**Senate Bill 5511: Sustaining Efforts of**
**Executive Order 23-02 Oregon's Emergency Homelessness Response**
**CONTRACT**

**ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY"),**
**And**
**Center for Hope & Safety ("SUBGRANTEE")**

This contract is made and entered into by and among the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance, an intergovernmental organization, hereinafter referred to as "ORS 190 ENTITY", and **Center for Hope & Safety**, hereinafter referred to as "SUBGRANTEE", with funding provided through Oregon Housing and Community Services, hereinafter referred to as "OHCS".

**Grant Agreement**

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows.

**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 (Intergovernmental Agreement between ORS 190 ENTITY and OHCS)

**2. Term**
Unless terminated or extended, this Contract shall be in effect from date of signature **through June 30, 2025**. The expenditure period for Grant Funds under this Contract is January 10, 2024 through June 30, 2025.

The expiration of the term of this Contract, including if this Contract is terminated prior to the end of the above-described term, shall not terminate remedies available to the ORS 190 ENTITY or to SUBGRANTEE hereunder.

**3. Work to be Performed**
SUBGRANTEE shall perform all work described in the attached Scope of Work (Exhibit A) and Budget (Exhibit B), in accordance with the terms and conditions of this Contract and other applicable law, whether or not described in this Contract. SUBGRANTEE shall perform its obligations efficiently, effectively, and within applicable grant timelines, all to the satisfaction of the ORS 190 ENTITY. SUBGRANTEE will not deny service to any eligible resident within the Marion-Polk region on the grounds of inability to pay.

**4. Background and Definitions**
The Parties acknowledge the following background related to this Agreement:

a. On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor

directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. Through the passage of House Bill 5019 (2023) by the Oregon Legislative Assembly, resources were delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that were included within the emergency declaration as determined by Agency. CoCs were required to complete and submit for approval of a Community Plan that outlines the specific strategies and commitments to accomplish the goals ("the Plan"). Although CoCs will not be held to the specific goals and milestones within their Plan, it will still be used as a framework. Agency supported such communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

i. Prevent homelessness for 8,750 households statewide;
ii. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
iii. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

OHCS deployed, and ORS 190 ENTITY received Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the "Program").

b. Additionally, OHCS has received and deployed to ORS 190 ENTITY funding from Senate Bill (SB) 5511 to continue to build upon the initial investments made from House Bill (HB) 5019 (2023) to ensure that shelters, outreach positions and other Program related functions continue to receive funding are. SB 5511 provides for continuity of operations by funding services related to the following aspects of the Plan:
    i. Operational costs of maintaining shelter beds created utilizing HB 5019 funding;
    ii. The Costs related to maintaining landlord engagement and supports; as well as services related to block leasing arrangements to help maintain unit access for people rehoused through HB 5019; and
    iii. Costs to maintain local service provider staffing related to outreach and navigation to shelter.

c. All references to "days" in this Agreement shall mean calendar days.

**5. Culturally Diverse and Appropriate Services**

The ORS 190 ENTITY and SUBGRANTEE commit to an intentional, data-driven approach to reduce disparities in housing and social service provisions. SUBGRANTEE will demonstrate, through its actions, an understanding and appreciation for diversity and difference in its clients and consumers. This will be demonstrated through the provision of equal access to services for all individuals. SUBGRANTEE will respect and value gender, language, race, developmental ability, and socioeconomic diversity in its clients, and will respect the client's right to privacy in such areas as religious faith, political beliefs, and sexual orientation. All individuals will be treated with dignity and respect regardless of gender, language, race, developmental ability, religion, political beliefs, sexual orientation, and socioeconomic level. All services provided will be culturally, developmentally, and gender appropriate to the individuals receiving the service and will respect the privacy of the client. The ORS 190 ENTITY reserves the right to review information regarding efforts to deliver services that benefit a diverse population.

