

**COMMUNITY SERVICES CONSORTIUM
250 BROADALBIN STREET SW, SUITE 2A
ALBANY, OR 97321
Ph. (541) 928-6335 Fax: (541) 967-9307**

Proposal and Contract for Personal Services

THIS PERSONAL SERVICES CONTRACT (“CONTRACT”) IS MADE AND ENTERED INTO BY AND BETWEEN COMMUNITY SERVICES CONSORTIUM (“CSC”), A COMMUNITY ACTION AGENCY, AND THE UNDERSIGNED CONTRACTOR (“CONTRACTOR”) (TOGETHER “THE PARTIES”).

| | | | | |
|--|---|---|---|---|
| CONTRACTOR: | <u>CITY OF SWEET HOME</u> <u>3225 MAIN STREET</u> SWEET HOME, OR 97386 | DATE: <u>1/1/2024</u> | | |
| PERSONAL SERVICES (“WORK”): | CREATE NEW SHELTER CAPACITY AND PROVIDE RAPID RE-HOUSING SERVICES TO THE UNSHELTERED IN SWEET HOME, OREGON UTILIZING STATE LINN MAC HB 5019 FUNDING | | | |
| LOCATION: | SWEET HOME, OREGON | | | |
| PHONE NUMBER: | 541-367-8969 | | | |
| CONTACT: | <u>KELCEY YOUNG, CITY MANAGER, KYOUNG@SWEETHOMEOR.GOV</u> | | | |
| WORK. (“Contractor”) will provide the following personal services (“Work”) to Community Services Consortium (“CSC”) (attach additional sheets if necessary): Contract Term: <u>January 1, 2024 through June 30, 2025</u> | | | | |
| <p>1. The duties and responsibilities of Contractor are to create 34 new shelter beds for homeless families and provide rapid re-housing services to the unsheltered in Sweet Home under the Linn MAC HB 5019 Funding umbrella awarded by Oregon Housing and Community Services (OHCS). Contractor shall obtain 3 bids on all equipment or purchases over \$4999 and submit to CSC to obtain preapproval from state funder. Rapid Re-housing services shall be targeted to those who are unsheltered to connect them to permanent housing opportunities. Client data for those served shall be entered into the HMIS system per OHCS requirements.</p> <p>2. The duties and responsibilities of CSC are to reimburse Contractor for all approved expenses. CSC shall also review data entry for completeness and monitor sub-recipient in accordance with requirements set for by Oregon Housing and Community Services. CSC will administer RRH client assistance for previously unsheltered households served by Contractor’s RRH staff and referred for help with deposits and rental assistance.</p> <p>Unless specifically stated otherwise above, the Work does <i>not</i> include client assistance payments for housing costs.</p> | | | | |
| CONTRACT PRICE. CSC will pay Contractor the following amounts for the Work (“Contract Price”): | | | | |
| Work Scope | Description | Quantity | Unit Cost | Extension (Total Cost) |
| Construct new shelter units to house the homeless in Sweet Home; Operating costs for shelter once completed. | Pod shelters and tiny homes for families + operating costs to include meals & support services. | 4 pods & 4 tiny homes to shelter up to 34 people. | Pods est.\$10K each; Homes est. \$44,500 each. Operating costs \$47,000 | Total Shelter expenses not to exceed \$265,000. |
| Rapid Re-Housing Services to the unsheltered | Staffing costs for Case Manager & Community Service Officer | Approx. 2 FTE | TBD | RRH staffing not to exceed \$171,093. |
| Admin | | | | NTE \$13,000 |
| TOTAL AWARD | | | | \$449,093 |

TERMS.

1. Schedule of Performance.

- 1.1 This Contract shall terminate on JULY 1, 2025.
- 1.2 The parties agree to perform the work in accordance with the requirements and schedule in Attachment B, "Statement of Work"

2. Payment.

- 2.1 Contractor shall submit billings on the 10th day of each Month.
- 2.2 Contractor shall approve the billing by the 20th day of each Month.
- 2.3 CSC shall pay Contractor by the 25th day of each Month for the prior month's approved billing amount.

3. Future Amendment to Extend Contract.

- 3.1 CSC reserves the exclusive right to extend the contract for a period of two years in one-year increments.
- 3.2 Any increase in compensation for the extended term will not exceed five percent of the then-current fees.

These terms are subject to the Terms and Conditions of this Contract.

