 - d. Addressing indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one hundred percent (100%) of homes weatherized and results used to meet the American Society of Heating, Refrigerating and Air-Conditioning Engineers (“ASHRAE”) whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes.
 - e. Assess mold and mildew conditions in one hundred percent (100%) of homes weatherized with DOE WAP funds.
- 10) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
- 11) Provide energy education to one hundred percent (100%) of qualified households that receive weatherization services through such means that may include, but are not limited to:
 - a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
- 12) Maintain a deferral policy that is satisfactory to OHCS. Once a deferral is determined by the subgrantee or subrecipient, a “Letter of Service Denial” or “Delay Due to Site Conditions” shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
 - a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.

- g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
 - i. An apparent threat of violence of abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Proposed weatherization conservation measures shall result in minimal energy savings and the cost of these measures have a SIR of less than one (1).
 - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - p. Home is being advertised as being for sale.
- 13) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
- 14) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
- 15) Require at least one (1) staff member to be certified in the use of the current OHCS approved audit tool.
- 16) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
- 17) Assure that data collection and reporting for DOE BIL funded activities be conducted through the use of the OHCS OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS.
- 18) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the DOE State Plan.
- 19) Ensure every DOE BIL unit reported as a "completed unit" receives a final inspection aligning with the quality specifications outlined by OHCS ensuring that all work meets the minimum specifications outlined in the Standard Work Specifications (SWS) aligned field guide in accordance with 10 CFR 440.
- 20) Ensure every DOE BIL unit reported as a "completed unit" has a form in the client file that certifies all the work had a final inspection and that the work met the required standards. This form must include a signature and certification number of a BPI certified quality control inspector.
- 21) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing;

installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must meet the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by written agreement to comply with the following program specific reporting requirements:
- 1) Ensure that data collection and reporting for DOE BIL funded activities be conducted using OHCS's approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
 - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly Program Report" which is due quarterly by the 20th of January, April, July, and October to OHCS.
 - 3) Provide additional reports as needed and requested by OHCS.
 - 4) Request a reporting deadline extension when necessary.

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2025-2027 MASTER GRANT AGREEMENT
Exhibit F:
Federal Award Identification

(Required by 2 CFR 200.332(b) (1))

(i) Subgrantee name: <i>(must match name associated with UEI)</i>	Clackamas County Social Services Division
(ii) Subgrantee's Unique Entity Identifier (UEI):	N/A
(iii) Federal Award Identification Number (FAIN):	2502ORCOSR
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	11/20/24
(v) Grant period of performance start and end dates:	Start: 10/1/24 End: 9/30/26
(vi) Grant budget period start and end dates:	Start: 10/1/24 End: 9/30/26
(vii) Amount of federal funds obligated by this Grant:	\$1,555,947.00
(viii) Total* amount of federal funds obligated to Subgrantee by pass-through entity**, including this Grant:	\$2,785,953.00
(ix) Total* amount of the federal award committed to Subgrantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Subgrantee)</i>	\$545,124.00
(x) Federal award project description:	CSBG-2025
(xi) a. Federal awarding agency:	Department of Health and Human Services (HHS)
b. Name of pass-through entity:	Oregon Housing and Community Services Department
c. Contact information for awarding official of pass-through entity:	Name: Leeann Marx Email: Leann.MARX@hcs.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 93.569 Title: Community Services Block Grant Amount:
(xiii) Is federal award research and development:	No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award: OR	14.68%
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

**The term "pass-through entity" refers to OHCS.

Federal Award Identification

(Required by 2 CFR 200.332(b) (1))

(i) Subgrantee name: <i>(must match name associated with UEI)</i>	CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
(ii) Subgrantee's Unique Entity Identifier (UEI):	N/A
(iii) Federal Award Identification Number (FAIN):	DEEE0010011
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	7/1/2022
(v) Grant period of performance start and end dates:	Start: 7/1/2022 End: 6/30/2029
(vi) Grant budget period start and end dates:	Start: 7/1/2022 End: 6/30/2029
(vii) Amount of federal funds obligated by this Grant:	\$30,603,866.00
(viii) Total* amount of federal funds obligated to Subgrantee by pass-through entity**, including this Grant:	\$4,928,317
(ix) Total* amount of the federal award committed to Subgrantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Subgrantee)</i>	\$1,220,057.00
(x) Federal award project description:	TO INCREASE THE ENERGY EFFICIENCY OF DWELLINGS OWNED AND OCCUPIED BY LOW-INCOME PERSONS (DOE BIL)
(xi) a. Federal awarding agency:	Department of Energy (DOE)
b. Name of pass-through entity:	Oregon Housing and Community Services Department
c. Contact information for awarding official of pass-through entity:	Name: Danielle Safford Email: Danielle.SAFFORD@hcs.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 81.042 Title: Weatherization Assistance for Low-Income Persons Amount:
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award: OR	15%
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