**6. Client Confidentiality**
SUBGRANTEE shall protect and will require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Contract. Neither SUBGRANTEE nor its subcontractors or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Contract, as authorized in writing by the client, applicant, or recipient of such services, or as required by law. SUBGRANTEE, its subcontractors, and its vendors must appropriately secure all records and files to prevent access by unauthorized persons. SUBGRANTEE shall ensure and must require and cause its subcontractors and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

**7. Reporting**
SUBGRANTEE agrees to prepare and furnish all financial reports and program data reports required by the ORS 190 ENTITY, in a format prescribed by the ORS 190 ENTITY. All required reports must be submitted by email to the Grant Manager or designee by established due dates. If SUBGRANTEE fails to provide reports by established due dates, payment may be withheld.

At the discretion of OHCS, other reports may be required when deemed necessary to provide program utilization and performance information. SUBGRANTEE reporting to the ORS 190 ENTITY must occur timely, so that the ORS 190 ENTITY can meet the required deadline for reports to OHCS. Assistance with HMIS data entry and reporting may be found on the OHCS website at: https://www.oregon.gov/ohcs/Pages/best-practices-hmis.aspx and on the ORS 190 ENTITY website at: https://mwvhomelessalliance.org/committees/hmis-users-workgroup/

SUBGRANTEE's reporting shall comply with the online systems requirements established in the OHCS grant Contract with the ORS 910 ENTITY (Exhibit D).

**8. Amendments**
This Contract may be amended only by a written instrument executed by the parties or by their successors. Any changes to the Scope of Work (Exhibit A) or Budget (Exhibit B) by SUBGRANTEE shall require the prior written approval of the ORS 190 ENTITY. Requests for and justification of any change must be submitted in writing to the Grant Manager:

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|---|---|
| Name | Elaine Lozier |
| Address | 100 High St. SE, Suite 200 |
| City, OR Zip | Salem, OR 97301 |
| Phone | 503-540-1620 |
| Email | elaine.lozier@mwvhomelessalliance.org |

The change must be approved in writing by the Grant Manager **prior to commencement** of the requested change.

**9. Collaboration Responsibilities**
SUBGRANTEE shall participate in the Continuum of Care (CoC) Collaborative Committee meetings, EO Implementation Team meetings, and other meetings related to the Governor's Emergency Declaration,

upon request of the Grant Manager. SUBGRANTEE shall participate in the CoC's Coordinated Entry System, abiding by and adhering to the CoC's Coordinated Entry Policies and Procedures.

All activities conducted under this Contract must be Housing Focused. "Housing Focused" activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Contract may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, SUBGRANTEE must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

**10. Consideration; Spending Expectations**

**a.** The ORS 190 ENTITY has agreed to make a conditional award of funds to SUBGRANTEE in the not-to-exceed amount **$361,952** (the "Grant"). This Grant award provides that up to ten and a half percent (10.526487%) of program expenditures may be used for allowable SUBGRANTEE administrative costs.

**b.** Following expenditures by SUBGRANTEE and submission to ORS 190 ENTITY of a report detailing such expenditures in such form as is satisfactory to or required by ORS 190 ENTITY, ORS 190 ENTITY will reimburse SUBGRANTEE for Authorized Expenses up to the amount of the Grant, following receipt of requests by ORS 190 ENTITY for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from January 10, 2024 until June 30, 2025 (the "Performance Period").

**c.** Any desired use of funds by SUBGRANTEE that differs from the Scope of Work and Budget must first be approved in writing, by the Grant Manager. 100% of the Grant must be used to provide services as described in the Scope of Work (Exhibit A) and Budget (Exhibit B).

**d.** Any and all disbursements of funds hereunder are subject to the terms and conditions of this Contract, including, without limitation, that such funds are lawfully and fully appropriated, allocated, and available to OHCS with authorizing limitation. SUBGRANTEE's obligation to perform the work as stated in Exhibit A, Scope of Work is conditioned upon the ORS 190 ENTITY receiving corresponding Grant funds available for reimbursement of such appropriate work costs.

