MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
BOARD OF DIRECTORS

	Organization (in alpha order)	Delegate	Role
VOTING MEMBERS	Backbone Youth Action Board*	River Woods	Subject Matter Expert
	City of Independence	Shannon Corr	City Councilor
	City of Keizer	Soraida Cross	City Councilor
	City of Monmouth	Christopher Lopez	City Councilor
	City of Salem	Julie Hoy	Mayor
	City of Salem	Shane Matthews	City Councilor
	CoC Collaborative Committee*	David Zepeda	Subject Matter Expert
	CoC Collaborative Committee*	Vacant	
	Confederated Tribes of Grand Ronde	Lisa Leno	Tribal Council Member
	Law Enforcement Assisted Diversion*	Renee Pfeffer	LEAD Navigator
	Marion County	Danielle Bethell	Commissioner
	PacificSource Community Solutions	Zaira Flores Marin	Director, Marion & Polk Counties CCO
	Polk County	Jeremy Gordon, *Chair*	Commissioner
	Salem Health	Leilani Slama	Chief Communications and Community Relations Officer
	Salem-Keizer School District 24J	Andrea Castañeda	Superintendent
	Union Gospel Mission	Dan Clem	Executive Director
	United Way of the Mid-Willamette Valley	Vacant	Vacant
	Willamette Health Council	Josie Silverman-Méndez	Deputy Director
EX OFFICIO (NON-VOTING) MEMBERS	CoC Collaborative Committee	Christine Sommer	Co-Chair
	CoC Collaborative Committee	Sarah White	Co-Chair
	Marion County Housing Authority	Jason Icenbice	Executive Director
	Mid-Willamette Valley Community Action Agency	Ashley Hamilton	Deputy Executive Director
	Polk County Veteran Services	Eric Enderle	Veteran Services Officer
	Salem Housing Authority	Nicole Utz	Housing Administrator
	West Valley Housing Authority	Christian Edelblute	Executive Director

** Representing individuals who are homeless or formerly homeless*

ORS 190 ENTITY BOARD OF DIRECTORS

Organization (in alpha order)	Delegate	Elected or Staff Role
City of Independence	Shannon Corr	City Councilor
City of Keizer	Soraida Cross	City Councilor
City of Monmouth	Christopher Lopez	City Councilor
City of Salem	Julie Hoy	Mayor
Confederated Tribes of Grand Ronde	Lisa Leno	Tribal Council Member
Marion County	Danielle Bethell	Commissioner
Polk County	Jeremy Gordon, *President*	Commissioner
Salem-Keizer School District 24J	Andrea Castañeda	Superintendent

Last update – May 29, 2025

AGENDA

Joint Meeting of:

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA) BOARD OF DIRECTORS; ORS 190 ENTITY BOARD OF DIRECTORS

Meeting Location(s):
July 10, 2025
Mid-Willamette Valley Council of Government
100 High St SE, Salem, OR 97301
And
Via teleconference (Zoomlink on page 4)

1. (3:00) WELCOME — CHAIR GORDON

Please enter your name and organization in the chat.

The Chair will open the meeting with a verbal statement confirming that public notice requirements have been met in accordance with Oregon Public Meeting Law.

2. (3:05) ALLIANCE BOARD CONSENT AGENDA — CHAIR GORDON

Items include approval of:

a. Agenda;
b. June 12th, 2025, Joint MWVHA Board of Directors-ORS190 Entity Meeting Minutes (**pages 05-13**);
c. Appoint the City of Monmouth and Northwest Human Services (non-profit entity) to the Executive Committee;
d. Accept the resignation of United Way of the Mid-Willamette Valley;
e. Accept the resignation of Lynelle Wilcox from the Health & Safety RFP Workgroup; and
f. Accept the resignation of Eli Calvillo (Youth Era) from the HMIS Users Workgroup.

Any consent item may be considered as a separate action item at the request of any board member

3. (3:05) ORS190 ENTITY CONSENT AGENDA — CHAIR GORDON

Approval of June 30, 2025 ORS 190 Entity Meeting Minutes. (**pages 14-16**)

4. (3:15) PUBLIC COMMENT — CHAIR GORDON

Opportunity for members of the public to share their thoughts with the Alliance and ORS 190 Entity Board of Directors. Comments will be limited to three minutes

ORS 190 BUSINESS/ACTIONS

5. (3:20) LTRA-5511 CONTRACT EXTENSIONS — BOLGER

Bolger will present plans to extend LTRA-5511 contracts to ensure continued support for households during the gap between the end of OHCS contracts and the availability of new funding opportunities for the following subgrantees:

1. Mid-Willamette Valley Community Action Agency (MWVCAA)(**pages 17-41**);
2. Sable House (**pages 42-66**);
3. Shangri-La (**pages 67-90**); and

4. Center for Hope & Safety (**pages 91 -115**).

Staff Recommendation:

Approve LTRA contract extensions and increase in funding caps for MWVCAA, Center for Hope & Safety, Sable House & Shangri-La.

6. (3:40)HUD COC PLANNING GRANT AGREEMENT — BOLGER

Bolger will recommend board approval for the HUD CoC Planning Grant Agreement. (**pages 116-126**)

ALLIANCE & ORS 190 MEMBERSHIP

7. (3:55)FEDERAL RECONCILIATION BILL IMPLICATIONS — BOLGER/GORDON

Bolger will share information regarding federal budget proposals and their projected impacts on CoC funding, housing programs and regional coordination efforts. (**pages 127-128**)

8. (4:15)BOARD MEMBERSHIP RECRUITMENT — BOLGER/GORDON

Bolger will present a draft member recruitment and onboarding plan for the Alliance and ORS 190 Entity and open the floor for board member feedback. (**pages 129-130**)

9. (4:20) ALLIANCE MEMBERSHIP AMENDMENTS TO CHARTER — BOLGER/GORDON

Bolger will explain the process to amend membership to the Alliance.

Alliance Action (2/3 Vote): Bolger will propose the following amendments to the Alliance Charter (**pages 131-132**)

a. Add the City of Woodburn to the local government membership provision (A.2.a.iii)
b. Add Northwest Human Services as an Alliance Board Member (A.2.a.vi); and
c. Remove United Way from the Alliance Governance Charter (A.2.a.vi)

10. (4:25)ORS190 INTER-GOVERNMENTAL AGREEMENT AMENDMENT BOLGER/GORDON

Bolger will explain the process to add another member to ORS 190 Entity Intergovernmental Agreement (IGA).

ORS190 Action (3/4 Vote): Bolger will request approval of amendment to the (IGA) and authorization to add a Joinder Agreement to add the City of Woodburn to the ORS190 Entity. **(pages 133-138)**

11. (4:15)PROPOSED CHARTER FOR FINANCE COMMITTEE — BOLGER/GORDON

Bolger will present a draft charter for the Executive Committee/Finance Committee (**pages 139-141**)

ALLIANCE-ORS 190 UPDATES

12. (4:30)DIRECTOR REPORT — BOLGER

Bolger will provide updates on Alliance operations, finances, website, Need Nav and staff report. (**pages 142-154**)

13. (4:50) OTHER BUSINESS OR UPDATES — ALL

14. (4:55)ADJOURNMENT CHAIR GORDON

Supplemental information:

• 2025 Board and Executive Meeting Schedule (**page 155**)

Virtual Meeting Information:

Zoom Link: https://wesd.zoom.us/j/95458332303?pwd=bk7d9HC6q2aIWtydTcho84DrC5nsPX.1
Meeting ID: 954 5833 2303
Passcode: 673610

One tap mobile
+16694449171,,95458332303#,,,,*673610# US
+16699006833,,95458332303#,,,,*673610# US (San Jose)

Staff Contacts:

Board member inquiries:
Misty Bolger – 503.540.1620, misty.bolger@mwvhomelessalliance.org

General questions or difficulties connecting:
Cassie Bay – 503.540.1627, cassandra.bay@mwvhomelessalliance.org

The Mid-Willamette Valley Homeless Alliance is pleased to comply with the Americans with Disabilities Act (ADA). If you need special accommodations to attend this meeting, please contact MWVHA at (503) 540-1627 at least 48 hours prior to the meeting. Hearing impaired, please call Oregon Telecommunications Relay Service, 7-1-1

Joint Meeting Minutes of:

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA) BOARD OF DIRECTORS;
ORS 190 ENTITY BOARD OF DIRECTORS

Meeting Location(s):
June 12, 2025
Mid-Willamette Valley Council of Government
100 High St SE, Salem, OR 97301
And
Via teleconference (Zoom)