THIS WRITTEN CONTRACT, INCLUDING THE ATTACHED TERMS AND CONDITIONS AND ATTACHMENTS, CONTAINS THE ENTIRE CONTRACT BETWEEN CONTRACTOR AND CSC, AND NO OTHER ORAL OR WRITTEN INDUCEMENT OR PROMISE HAS BEEN MADE TO OR EXTENDED FROM EITHER PARTY AS A PART OF THIS CONTRACT.

DATED: _____

COMMUNITY SERVICES CONSORTIUM

Signature: _____

Print: Pegge McGuire

Title: Executive Director

ACCEPTANCE

Contractor accepts this Contract by returning this Contract signed below to CSC. Upon acceptance, Contractor agrees to be bound by the Terms and Conditions printed below. If acceptance fails to occur within twenty (20) days of the date above, this Contract is void unless accepted by CSC.

ACCEPTANCE DATED: _____

CONTRACTOR: CITY OF SWEET HOME

Signature: _____

Print: _____

Title: _____

TERMS AND CONDITIONS

1. **BACKGROUND.** CSC is a governmental social services agency that is a party to an agreement, the Intergovernmental Grant Agreement (“IGA”), which is attached as Attachment C and incorporated herein. CSC will disburse funds to Contractor for the Work described in this Contract. This Contract sets out the basis on which Contractor will do the Work and that CSC will make disbursements.
2. **PROJECT EXECUTION.** Contractor will comply with the following:
 - a. Contractor will carry out the Project in accordance with this Contract, the IGA, and applicable law. Contractor shall comply with CSC’s Policies Associated with Expenditures and Disbursements.
 - b. Contractor will maintain records relating to its Project responsibilities in a manner such that CSC can evaluate Contractor’s compliance with this Contract and the IGA. Contractor will make those records available for review by CSC on reasonable notice during the term of this Contract and for a period of three (3) years after its termination.
 - c. Contractor will reasonably cooperate with CSC in providing information in connection with any funder, financial or tax audit, or similar matter, in which CSC is engaged.
 - d. Contractor will have sole responsibility for planning and carrying out its activities, including hiring, monitoring, and paying any employees, and for its contracts with third parties. CSC will not assume any liability for the performance by Contractor of its contracts or any other obligations.
 - e. Contractor will comply with all provisions of the IGA relevant to the Project and related activities, including funds use, reporting, licensing, open-access, and attribution requirements. If there are any inconsistencies between the IGA and this Contract or the Project Plan, the IGA will control.
3. **WORK.** Contractor will provide all personal services necessary to complete the Work. In the event Contractor must perform extra or additional work, or is delayed as a result of extra or additional work, the Contract Price and/or time for performance will be adjusted as provided below.
4. **STANDARD OF CARE.** Contractor shall comply with applicable standards of professional care in the performance of the Work. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the Work.
5. **TIME.** Subject to the termination provisions of this Contract in Section 26, this Contract commences once executed by the Parties and terminates as described in Section 1.1 (“Schedule of Performance”) above.
6. **HOURLY FEE.** If applicable, hourly fee includes all local travel, local telephone expenses, computer expenses, and routine document copying.
7. **REIMBURSIBLE EXPENSES.** Contractor shall bill reimbursable expenses at cost without markup.
 - a. **Travel expenses.** Contractor may bill for staff mileage expenses only with prior written approval from CSC. If approved, mileage shall be limited to current federal reimbursement rate.
 - b. **Document reproduction.** Contractor shall bill reproduction of documents or reports only with prior written approval.
 - c. **Telephone expenses.** Contractor shall bill long-distance telephone expenses only with prior written approval.
 - d. **Sub-Consultants.** Contractor shall bill for approved sub-consultants at a maximum of cost plus five percent for management and handling expenses.
8. **CHANGES IN THE WORK.** The Contract Price and time for completion of the Work will be equitably adjusted for changes in the scope of the Work resulting from additional work requested in writing by CSC. Contractor may refuse to perform extra or additional work until CSC provides written authorization. For all

extra or additional work performed under this Contract, unless otherwise agreed to in writing by the parties, the Contract Price will be increased by the amount of Contractor's direct costs plus ten percent overhead and five percent profit. The Contract Price will be reduced by the direct costs saved as a result of Work deleted.