**e**. SUBGRANTEE shall submit a monthly request for reimbursement to the ORS 190 ENTITY on a form approved by the ORS 190 ENTITY. Expenditures and Requests for Funds shall be supported by SUBGRANTEE with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Contract in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. The ORS 190 ENTITY may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

**f.** SUBGRANTEE may request one advance payment to the ORS 190 ENTITY not to exceed 15% of the Grant award, and a second advance payment of an additional 10% of the Grant award upon demonstrating the initial advance will be fully expended within thirty (30) days. SUBGRANTEE will submit a request for payment advance on a form approved by the ORS 190 ENTITY. SUBGRANTEE will provide the Grant Manager or designee written authorization and detailed documentation of how the advance payment will be expended. Advance grant fund payments are at the ORS 190 ENTITY's sole discretion and will be made only as close as is administratively feasible to the actual use by the SUBGRANTEE for applicable direct or indirect work costs and only up to the proportionate share of such allowable costs as is permitted under this Contract, including applicable program requirements. SUBGRANTEE shall return to the ORS 190 ENTITY remaining advance funds that have not been spent within ninety (90) days of receipt unless another use of such funds is authorized in writing by the Grant Manager. This remedy is in addition to any other remedies available to the ORS 190 ENTITY under this Contract or otherwise.

**g.** SUBGRANTEE may request pre-payment to cover the cost invoiced for goods or services received by SUBGRANTEE. SUBGRANTEE will submit a request for pre-payment on a form approved by the ORS 190 ENTITY. SUBGRANTEE will provide the Grant Manager or designee documentation expenses to be covered by the pre-payment. Pre-payment of grant funds are at the ORS 190 ENTITY's sole discretion and will be made only for goods or services already received by SUBGRANTEE and due payment by SUBGRANTEE.

**h.** Requests for pre-payments and reimbursements, and questions related to fiscal matters and HMIS reporting, shall be directed to the Grant Manager or designee.

**11. Nonexclusive Remedies Related to Funding.**

**a. Redistribution or Retention of Funds**

The ORS 190 ENTITY may withhold any and all undisbursed Grant Funds from SUBGRANTEE if the ORS 190 ENTITY, in its sole discretion, determines that SUBGRANTEE has failed to timely satisfy any material obligation arising under this Contract or otherwise. SUBGRANTEE's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to ORS 190 ENTITY about SUBGRANTEE's performance under this Contract as well as timely satisfying all SUBGRANTEE's obligations relating to any Grant Funds.

If Grant funds are not obligated for reimbursement by SUBGRANTEE in a timely manner as determined by the ORS 190 ENTITY at its sole discretion, the ORS 190 ENTITY may reduce SUBGRANTEE funding as it determines to be appropriate in its sole discretion and redistribute such funds to other providers. This remedy is in addition to any other remedies available to the ORS 190 ENTITY under this Contract or otherwise.

**b. Reservation of Right to Recapture**

The ORS 190 ENTITY reserves the right to recapture funds from SUBGRANTEE based on misrepresentation, underperformance, non-compliance, fraud, expiration, or termination of this Contract.

**12. Termination**

**a.** The ORS 190 ENTITY may terminate this Contract in whole or in part upon written notice to SUBGRANTEE for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance, or loss of authority to perform any of its obligations hereunder by SUBGRANTEE, as determined by the ORS 190 ENTITY in its sole discretion.

**b.** The ORS 190 ENTITY may, upon thirty (30) days written notice, , or immediately in the event of the events described in items 4-9 below, terminate this Contract in whole or in part for cause including, but not limited to events described above in subsection 12.a. Cause may include any event, including an event of default, as determined by the ORS 190 ENTITY in its sole discretion, that renders inappropriate the continuation of this Contract or any part hereof. Among other things, SUBGRANTEE shall be deemed to be in default if, by act or omission, and as determined by the ORS 190 ENTITY at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the ORS 190 ENTITY under this Contract. Such events and events of default may include, but are not limited to an occurrence of any of the following:

**1)** SUBGRANTEE fails to fulfill timely any of its obligations under this Contract;

**2)** SUBGRANTEE fails to timely comply with directives received from the ORS 190 ENTITY or OHCS;

**3)** Funds provided under this Contract are used improperly or illegally by SUBGRANTEE;

**4)** Funding for the state grant program is denied, suspended, reduced, or eliminated;

**5)** Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the ORS 190 ENTITY is prohibited from paying for or lacks authority to pay for any work performance under this Contract or to pay for any such performance from the planned funding source(s);

