Attachment B

Grant Agreement
Long-Term Rent Assistance (LTRA) State of Emergency Due to Homelessness

Agreement No. 2025-03

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY")
and
Mid-Willamette Valley Community Action Agency ("SUBSUBRECIPIENT"),
each individually a "Party", and collectively the "Parties".

Recitals:

1. In recognition that additional funding is needed to sustain the services created under HB 5019, ORS 190 ENTITY will subcontract funding deployed from Oregon Housing and Community Services to ORS 190 ENTITY (under Agreement No. 8199) for the creation of a Long Term-Rental Assistance (LTRA) program.

2. SUBSUBRECIPIENT is willing to execute this Agreement to obligating itself to comply with the terms and conditions hereof and to fulfill its obligations in a manner complementary to and in furtherance of the obligations arising from and contained within this Agreement.

Agreement:

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

1. Incorporation of Documents

a) The foregoing recital(s) are incorporated herein by reference. However, the Recitals shall not be deemed to modify the express provisions hereinafter set forth.

b) This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
   i) Exhibit A: Scope of Work
   ii) Exhibit B: Budget
   iii) Exhibit C: Insurance Requirements
   iv) Exhibit D: Marion/Polk LTRA Plan

   There are no other documents unless specifically referenced in this Agreement.

c) In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following order of precedence: this Agreement less exhibits, Exhibits A, B, C, and D.

2. Background

The Parties acknowledge the following background related to this Agreement:

On January 10, 2023, Governor Tina 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. In addition to these efforts on the part of the state government, (Oregon Housing and

Community Services) will play a major role in the delivery of the Governor's early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that are included within the emergency declaration as determined by Oregon Housing and Community Services (OHCS). Furthermore, in recognition that additional funding is needed to sustain the services created under HB 5019, OHCS will deploy funding from Senate Bill (SB) 5511 for the creation of a Long Term-Rental Assistance (LTRA) program. OHCS will support communities in deploying these funds, including but not limited to support pursuant to individual agreements, in a coordinated effort to accomplish the following statewide objectives:

a) Prevent homelessness for 8,750 households statewide;
b) Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
c) Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas;
d) All references to "days" in this Agreement shall mean calendar days.

On 1/17/25, as part of its LTRA Plan, the Alliance issued a Request for Proposals to provide training & technical assistance to culturally specific organizations. Two organizations indicated interest in responding to the RFP. Ultimately, only one organization, Mid-Willamette Valley Community Action Agency (MWVCAA) submitted a proposal.

At its 2/19/25 meeting, the board appointed seven individuals to serve on the Review & Recommendations Committee and named the Executive Committee as the Appeals Committee for this process. Two appointees to the R&R Committee were not able to participate; five individuals served on the R&R Committee.

The R&R Committee met again on February 27, 2025 and, working through its list of concerns, developed a set of recommendations to help offset its concerns.

The results of the R&R Committee review (scoring, review comments, and recommendations) were sent to Community Action Agency the evening of February 27, 2025, and Alliance interim director and contractor met with MWVCAA staff on March 3, 2025 to discuss the conditions being recommended to the board. Additional discussions were held through March 6, 2025, culminating in an alternative recommendation that more time be taken to develop the Training & Technical Assistance program to be offered by the Alliance at a future date, and that MWVCAA be awarded a contract to develop training modules (curriculum) for use in that program.

On March 10, 2025 the R&R Committee met to consider the alternative recommendation and voted unanimously to endorse that recommendation to the board.

3. 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 **March 15, 2025 through June 30, 2025.** Expiration or termination of this Agreement will not prejudice ORS 190 ENTITY's right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

4. Activities to be Performed

SUBRECIPIENT shall perform the activities described in Exhibit A, Scope of Work and Exhibit B, Budget in accordance with the terms and conditions of this Agreement and all applicable laws. SUBSUBRECIPIENT must perform its obligations hereunder efficiently, effectively, and within applicable Agreement timeframes, to the satisfaction of the ORS 190 ENTITY and in adherence to documents incorporated herein.

5. **Grant Disbursement Generally**
The total maximum not-to-exceed amount payable to SUBSUBRECIPIENT under this Agreement, which includes any allowable expenses, is **$6298.88**. ORS 190 ENTITY will not disburse funds to SUBSUBRECIPIENT in excess of the not-to-exceed amount and will not disburse grant funds until this Agreement has been signed by all parties. ORS 190 ENTITY will disburse the grant to SUBSUBRECIPIENT as described below in Section 6 of this Agreement. Funding amounts specified in this Agreement do not constitute a guarantee that SUBSUBRECIPIENT will receive any or all such funds.

6. **Authorized Expenses and Payments**
ORS 190 ENTITY agrees to pay SUBSUBRECIPIENT, from available and authorized funds, the amount of actual expenses incurred by SUBSUBRECIPIENT in performing the grant activities referenced in Exhibit A (Scope of Work), budgeted in Exhibit B (Budget), and allowable within the guidelines referenced in Exhibit D, but not to exceed the total amount of **$6298.88**, following receipt of requests by SUBSUBRECIPIENT for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from **March 15, 2025 until June 30, 2025** (the "Performance Period"). SUBSUBRECIPIENT will submit requests for reimbursement under this Section monthly and in such form and manner as is satisfactory to or required by ORS 190 ENTITY. Funding amounts specified in this Agreement does not guarantee that SUBSUBRECIPIENT will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to ORS 190 ENTITY with authorizing limitation.