9. PROJECT FUNDS AND PAYMENT.

- a. CSC shall pay Contractor for and in consideration of the faithful performance of the Work, and Contractor shall accept from CSC as and for compensation for the faithful performance of the Work, the fees outlined in "Contract Price" above.
- b. Contractor shall make and keep reasonable records of work performed pursuant to this Contract and shall provide detailed monthly billings to CSC.
- c. Following approval by the CSC manager, CSC shall pay the undisputed amount of each billing in full within thirty (30) days of receipt thereof.
- d. CSC shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, and give reasons for the objection. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
- e. CSC may suspend or withhold payments if Contractor fails to comply with requirements of this Contract.
- f. CSC will disburse funds ("Funds") to Contractor as described in the Project Plan. Contractor will, upon CSC's request, refund any unused portion of the Funds if Contractor does not complete its work as described in, and on the timeframe set out in, the Project Plan.
- g. Contractor will use Funds solely as described in the Project Plan. Contractor will not use Funds to engage in lobbying activities. Contractor will not use Funds to influence any election or engage in any political or other activity that is prohibited by Internal Revenue Code Section 501(c)(3), or to support any person or organization engaged in terrorist activity.
- h. Contractor will provide such reports, documents, and royalty-free licenses as contemplated by the Project Plan or as CSC may otherwise request in connection with Project execution and compliance with the IGA. Contractor acknowledges that CSC is relying on information provided by Contractor for purposes of complying with the IGA.

10. CONFLICT OF INTEREST. Each party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Each party further covenants that in the performance of this contract, no person having such interest will be employed.

11. EQUAL EMPLOYMENT OPPORTUNITY. If the Contract relates to construction work, during the performance of the Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph 3(a) and the provisions of paragraphs 3(a) through 3(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CSC further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if CSC so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

CSC agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering

agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. CSC further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CSC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to CSC under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. **DAVIS-BACON ACT.** If the Contract relates to construction work and provides for payment to Contractor in excess of \$2,000, Contractor shall comply with the following terms:

a. (a) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. *Withholding.* CSC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under the Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CSC may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. (c) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the *project*). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of

the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the U.S. Department of Health & Human Services if the agency is a party to the Contract, but if the agency is not such a party, Contractor will submit the payrolls to CSC, sponsor, or owner, as the case may be, for transmission to the U.S. Department of Health & Human Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the U.S. Department of Health & Human Services if the agency is a party to the Contract, but if the agency is not such a party, Contractor will submit them to CSC, sponsor, or owner, as the case may be, for transmission to the U.S. Department of Health & Human Services, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or CSC, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or the subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or a subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or any subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the U.S. Department of Health & Human Services or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or any subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(d) *Apprentices and trainees*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman

wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(e) *Compliance with Copeland Act requirements.* Contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this Contract.

(f) *Subcontracts.* Contractor or any subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the U.S. Department of Health & Human Services may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(h) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(i) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) *Certification of eligibility.*

(i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who *has* an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract or the Contract shall be subcontracted to any person or firm ineligible for *award* of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for *making* false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13. **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.** If the Contract relates to construction work and provides for payment to Contractor in excess of \$2,000, Contractor shall comply with the following terms:

- a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.

- b. Contractor and any subcontractor shall insert in any subcontracts the clause above and such other clauses as the U.S. Department of Health & Human Services may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

14. **SUSPENSION AND DEBARMENT.** The Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CSC. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CSC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **INDEPENDENT CONTRACTOR.** This is not a Contract of partnership or employment of Contractor or any of Contractor's employees. Contractor is an independent contractor for all purposes under this Contract, and in accordance with the standards prescribed in ORS 670.600. Contractor is not entitled to any benefits that are provided by CSC to CSC employees.

16. **SUCCESSION.** This Contract inures to the benefit of and is binding upon the Parties and such parties' partners, successors, executors, administrators and assigns.

17. **ASSIGNMENT.** Contractor shall not assign this Contract without the express written consent of CSC. Contractor shall not assign Contractor's interest in this Contract or enter into subcontracts for any part of the Work without the prior written consent of CSC.

18. **INSURANCE.** Contractor shall maintain insurance in full force and effect throughout the term of this Contract and in accordance with Attachment A, "Insurance Requirements."

19. **CONFIDENTIALITY.** Contractor shall maintain the confidentiality, both external and internal, of confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality. Each of Contractor and CSC will use the other's Confidential Information (as defined below) only in connection with activities under this Contract and will keep it confidential. "Confidential Information" means all information, in any form, relating to one party and furnished to or obtained by the other under this Contract including, without limitation, CSC and donor information, attorney-CSC privileged information, strategies, personnel information and financial information. For clarity, Confidential Information does not include information that is generally available to the public, information already known by the receiving party before receiving such information, or information independently developed. All non-public information furnished under this Contract is and will remain the property of the furnishing party.