**6)** Funding, appropriations, limitations, or expenditure authorization to expend Grant funds is denied, suspended, reduced, or eliminated;

**7)** Any certification, license, or certificate required by law to be held by SUBGRANTEE to perform the work required by this Contract is for any reason denied, revoked, suspended, limited, or not renewed;

**8)** SUBGRANTEE (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;

**9)** SUBGRANTEE, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in agreements or contracts with any federal or state department, including OHCS.

**c.** SUBGRANTEE may, upon thirty (30) days written notice, terminate this Contract in whole or in part, if:

**1)** The ORS 190 ENTITY unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;

**2)** The ORS 190 ENTITY provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within thirty (30) days of being informed that it is contrary to any such law;

**d.** Any party may terminate this Contract in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a competent court (in a final determination), in such a way that one or more parties no longer have the authority to meet their obligations under this Contract in whole or such part.

**e.** Upon issuance of any notice to terminate this Contract and prior to the effective date of the termination, the ORS 190 ENTITY may, in its sole and absolute discretion, require that SUBGRANTEE obtain prior approval for any additional expenditures that would obligate the ORS 190 ENTITY to reimburse it from Grant funds orotherwise.

**f.** Notwithstanding the above, or any termination thereunder, neither the ORS 190 ENTITY nor SUBGRANTEE shall be relieved of their liability to the other party for damages sustained by virtue of its breach of this Contract. The ORS 190 ENTITY may withhold any reimbursement to SUBGRANTEE in the amount of compensation for damages due the ORS 190 ENTITY from SUBGRANTEE, as estimated by the ORS 190 ENTITY in its sole discretion, until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

**g.** In the event of termination of this Contract by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by SUBGRANTEE under this Contract shall be delivered to the Grant Manager within sixty (60) days of the date of termination or upon such date as requested by the ORS 190 ENTITY.

**h.** Termination of this Contract shall not impair or invalidate any remedy available to the ORS 190 ENTITY or to SUBGRANTEE hereunder, at law, or otherwise.

**13. Conflict of Interest**
SUBGRANTEE shall establish and provide ORS 190 ENTITY a conflict of interest policy which outlines the process for disclosing in writing any actual or potential conflict of interest, as defined in ORS Chapter 244. Any perceived or actual conflict of interest shall be reported to the Grant Manager in a timely manner.

**14. Grievance Policy**
SUBGRANTEE shall establish and provide ORS 190 ENTITY a grievance policy and provide written notice of such policy to clients.

**15. Governing Law; Venue; Consent to Jurisdiction**
This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") involving the ORS 190 ENTITY that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. SUBGRANTEE expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, the ORS 190 ENTITY and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

**16. Compliance**
SUBGRANTEE shall comply with Program Requirements, whether or not such Program Requirements exist at the time this Contract is executed or arise subsequent to the execution of this Contract. Performance by all parties of their respective obligations hereunder must be made efficiently, effectively, and within applicable program timelines.

Program Requirements expressly include, among other things, all applicable federal, state, and local laws, regulations, rules, orders, and ordinances. In the absence of further clarification from applicable statutes, regulations, rules, ordinances, or orders, including directives from OHCS, SUBGRANTEE will fulfill the terms and conditions of this Contract in accordance with federal and state laws, regulations, guidance, and executive orders, as applicable.

**17. No Third-Party Beneficiaries**
Except as provided in this Section 16, the ORS 190 ENTITY and SUBGRANTEE are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons. Notwithstanding the foregoing, OHCS may enforce the requirements of its grant agreement with the ORS 190 ENTITY against SUBGRANTEE.