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Federal Award Identification

(Required by 2 CFR 200.332(b) (1))

(i) Subgrantee name: <i>(must match name associated with UEI)</i>	CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
(ii) Subgrantee's Unique Entity Identifier (UEI):	N/A
(iii) Federal Award Identification Number (FAIN):	DEEE0010011
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	7/1/2022
(v) Grant period of performance start and end dates:	Start: 7/1/2022 End: 6/30/2029
(vi) Grant budget period start and end dates:	Start: 7/1/2022 End: 6/30/2029
(vii) Amount of federal funds obligated by this Grant:	\$30,603,866.00
(viii) Total* amount of federal funds obligated to Subgrantee by pass-through entity**, including this Grant:	\$4,928,317.00
(ix) Total* amount of the federal award committed to subgrantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Subgrantee)</i>	\$440,532.00
(x) Federal award project description:	TO INCREASE THE ENERGY EFFICIENCY OF DWELLINGS OWNED AND OCCUPIED BY LOW-INCOME PERSONS (DOE WAP)
(xi) a. Federal awarding agency:	Department of Energy (DOE)
b. Name of pass-through entity:	Oregon Housing and Community Services Department
c. Contact information for awarding official of pass-through entity:	Name: Danielle Safford Email: Danielle.SAFFORD@hcs.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 81.042 Title: Weatherization Assistance for Low-Income Persons Amount:
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award: OR	15%
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

**The term "pass-through entity" refers to OHCS.

Federal Award Identification

(Required by 2 CFR 200.332(b) (1))

(i) Subgrantee name: <i>(must match name associated with UEI)</i>	CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
(ii) Subgrantee's Unique Entity Identifier (UEI):	N/A
(iii) Federal Award Identification Number (FAIN):	2502ORLIEA
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	10/29/2024
(v) Grant period of performance start and end dates:	Start: 10/1/2024 End: 9/30/2026
(vi) Grant budget period start and end dates:	Start: 10/1/2024 End: 9/30/2026
(vii) Amount of federal funds obligated by this Grant:	\$37,560,715.00
(viii) Total* amount of federal funds obligated to Subgrantee by pass-through entity**, including this Grant:	\$4,928,317.00
(ix) Total* amount of the federal award committed to Subgrantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Subgrantee)</i>	\$969,189.00
(x) Federal award project description:	LIHEAP-25 (LIHEAP)
(xi) a. Federal awarding agency:	Department of Health and Human Services (HHS)
b. Name of pass-through entity:	Oregon Housing and Community Services Department
c. Contact information for awarding official of pass-through entity:	Name: David Kaufman Email: David.KAUFMAN@hcs.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 93.568 Title: Low-Income Home Energy Assistance Amount:
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award: OR	7.73%
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

**The term "pass-through entity" refers to OHCS.

Federal Award Identification

(Required by 2 CFR 200.332(b) (1))

(i) Subgrantee name: <i>(must match name associated with UEI)</i>	CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
(ii) Subgrantee’s Unique Entity Identifier (UEI):	N/A
(iii) Federal Award Identification Number (FAIN):	2502ORLIEA
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	10/29/2024
(v) Grant period of performance start and end dates:	Start: 10/1/2024 End: 9/30/2026
(vi) Grant budget period start and end dates:	Start: 10/1/2024 End: 9/30/2026
(vii) Amount of federal funds obligated by this Grant:	\$37,560,715.00
(viii) Total* amount of federal funds obligated to Subgrantee by pass-through entity**, including this Grant:	\$4,928,317.00
(ix) Total* amount of the federal award committed to Subgrantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Subgrantee)</i>	\$658,664.00
(x) Federal award project description:	LIHEAP-25 (LIHEAP WX)
(xi) a. Federal awarding agency:	Department of Health and Human Services (HHS)
b. Name of pass-through entity:	Oregon Housing and Community Services Department
c. Contact information for awarding official of pass-through entity:	Name: David Kaufman Email: David.KAUFMAN@hcs.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 93.568 Title: Low-Income Home Energy Assistance Amount:
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award: OR	7.5%
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

**The term “pass-through entity” refers to OHCS.

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**2025-2027 MASTER GRANT AGREEMENT
Exhibit G:
OHCS Spend Down and Reallocation Policy**

1. Policy:

The following procedures are established for all funds allocated to Subgrantees through the Grant Agreement process, excluding the following programs:

Program	Refer to Program Element #
CSBG	1
ESG	2
EHAP	3
SHAP	4
HSP	5
HTBRA	6
ERA	7

2. Spending Targets:

All funds, with the exception of administrative allocations, will be spent proportional to the Expenditure Period at the rate prescribed below (as tracked through the OPUS “Award Summary” report).