20. **DOCUMENT OWNERSHIP.** All work products, including, but not limited to documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of CSC under this Contract will become the property of CSC upon acceptance of the Work and payment for such services by CSC. CSC assumes the risk of any reuse or alteration of any work produced under this Contract, except as contemplated herein.

21. **PUBLICITY; EXTERNAL COMMUNICATIONS.** Contractor shall not use any data, pictures, or other representations of CSC in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from CSC. Except as contemplated by the Project Plan or as required by law, neither CSC nor Contractor will issue any public statement relating to the Project, or use each other's trademarks or logo in any promotional materials, or in any website, press release, or public communication, without obtaining the other's prior written consent.
22. **INDEMNITY.** To the fullest extent permitted by law, Contractor and CSC will defend, indemnify, and hold harmless the other for, from and against all claims, causes of action or suit, damages, liability, losses, and expenses, including, but not limited to, attorney fees and personnel costs, arising out of or resulting from the performance of the Work, provided that any such claim, cause of action or suit, damage, liability, loss, or expense is attributable to death or bodily injury to persons or damage to property, including the loss of use resulting therefrom, to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the fault of the indemnitor's agents, representatives or subcontractors. Such obligation will not be construed to negate or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. No termination will affect any other rights or remedies of Indemnitees hereunder or relieve Contractor or CSC from any consequences or liabilities arising from such acts or omissions.
23. **INDEPENDENCE.** CSC and Contractor are and will remain independent contracting parties. The arrangements contemplated by this Contract do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Any use of the term "partner" or comparable term in any communications is solely for convenience.
24. **NOTICE.** The Parties shall send all notices, bills and payments in writing and by either personal delivery or mail to the address(es) listed in the Contract. Parties shall send all notices or communications required or permitted as a part of this Contract in writing (unless another verifiable medium is expressly authorized) and is to be deemed delivered, as applicable when:
- a. Actually received
 - b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - c. Upon receipt by sender of proof of email delivery; or
 - d. If not actually received, ten days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Contract or other such address as the party may have designated by notice or Contract amendment to the other party sending the notice.
25. **DEFAULT.**
- a. A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten day period and proceeds to cure the breach as soon as it is practicable.
 - b. Notwithstanding ("a") above, CSC may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.
26. **GOVERNING LAW.**
- a. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon.

- b. Contractor shall comply with all applicable Federal, State, County and local laws, ordinances, rules and regulations in the performance of the Services under this Contract, including but not limited to the laws related to Worker’s Compensation, Occupational Safety and Health and the Environment.
 - c. Contractor is a “subject employer” as defined in ORS 656.005, and shall comply with ORS 656.017.
27. **FORUM/VENUE.** Any litigation not covered by arbitration for injunctive relief is to be conducted in the Circuit Court of the State of Oregon for Linn County.
28. **MEDIATION.** The Parties agree that, except for claims for indemnity, any dispute that may arise under this Contract will be submitted to a mediator agreed to by both parties as soon as reasonable after such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation will occur at the place where the Project is located and the parties will share mediator’s expenses equally. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
29. **ARBITRATION.** The Parties agree that all disputes not settled through mediation, except for claims involving injunctive relief, will be settled exclusively by arbitration through the Arbitration Service of Portland, Inc., in accordance with the Rules of the Arbitration Service of Portland, Inc. The decision of the arbitrator(s) will be final and binding upon both parties. The dispute resolution clauses of this Contract do not affect Contractor’s right to make any filings or take any action necessary to preserve and enforce Contractor’s statutory lien rights. Each party at arbitration shall bear its own costs.
30. **ATTORNEY FEES.** Should either party employ an attorney to institute suit or action or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, to collect damages for breach of this Contract, or to enforce any arbitration award or settlement agreement, the prevailing party will be entitled to recover from the other party reasonable attorney fees, costs, charges, and expenses incurred at hearing, trial, on appeal, or otherwise in an amount to be determined by the arbitrator or court.
31. **CONSEQUENTIAL DAMAGES.** Neither party is liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party’s breach of contract, willful misconduct, negligent act or omission, or other wrongful act.
32. **SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Contract will not affect the validity and continuing force and effect of any other provision.
33. **CANCELLATION OR TERMINATION.** Except as otherwise set forth herein, in the event of cancellation or termination of this Contract, CSC will make payment to Contractor for all services performed prior to the termination or cancellation of this Contract.
- a. Services and obligations of this Contract may be terminated at any time, in whole or in part, with or without cause, by CSC within its sole discretion upon thirty (30) days written notice to Contractor.
 - b. Contractor may terminate this Contract for material breach by CSC provided CSC has not cured said breach within thirty (30) days after written notification of breach by Contractor; provided, however, that if the nature of CSC’s breach is such that more than thirty (30) days are required to cure such breach, CSC will not have breached the contract if CSC commences a cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Contractor must notify CSC in writing in the event Contractor believes CSC failed to cure said breach within such thirty (30) day period. In the event CSC believes in good faith it has cured said breach, the Parties will utilize the dispute resolution process herein prior to Contractor terminating this Contract.