**18. Notices**
Except as otherwise expressly provided in this Contract, any communications among the parties hereto or notices to be given shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to SUBGRANTEE or the ORS 190 ENTITY at the address or number set forth in this Contract, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or

registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the ORS 190 ENTITY, facsimile transmission must be confirmed by telephone notice to the Grant Manager for the ORS 190 ENTITY. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**19. Monitoring**

**a.** The ORS 190 ENTITY shall monitor the activities of SUBGRANTEE and its vendors as it deems necessary or appropriate, among other things, to ensure SUBGRANTEE complies with the terms of this Contract and that Grant fund awards are used properly for authorized purposes hereunder. The ORS 190 ENTITY also shall review the activities and records of SUBGRANTEE to ensure that performance goals are achieved as specified in this Contract, including without limitation program requirements described in the SUBGRANTEE's Scope of Work (Exhibit A) and that performance is to the satisfaction of the ORS 190 ENTITY. Monitoring activities may include any action deemed necessary or appropriate by the ORS 190 ENTITY including, but not limited to the following: (1) the review, including copying, from time to time of any and all SUBGRANTEE records and other information of every type arising from or related to performance under this Contract; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of SUBGRANTEE financial and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance, and enforcing compliance of SUBGRANTEE, and its officers, employees, agents, contractors, and other staff. ORS 190 ENTITY monitoring and enforcement activities may be conducted in person, by telephone, and by other means deemed appropriate by the ORS 190 ENTITY. SUBGRANTEE consents to such monitoring and enforcement by the ORS 190 ENTITY and agrees to cooperate fully with same. OHCS may also monitor, as described above, any contractor the department deems necessary.

The ORS 190 ENTITY reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to, the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

**b.** SUBGRANTEE shall fully and timely cooperate with the ORS 190 ENTITY in the performance of any and all monitoring and enforcement activities. Failure by SUBGRANTEE to comply with this requirement is sufficient cause for the ORS 190 ENTITY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by the ORS 190 ENTITY as a material failure by the SUBGRANTEE to perform its obligations under this Contract.

**c.** The ORS 190 ENTITY will generally advise SUBGRANTEE as to its observations and findings generated by any on-site visit, usually through an exit interview. Within sixty (60) days after an on-site inspection, the ORS 190 ENTITY will endeavor to provide SUBGRANTEE with a written report as to its findings from that inspection. The ORS 190 ENTITY may advise the

SUBGRANTEE of any corrective action that it deems appropriate, based upon its monitoring activities or otherwise. SUBGRANTEE shall timely satisfy such corrective actions required by the ORS 190 ENTITY.

**d.** The ORS 190 ENTITY may review (including copying) from time to time any and all SUBGRANTEE files, records, and other information of every type arising from or related to performance under this Contract. Within sixty (60) days after a review, the ORS 190 ENTITY will endeavor to communicate in writing to SUBGRANTEE. The ORS 190 ENTITY may advise SUBGRANTEE of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. SUBGRANTEE shall timely satisfy such corrective actions as reasonably required by the ORS 190 ENTITY.

**e.** The ORS 190 ENTITY may track and follow up with SUBGRANTEE regarding the correction by SUBGRANTEE of findings made or other corrective actions required in the ORS 190 ENTITY's monitoring of SUBGRANTEE's performance under this Contract. The tracking record developed by the ORS 190 ENTITY may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. SUBGRANTEE shall resolve findings and other required corrective actions within the timeframes reasonably given by the ORS 190 ENTITY by written report or otherwise.

**20. Remedies**

a. If the ORS 190 ENTITY determines, in its sole discretion, that SUBGRANTEE has failed to comply timely with any material obligation under this Contract, including but not limited to any ORS 190 ENTITY directive or term of a corrective action plan, the ORS 190 ENTITY may exercise any remedy available to it under this Contract, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Contract; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Contract; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Contract and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance, or otherwise; (h) debarring or otherwise limiting SUBGRANTEE's eligibility for other funding from the ORS 190 ENTITY; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

b. The rights and remedies of the ORS 190 ENTITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Contract, by law, or otherwise. Except as expressly stated herein, this Section also does not limit SUBGRANTEE's remedies provided under this Contract, by law, or otherwise, but SUBGRANTEE acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Contract.

c. No failure or delay by the ORS 190 ENTITY to enforce any provision of this Contract shall constitute a waiver by the ORS 190 ENTITY of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Contract preclude any

other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

d. Remedies provided under this Contract or otherwise shall survive termination of this Contract.