MWVHA BOARD MEMBERS PRESENT

Chair, Polk County, Commissioner, Jeremy Gordon
Vice Chair, Marion County, Commissioner, Danielle Bethell
City of Independence, City Councilor, Shannon Corr
City of Keizer, City Councilor, Soraida Cross
City of Monmouth, City Manager, Alt. Rochelle Roaden
City of Salem, Mayor, Julie Hoy
City of Salem, City Councilor, Shane Matthews
CoC Collaborative Committee, Co-Chair, Christine Sommer
Mid-Willamette Valley Community Action Agency, Executive Director, Ashley Hamilton
PacificSource, Marion/Polk CCO Director, Zaira Flores Marin
Salem-Keizer School District 24J, Superintendent, Andrea Castañeda
Willamette Health Council, Deputy Director, Josie Silverman-Méndez

MWVHA BOARD MEMBERS ABSENT

City of Monmouth, City Councilor, Christopher Lopez
CoC Collaborative Committee, Subject Matter Expert, David Zepeda
Confederated Tribes of Grand Ronde, Tribal Council Member, Lisa Leno
Law Enforcement Assisted Diversion, LEAD Navigator, Renee Pfeffer
Marion County Housing Authority, Executive Director, Jason Icenbice
Union Gospel Mission, Executive Director, Dan Clem
West Valley Housing Authority, Executive Director, Christian Edelblute
Polk County Veteran Services, Veteran Services Officer, Eric Enderle
Salem Health, Chief Communications and Community Relations Officer, Leilani Slama
Salem Housing Authority, Housing Administrator, Nicole Utz

ORS 190 MEMBERS PRESENT

Chair, Polk County, Commissioner, Jeremy Gordon
Vice Chair, Marion County, Commissioner, Danielle Bethell
City of Independence, City Councilor, Shannon Corr
City of Keizer, City Councilor, Soraida Cross
City of Monmouth, City Manager, Alt. Rochelle Roaden

City of Salem, Mayor, Julie Hoy
Salem-Keizer School District 24J, Superintendent, Andrea Castañeda

ORS 190 MEMBERS ABSENT

City of Monmouth, City Councilor, Christopher Lopez
Confederated Tribes of Grand Ronde, Tribal Council Member, Lisa Leno

STAFF AND GUESTS PRESENT

UGM, Simonka House, Brenda Newey
Church at the Park, DJ Vincent
City of Keizer, Mayor, Cathy Clark
City of Silverton, Mayor, Jason Freilinger
Curandi, Chris Barber
KMUZ Media Host, Melanie Zermer
Marion County Board of Commissioners, Heather Inyama
MWVCAA, Sara Webb
MWVHA, Admin & Comm, Cassie Bay
MWVHA, Data Analyst, David Peak
MWVHA, Executive Director, Misty Bolger
Soaring Heights Recovery Homes, Eric Rasor

WELCOME

Chair Gordon called the joint meeting to order at 3:03 p.m.. The presence of a quorum for the MWVHA and ORS 190 Board was noted.

ALLIANCE CONSENT AGENDA ITEMS

a) Agenda;
b) April 30th, 2025, Joint MWVHA Board of Directors-ORS190 Entity & Collaborative Committee Meeting Minutes;
c) May 8, 2025, Joint MWVHA Board of Directors – ORS190 Entity Meeting Minutes;
d) Accept the resignation of Eric Davis (JD Wellness) from the Health and Safety Committee as well as the Point in Time Workgroup; and
e) Accept the appointment of Alba Garcia (Polk County Behavioral Health) to the Health and Safety Committee and the Health & Safety Committee Gaps Analysis RFP Workgroup.

MOTION TO APPROVE MWVHA CONSENT AGENDA ITEMS BY: **MAYOR HOY**

Seconded by: Roaden
In favor: Gordon, Bethell, Corr, Cross, Roaden, Hoy, Matthews, Flores Marin, Castañeda & Silverman-Méndez
Opposed: None
Abstentions: None

PUBLIC COMMENT

None

MWVHA-ORS190 FY 25-26 BUDGET

Misty Bolger presented the FY 2025-2026 budget, describing it as a conservative "gap budget" with the intention of having a supplemental budget when additional funds become available. She highlighted the following points:

1. Four of the five grants supporting staff and operations are ending in June which will impact current staffing levels.
2. The Alliance will be laying off 2 FTE positions, but efforts are being made to ensure no interruption of essential functions or duties.
3. The general fund is used for costs not covered by grants, such as legal fees, publication notices, and audits.
4. Some funding continues, including the HUD planning grant and rollover funds from various sources.
5. The budget eliminates all non-essential expenses and does not fund contracted services except for the Council of Governments, legal counsel, and human resources.

Misty also discussed steps forward, including implementing grant tracking software, increasing transparency with the finance department, and seeking efficiency in service delivery.

During the discussion, concerns were raised about the contingency fund being restricted. Castañeda suggested moving the contingency funds to their correct expense lines to avoid potential issues with budget law. After deliberation, the board decided to reconvene to make necessary adjustments to the budget.

MOTION TO MOVE CONTINGENCY FUNDS TO CORRECT BUDGET LINE AND APPROVE IN A SPECIAL ORS 190 MEETING MADE BY: **CASTAÑEDA**

Seconded by: Corr
In favor: Castañeda**,** Gordon, Corr, Cross, Roaden, Hoy,
Opposed: None
Abstentions: None

DISCUSSION

Flores Marin emphasized the need for increased attention to Alliance finances, given the current state of the budget. Gordon suggested the possibility of expanding the role of the Executive Committee to include financial oversight.

MOTION: TO DIRECT STAFF TO MOVE FORWARD WITH ESTABLISHING A FINANCE COMMITTEE TO PROVIDE COMPREHENSIVE OVERSIGHT OF ALLIANCE FINANCE OPERATIONS MADE BY: **FLORES MARIN**

Seconded by: Roaden
In favor: Gordon, Corr, Cross, Roaden, Hoy, Matthews, Flores Marin, Castañeda & Silverman-Méndez
Opposed: None
Abstentions: None

EMERGENCY SOLUTIONS GRANT (ESG) - COC SUPPORT

Sarah Webb from Community Action Agency presented the request for CoC approval of their 2025-2027 ESG activities in Marion and Polk Counties. She explained that the funds would be used for day center services and rapid rehousing assistance. Councilor Corr asked if outreach services were extended to rural Polk County and Webb clarified that they provide regular street outreach in Polk County, including rural areas.

MOTION TO AUTHORIZE CHAIR GORDON TO SIGN APPROVAL OF 25-27 ESG ACTIVITIES PRESENTED BY MWVCAA MADE BY: **CORR**

Seconded by: Roaden
In favor: Gordon, Corr, Cross, Roaden, Hoy & Castañeda
Opposed: None
Abstentions: None

HUD GRANT AGREEMENT DISCUSSION (CONTINUED)

The board discussed the HUD grant agreement, focusing on concerns about new conditions related to gender ideology and immigration status. Misty reported that legal counsel (addendum #1) had reviewed the agreement and determined that the risk of signing was low.

The main points of discussion were:

1. The condition regarding the promotion of gender ideology is unlikely to affect current operations.
2. There is no conflict between state and federal immigration laws.
3. The Alliance is not required to check citizenship status or run names through databases.
4. The funds won't be used for promoting any specific ideology.
5. The Alliance's anti-discrimination policy remains in effect.

Flores Marin expressed discomfort with some of the new provisions but acknowledged the importance of the funding for the community.

ORS 190 MOTION: TO AUTHORIZE THE CHAIR TO SIGN THE HUD GRANT AGREEMENT, WITH THE UNDERSTANDING THAT IF FEDERAL POLICIES CHANGE, THE CONTRACT WILL BE REVISITED MADE BY: **CORR**

Seconded by: Roaden
In favor: Gordon, Corr, Cross, Roaden, Hoy, Castañeda
Opposed: None
Abstentions: None

ALLIANCE MOTION: TO AUTHORIZE THE CHAIR TO SIGN THE HUD GRANT AGREEMENT, WITH THE UNDERSTANDING THAT IF FEDERAL POLICIES CHANGE, THE CONTRACT WILL BE REVISITED.MADE BY: **CORR**

Seconded by: Roaden
In favor: Gordon, Corr, Cross, Roaden, Hoy, Matthews, Flores Marin, Castañeda & Silverman-Méndez
Opposed: None
Abstentions: None

WOODBURN LETTER OF INTEREST

Bolger explained the process for adding new members to the Alliance and the ORS 190 Entity. The board discussed the request from Woodburn to join as well as interest from Silverton and NWHS. Key points of the discussion included:

- The need to determine membership dues.
- The process for amending the charter and intergovernmental agreement.
- The importance of reviewing the board makeup and new member process more holistically.
- Considering how to incorporate smaller organizations and providers in the governance structure.