- c. CSC may terminate this Contract for material breach by Contractor provided Contractor has not cured said breach within thirty (30) days after written notification of breach by CSC; provided, however, that if the nature of Contractor's breach is such that more than thirty (30) days are required to cure such breach, Contractor will not have breached the contract if Contractor commences a cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If CSC terminates this Contract in accordance with this paragraph, then CSC will only be liable to pay for Work satisfactorily rendered prior to termination, as determined through the dispute resolution process herein.
34. **MERGER.** This Contract contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the Work described herein.
35. **WAIVER AND AMENDMENT.** No waiver, modification or amendment of any term, condition or provision of this Contract will be valid or of any force or effect unless made in writing, signed by the Parties, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification or amendment in any instance or instances in no event are to be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same are to be strictly limited and restricted to the extent and occasion specified in such signed writing or writings. The failure of either Party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Contract, or to exercise any right herein, will not be construed as a waiver or relinquishment of such term, condition, or right with respect to further performance.

**ATTACHMENT A
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to CSC in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by CSC shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

| TYPE OF INSURANCE | LIMITS OF LIABILITY | | REQUIRED FOR THIS CONTRACT |
|--|---|-------------|----------------------------|
| General Liability Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advert. Inj. \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 | YES | | |
| Please indicate if Claims Made or Occurrence | | | |
| Automobile Liability | Combined Single – covering any vehicle used on CSC business | \$1,000,000 | YES |
| Workers' Compensation | Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____ | | YES |
| Professional Liability | Per occurrence | \$500,000 | YES |
| | Annual Aggregate | \$500,000 | |

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name CSC, its officers, agents and employees, as additional insureds and shall provide CSC with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name CSC as an additional insured, but must list CSC as a certificate holder and provide a thirty (30)-day notice of cancellation to CSC.

Certificates of Insurance shall be forwarded to:

CSC
 Attention: Finance Manager
 Address: 250 Broadalbin St SW, Suite 2A, Albany, OR 97321

Contractor agrees to deposit with CSC, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy CSC that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with CSC during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

**ATTACHMENT B
STATEMENT OF WORK**

Allowable Activities

This funding allows for services related to providing Emergency Shelter and Rapid Re-Housing activities.

- “Emergency shelter” is defined as any appropriate facility that has the primary use of providing temporary or transitional 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.
- Rapid Re-Housing services are designed to assist those who are homeless to move directly back into permanent housing quickly and without preconditions, such as completing a treatment plan or obtaining a job. Services shall include assisting with housing search, advocating for clients with potential landlords, and providing continued support services after rehousing to ensure household stability. .

❖ **Rapid Re-Housing Referral Process**

Contractors are funded to provide case management services to those experiencing unsheltered homelessness. Services must connect households to permanent housing opportunities and shall include assisting with housing search, landlord advocacy, and retention services to ensure housing stability. Funds for paying housing expenses such as security deposits, utility deposits, and rental assistance may be obtained when needed for these clients from CSC. The referral process for RRH client assistance shall be as follows:

1. Contractor’s Rapid Re-housing case manager shall notify designated staff at CSC when a formerly unsheltered household has been approved for permanent housing.
2. CSC staff shall schedule an intake appointment with the client and process client assistance payments based on need. CSC shall make payments directly to the landlord and/or utility company.
3. CSC agrees to complete data entry into HMIS for those housed under this program.
4. Contractor will be responsible for providing ongoing case management supports to the household to ensure housing retention and stability.
5. Contractor may only be reimbursed for other support services provided to the clients if prior approval is obtained by CSC. Under no circumstances can a client be directly reimbursed for any expense.