**21. Unallowable Costs**
SUBGRANTEE shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant program covered by this Contract. If SUBGRANTEE makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Contract, the ORS 190 ENTITY may exercise any and all remedies under this Contract, at law, or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

**22. Disallowance of Costs**
The ORS 190 ENTITY neither is responsible for, nor shall it pay for, any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the ORS 190 ENTITY, except for costs incurred by SUBGRANTEE solely due to the willful misconduct or gross negligence of the ORS 190 ENTITY, its employees, officers, or agents. If a cost is disallowed by the ORS 190 ENTITY after reimbursement has occurred, SUBGRANTEE shall repay all disallowed costs to the ORS 190 ENTITY upon written notice within the time frame specified by the ORS 190 ENTITY, which in no event shall exceed thirty (30) days.

SUBGRANTEE shall cooperate with OHCS and all appropriate investigative agencies and shall assist in recovering invalid payments.

**23. Records Maintenance**
For purposes of Sections 22 and 23, all financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBGRANTEE, whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records."

SUBGRANTEE shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Subject to the foregoing minimum records retention requirement, SUBGRANTEE shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166. SUBGRANTEE shall retain all records pertinent to expenditures incurred under this Contract and otherwise in a manner consistent with the requirements of state and federal law.

**24. Records Access**
The ORS 190 ENTITY, OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits, and records of SUBGRANTEE which are related to this Contract as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the ORS 190 ENTITY which may take possession of them at any time after three (3) business days' notice to

SUBGRANTEE. SUBGRANTEE may retain copies of all records taken by the ORS 190 ENTITY under this Section.

SUBGRANTEE shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, SUBGRANTEE shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBGRANTEE, whether in paper, electronic or other form, that are pertinent to this Contract in such a manner as to clearly document SUBGRANTEE's performance.

**25. Audits**

The ORS 190 ENTITY may require and cause its subgrantees to submit to OHCS and the ORS 190 ENTITY financial and compliance audits satisfactory to OHCS and the ORS 190 ENTITY for such periods and programs covered by this Contract as OHCS and the ORS 190 ENTITY may designate. This requirement is in addition to any audit requirements set forth below.

**26. Fixed Assets**

SUBGRANTEE shall maintain policies and procedures for the management of property and equipment that comply with all applicable federal and state requirements. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:

**a. High Risk Items.**

Fixed assets with a value greater than $5,000 will include computer equipment, electronic equipment, photography equipment, hand tools and other items.

**b. Equipment.**

The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Contract, shall rest with the SUBGRANTEE. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.

**c. Insurance.**

SUBGRANTEE shall, at a minimum, provide the insurance coverage required by Oregon Revised Statutes for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor Vehicles, that has been acquired in whole or in part with funds provided under this Contract owned by SUBGRANTEE with OHCS named as an additional insured party in all such motor vehicles and or equipment.

**d. Loaned Equipment / Property Disposition.**

All fixed assets owned by OHCS and loaned to SUBGRANTEE under a standard Contract will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

**e. Disposal Requiring Prior Approval.**

When SUBGRANTEE wishes to dispose of equipment having an original cost of more than $5,000, and which has a current per-unit, fair-market value of more than $5,000, SUBGRANTEE shall submit a written notification to the Grant Manager. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall

be done in a manner consistent with the property management standards for equipment of the OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

Items of equipment with a current per-unit, fair-market value of $5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS Program Coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program Coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of the ORS 190 ENTITY.

**27. Insurance and Workers Compensation**

SUBGRANTEE shall provide all necessary insurance as described in Exhibit C.

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.

**27. Subgrantee Status**

SUBGRANTEE shall perform all work under this Contract as an independent contractor. SUBGRANTEE is not an officer, employee, or agent of the ORS 190 ENTITY or State, as those entities are, respectively, defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Contract.