MOTION: TO DIRECT STAFF TO EXPLORE NEXT STEPS FOR WOODBURN AND SILVERTON'S MEMBERSHIP REQUESTS AND DEVELOP A PROCESS FOR NEW MEMBERSHIP MADE BY: **CORR**

Seconded by: Roaden
In favor: Gordon, Corr, Cross, Roaden, Hoy, Matthews, Flores Marin, Castañeda & Silverman-Méndez
Opposed: None
Abstentions: None

COLLABORATIVE COMMITTEE CHAIR NOMINATION

Brenda Newey (UGM, Simonka House) introduced herself to the board, sharing her background of working with homeless women and children for 18 years at Simonka Place. She expressed her passionate interest in serving as Co-Chair of the Collaborative Committee.

ALLIANCE MOTION: TO APPROVE BRENDA NEWEY'S APPOINTMENT AS CO-CHAIR OF THE COLLABORATIVE COMMITTEE MADE BY: **HOY**

Seconded by: Corr
In favor: Gordon, Corr, Cross, Roaden, Hoy, Matthews, Flores Marin, & Silverman-Méndez
Opposed: None
Abstentions: None

LANDLORD ENGAGEMENT - LTRA

Bolger provided an update on landlord engagement events, mentioning partnerships with various agencies to host events in both rural and urban areas of Marion and Polk counties. She noted that they distributed books on new inspection standards to landlords and purchased rent barrier reduction books for Polk County.

LONG TERM RENTAL ASSISTANCE PROGRAM

Bolger reported that they are working with OHCS on rollover funding and have secured an advancement. She also noted that upcoming meetings are scheduled with agencies holding LTRA contracts to help ensure budget stability over the next several months.

DIRECTOR'S REPORT

Misty provided updates on various topics:

- The OHCS monitoring report is still under review.
- Alliance is receiving support from an OHCS technical assistant consultant, Rex Porter.
- They are working with the COG to review general fund and grant expenditures.
- Efforts are ongoing to obtain HUD contracts, with a potential September start date.
- Internal changes are being made to maintain essential functions with reduced staff.
- Thank you cards for departing staff members, Ashleigh and Nathanial, were circulated for board members to sign.

JURISDICTION/ORGANIZATION UPDATES

Several updates were shared:

The chair acknowledged the difficult budget season and expressed hope for future funding.

Councilor Corr (Independence) thanked the city manager and DJ for their work on opening a new shelter facility.

Flores Marin provided an update on efforts to improve crisis response in the community following a recent incident, mentioning upcoming meetings with OHA to address gaps in behavioral health support during mass crisis events.

Eric Rasor from Soaring Heights Recovery Homes was acknowledged for the growing services they provide to the community.

ZOOM CHAT MESSAGES

00:31:52	Cassandra Bay:	Hi Heather, are you attending for Commissioner Bethell today?
00:37:49	Shane Matthews - City of Salem:	Shane Matthews - City of Salem
00:37:49	Josie Silverman-Mendez (she/her), Willamette Health Council:	Josie Silverman-Mendez, Willamette Health Council
00:37:50	Zaira Flores Marin:	Zaira Flores Marin, PacificSource Community Solutions
00:37:50	Andrea Castañeda:	Andrea Castaneda, Salem-Keizer Public Schools
00:37:52	ashley.hamilton:	Ashley Hamilton - MWVCAA
00:37:55	Heather Inyama (MC BOC):	Heather Inyama, MC Board of Commissioners Office
00:38:04	Danielle Bethell, Commissioner:	Danielle Bethell, Vice Chair & Marion County Commissioner
00:38:25	Jason Freilinger, Silverton Mayor:	Guest: Jason Freilinger, Mayor of Silverton
00:48:33	Danielle Bethell, Commissioner:	Hi Brenda!!! Sadly I have to jump off early today. (I am heading over to testify at the legislature) I am excited you are going to be considered for the co-chair role for the Collab Comm!! You have my vote. 🙄 Thank you for being willing to serve and support.
01:14:35	Danielle Bethell, Commissioner:	I am sorry all. I have to head over to testify at the legislature, so I am signing off.
01:14:42	Zaira Flores Marin:	Reacted to "I am sorry all. I ha..." with 👍
01:20:28	ashley.hamilton:	Thank you!
01:20:39	Zaira Flores Marin:	thanks Sara

01:34:18 ashley.hamilton: Depending on the grant, folks do have to "report" their preferred gender - but even then it can say "client choices not to report". Same for Sexual Orientation. YHDP grants are held to collecting both.

01:34:28 Andrea Castañeda: I feel comfortable with this.

01:53:45 ashley.hamilton: Thank you everyone. I have to sign off due to a meeting conflict. Have a wonderful remainder of your day.

01:53:52 Zaira Flores Marin: Reacted to "Thank you everyone. ..." with 💔

02:01:55 Andrea Castañeda: All - I am at a bus yard and my battery has about 10 minutes left. If my computer dies, will we lose quorum?

02:02:57 Zaira Flores Marin: maybe we need to create a policy and procedure, to avoid changing the charter?

02:03:03 Homeless Alliance: We will still have quorum. Thank you!

02:05:22 Cathy Clark: Adding more government entities like cities was open for all who were interested

02:05:33 Josie Silverman-Mendez (she/her), Willamette Health Council: Reacted to "Adding more governme..." with 👍

02:06:00 Andrea Castañeda: Reacted to "We will still have q..." with 👍

02:06:40 Zaira Flores Marin: good point

02:10:12 Andrea Castañeda: Thanks everyone. I am going to sign off. Sorry to leave a little early.

02:10:19 Zaira Flores Marin: I like how the timing of this convo aligns with the revision of the charter

02:10:22 Zaira Flores Marin: Reacted to "Thanks everyone. I a..." with 💔

02:12:17 Jeremy Gordon: Reacted to "I like how the tim..." with 💔

02:14:23 Christine : Excellent !! Thank you

02:18:23 Brenda: Thank you for this opportunity here is my email bnewey@ugmsalem.org my direct line phone number is 971-720-1859.

02:19:37 Zaira Flores Marin: Reacted to "Thank you for this o..." with 💔

02:23:11 Zaira Flores Marin: Zaira.floresmarin@pacificsource.com

02:24:38 Josie Silverman-Mendez (she/her), Willamette Health Council: Zaira, if you see a role of the Health & Safety Committee to play in your future convos, pls let me know

ADJOURNMENT

Chair Gordon adjourned the board meeting at 4:49 p.m.

Meeting Minutes of:

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA)
ORS 190 ENTITY

Meeting Location(s):
June 30, 2025
Mid-Willamette Valley Council of Government
100 High St SE, Salem, OR 97301
And
Via teleconference (Zoom)

ORS 190 ENTITY BOARD

MEMBERS PRESENT

Chair, Polk County, Commissioner, Jeremy Gordon

Vice Chair, Marion County, Commissioner, Danielle Bethell

City of Independence, City Councilor, Shannon Corr

City of Keizer, City Councilor, Soraida Cross

City of Monmouth, City Councilor, Christopher Lopez

City of Salem, Mayor, Julie Hoy

Salem-Keizer School District 24J, Superintendent, Andrea Castañeda

MEMBERS ABSENT

Confederated Tribes of Grand Ronde, Tribal Council Member, Lisa Leno

STAFF AND GUESTS PRESENT

City of Keizer, Mayor, Cathy Clark

MWVHA, Executive Director, Misty Bolger

MWVHA, Admin & Comm, Cassie Bay

WECOME

President Gordon called the meeting to order at 10:31 AM. The presence of a quorum for the ORS 190 Board was noted.

PUBLIC COMMENT

None

MWVHA-ORS190 FY 25-56 BUDGET DISCUSSION

Bolger presented the budget for adoption, noting two changes to the resolution:

1. The date would be changed from June 12th to June 30th in all instances.

2. The contingency line item would be eliminated entirely.

Bolger explained that the $187,060 previously in the contingency line had been moved to restricted funds. She stated this addressed previous concerns about including a contingency with limitations.

Gordon called for a motion to adopt Resolution 25-01 with the amendments to change all instances of June 12th to June 30th and to eliminate the contingency line.

MOTION TO ADOPT RESOLUTION 2025-01 WITH AMENDMENTS TO CHANGE ALL INSTANCES OF JUNE 12TH TO JUNE 30TH AND TO ELIMINATE THE CONTIGENCY LINE **MADE BY CORR.**

Seconded by: Bethell
In favor: Corr, Bethell, Gordon, Cross, Lopez
Opposed: None
Abstentions: None

OTHER BUSINESS

Commissioner Bethell inquired about an update on the Oregon Government Ethics Commission (OGEC) process for board members from 2024.

President Gordon provided the following updates:

- OGEC decided to move forward with investigations and sent agreements for board members to sign, acknowledging they were "guilty" of certain infractions.
- Some members made slight changes to the proposed letter before signing them.
- Board members need to complete OGEC training.
- OGEC offered to conduct a special training for the board.
- Youth members were intentionally removed from the investigation.

President Gordon advised against using the Alliance's attorney for individual matters, as it could potentially be an ethics violation. He suggested sending out a universal update with consistent verbiage changes.