Grant Activity Requirements

Contractor must abide by all requirements set forth in attached Linn MAC HB 5019 Exhibit A & B including Low-Barrier Shelter Requirements, Habitability Requirements, Use of Grant Funds, Restrictive Covenants, and Restrictive Use Period. Minimally, all funded shelter units must provide heat, electricity, ability to close and lock door, showers and restrooms onsite, hard-surface walls and roofing, and food preparation facilities available onsite or with an action plan to provide meals.

Contractors who are awarded funding for Rapid Re-Housing activities may only count individuals and families

who came from an unsheltered homeless situation (Category 6 – Unsheltered Homeless) toward the stated rehousing goal. **See Attachment C, Exhibit A, Grant Activities section for full details.**

Data Entry & Reporting

- Shelter shall enter shelter guest data into designated Provider on the approved Housing Management Information System (HMIS) within 48 hours of check in and check out in keeping with the policies of the Continuum of Care and OHCS. Shelter’s data entry staff shall also update the client’s Coordinated Entry records per the policies of the CoC.
- All guests should be asked to complete a Coordinated Entry Assessment if one is not already in the CE system. Guests who decline may not be denied services, however, based solely on their refusal to submit to assessment.
- Data collected must meet all CoC and OHCS requirements for state funding.
- Shelter shall designate staff who have been trained in HMIS processes to be responsible for timely and complete data entry for all shelter guests. Under no circumstances shall Contractor allow untrained personnel to access to or enter or alter data on HMIS.
- Shelter must observe all required cyber security protocols to secure client data, both written and electronic.

Shelter is expected to maintain a less than 5% error rate on all Homeless Management Information System (HMIS) data entered activities with no omissions.

Project Milestones

In order to fulfill the goals of HB 5019, shelter bed creation is expected to be achieved in the most expedient manner possible. Proposed shelter beds must be completed and operational no later than June 1, 2025. Similarly, efforts to rehouse unsheltered individuals and families must ensure that Linn County meets its goal of housing at least 32 households by June 30, 2025. **See Attachment C, Exhibit B, Linn MAC Milestones for details.**

Accounting Requirements

Subrecipient shall prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the program, including adjustments to reconcile the accounting records.

- CSC shall reimburse expenditures of sub recipients under this Agreement only if they are:
- 1) In payment of eligible activities or services performed under this Agreement.
 - 2) In payment of services performed or supplies delivered during the applicable program period;
 - 3) In the aggregate not in excess of 100% of the funds provided to the respective applicable grant program under this Agreement; and
 - 4) Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with sub recipients.

Monitoring

Subrecipient shall be monitored regularly by CSC during the term of Contract on a schedule set forth by CSC program manager and Fiscal Director. Subrecipients shall provide documentation on clients served

with program funds to prove eligibility if direct services have been provided. If staffing costs have been reimbursed, sub recipient shall provide documentation supported by properly executed payroll and time records for staff paid with pass through funds. Further, OHCS may require such other information as it deems necessary or appropriate in its sole discretion.

Subrecipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in OHCS' Record Retention Schedule, as may be modified from time to time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include an assessment related to housing barriers and the services/assistance provided to address such barriers. Sub recipient shall retain and keep accessible all such program records, client records, books, documents, papers, plans, and writing for a minimum of **seven (7) years** after final payment or service to client.

Audits

If required by OHCS, CSC shall, and shall require and cause its sub recipients to, submit to OHCS satisfactory financial and compliance audits for the periods covered by the grants. This requirement is in addition to any audit requirements set forth by OMB.

Invoicing

This contract shall be billed on a reimbursement basis. Contractor shall submit monthly invoices to CSC for costs described in Contract Price section above, under the following parameters:

- All requests for reimbursement must be accompanied by an invoice from Contractor as well as copies of all expense receipts.
- Requests for staffing costs must be accompanied by copies of timesheets or other records of hours spent on grant-related activities.
- Purchases of supplies and equipment exceeding \$4,999 must be pre-approved by Oregon Housing and Community Services and CSC. Contractor must obtain 3 bids and submit those to CSC for review and approval by OHCS. No reimbursement shall be made for such purchases that were not pre-authorized and approved by CSC and OHCS.
- Materials reimbursed under this subgrant must be purchased and services performed no later than June 30, 2025.

All invoices and backup documents must be submitted monthly via email to:

CSC Grants
grants@communityservices.us

Termination of Agreement

Subrecipient agreements are subject to termination upon such a directive to CSC by OHCS. OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipients are considered independent contractors and are not agents of OHCS or CSC.

Contractor shall abide by all terms and conditions set forth by Oregon Housing and Community Services in the attached Intergovernmental Grant Agreement (Attachment C).

[Attached Separately]