Governor's Emergency Declaration
Executive Order 23-02
CONTRACT

Amendment #1

This Amendment #1 ("Amendment") to Governor's Emergency Declaration Executive Order 23-02 Contract (Grant "Agreement"), as amended from time to time, is by and between ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY"), an Intergovernmental Entity established pursuant to ORS 190.010, and **Mid-Willamette Valley Community Action Agency**, for **Family Emergency Shelter** ("SUBGRANTEE").

RECITALS

The ORS 190 ENTITY desires to amend the Contract to change the insurance requirements.

AMENDMENT

A. The Agreement is hereby amended as follows, effective upon signatures by all parties and approvals as required by law. New language indicated by **bold and underline** and deleted language indicated by ~~strikethrough~~, unless otherwise indicated.

1. Incorporation of Contract Documents
This Contract consists of the following exhibits:

- Exhibit A (Scope of Work)
- Exhibit B (Budget)
- Exhibit C (Insurance Requirements)
- Exhibit D (Online Systems, HMIS)
- Exhibit E (Invoice Form)
- Exhibit F (Program Requirements)
- Exhibit G (Allowable Program Components)
- Exhibit H (Grant Agreement between ORS 190 ENTITY and OHCS)
- **Exhibit I (Amendment #1 to Grant Agreement between ORS 190 ENTITY and OHCS)**

26. Insurance and Workers Compensation
SUBGRANTEE shall provide all necessary insurance as described in Exhibit ~~B~~ **C**.

SUBGRANTEE shall maintain insurance coverage which in all cases shall be no less than commercially reasonable insurance coverage, consistent with applicable industry standards.

~~SUBGRANTEE shall not perform any services related to emergency shelters until SUBGRANTEE has the appropriate Physical Abuse and Sexual Molestation coverage as outlined in the Exhibit C (Insurance Requirements) of this Contract and has provided such coverage to the ORS 190 ENTITY.~~

EXHIBIT C
INSURANCE REQUIREMENTS

The following provisions replace Exhibit C in its entirety.

SUBGRANTEE agrees to obtain insurance pursuant to Section 19.2 of Exhibit H, as amended in Exhibit I.

SUBGRANTEE shall obtain at SUBGRANTEE's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. SUBGRANTEE shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the ORS 190 ENTITY and OHCS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. SUBGRANTEE shall pay for all deductibles, self-insured retention, and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
All employers, including SUBGRANTEE, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). SUBGRANTEE shall comply with these requirements. If SUBGRANTEE is a subject employer, as defined in ORS 656.023, SUBGRANTEE shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If SUBGRANTEE is an employer subject to any other state's workers' compensation law, SUBGRANTEE shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:
☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence. Annual aggregate limit shall not be less than $2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:
☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering SUBGRANTEE's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile

Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts related to the services to be provided under this Grant Agreement by the SUBGRANTEE and SUBGRANTEE's subcontractors, agents, officers, or employees in an amount not less than $1,000,000.00 per claim. Annual aggregate limit shall not be less than $2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the SUBGRANTEE shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☒ **Required** ☐ **Not required**

SUBGRANTEE shall provide network security and privacy liability insurance for the duration of the Grant Agreement and for the period of time in which SUBGRANTEE (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to OHCS or client data, whichever is longer, with a combined single limit of no less than $1,000,000.00 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of OHCS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of OHCS data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

Directors, Officers and Organization insurance covering the SUBGRANTEE's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices, and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than $2,000,000.00 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

☒ **Required** ☐ **Not required**

Employee Dishonesty or Fidelity Bond covering loss of money, securities and property caused dishonest acts of a SUBGRANTEE's employees. Coverage limits shall not be less than $2,000,000.00.

PHYSICAL ABUSE AND SEXUAL MOLESTATION:

☒ **Required** ☐ **Not required**

Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence. Annual aggregate limit shall not be less than $3,000,000.00.

EXCESS/UMBRELLA INSURANCE:
A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:
All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the ORS 190 ENTITY and the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to SUBGRANTEE's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:
SUBGRANTEE shall waive rights of subrogation which SUBGRANTEE or any insurer of SUBGRANTEE may acquire against the ORS 190 ENTITY, OHCS or the State of Oregon by virtue of the payment of any loss. SUBGRANTEE will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ORS 190 ENTITY has received a waiver of subrogation endorsement from the SUBGRANTEE or the SUBGRANTEE's insurer(s).

TAIL COVERAGE:
If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, SUBGRANTEE shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) SUBGRANTEE's completion and ORS 190 ENTITY's acceptance of all Services required under this Grant Agreement, or, (ii) termination of this Grant Agreement, or, iii) the expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
SUBGRANTEE shall provide to the ORS 190 ENTITY Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the ORS 190 ENTITY and the State of Oregon, its officers, employees, and agents as Certificate holders and as endorsed Additional Insureds. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language affecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance the ORS 190 ENTITY has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement.

NOTICE OF CHANGE OR CANCELLATION:
The SUBGRANTEE or its insurer must provide at least thirty (30) days' written notice to the ORS 190 ENTITY before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
SUBGRANTEE agrees to periodic review of insurance requirements by the ORS 190 ENTITY under this agreement and to provide updated requirements as mutually agreed upon by the ORS 190 ENTITY and SUBGRANTEE.

STATE ACCEPTANCE:
All insurance providers are subject to OHCS and ORS 190 ENTITY acceptance. If requested by the ORS 190 ENTITY or OHCS, SUBGRANTEE shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to the ORS 190 ENTITY.

EXHIBIT I

Amendment #1 to Grant Agreement between ORS 190 ENTITY and OHCS

Agreement No. OR-504

Grant Agreement

State of Emergency Due to Homelessness

Amendment #1

This Amendment #1 (this "Amendment") to Agreement #OR-504, as amended from time to time ("Agreement") is by and between the State of Oregon ("State"), acting by and through its Housing and Community Services Department ("Agency"), and ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("Recipient"), an Intergovernmental Entity established pursuant to ORS 190.010.

RECITALS

A. Agency desires to Amend the Agreement to change the Insurance Requirements in Section 19.

AMENDMENT

1. Section 19 of the Agreement is hereby amended as follows effective upon signatures by all parties and approvals as required by law. New language indicated by **bold and underline** and deleted language indicated by ~~strikethrough~~:

19. **Insurance**

19.1 Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

19.2 ~~Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in Exhibit C.~~ **Recipient shall require subcontractors to maintain insurance coverages that meet or exceed Recipient's standard policies and practices with respect to the subcontracted activities, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.**

2. Exhibit C is removed in its entirety upon signatures by all parties and approvals as required by law.

3. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.

4. **Counterparts**

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

5. Signatures

Oregon Housing & Community Services	**ORS 190 Entity, Mid-Willamette Valley Homeless Alliance**
_____	_____
Signature	**Signature**
Sandra Flickinger, Designated Procurement Officer	_____
Printed Name & Title	**Printed Name & Title**
_____	_____
Date	**Date**

A. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.

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

C. **Signatures**

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance

_____ 7/14/2023
Signature Date
Jeremy Gordon, President

[Organization]

_____ _____
Signature Date

_____
Printed Name & Title