Commissioner Bethell expressed concerns about:

- Support for board members with lived experience who might not have access to legal counsel.
- The need for a disclaimer at the beginning of every meeting about how the meeting was noticed.

Bolger confirmed she had reached out to the individual board member with lived experience, who expressed frustration and disappointment with the process.

Chair Gordon acknowledged the heavy legal nature of the process and mentioned potential legislative fixes needed, particularly for volunteer board members. He noted a risk of decreased volunteerism on boards and commissions due to these issues.

Councilor Corr mentioned that the budget committee email included the attestation to the notice. She also inquired about following up with Councilor Martin Willis regarding the OGEC letter.

Chair Gordon suggested coordinating an OGEC training for the board and notifying members about the requirement and how to sign up. Councilor Lopez expressed interest in attending the special training.

ZOOM CHAT MESSAGES

00:28:38	Andrea Castañeda:	Jeez. I am so sorry. I was waiting in a team waiting room. I think it was user error, but I was here in spirit.
00:29:11	Danielle:	;-/ there's 2 links for the meeting invite- teams is one. Not sure why. 🤦🏻‍♀️ glad you made it.
00:29:45	Cassandra Bay:	I'm not sure why there was two. Sorry about that, I will make sure there is only one link going forward.

ADJOURNMENT

Chair Gordon adjourned the board meeting at 10:49 AM.

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

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY")
and
Center for Hope & Safety ("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: LTRA Program Guidance Manual
   v) Exhibit E: OHCS-ORS 190 ENTITY Agreement No. 8199

   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, D, and E.

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.

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 August 1, 2024 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 ~~$17,877.20~~ $17,901.00. 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 ~~$17,877.20~~ $17,901.00, following receipt of requests by SUBSUBRECIPIENT for such reimbursement. Authorized Expenses will only-

~~be~~

be reimbursed if incurred during the period from ~~August 1, 2024 until June 30, 2025~~ July 1 until September30, 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.

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7. Authorized Representatives

ORS 190 ENTITY's Authorized Representative is:

Misty ~~Sorte~~Bolger
100 High Street SE, Suite 200
Salem, OR 97301
Misty.Bolger~~sorte~~@MWVHomelessAlliance.org

SUBSUBRECIPIENT's Authorized Representative is:

Ashley Carson
605 Center Street NE
Salem, OR 97301
Ashley@hopeandsafety.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.

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

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 ~~**$17,877.20**~~ **$17,901.00** (the "Grant"). This Grant award provides that up to ten percent (10.5%) 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 monthly request for reimbursement to the ORS 190 ENTITY on a form approved by the ORS 190 ENTITY (Exhibit E, Invoice Form). 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 for reimbursements, and questions related to fiscal matters and HMIS reporting, shall be directed to the Authorized Representative or designee.

10. 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.

11. 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 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 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.

12. 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.

13. Grievance Policy

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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 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 (Mar 7, 2025 13:55 PST) Date: 03/07/2025

Print Name: Jeremy Gordon Title: President

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

Phone: (503) 588-6177 Email: Chair@MWVHomelessAlliance.org

SUBGRANTEE:

Authorized Signature: Ashley Carson Ashley Carson (Mar 10, 2025 09:22 PDT) Date: ~~03/10/2025~~

Print Name: Ashley Carson Title: Executive Director

Address: 605 Center St NE

Phone: Email: Ashley@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 (Exhibit A) in Exhibit E.

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

1. Long-Term Rent Assistance (LTRA) Program Support Services for clients housed through RRH programs who meet eligibility requirements. It is anticipated that at least six (6) households will be served through this agreement. LTRA Supportive Services include, but are not limited to:

    a) Providing Client Services
        i) Ensuring all client services are trauma-informed, culturally responsive, and client-driven
        ii) Providing housing-focused case management aligned with client needs; developing and implementing a case plan for long-term housing stability
        iii) Assisting clients to access any public benefits for which they are eligible
        iv) Assisting clients to achieve financial stability and self sufficiency
        v) Ensuring client enrollment with a health insurance program, primary care provider, dental provider, and any other health care services specific to the client's needs
        vi) Identifying and connecting clients to community resources
        vii) Supporting client maintenance and/or development of positive social connections

    b) Coordinating with the LTRA Housing Voucher Administrator in their roles to
        i) Engage and support landlords
        ii) Conduct unit habitability inspections
        iii) Verify and update client eligibility

2. Data Management
    a) Using the CoC's client-centric Homeless Management Information System (HMIS) to document LTRA client services
    b) Adhering to the CoC's Data Quality Management Plan and any additional CoC or OHCS data management requirements
    c) Participating in the CoC HMIS Workgroup

3. Reporting
    a) Providing monthly and cumulative data reports of households and individuals receiving LTRA Supportive Services
    b) Providing monthly narrative reports describing progress and barriers related to implementation of the LTRA Program
    c) Providing monthly and cumulative summary of budget expenditures, including identification of any fiscal issues or concerns

4. Communications
    a) Meeting at least quarterly with ORS 190 ENTITY to discuss project implementation, progress, and emerging issues.
    b) Communicating in a timely manner on any other concerns.

EXHIBIT B
Budget

~~Category~~	~~Item~~	~~Cost~~
~~SSO~~	~~Staff~~	~~$ 11,152.00~~
~~SSO~~	~~Services~~	~~$ 5,100.00~~
	~~**DIRECT TOTAL**~~	~~**$ 16,252.00**~~
~~SSO~~	~~Administration (10%)~~	~~$ 1,645.20~~
	~~**TOTAL**~~	~~**$ 17,877.20**~~

Expense	Detail	Budget
Support Services	Staffing for Case Management	$12,600
Support Services	Flex support for 6 households	$3600
Admin		$ 1,701.00
Total Project		$ 17,901.00

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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
LTRA Program Guidance Manual

EXHIBIT E
OHCS-ORS 190 ENTITY Agreement No. 8199

LTRA Supportive Services Contract - Center for Hope and Safety

Final Audit Report 2025-03-10

Created:	2025-03-07
By:	Cassie Bay (cassandra.bay@mwvhomelessalliance.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4sNvJHeoJpW-kuvLiy3zVvfEuLGsn6nW

"LTRA Supportive Services Contract - Center for Hope and Safety" History

Document created by Cassie Bay (cassandra.bay@mwvhomelessalliance.org)
2025-03-07 - 9:52:28 PM GMT

Document emailed to Jeremy Gordon (gordon.jeremy@co.polk.or.us) for signature
2025-03-07 - 9:52:35 PM GMT

Document emailed to Ashley Carson (ashley@hopeandsafety.org) for signature
2025-03-07 - 9:52:35 PM GMT

Email viewed by Jeremy Gordon (gordon.jeremy@co.polk.or.us)
2025-03-07 - 9:53:59 PM GMT

Document e-signed by Jeremy Gordon (gordon.jeremy@co.polk.or.us)
Signature Date: 2025-03-07 - 9:55:24 PM GMT - Time Source: server

Email viewed by Ashley Carson (ashley@hopeandsafety.org)
2025-03-10 - 4:21:26 PM GMT

Document e-signed by Ashley Carson (ashley@hopeandsafety.org)
Signature Date: 2025-03-10 - 4:22:36 PM GMT - Time Source: server

Agreement completed.
2025-03-10 - 4:22:36 PM GMT

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

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY")
and
Sable House ("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: LTRA Program Guidance Manual
   v) Exhibit E: OHCS-ORS 190 ENTITY Agreement No. 8199

   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, D, and E.

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.

3. Term

Unless terminated or extended, this Contract shall be in effect from date of signature through ~~June 30, 2025~~ September 30, 2025. The expenditure period for Grant Funds under this Contract is ~~August~~ July 1, 2025 through September 30, 2025. ~~1, 2024 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 **$~~18,161.00~~ 9,282**. 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 **$~~18,161.00~~ 9,282**, following receipt of requests by SUBSUBRECIPIENT for such reimbursement. Authorized Expenses will only

~~be~~

be reimbursed if incurred during the period from ~~August 1, 2024 until June 30, 2025~~ July 1, 2025 until September 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~~Bolger
100 High Street SE, Suite 200
Salem, OR 97301
Misty.~~sorte~~Bolger@MWVHomelessAlliance.org

SUBSUBRECIPIENT's Authorized Representative is:

Rochelle Juarez
PO Box 783
Dallas OR 97338
rochelle@sablehouse.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.

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

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 **$~~18,161.00~~ 9,282** (the "Grant"). This Grant award provides that up to ten percent (10.5%) 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 monthly request for reimbursement to the ORS 190 ENTITY on a form approved by the ORS 190 ENTITY (Exhibit E, Invoice Form). 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 for reimbursements, and questions related to fiscal matters and HMIS reporting, shall be directed to the Authorized Representative or designee.

10. 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.

11. 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 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 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.

12. Conflict ofInterest

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.

