

2013-2014 MASTER GRANT AGREEMENT
Exhibit A, Program Element 04
State Homeless Assistance Program (SHAP)

1. Description. The State Homeless Assistance Program (SHAP) Program provides state funds to help meet the emergency needs of homeless Oregonians by providing operational support for emergency shelters and the supportive services directly related to them. SHAP funds are available for three program components: emergency shelter operations, shelter resident support services and data collection.

2. Definitions. Capitalized words in this program element shall have the meanings provided herein, as stated in OAR 813.240 as amended, ORS 458.505 to 458.545, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“*CERTIFIED HOUSEHOLD*” means any individual, family or household whose homeless status and eligibility for SHAP services has been verified through required and adequate documentation.

“*EMERGENCY SHELTER*” means any facility whose primary purpose is to provide temporary or transitional shelter for the Homeless in general or for specific populations of the Homeless and does not require occupants to sign leases or occupancy agreements.

“*HMIS*” means Homeless Management Information System.

“*HOMELESS*” means an individual, family or HOUSEHOLD that lacks a fixed, regular, and adequate nighttime residence and meets HUD CFR 576.2 and OHCS categorical definitions of literally homeless, imminent risk of homelessness, fleeing/attempting to flee domestic violence and unstably housed and at-risk of losing their housing.

“*HOMELESS PREVENTION*” means services or programs designed to prevent the incidence of homelessness.

“*HOUSEHOLD*” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

“*HOUSEHOLD INCOME*” means the total HOUSEHOLD receipts before taxes from all sources. Income may be reduced by deductions allowed by the DEPARTMENT. Income does not include assets or funds over which the applicant has no control.

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

“*LEGAL REQUIREMENTS*” means federal and state statutes applicable to SHAP, federal and state rules and regulations applicable to SHAP, and OHCS directives, all as amended from time to time. LEGAL REQUIREMENTS are, and shall be deemed by the parties to constitute, terms and conditions of this Agreement.

“*OHCS*” means the State of Oregon, acting by and through its Housing and Community Services Department.

“*PROGRAM PARTICIPANT*” means a HOUSEHOLD that is provided services through SHAP funded programs.

“*SHAP*” means State Homeless Assistance Program.

“*SUBGRANTEE*” means the public or private nonprofit organization which has entered into this Agreement with OHCS to administer SHAP at the local level within the designated service area.

“*SUBRECIPIENT*” means a public or private nonprofit organization that enters into a written agreement with SUBGRANTEE satisfactory to OHCS to provide SHAP assistance to CERTIFIED HOUSEHOLDS.

“*WORK PLAN APPLICATION*” means SUBGRANTEE’s funding application, which is part of the contract between the DEPARTMENT and the SUBGRANTEE.

3. 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 local WORK PLAN APPLICATION as approved by OHCS and supplemented herein, together with applicable LEGAL REQUIREMENTS including OAR 813.240 as amended and ORS 458.505 to 458.545. The approved WORK PLAN APPLICATION is incorporated herein by reference. 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 shall require its SUBRECIPIENTS by contract to administer State Homeless Assistance Program (SHAP) Funds in a manner that is satisfactory to OHCS and in compliance with all PROGRAM REQUIREMENTS, including but not limited to the following terms and conditions:
 - 1) SUBGRANTEE shall expend no more than ten percent of its SHAP Program award for allowable administrative costs in order to provide the services outlined in this agreement. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to expend no more than five percent of its SHAP Program award from the SUBGRANTEE agency for allowable administrative costs.

 - 2) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that SHAP program funds are used only for HOMELESS SERVICES within the three program components as described in OAR 813.240 as amended and OHCS Homeless Program Guidelines. Eligible program components are:
 - a) EMERGENCY SHELTER Operations—major rehabilitation, conversion or renovation (property acquisition and new construction are **ineligible**) of a building to serve as a homeless shelter and costs of shelter operations;
 - b) Shelter Resident Support Services—services designed to stabilize resident’s housing situation and transition PROGRAM PARTICIPANTS out of shelter to stable housing and;
 - c) Data Collection—costs related to participating in an OHCS approved HMIS including six month determination of housing status after program exit.

 - 3) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to provide eligible shelter resident services designed to stabilize the housing situation of the PROGRAM PARTICIPANT or transition the participant out of shelter. Such services may include: case management, counseling, access to health care, employment assistance, personal hygiene, nutritional assistance and other supportive services. SHAP funds shall **not** be utilized for purposes of rent or house payment to prevent eviction or foreclosure.

