

2013-2014 MASTER GRANT AGREEMENT
Exhibit A, Program Element 07
Low Income Rental Housing Fund (LIRHF)

- 1. Description.** The Low Income Rental Housing Fund (LIRHF) program offers rental assistance for multiple months to very low income tenants to pay a portion of housing costs, as well as a refundable security deposit. The amount of payment is determined by a number of factors, including the tenant household's size and income and the unit's rent or the geographical area's standardized rent. Tenants receive rental assistance for a unit of their own choosing. A tenant may move to another rental property and still retain the rental subsidy.
- 2. Definitions.** Capitalized words in this program element shall have the meanings provided herein, as stated in OAR 813-049, ORS 456.620, 458.620, and ORS 458.650, or as otherwise provided by OHCS unless the context clearly requires otherwise:

"ADJUSTED INCOME" means a household's annual income less specified allowances determined by HUD, including allowances for dependents, elderly family members, handicapped or disabled members and child care expenses.

"APPLICANT" means an individual or entity that has applied for LIRHF funds.

"CERTIFIED HOUSEHOLD" means any HOUSEHOLD that meets the qualifications to receive LIRHF funded services.

"HOME" 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.

"HOUSEHOLD" means an individual living alone or a group of individuals who are living together as one economic unit.

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

"HOUSING" means rental units, 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. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.

"LEGAL REQUIREMENTS" means federal and state statutes applicable to LIRHF, federal and state rules and regulations applicable to LIRHF, 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.

"LIRHF" means Low Income Rental Housing Fund.

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

"PUBLIC HOUSING AUTHORITY (PHA)" means any Public Agency that is authorized to engage in or assist in the development or operation of Low-Income housing.

"SUBGRANTEE" means the public or private nonprofit organization which has entered into this Agreement with OHCS to administer LIRHF 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 LIRHF assistance to a CERTIFIED HOUSEHOLD.

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

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 813-049, ORS 456.620, 458.620 and ORS 458.650. 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 Low Income Rental Housing Funds (LIRHF) 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 may, and may cause and may require its SUBRECIPIENTS by contract to use grant funds allocated specifically by OHCS for allowable administrative and overhead costs in order to provide the services outlined in this agreement.
 - 2) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that SUBGRANTEES and SUBRECIPIENTS who are also PUBLIC HOUSING AUTHORITIES do not use LIRHF to defray the cost of rents on units owned or actively managed by the PUBLIC HOUSING AUTHORITY.
 - 3) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that LIRHF funds are committed by the end of the biennium. Any LIRHF funds not committed by the end of the biennium will be recaptured by OHCS.
 - 4) SUBGRANTEES shall develop a written Tenant Selection Plan, satisfactory to OHCS, as instructed in the LIRHF program manual. The plan must identify any target populations to be served and specify how HOUSEHOLDS will be selected to receive assistance. The plan must assure that assistance is available to all persons in the target population(s). The plan is approved by the OHCS program manager at the beginning of each biennium as part of the WORK PLAN APPLICATION. The SUBGRANTEE may also request approval for changes to the plan throughout the funding period, as needed.
 - 5) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to affirmatively market LIRHF to all qualified members of specified targeted populations and the communities the SUBGRANTEE or SUBRECIPIENT serves. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that information about LIRHF reaches the broadest possible range of potential APPLICANTS. This includes HOUSEHOLDS who may face obstacles to application, including but not limited to language barriers, geographic accessibility or disability.
 - 6) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to determine eligibility of HOUSEHOLDS prior to issuing LIRHF funds using current eligibility criteria issued by OHCS. SUBGRANTEE is responsible to OHCS for any losses resulting from improper or negligent issuance of LIRHF funds.
 - 7) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that HOUSEHOLDS receiving LIRHF funds have annual gross incomes not exceeding 50% of the area median income based on HOUSEHOLD size.

- 8) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that LIRHF rental subsidies do not exceed the difference between a specified rent standard and 30% of the tenant's monthly ADJUSTED INCOME.
- 9) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that the tenant pays a minimum of \$10 per month toward HOUSING or utility costs.
- 10) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that security deposits are consistent with local market practices, and not more than two month's rent.
- 11) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to use LIRHF program funds for only rent or rent/utility subsidies, refundable rent deposits, and/or utility deposits. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to make payment directly to the landlord and utility company.
- 12) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to ensure program participants develop and progress through a self-sufficient plan during the course of the participant's LIRHF assistance.
- 13) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that the rental lease will not be for a lesser term than the effective program contract period. Participant grant assistance may be renewed, but shall not exceed a total of 24 months without review and file documentation by the SUBGRANTEE's LIRHF program manager.
- 14) SUBGRANTEE and its SUBRECIPIENTS may terminate LIRHF assistance if the tenant is not in compliance with program requirements. If terminated, SUBGRANTEE or its SUBRECIPIENTS shall immediately provide the tenant and tenant's landlord with written notice of the termination and of SUBGRANTEE's appeal policy and procedures. All appeals and hearing requests will be conducted by the SUGRANTEE.
- 15) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to keep files for both assisted and ineligible HOUSEHOLDS as satisfactory to OHCS. Files are required to contain documents specified in the OHCS LIRHF program manual.
- 16) 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 LIRHF 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, satisfactory to OHCS, for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

17) 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 LIRHF 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 ensure that data collection and reporting for LIRHF funded activities be conducted through the use of OHCS approved HMIS or other OHCS designated service data information system. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS to assure that data entry into HMIS is accurate and occurs within 30 days of client contact.
- B. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to submit all reports as required in the Master Agreement and outlined in the LIRHF program manual as satisfactory to OHCS.
- C. SUBGRANTEE shall provide additional reports as needed or requested by OHCS.
- D. SUBGRANTEE may request a reporting deadline extension when necessary.

5. Match Requirement

- A. SUBGRANTEE may use LIRHF funds to meet the match requirement of HUD's HOME Investment Partnerships Program.

6. Performance Measures

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to operate its LIRHF program in a manner designed to achieve the following performance goals:
 - 1) Increased housing stability as measured by the percentage of households served who maintained permanent housing for at least six months after exiting the program. Statewide target is 80%.

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