13. Grievance Policy

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 governmentalbodies.

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.

20. 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.

21. Disallowance ofCosts

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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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 ClaimsAct

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 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 (Mar 12, 2025 06:58 PDT) Date: 03/12/2025

Print Name: Jeremy Gordon Title: President

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

Phone: (503) 588-6177 Email: Chair@MWVHomelessAlliance.org

SUBGRANTEE:

Authorized Signature: Rochelle Juarez (Mar 10, 2025 11:36 PDT) Date: 03/10/2025

Print Name: Rochelle Juarez Title:

Address: PO BOX 783, Dallas, OR 97338

Phone: Email: rochelle@sablehouse.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 (Exhibit A) in Exhibit E.

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

1. Long-Term Rent Assistance (LTRA) Program Support Services for clients housed through RRH programs who meet eligibility requirements. It is anticipated that at least three (3) households will be served through this agreement. LTRA Supportive Services include, but are not limited to:

    a) Providing Client Services
        i) Ensuring all client services are trauma-informed, culturally responsive, and client-driven
        ii) Providing housing-focused case management aligned with client needs; developing and implementing a case plan for long-term housing stability
        iii) Assisting clients to access any public benefits for which they are eligible
        iv) Assisting clients to achieve financial stability and self sufficiency
        v) Ensuring client enrollment with a health insurance program, primary care provider, dental provider, and any other health care services specific to the client's needs
        vi) Identifying and connecting clients to community resources
        vii) Supporting client maintenance and/or development of positive social connections

    b) Coordinating with the LTRA Housing Voucher Administrator in their roles to
        i) Engage and support landlords
        ii) Conduct unit habitability inspections
        iii) Verify and update client eligibility

2. Data Management
    a) Using the CoC's client-centric Homeless Management Information System (HMIS) to document LTRA client services
    b) Adhering to the CoC's Data Quality Management Plan and any additional CoC or OHCS data management requirements
    c) Participating in the CoC HMIS Workgroup

3. Reporting
    a) Providing monthly and cumulative data reports of households and individuals receiving LTRA Supportive Services
    b) Providing monthly narrative reports describing progress and barriers related to implementation of the LTRA Program
    c) Providing monthly and cumulative summary of budget expenditures, including identification of any fiscal issues or concerns

4. Communications
    a) Meeting at least quarterly with ORS 190 ENTITY to discuss project implementation, progress, and emerging issues.
    b) Communicating in a timely manner on any other concerns.

EXHIBIT B
Budget

~~Category~~	~~Item~~	~~Cost~~
~~SSO~~	~~Staff~~	~~$ 14, 560.00~~
~~SSO~~	~~Transportation~~	~~$ 800.00~~
~~SSO~~	~~Supplies~~	~~$ 650.00~~
~~SSO~~	~~Training~~	~~$ 500.00~~
	~~**DIRECT TOTAL**~~	~~**$ 16,510.00**~~
~~SSO~~	~~Administration (10%)~~	~~$ 1,651.00~~
	~~**TOTAL**~~	~~**$ 18,161.00**~~

Expense	Detail	Budget
Staff		$7800
Support Services	3 HH	$600
Admin	10.5%	$882
Total Project		$ 9,282

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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
LTRA Program Guidance Manual

EXHIBIT E
OHCS-ORS 190 ENTITY Agreement No. 8199

LTRA Supportive Services Contract - Sable House

Final Audit Report 2025-03-12

Created:	2025-03-07
By:	Cassie Bay (cassandra.bay@mwvhomelessalliance.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA87DR8DsWpv0cAhdKW8Ws2lcWlJFto3u3

"LTRA Supportive Services Contract - Sable House" History

Document created by Cassie Bay (cassandra.bay@mwvhomelessalliance.org)
2025-03-07 - 9:57:13 PM GMT

Document emailed to Jeremy Gordon (gordon.jeremy@co.polk.or.us) for signature
2025-03-07 - 9:57:19 PM GMT

Document emailed to Rochelle Juarez (rochelle@sablehouse.org) for signature
2025-03-07 - 9:57:19 PM GMT

Email viewed by Jeremy Gordon (gordon.jeremy@co.polk.or.us)
2025-03-08 - 7:08:34 AM GMT

Email viewed by Jeremy Gordon (gordon.jeremy@co.polk.or.us)
2025-03-10 - 1:02:34 AM GMT

Email viewed by Rochelle Juarez (rochelle@sablehouse.org)
2025-03-10 - 3:57:58 PM GMT

Document e-signed by Rochelle Juarez (rochelle@sablehouse.org)
Signature Date: 2025-03-10 - 6:36:51 PM GMT - Time Source: server

Email viewed by Jeremy Gordon (gordon.jeremy@co.polk.or.us)
2025-03-12 - 1:57:41 PM GMT

Document e-signed by Jeremy Gordon (gordon.jeremy@co.polk.or.us)
Signature Date: 2025-03-12 - 1:58:24 PM GMT - Time Source: server

Agreement completed.
2025-03-12 - 1:58:24 PM GMT

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

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY")
and
Shangri-La Corporation ("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: LTRA Program Guidance Manual
   v) Exhibit E: OHCS-ORS 190 ENTITY Agreement No. 8199

   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, D, and E.

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.

3. Term

Unless terminated or extended, this Contract shall be in effect from date of signature through ~~June~~ September 30, 2025. The expenditure period for Grant Funds under this Contract is ~~August 1, 2024 through June 30, 2025~~ July 1, 2025 through September 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 **$~~14,588.20~~ 45,415.50**. 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 **~~$14,588.20~~. 45,415.50** , following receipt of requests by SUBSUBRECIPIENT for such reimbursement. Authorized Expenses will only be

reimbursed if incurred during the period ~~from August 1, 2024 until June 30, 2025~~ July 1, 2025 through September 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~~Bolger
100 High Street SE, Suite 200
Salem, OR 97301
Misty.sorte@MWVHomelessAlliance.org

SUBSUBRECIPIENT's Authorized Representative is:

Janet Yousey, CEO
4080 Reed Road SE, Suite 150
Salem, OR 97302
janet.yousey@shangrila-or.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.

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

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 ~~$14,588.20~~ 45,415.50(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 monthly request for reimbursement to the ORS 190 ENTITY on a form approved by the ORS 190 ENTITY (Exhibit E, Invoice Form). 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 for reimbursements, and questions related to fiscal matters and HMIS reporting, shall be directed to the Authorized Representative or designee.

10. 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.

11. 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 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 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.

12. Conflict ofInterest

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.

13. Grievance Policy

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 governmentalbodies.

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.

20. 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.

21. Disallowance ofCosts

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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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 ClaimsAct

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 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 (Mar 7, 2025 14:26 PST) Date: 03/07/2025

Print Name: Jeremy Gordon Title: President

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

Phone: (503) 588-6177 Email: Chair@MWVHomelessAlliance.org

SUBGRANTEE:

Authorized Signature: Janet Yousey (Mar 14, 2025 15:32 PDT) Date: 03/14/2025

Print Name: Janet Yousey Title: CEO

Address: 4080 Reed Rd SE, Suite 150

Phone: Email: janet.yousey@shangrila-or.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 (Exhibit A) in Exhibit E.

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

1. Long-Term Rent Assistance (LTRA) Program Support Services for clients housed through RRH programs who meet eligibility requirements. It is anticipated that twenty-eight (2~~8~~6) households will be served through this agreement. LTRA Supportive Services include, but are not limited to:

    a) Providing Client Services
        i) Ensuring all client services are trauma-informed, culturally responsive, and client-driven
        ii) Providing housing-focused case management aligned with client needs; developing and implementing a case plan for long-term housing stability
        iii) Assisting clients to access any public benefits for which they are eligible
        iv) Assisting clients to achieve financial stability and self sufficiency
        v) Ensuring client enrollment with a health insurance program, primary care provider, dental provider, and any other health care services specific to the client's needs
        vi) Identifying and connecting clients to community resources
        vii) Supporting client maintenance and/or development of positive social connections

    b) Coordinating with the LTRA Housing Voucher Administrator in their roles to
        i) Engage and support landlords
        ii) Conduct unit habitability inspections
        iii) Verify and update client eligibility

2. Data Management
    a) Using the CoC's client-centric Homeless Management Information System (HMIS) to document LTRA client services
    b) Adhering to the CoC's Data Quality Management Plan and any additional CoC or OHCS data management requirements
    c) Participating in the CoC HMIS Workgroup

3. Reporting
    a) Providing monthly and cumulative data reports of households and individuals receiving LTRA Supportive Services
    b) Providing monthly narrative reports describing progress and barriers related to implementation of the LTRA Program
    c) Providing monthly and cumulative summary of budget expenditures, including identification of any fiscal issues or concerns

4. Communications
    a) Meeting at least quarterly with ORS 190 ENTITY to discuss project implementation, progress, and emerging issues.
    b) Communicating in a timely manner on any other concerns.