SUBGRANTEE agrees that insurance coverage, whether purchased or by self-insurance, for SUBGRANTEE's agents, employees, and officers is the sole responsibility of SUBGRANTEE.

SUBGRANTEE certifies that it is not employed by or contracting with the federal government for the work covered by this Contract.

SUBGRANTEE certifies to the best of its knowledge and belief that neither the SUBGRANTEE nor any of its principals, officers, directors, or employees:

a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Has within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 27-b above;

d. Has within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and

e. Is included on the list titled "**Specially Designated Nationals and Blocked Persons**" maintained by the Office of Foreign Assets Control for the United States Department of the Treasury and currently found at: https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx

**28. Nondiscrimination**

SUBGRANTEE shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits, or employment. SUBGRANTEE shall not discriminate against minority-owned, women-owned, or emerging small businesses. Pursuant to Article I, section 5, of the Oregon Constitution, SUBGRANTEE shall not use grant funds to engage in explicitly religious activities, such as proselytizing or worship. SUBGRANTEE may engage in explicitly religious activities; however, these activities must be separate in time or location from the grant-funded program. SUBGRANTEE must not compel clients to participate in explicitly religious activities. No reimbursement may be requested for time spent on religious activities.

**29. Captions**

The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**30. Severability**

If any term or provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

**31. Execution and Counterparts**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**32. Grant Funds**

Grant funds are used in conjunction with this Contract. SUBGRANTEE assumes sole liability for breach of the conditions of the grant, including all terms and conditions of this Contract, by SUBGRANTEE, agents, or assigns and shall, upon breach of grant conditions that require the ORS 190 ENTITY to return funds to the grantor, whether such breach is by SUBGRANTEE, agents, or assigns, hold harmless and indemnify the ORS 190 ENTITY for an amount equal to the grant funds received under this Contract together with any additional damages resulting to OHCS; or if there are legal limitations on the indemnification ability of the SUBGRANTEE, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Contract.

**33. Indemnity**

Subject to applicable law, SUBGRANTEE shall defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, the ORS 190 ENTITY, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of SUBGRANTEE or its officers, employees, subrecipients, subcontractors, or agents under this Contract.

**34. Oregon False Claims Act**
SUBGRANTEE acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by SUBGRANTEE pertaining to this Contract that constitutes a "claim," as defined by ORS 180.750(1). By its execution of this Contract, SUBGRANTEE certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other liabilities that may be applicable, SUBGRANTEE further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against SUBGRANTEE.

Without limiting the generality of the foregoing, SUBGRANTEE represents and warrants that:

a. SUBGRANTEE's representations, certifications, and other undertakings in this Contract are not False Claims Act Violations; and

b. None of SUBGRANTEE's performance under this Contract, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Contract, will constitute False Claims Act Violations.

For purposes of this Section, a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

SUBGRANTEE shall immediately report in writing, to the ORS 190 ENTITY, any credible evidence that a principal, employee, agent, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Contract or any moneys paid under this Contract.

SUBGRANTEE understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or the ORS 190 ENTITY under any other provision of law, or this Contract.

**35. Attorney Fees**
In the event a lawsuit of any kind is instituted on behalf of the ORS 190 ENTITY or SUBGRANTEE with respect to this Contract, or any right or claim related thereto, including but not limited to the collection of any payment due under this Contract or to obtain performance of any kind under this Contract, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to the ORS 190 ENTITY by its attorneys.

**36. Time is of the Essence**
Time is of the essence in the performance of all work under this Contract.

**37. Merger Clause**

This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary ORS 190 ENTITY approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the ORS 190 ENTITY to enforce any provision of this Contract shall not constitute a waiver by the ORS 190 ENTITY of that or any other provision.