7. **Authorized Representatives**
ORS 190 ENTITY's Authorized Representative is:

Misty Sorte
ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
100 High Street SE, Suite 200
Salem, OR 97301
Misty.sorte@MWVHomelessAlliance.org

SUBSUBRECIPIENT's Authorized Representative is:

Ashley Hamilton
2475 Center St.
Salem, OR 97301
Ashley.hamilton@mwvcaa.org

A Party may designate a new Authorized Representative by written notice to the other Party.

8. **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.

9. 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.

10. 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 Authorized Representative or designee within thirty (30) days of the end of the reporting period. If SUBGRANTEE fails to provide reports within the required period, payment may be withheld.

At the discretion of OHCS or the ORS 190 ENTITY, 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.

11. 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. The change must be approved in writing by the ORS 190 ENTITY'S authorized representative **prior to commencement** of the requested change.

12. 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 **$5,500.00** (the "Grant"). This Grant award provides that up to ten percent (10%) of program expenditures may be used for allowable SUBGRANTEE administrative costs.

b. Upon expiration or termination of this Contract, SUBGRANTEE shall return any unexpended Grant funds to the ORS 190 ENTITY within ten (10) days.

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 Authorized Representative or designee. 100% of the Grant must be used to provide services as described in the Scope of Work (Exhibit A) and Budget (Exhibit B).

d. Funds specified in this Contract may include funds that have not yet been appropriated but which the ORS 190 ENTITY anticipates receiving for use in funding this Contract and their identification herein is not a guarantee that the ORS 190 ENTITY will receive any or all such funds. 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 request for reimbursement to the ORS 190 ENTITY on a form approved by the ORS 190 ENTITY on a monthly basis. 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. Requests reimbursements and questions related to fiscal matters and HMIS reporting, shall be directed to the Authorized Representative or designee.

13. 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.

14. 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 11.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 or otherwise.

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 Authorized Representative or designee 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.

15. Conflict of Interest

SUBGRANTEE shall establish 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 Authorized Representative or designee in a timely manner.

16. Grievance Policy

SUBGRANTEE shall establish a grievance policy and provide written notice of such policy to clients.

17. 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.

18. Compliance

SUBGRANTEE shall comply with Program Requirements (see Exhibit F), 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.

19. 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.

20. 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 Authorized Representative or designee for the ORS 190 ENTITY. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 Authorized Representative or designee. 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.

29. 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.

30. 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

31. 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. SUBGRANTEE shall include a provision in any subcontract requiring subcontractors to comply with the requirements of this

clause. No reimbursement may be requested for time spent on religious activities.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. **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.

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

40. **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.

41. **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 OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature:_____Date:_____

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

Mid-Willamette Valley Community Action Agency:

Authorized Signature:_____Date:_____

Print Name:_____Title:_____

Address:_____

Phone: _____ Email: _____

EXHIBIT A
SCOPE OF WORK

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

1. Develop training modules for use in a Training and Technical Assistance program for culturally specific organizations. These training modules will be used to create an Academy that will be coordinated, staffed, and managed by the Alliance. Modules shall include curriculum and materials to support participant knowledge of the following areas, as they related to homeless services:
    a. Acronyms, Terms, Definitions
    b. National, State, and Local Players
    c. The Continuum of Care
    d. The local homeless services system
    e. Other (mainstream) resources and community services
    f. The Homeless Management Information System
    g. The Coordinated Entry System
    h. Collaborative Case Conferencing
    i. Client Eligibility
    j. Client Records
    k. Case Management
    l. Trauma Informed Care
    m. Client-Centered Practices
    n. Housing Vouchers
    o. Habitability Standards
    p. Fair Housing Law
    q. Non-discrimination
    r. Confidentiality
    s. Grievance and due process

2. Work with ORS 190 ENTITY to create a plan to incorporate participant input to refine the training and technical assistance curriculum, materials, and activities.

3. Meet as early in the grant period as possible with ORS 190 ENTITY and OHCS-sponsored technical assistance staff with expertise in equity and cultural responsivity to review and discuss program activities and materials, with the intent of enriching program content and methodology.

4. Identify potential partners with the knowledge and skills to present specific information, with the intent to provide racial and cultural representation, and to introduce participants to a range of community partners.

5. While the Academy curriculum in totality will be the exclusive property of ORS 190 Entity, individual modules can be used by MWVCAA for internal use to train staff. In addition, because this work product will be considered a collaborative project, one staff member that represents

each agency (MWVCAA and MWVHA) will be asked to present or attend each training. The agency reserves the right to decline attendance with appropriate notice.

EXHIBIT B
BUDGET

Attached separately

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.

To be Attached

EXHIBIT D:
Marion/Polk LTRA Plan