EXHIBIT B
Budget

Category	Item	Cost
SSO	Staff	$ 12,662.00
SSO	Transportation	$ 525.00
SSO	Training	$ 75.00
	DIRECT TOTAL	**$ 13,262.00**
SSO	Administration (10%)	$ 1,326.20
	TOTAL	**$ 14,588.20**

Expense	Detail	Budget
Support Services		$25,500
Support Services		$15,600
Admin		$4,315.5
Total		$45,415.5

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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
LTRA Program Guidance Manual

EXHIBIT E
OHCS-ORS 190 ENTITY Agreement No. 8199

LTRA Supportive Services Contract - Shangri-La

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Final Audit Report 2025-03-14

Created:	2025-03-07
By:	Cassie Bay (cassandra.bay@mwvhomelessalliance.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoyDMKQz4Ac-lKf5CkIFo_r3kImEDN5Pj

"LTRA Supportive Services Contract - Shangri-La" History

Document created by Cassie Bay (cassandra.bay@mwvhomelessalliance.org)
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Document emailed to Jeremy Gordon (gordon.jeremy@co.polk.or.us) for signature
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Agreement completed.
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Grant Agreement
Long-Term Rent Assistance (LTRA) State of Emergency Due to Homelessness

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY")
and
Center for Hope & Safety ("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: LTRA Program Guidance Manual
   v) Exhibit E: OHCS-ORS 190 ENTITY Agreement No. 8199

   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, D, and E.

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.

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 August 1, 2024 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 ~~$17,877.20~~ $17,901.00. 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 ~~$17,877.20~~ $17,901.00, following receipt of requests by SUBSUBRECIPIENT for such reimbursement. Authorized Expenses will only-

~~be~~

be reimbursed if incurred during the period from ~~August 1, 2024 until June 30, 2025~~ July 1 until September30, 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.

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7. Authorized Representatives

ORS 190 ENTITY's Authorized Representative is:

Misty ~~Sorte~~Bolger
100 High Street SE, Suite 200
Salem, OR 97301
Misty.Bolger~~sorte~~@MWVHomelessAlliance.org

SUBSUBRECIPIENT's Authorized Representative is:

Ashley Carson
605 Center Street NE
Salem, OR 97301
Ashley@hopeandsafety.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.

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

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 ~~**$17,877.20**~~ **$17,901.00** (the "Grant"). This Grant award provides that up to ten percent (10.5%) 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 monthly request for reimbursement to the ORS 190 ENTITY on a form approved by the ORS 190 ENTITY (Exhibit E, Invoice Form). 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 for reimbursements, and questions related to fiscal matters and HMIS reporting, shall be directed to the Authorized Representative or designee.

10. 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.

11. 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 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 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.

12. 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.

13. Grievance Policy

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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 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 (Mar 7, 2025 13:55 PST) Date: 03/07/2025

Print Name: Jeremy Gordon Title: President

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

Phone: (503) 588-6177 Email: Chair@MWVHomelessAlliance.org

SUBGRANTEE:

Authorized Signature: Ashley Carson Ashley Carson (Mar 10, 2025 09:22 PDT) Date: ~~03/10/2025~~

Print Name: Ashley Carson Title: Executive Director

Address: 605 Center St NE

Phone: Email: Ashley@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 (Exhibit A) in Exhibit E.

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

1. Long-Term Rent Assistance (LTRA) Program Support Services for clients housed through RRH programs who meet eligibility requirements. It is anticipated that at least six (6) households will be served through this agreement. LTRA Supportive Services include, but are not limited to:

    a) Providing Client Services
        i) Ensuring all client services are trauma-informed, culturally responsive, and client-driven
        ii) Providing housing-focused case management aligned with client needs; developing and implementing a case plan for long-term housing stability
        iii) Assisting clients to access any public benefits for which they are eligible
        iv) Assisting clients to achieve financial stability and self sufficiency
        v) Ensuring client enrollment with a health insurance program, primary care provider, dental provider, and any other health care services specific to the client's needs
        vi) Identifying and connecting clients to community resources
        vii) Supporting client maintenance and/or development of positive social connections

    b) Coordinating with the LTRA Housing Voucher Administrator in their roles to
        i) Engage and support landlords
        ii) Conduct unit habitability inspections
        iii) Verify and update client eligibility

2. Data Management
    a) Using the CoC's client-centric Homeless Management Information System (HMIS) to document LTRA client services
    b) Adhering to the CoC's Data Quality Management Plan and any additional CoC or OHCS data management requirements
    c) Participating in the CoC HMIS Workgroup

3. Reporting
    a) Providing monthly and cumulative data reports of households and individuals receiving LTRA Supportive Services
    b) Providing monthly narrative reports describing progress and barriers related to implementation of the LTRA Program
    c) Providing monthly and cumulative summary of budget expenditures, including identification of any fiscal issues or concerns

4. Communications
    a) Meeting at least quarterly with ORS 190 ENTITY to discuss project implementation, progress, and emerging issues.
    b) Communicating in a timely manner on any other concerns.

EXHIBIT B
Budget

~~Category~~	~~Item~~	~~Cost~~
~~SSO~~	~~Staff~~	~~$ 11,152.00~~
~~SSO~~	~~Services~~	~~$ 5,100.00~~
	~~**DIRECT TOTAL**~~	~~**$ 16,252.00**~~
~~SSO~~	~~Administration (10%)~~	~~$ 1,645.20~~
	~~**TOTAL**~~	~~**$ 17,877.20**~~

Expense	Detail	Budget
Support Services	Staffing for Case Management	$12,600
Support Services	Flex support for 6 households	$3600
Admin		$ 1,701.00
Total Project		$ 17,901.00

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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
LTRA Program Guidance Manual

EXHIBIT E
OHCS-ORS 190 ENTITY Agreement No. 8199

LTRA Supportive Services Contract - Center for Hope and Safety

Final Audit Report 2025-03-10

Created:	2025-03-07
By:	Cassie Bay (cassandra.bay@mwvhomelessalliance.org)
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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0398L0E042400
Recipient's Name: ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
Tax ID Number: 85-2966836
Unique Entity Identifier [SAM]: L211BKMUBBW3
Federal Award Date: 6/18/2025

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and ORS 190 Entity, Mid-Willamette Valley Homeless Alliance (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);

2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;

5. all current Executive Orders; and

6. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is $166,729, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
OR0398L0E042400	12 months	10/01/2025 - 09/30/2026	10/01/2025 - 09/30/2026	$166,729

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	$166,729
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$0
f. Rental assistance	$0
g. Supportive services	$0
h. Operating costs	$0
i. Homeless Management Information System	$0
j. Administrative costs	$0
k. Relocation costs	$0
l. VAWA Costs	$0
m. Rural Costs	$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

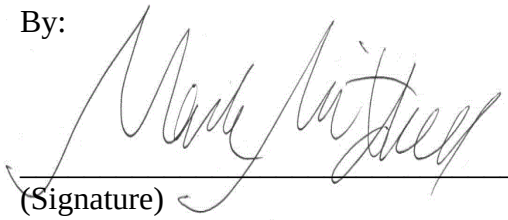
1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By: 

(Signature)

Mark Mitchell, Director
(Typed Name and Title)

June 18, 2025
(Date)

RECIPIENT

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

OMB Number. 2501-0044
Expiration Date: 2/28/2027

Indirect Cost Information for Award Applicant/Recipient

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient: ORS 190 Entity, Mid-Willamette Valley Homeless

3. Indirect Cost Rate Information for the Applicant/Recipient:
Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

☐ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.

Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate

4. Submission Type (check only one):
☒ Initial submission ☐ Update

5. Effective date(s):

6. Certification of Authorized Representative for the Applicant/Recipient:
**Under penalty of perjury, I certify on behalf of the Applicant/Recipient that
(1) all information provided on this form is true, complete, and accurate, and
(2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: _____

Date: _____

Name:

Title:

**Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients. The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, “15%”), the type of direct cost base to be used (for example, “MTDC”), and the type of rate (“predetermined,” “final,” “fixed,” or “provisional”). If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied. If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

Administering CoC Program Funds:
Additional Information and Reminders

CoC Specific Requirements	
FY2024 CoC NOFO	2024 CoC funds must be administered in accordance with the FY2024 CoC NOFO, available here, and the issues and conditions contained in the grant agreement.
CoC Program Regulations	The CoC Interim Rule is available in 24 CFR §578 here.
Definition of "Homelessness" and Recordkeeping Requirements	A helpful summary of the CoC Criteria for Defining Homelessness and the corresponding Recordkeeping Requirements is available here: At a Glance_Criteria and Recordkeeping Requirements for Definition of Homeless (hudexchange.info).
CoC Virtual Binders	CoC Virtual Binders (available here) cover foundational topics from the CoC program, with the goal to transfer basic knowledge to grantees in order to more successfully administer their projects. Each binder reflects a range of learning styles and offers a variety of ways to interact with the topics.
Match	Recipients of new and renewal CoC Program grants must adhere to 24 CFR 578.73 and 2 CFR 200.306 and must match the total grant, except leasing, with no less than 25 percent cash or in-kind contributions from other sources and match must be used for the eligible CoC Program costs outlined in Subpart D of the CoC Program interim rule. 24 CFR 578.97(c) provides that rents and occupancy charges collected by the recipient or subrecipient from program participants are program income. H.R.4366 - 118th Congress (2023-2024): Consolidated Appropriations Act, 2024 | Congress.gov | Library of Congress (Sec. 226) permits costs paid by the program income of grant recipients to count toward the recipient's matching requirements for FY2015-FY2024 Continuum of Care funds.
Quarterly Draw Requirement	The CoC program regulation "timeliness standards" at 24 CFR §578.85 require recipients to draw down funds at least once per quarter of the program year, after eligible activities commence.
Annual Performance Reporting (APR)	Recipients of CoC funding required to submit an Annual Performance Report (APR) electronically to HUD every operating year in the in the Sage HMIS Reporting Repository. Final eLOCCS voucher requests and the final APR submission through Sage is due no later than 90 days after the period of performance end date. To assist you with this reporting, please take note of the following resources: • Sage CoC APR Guidebook for CoC Grant-Funded Programs • Sage HMIS Reporting Repository User Manual • Additional guides, tools, and training is available here.
Federal Cross-Cutting Requirements	
Build America, Buy America (BABA)	The Build America, Buy America (BABA) Act requires any public infrastructure project funded by any Federal Financial Assistance (FFA) apply a domestic content procurement preference, meaning that all iron, steel, manufactured products, and construction materials used in the infrastructure project have been produced in the United States, unless the

	awarding agency has issued a waiver of this requirement. This is called the "Buy America Preference" (BAP). For more information, including whether the BAP applies to your project and important clarity on how the BAP applies to housing projects, please consult Notice CPD-2025-01.
Preventing Waste, Fraud, and Abuse and Whistleblower Protections	Preventing waste, fraud, and abuse of Federal funds is a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. Please be reminded of the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. Grantee must inform employees in writing of their rights and remedies.
Federal Funding Accountability and Transparency Act (FFATA)	The FFATA Subaward Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime grant recipients and prime contractors) use to capture and report subaward and executive compensation data to meet the FFATA reporting requirements. For FSRS reporting, prime awardees will report on all subawards they make. In accordance with 2 CFR part 170, prime awardees awarded a Federal grant are **required** to file a FFATA subaward report by the end of the month following the month in which the prime awardee awards any subaward equal to or greater than $30,000 in Federal funds. Additional information can be found on the FSRS website, at https://www.fsrs.gov/.
Environmental Review	Activities under the CoC program are subject to environmental review by a responsible entity under HUD regulations at 24 CFR part 58. Environmental reviews for an activity may be completed after the award but must be completed prior to the execution of the grant agreement if an environmental review for that particular activity has not been completed within 5 years. HUD recommends a new environmental review is conducted every five years or sooner if/when environmental conditions change or there is a change to the project. HUD has published a series of FAQs relating to environmental review requirements here. We also encourage you to visit the CoC Program Environmental Review Resources page here and the Office of Environment and Energy (OEE) webpage here.

Federal Reconciliation Bill Implications to the CoC

Overview: HUD & CoC Programs Continue Amid Cuts

- The "One Big Beautiful Bill" (OBBB) does **not eliminate HUD funding or the CoC Program**, but drastically reduces discretionary spending—including **over $500 million cut from HUD's Homeless Assistance Grants**, which are the primary funding source for CoCs (endhomelessness.org, shelterforce.org).
- The President's FY2026 budget similarly proposes a **$532 million reduction** in Homeless Assistance Grants (endhomelessness.org).
- Additional reductions include budget cuts to Housing Choice Vouchers and public housing maintenance, with **no new allocations for supportive services or homelessness prevention** (shelterforce.org).

CoC Program Status: Shaken but Not Eliminated

- The CoC Program remains active but will face **significantly lower funding**, reduced allocations, and potentially heightened competition for renewals.
- Federal housing investments may shift toward tax incentives and Opportunity Zones, reducing direct service funding (conta.cc, hud.gov).

Risks of Proposed Cuts

1. Loss of permanent supportive housing (PSH) units—over 85% of PSH relies on CoC funding (conta.cc).
2. Curtailment of coordinated entry systems and HMIS infrastructure.
3. Risk of low-performing CoCs losing funding altogether.
4. Greater pressure on state and local governments to backfill essential services.

Impact Comparison: FY2026 Budget vs. OBBB

Issue	President's FY2026 Budget	One Big Beautiful Bill (OBBB)
CoC Program Status	Maintained within HUD, under broader discretionary cuts (x.com)	Subsumed under ESG formula; risks losing CoC identity
Funding Level	~$532 M cut from FY25 Homeless Assistance Grants	Similar or deeper cuts; ESG reallocation risks
Competitive CoC Process	CoC competitions retained but under financial strain	Eliminates CoC grant competitions entirely
Supportive Housing (PSH)	Still available under consolidated HUD grants	No set-aside; PSH support may evaporate
Local Flexibility	Moderate; tied to local performance	Reduced; ESG formula limits targeting

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Additional Resource

- *Visualizing the Impacts of the President's FY2026 Budget: Returns to Homelessness and Major Setbacks Could Be Ahead* — National Alliance to End Homelessness (graphic referenced above).

Conclusion: Both the President's FY2026 budget and the One Big Beautiful Bill present serious risks to CoC funding and effectiveness. Preserving the CoC structure—through targeted Homeless Assistance Grants and competitive processes—is essential to continue progress and maintain regional coordination and housing outcomes.

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA) POLICY & PROCEDURE	
Procedure Name	Adding Non-Governmental Organizations to the MWVHA Board of Directors
Effective Date	TBD
Authority	MWVHA Governance Charter, Article II, Section A.4.d § 578.5 Establishing the Continuum of Care.

PURPOSE

To provide a clear, transparent process for considering and adding non-governmental organizations to the MWVHA Board of Directors in alignment with the Governance Charter.

PROCESS OVERVIEW

This process applies to nonprofit organizations, healthcare providers, school districts, faith-based organizations, or other entities seeking to participate on the Board of Directors outside of the ORS 190 entity framework.

PROCEDURES

1. EXPRESSION OF INTEREST

Interested organization submits a written or oral request or letter of interest to MWVHA staff.

The request should include:

a) Organization name and mission;
b) Description of services provided in Marion and/or Polk Counties;
c) Explanation of how the organization supports the MWVHA Strategic Plan or CoC activities; and
d) Proposed representative and their role within the organization.

2. ELIGIBILITY

MWVHA Board members must represent sectors identified in 24 CFR 578.5 and meet local diversity, lived experience, and geographic representation priorities.

3. STAFF AND EXECUTIVE COMMITTEE REVIEW

a) MWVHA staff reviews request for completeness/eligibility.
b) Executive committee reviews the request and determines whether to advance it to the board for consideration.
c) Staff may request additional information or documentation from the requesting organization.

d) If the request is advanced, MWVHA staff will initiate preliminary discussions with the organization to:
   i) Clarify expectations for participation;
   ii) Confirm representation eligibility per the Governance Charter; and
   iii) Negotiate annual financial contributions (dues), consistent with Article II.A.5 of the Governance Charter.
e) Dues should be based on the organization's size, capacity and role in Coc activities and may be reviewed annually by the Board.

4. BOARD CONSIDERATION AND NOMINATION

a) The MWVHA Board of Directors considers the addition of the organization during a public meeting.
b) A Board member or Executive Committee member may formally nominate the organization.
c) Nominees must meet the representation requirements under the Governance Charter.

1) BOARD VOTE AND CHARTER AMENDMENT

a) A vote is held to approve or deny the addition of the organization to the Board.
b) Upon approval, staff draft an amendment to the Governance Charter to reflect the new Board seat.
c) The amendment is presented for formal Board adoption.

5. REPRESENTATIVE APPOINTMENT AND ONBOARDING

a) Upon adoption of the amendment, the organization designates its representative and an alternate (if desired).
b) MWVHA staff provide onboarding materials, including:
   I. Governance Charter;
   II. Conflict of Interest Policy;
   III. Code of Conduct;
   IV. Meeting schedule and responsibilities.

6. DOCUMENTATION AND RECORDS

a) Staff update the Board roster and committee lists.
b) Updated Charter and Board membership are posted on the MWVHA website.
c) Signed Conflict of Interest and Code of Conduct forms are collected and filed.

BOARD COMPOSITION REVIEW

Board composition is reviewed annually and updated as needed.

The Board Selection Process must be presented to the Collaborative Committee at least once every five years (24 CFR 578.5).