**38. Certifications and Signature of Subgrantee's Authorized Representative**

SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

The undersigned certifies under penalty of perjury both individually and on behalf of SUBGRANTEE that:

a. The undersigned is a duly authorized representative of SUBGRANTEE, has been authorized by SUBGRANTEE to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of SUBGRANTEE;

b. By signature on this Contract for SUBGRANTEE, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of SUBGRANTEE and that SUBGRANTEE is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

c. SUBGRANTEE and SUBGRANTEE's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf;

d. SUBGRANTEE is bound by and will comply, and require its subcontractors to comply, with all federal, state, and local laws, regulations, requirements, terms and conditions contained in and as applicable to this CONTRACT; and

e. SUBGRANTEE further certifies to having a formal statement of nondiscrimination in employment policy. To the best of the undersigned's knowledge, SUBGRANTEE has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

**(signature page follows)**

**SIGNATURE OF AUTHORIZED REPRESENTATIVES**

**ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:**

Authorized Signature: Jeremy Gordon Jeremy Gordon (Feb 26, 2024 12:33 PST) Date: 2-Feb-2024

Print Name: Jeremy Gordon Title: President

Address: 100 High Street SE, Suite 200, Salem, OR 97301

Phone: (503) 588-6177 Email: gordon.jeremy@co.polk.or.us

**SUBGRANTEE:**

Authorized Signature: Jayne Downing Jayne Downing (Mar 4, 2024 10:58 PST) Date: 4-Mar-2024

Print Name: Jayne Downing Title: Executive Director

Address: 605 Center Street NE, Salei

Phone: 503-378-1572 Email: jayne@hopeandsafety.org

**Designation of SUBGRANTEE's Grant Manager:**

Name: Sara Brennan Title: Program Manager

Phone: 503-378-1572 Email: sara@hopeandsafety.org

**EXHIBIT A**
**SCOPE OF WORK**

In addition to the scope of work described below, SUBGRANTEE agrees that the scope of work required under this Contract is subject to the provisions governing Grant Activities in Exhibit D.

SUBGRANTEE agrees that the scope of work required under this Contract includes:

Operate the Mosaic shelter, including five units of family housing with 20 beds, serving domestic violence survivors in Salem.

**EXHIBIT B**
**BUDGET**

| Budget Component | Category | Activity | CHS - Mosaic Shelter |
|---|---|---|---|
| Street Outreach | Essential Services | Engagement | |
| Street Outreach | Essential Services | Housing-Focused Case Management* | |
| Street Outreach | Essential Services | Transportation | |
| Street Outreach | Essential Services | Cell Phones or Tablets | |
| Street Outreach | Training | Training | |
| | | | |
| Emergency Shelter | Essential Services | Housing-Focused Case Management* | 188,936 |
| Emergency Shelter | Essential Services | Life Skills Training | |
| Emergency Shelter | Essential Services | Transportation | |
| Emergency Shelter | Operations | Maintenance | |
| Emergency Shelter | Operations | Rent | |
| Emergency Shelter | Operations | Security | |
| Emergency Shelter | Operations | Fuel | |
| Emergency Shelter | Operations | Equipment | 48,455 |
| Emergency Shelter | Operations | Insurance | 24,000 |
| Emergency Shelter | Operations | Utilities | 52,971 |
| Emergency Shelter | Operations | Supplies | 9,500 |
| Emergency Shelter | Volunteer Incentives | Volunteer Incentives | |
| Emergency Shelter | Training | Training | |
| | | | $ 323,852 |
| | | | $ 323,852 |
| | | | $ 38,100 |
| | | | **$ 361,952** |

**EXHIBIT C**
**INSURANCE REQUIREMENTS**

**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 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. 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 Agency's acceptance of all Services required under this Grant Agreement, or, (ii) the ORS 190 ENTITY or SUBGRANTEE 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 effecting 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 SUBGRANTEE and the ORS 190 ENTITY.

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

**EXHIBIT D**
**Intergovernmental Grant Agreement**
**Senate Bill 5511: Sustaining Efforts of Executive Order 23-02 Oregon's Emergency Homelessness Response Agreement No.8206**

# 5511 CHS - EO Contract 1.30.24

Final Audit Report 2024-03-05

| | |
|---|---|
| Created: | 2024-02-26 |
| By: | Linda Hansen (lhansen@mwvcog.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABBLX1ZkqC4UnXQGXB5T7DN-JSX6E1NnW |

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