

2013-2015 MASTER GRANT AGREEMENT
Exhibit A, Program Element 02
Emergency Solutions Grant (ESG) Program

1. Description. The Emergency Solutions Grant (ESG) provides federal funds to support local programs in assisting individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG funds may be used for five program service components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS pursuant to 24 CFR Part 5, subpart F, Part 91 and Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.

2. Definitions. Certain words and phrases in this program element shall have the meanings provided herein, as stated in 24 CFR Part 576, OAR 813.145 as amended, or as otherwise provided by OHCS, unless the context clearly requires otherwise:

“Agreement” means the current Master Grant Agreement for the delivery of federal and state antipoverty programs.

“Certified household” means an individual, family or household whose homeless status and eligibility for program services has been verified by Subgrantee through required and adequate documentation satisfactory to OHCS.

“Department” or *“OHCS”* means the state of Oregon acting by and through the Housing and Community Services Department.

“Emergency shelter” means a facility that has the primary use of providing temporary or transitional shelter for the homeless, and which does not require occupants to sign leases or occupancy agreements.

“ESG” and *“Program”* means the Emergency Solutions Grant Program.

“Extremely low income” means an annual household income that is 30% or less of area median income based on HUD guidelines adjusted for family size.

“HMIS” means Homeless Management Information System.

“Homeless” means a household that lacks a fixed, regular, and/or adequate nighttime residence that meets one or more of HUD’s five categorical definitions for:

- a) literally homeless;
- b) imminent risk of homelessness;
- c) homeless under other Federal statutes;
- d) fleeing/attempting to flee domestic violence; or
- e) at risk of homelessness.

“Household” 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 income” means total household receipts before taxes from all sources. Household income may be reduced by deductions allowed by OHCS. Household income does not include assets or funds over which the household has no control.

“HUD” means the U.S. Department of Housing and Urban Development.

“Program participant” means a households who receives program services.

“Program requirements” means the conditions of this program, applicable agreement terms and conditions, applicable federal and state law including but not limited to department administrative rules, as amended from time to time, department directives and program manual.

“Program services” means HUD allowable services for street outreach, emergency shelter, homelessness prevention, rapid re-housing and HMIS as defined in 24 CFR 576.100-109 and delivered in compliance with program requirements.

“Subgrantee” means the public or private nonprofit organization that has entered into this agreement with OHCS to administer the program at the local level within the designated service area and complies with HUD’s definition of subrecipient.

“Subrecipient” means a public or private nonprofit organization that enters into a written agreement with Subgrantee satisfactory to OHCS to provide program services to certified households and complies with HUD’s definition of sub-subrecipient.

“Work plan application” means Subgrantee’s plan for use of program funds in its funding application, as approved by the department.

3. 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 local work plan application as approved by OHCS, and supplemented herein, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of Subgrantee or its Subrecipients arising under this Subsection 3A or otherwise under this agreement.
- B. Subgrantee shall, and shall cause and 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) Subgrantee will expend no more than 2.5 percent (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) Subgrantee will, and will cause and require its Subrecipients by contract to assure that program funds are used only for program services consistent with program requirements.
 - 3) Subgrantee will, and will cause and require its Subrecipients by contract to conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed centralized or coordinated assessment requirements and program requirements.
 - 4) Subgrantee will, and will cause and require its Subrecipients by contract to serve only certified households whose eligibility has been determined in compliance with program requirements. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
 - 5) Subgrantee will establish and consistently apply written standards for providing program assistance in compliance with HUD program requirements.
 - 6) Subgrantee will, and will cause and require its Subrecipients by contract to provide program assistance only to eligible households who are homeless.

- 7) Subgrantee will, and will cause and require its Subrecipients by contract to meet OHCS and HUD recordkeeping requirements for the adequate documentation of homeless status when determining the eligibility of households served with program funds.
- 8) Subgrantee will, and will cause and require its Subrecipients by contract to re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing.
- 9) Subgrantee and Subrecipients may utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds will be outlined and approved by OHCS in the Subgrantee's work plan application.
- 10) Subgrantee will, and will cause and require its Subrecipients by contract, to have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to an appeal. All appeals and fair hearings shall be handled by the Subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 11) 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, or posted in a public location.
- 12) Subgrantee will, and will cause and require its Subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. For example, the following procedures should be established and outlined in local documentation (e.g. staff policy/procedure manuals):
 - a) Subgrantee will establish and maintain regular Subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS before adding additional Subrecipients or renewing any Subrecipients.
 - b) Subgrantee will, and will cause and require its Subrecipients by contract to assure that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Subgrantee will, and will cause and require its Subrecipients by contract to maintain 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.
 - d) Subgrantee will, and will cause and require its Subrecipients by contract to maintain clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Subgrantee will, and will cause and require its Subrecipients by contract to maintain clear procedures, satisfactory to OHCS, for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 13) Subgrantee will, and will cause and require its Subrecipients by contract to assure that all necessary documentation is included in program participant files satisfactory to OHCS. This includes, but is not limited to, documentation of homeless status used to determine program eligibility.
- 14) Subgrantee will, and will cause and require its Subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews and monitor progress or performance to determine conformity with intended program purposes. Subgrantee shall permit representatives

of OHCS to visit its sites or Subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting.

- A. Subgrantee will, and will cause and require its Subrecipients by contract to assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of OHCS approved HMIS. Subgrantee will, and will cause and require its Subrecipients to, assure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B. Subgrantee will, and will cause and require its Subrecipients by contract to submit all reports as required in the agreement including the “Homeless Quarterly Report”, which is due twenty (20) days following the end of each quarter—October 20th, January 20th, April 20th and July 20th. Subgrantee may request a reporting deadline extension when necessary for department approval or disapproval.
- C. Subgrantee will provide additional reports as needed or requested by OHCS.

5. Match Requirements.

- A. Subgrantee will make matching contributions, in compliance with 24 CFR 576.201 to supplement the program in an amount that equals the Subgrantee’s program fund allocation. Subgrantee may obtain matching cash and noncash contributions from any source that meets program requirements except for the expenditure limits identified in 24 CFR 576.100. Program requirements for matching include, but are not exclusive to:
 - 1) Subgrantee will not use federal funds if those funds:
 - i. are prohibited from being used to match program funds and;
 - ii. are being used to match another Federal grant or award.
 - 2) Subgrantee program match will be provided and expended within the Subgrantee’s program grant award period.
 - 3) Subgrantee contributions used to match a previous program grant will not be used to match a subsequent program grant.
 - 4) Subgrantee will calculate the amount of cash and noncash contributions in compliance with 24 CFR 576.201.
- C. Subgrantee may request a waiver to the match requirement when circumstances limit capacity to provide the program required 100% match for OHCS approval or disapproval.

6. Performance Measures.

- A. Subgrantee will, and will 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 total program participants who reside in permanent housing at the time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above 30%) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.