 - 4) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to conduct an initial evaluation to determine eligibility for SHAP assistance in accordance with existing local Continuum of Care developed centralized or coordinated assessment requirements and OHCS approved SUBGRANTEE written standards for providing SHAP assistance. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to serve only CERTIFIED HOUSEHOLDS whose eligibility has been determined using SHAP program eligibility criteria issued by OHCS. SUBGRANTEE is responsible to OHCS for any losses resulting from improper or negligent issuance of SHAP funds.

 - 5) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to provide SHAP assistance only to HOUSEHOLDS who meet OHCS criteria for being defined as:
 - a) ***Literally Homeless*** meaning a household lacks a fixed, regular, and adequate nighttime residence including living in a place not meant for human habitation;

- b) *Imminent Risk of Homelessness* meaning a household who will imminently lose their primary nighttime residence within fourteen days, has no subsequent residence identified and lacks resources or support networks needed to obtain permanent housing;
 - c) *Fleeing/Attempting to Flee Domestic Violence* meaning a household fleeing or attempting to flee domestic violence, has no other residence and lacks the resources or support networks to obtain permanent housing;
 - d) *Unstably housed and at-risk of losing their housing* meaning a household who is experiencing housing instability and lacks the resources or support networks to obtain permanent housing.
- 6) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to meet OHCS recordkeeping requirements for the adequate documentation of HOMELESS status when determining the eligibility of HOUSEHOLDS served with SHAP funds.
- 7) SUBGRANTEE and SUBRECIPIENTS may utilize SHAP funds to address the specific needs of various HOMELESS subpopulations, such as victims of domestic violence, youth, mentally ill, veterans, families with children, or others. Specific targeting of funds should be outlined and approved by OHCS in the SUBGRANTEE's WORK PLAN APPLICATION.
- 8) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to have Denial, Appeal and Fair Hearing procedures accessible to applicants upon request. All appeals and fair hearing requests will be handled by the SUBGRANTEE. Clients who believe they have been discriminated against during local fair hearing processes may request an appeal to OHCS.
- 9) SUBGRANTEE and SUBRECIPIENTS may terminate assistance provided by SHAP-funded activities to participants who violate program requirements. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to have in place a procedure, satisfactory to OHCS, which governs the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated to and easily understood by PROGRAM PARTICIPANTS and readily available upon request, or posted in a public location.
- 10) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures SHAP program integrity. For example, the following procedures should be established and outlined in local documentation (e.g. staff policy/procedure manuals):
- a) SUBGRANTEE shall establish and maintain regular SUBRECIPIENT monitoring practices (if applicable). SUBGRANTEE shall obtain prior written approval from OHCS when adding additional SUBRECIPIENTS or renewing any SUBRECIPIENTS.
 - b) SUBGRANTEE shall, and shall cause and shall 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 shall, and shall cause and shall 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 assistance services.
 - d) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain clear procedures for dealing with applicants 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 shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 11) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that all necessary documentation is included in client files as satisfactory to OHCS. This includes documentation of HOMELESS status used to determine program eligibility.
- 12) SUBGRANTEE shall, and shall cause and shall 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 SHAP funding at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that data collection and reporting for SHAP funded activities be conducted through the use of OHCS approved HMIS. SUBGRANTEE shall, and shall cause and require its SUBRECIPIENTS to assure that data entry into HMIS occurs in an accurate and timely manner as satisfactory to OHCS.
- B. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to submit all reports as required in the Master Grant Agreement as satisfactory to OHCS including submission of the “Homeless Quarterly Report” which is due 30 days following the end of each quarter—October 30th, January 30th, April 30th and July 30th.
- C. SUBGRANTEE shall provide additional reports as needed or requested by OHCS.
- D. SUBGRANTEE may request a reporting deadline extension when necessary.

5. Performance Measures

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to operate the SHAP program in a manner designed to achieve the following performance goals:
 - 1) Increased housing stability as measured by the percentage of households served who exit program into permanent housing. Preliminary statewide target is 30%.
 - 2) Increased housing stability as measured by the percentage of households served entering permanent housing with stays of six months or longer. Statewide target is 80%.

(The remainder of this page left blank intentionally)