Minimum spending targets:*

- At 25% through Expenditure Period, at least 10% of the funding must be spent.
- At 50% through Expenditure Period, at least 25% of the funding must be spent.
- At 75% through Expenditure Period, at least 65% of the funding must be spent.
- At 90% through Expenditure Period, at least 90% of the funding must be spent.

Any spending below these targets will be evaluated against the Time-Bound Expenditure Plan. Any spending below both rates is subject to rescission.

**Note: Some OHCS grants require more aggressive spending requirements. Any such requirements supersede these thresholds.*

3. OHCS and Subgrantee Collaboration:

When spending is below the thresholds described above, and prior to funding rescission, OHCS and Subgrantee agree to attempt to find solutions that resolve the issues, provided that such solutions must be within OHCS’ control (in its sole discretion) and must not conflict with federal or state law. Solutions for resolution may include, but not are limited to:

1. OHCS program staff will discuss best practices and training and technical assistance resources to aid in resource utilization. This could include special and discretionary funding allocations to assist with capacity or training needs.
2. If OHCS is aware of local political advocacy or engagement, OHCS will work with the Subgrantee to ensure those parties are involved in planning discussions;
3. OHCS staff may contact Subgrantee to brainstorm and potentially facilitate connections with service providers or provide a list of service organizations and recommended contacts to utilize funding.

OHCS will provide written notice to cure to Subgrantee and OHCS will allow proposals from Subgrantee to cure spending issues and prevent funding rescission. Subgrantee will have 15 calendar days to modify its Implementation Report, from the date of the written notice to cure, and update the flexible spend rate in the Time-Bound Expenditure Plans to demonstrate how compliance with spending targets will be achieved.

4. General Fund Grant Allocations:

Standard practice for allocation of General Fund for programs is to divide the biennial allocation in two, with 50% allocated in year one, and 50% allocated in year two. Subgrantee may submit a written request to OHCS to allocate more than 50% in year one which will be reviewed by OHCS Program Analysts and determined on a case-by-case basis.

5. Late Term Rollovers:

Subgrantee can contact an OHCS Program Analyst to update the original Time-Bound Expenditure Plan (adding rollover to the annual allocation) if the rollover is determined within 90 calendar days after the initial Time-Bound Expenditure plan is created. These Implementation Report and spenddown updates will be considered to be the initial Time-Bound Expenditure Plan, as long as an updated Implementation Report has not already been submitted.

6. Committed Funds:

For grants that include the category of program delivery, Subgrantees can include these funds as part of the commitments in OPUS; however, the Spend Down Policy and remedies apply only to expended funds as identified in the OPUS “Award Summary” report.

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2025-2027 MASTER GRANT AGREEMENT

Exhibit H:

Insurance

INSURANCE REQUIREMENTS:

Subgrantee shall obtain at Subgrantee's expense the insurance specified in this Exhibit H prior to performing under this Agreement. Subgrantee shall maintain such insurance in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Subgrantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subgrantee shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Subgrantee maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Subgrantee.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Subgrantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee shall require and ensure that each of its subcontractors complies with these requirements. If Subgrantee is a subject employer, as defined in ORS 656.023, Subgrantee shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subgrantee is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Subgrantee shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Subgrantee shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Subgrantee shall provide Automobile Liability Insurance covering Subgrantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required Not required

Subgrantee shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Subgrantee and Subgrantee’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subgrantee shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Subgrantee shall provide Network Security and Privacy Liability Insurance for the duration of this Agreement and for the period of time in which Subgrantee (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY:

Required Not required

Subgrantee shall provide Directors, Officers and Organization Liability Insurance covering the Subgrantee’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:

Required Not required

Subgrantee shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Subgrantee. Coverage limits not less than \$50,000.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:

Required Not required

Subgrantee shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Subgrantee is responsible including but not limited to Subgrantee and Subgrantee’s employees and volunteers. Policy endorsement’s definition of an insured must include the Subgrantee, and the Subgrantee’s employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive

to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Subgrantee’s primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Subgrantee’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subgrantee's activities to be performed under this Agreement. The Additional Insured endorsement with respect to liability arising out of Subgrantee’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Subgrantee shall waive rights of subrogation which Subgrantee or any insurer of Subgrantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Subgrantee shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Subgrantee or the Subgrantee’s insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Subgrantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Agreement, for a minimum of 24 months following the later of:

- (i) Subgrantee ’s completion and Agency’s acceptance of all Services required under the Agreement, or
- (ii) Agency or Subgrantee termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subgrantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Subgrantee or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Subgrantee agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Subgrantee and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Subgrantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit H.

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