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE GOVERNANCE CHARTER

MWVHA Board Approved 12.14.23

ARTICLE I. CONTINUUM OF CARE NAME AND PURPOSE

A. NAME OF THE CONTINUUM OF CARE (COC)

The name of this organization is the Mid-Willamette Valley Homeless Alliance, which serves as the region's Continuum of Care, herein referred to as "the CoC."

B. CONTINUUM OF CARE (COC) OVERVIEW

1. **GEOGRAPHIC BOUNDARIES**. The CoC represents the geographic region within the boundaries of Marion and Polk counties.

2. **PURPOSE**. The CoC is organized to carry out the purposes of the U.S. Housing and Urban Development (HUD) Continuum of Care program as described in 24 CFR Part 578. The CoC promotes communitywide commitment to the goal of preventing and ending homelessness; provides funding for efforts by nonprofit providers and state, tribal and local governments to quickly rehouse homeless individuals, including unaccompanied youth and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promotes access to and effective utilization of mainstream housing and homeless services programs by homeless individuals, and optimizes self-sufficiency among individuals and families experiencing homelessness. Its work includes gathering and analyzing data to determine local needs of and resources available to people experiencing homelessness, developing and prioritizing a menu of strategic responses, collaboratively implementing a strategic plan, promoting service coordination, educating the public on homeless issues, providing advice and input on homeless services operations, leveraging resources for maximum impact, and measuring and promoting strong program performance. Through collaborative efforts of local and tribal governments, school districts, nonprofit organizations, and other participating stakeholders, the CoC seeks to develop an evidence-based system of services, including stable housing, designed to meet the unique and complex needs of adults, youth, children, and families in Marion and Polk counties who are at risk of or are experiencing homelessness.

ARTICLE II. CONTINUUM OF CARE GOVERNANCE STRUCTURE

A. BOARD OF DIRECTORS

1. **NAME**. The name of the CoC governing board is the Mid-Willamette Valley Homeless Alliance Board of Directors, herein referred to as the "CoC Board" or the "Board." The CoC has established a governing board as required by 24 CFR part 578.7(a)(3). The Board is responsible for the overall policy and direction of the CoC and may delegate responsibility for day-to-day operations to staff and committees.

2. **VOTING MEMBERSHIP**. The Board will consist of at least thirteen (13) voting members. Board members will serve without compensation, with the exception of board-appointed youth members and designated youth alternates who may receive stipends for board meeting attendance consistent with the board-approved stipend policy. Voting members may not have conflicts of interest, as defined in

Article III of this charter and 24 CFR part 578.95, with the exception of a voting board member who has an organizational conflict of interest and complies with the recusal process described in Article III.

Board membership includes representation from the following organizations or subpopulations.

a. One representative from each of the following organizations:
   i. Union Gospel Mission, a faith-based organization;
   ii. The Confederated Tribes of Grand Ronde;
   iii. Local governments:
      (a). City of Independence
      (b). City of Keizer
      (c). City of Monmouth
      (d). City of Woodburn
      (e). Polk County

   iv. Salem-Keizer School District (24J);
   v. Salem Health;
   vi. ~~United Way of the Mid-Willamette Valley~~ Northwest Human Services, a nonprofit organization;
   vii. PacificSource Community Solutions, Marion County and Polk County Coordinated Care Organization; and
   viii. Willamette Health Council

b. One homeless or formerly homeless individual appointed by the Law Enforcement Assisted Diversion Program and two individuals who are currently or have been homeless within the past seven years, recommended by the Collaborative Committee, working with the region's social service agencies serving individuals experiencing homelessness.

c.

d. If desired by Backbone (CoC's Youth Action Board), one Backbone member.

e. Two representatives from the City of Salem and Marion County. In the alternative, pursuant to Section 11 of Article 2, Marion County and the City of Salem may appoint one representative who may exercise two votes.

3. **EX-OFFICIO BOARD MEMBERS**. In addition, seven (7) ex-officio participants may serve as non-voting, ex-officio board members, participating in discussions and representing such groups as:
   a. Marion County, Salem, and West Valley Housing Authorities;
   b. Mid-Willamette Valley Community Action Agency;
   c. Polk County Veteran Services; and
   d. Co-chairs of the CoC Collaborative Committee.

4. **BOARD SELECTION PROCESS**.
   a. The initial CoC Board of Directors will be nominated by the Development Council established by a 2019 Memorandum of Agreement, in consultation with the stakeholders workgroup.
   b. Each organization nominated for representation on the CoC Board will identify persons to serve who hold elected or senior staff roles in decision-making for that organization.
   c. Members serve at the pleasure of the CoC Board.
   d. Any directors representing organizations newly added to the Board by amendment to this charter, will be nominated and confirmed by vote of the CoC Board.
   e. Pursuant to 24 CFR part 578.7(a)(3), the CoC Board will submit this written selection process to the CoC Collaborative Committee, described in Section D of this article, and Board of Directors for review, update, and approval at least once every five (5) years.

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
POLICY & PROCEDURE

Procedure Name	Recruitment and Onboarding of Governmental Entities to the ORS190 Entity
Effective Date	TBD
Authority	ORS 190.085, 190.010, MWVHA Governance Charter, ORS 190 Bylaws

PURPOSE

To provide a clear and legally compliant process for adding new governmental members to the ORS 190 Entity, as required under ORS 190.085 and consistent with the governance structure of the Mid-Willamette Valley Homeless Alliance.

PROCESS OVERVIEW

This process outlines the steps a city or county must take to join the Mid-Willamette Valley Homeless Alliance as a member of the ORS 190 Entity.

PROCEDURES

1. OUTREACH AND EXPRESSION OF INTEREST

a) MWVHA staff provide information to interested governmental entities regarding the ORS 190 Entity and Board responsibilities.
b) The interested entity submits a formal letter of interest or resolution to MWVHA requesting to join.

2. REVIEW AND RECOMMENDATION

a) MWVHA Executive Committee reviews the request.
b) MWVHA and legal counsel draft proposed amendments to:
    a. Governance Charter (to reflect board seat changes)
    b. Intergovernmental Agreement (IGA) to add the new member
c) Draft Joinder Agreement is prepared.

3. NEGOTIATION OF MEMBERSHIP TERMS

a) MWVHA staff work with the entity to determine:
    a. Board representation;
    b. Committee participation; and
    c. Annual financial contributions (subject to budget authority).
b) Membership contributions are proposed and approved as part of ORS 190 Entity budget.

4. ORDINANCE AND JOINDER AGREEMENT EXECUTION

a) The prospective member must adopt a ratifying ordinance that:
    a. Declares intent to join the ORS 190 Entity;
    b. Specifies the effective date; and
    c. Describes the purpose and powers of the entity (ORS 190.085).
b) The new member signs the Joinder Agreement.

5. BOARD APPROVALS

a. The CoC Board votes to approve Charter amendment.
b. The ORS 190 Entity Board votes to approve the IGA amendment and new membership.

6. FILING WITH SECRETARY OF STATE

a) Within 30 days of the IGA effective date, MWVHA staff file with the Oregon Secretary of State:
        i. Copies of ratifying ordinances;
        ii. Executed IGA and Joinder Agreement;
        iii. Cover statement listing:
            1. Entity name;
            2. Parties to the agreement;
            3. Purpose; and
            4. Effective date.

NOTE: Membership is contingent on completion of the ratifying ordinance and Secretary of State filing.

7. ONBOARDING AND PUBLIC NOTICE

a) MWVHA staff update governance documents, rosters, and website.
b) Onboard new representative(s) with:
        i. Charter, Bylaws, Conflict of Interest Policy
        ii. Meeting calendar and participation expectations
c) Announce new member during next public meeting.

1.1 REDLINED AMENDMENT – ORS 190 INTERGOVERNMENTAL AGREEMENT

This document represents a redlined amendment to the original Intergovernmental Agreement establishing the ORS 190 Entity known as the Mid-Willamette Valley Homeless Alliance, incorporating the City of Woodburn as a new party.

1.2 AMENDMENT SUMMARY

The following amendments are proposed to reflect the addition of the City of Woodburn as a participating member of the ORS 190 Entity.

1.2.1 Section I: Parties to the Agreement

Original:

> City of Independence
> City of Keizer
> City of Monmouth
> City of Salem
> Marion County
> Polk County
> Salem-Keizer School District (24J)
> The Confederated Tribes of Grande Ronde

Amended:

> City of Independence
> City of Keizer
> City of Monmouth
> City of Salem
> City of Woodburn
> Marion County
> Polk County
> Salem-Keizer School District (24J)
> The Confederated Tribes of Grande Ronde

1.2.2 Section II: Execution and Effective Date

The effective date of the City of Woodburn's participation shall be the date stated in the ratifying ordinance adopted by the City of Woodburn, in compliance with ORS 190.085.

All other terms and conditions of the original Intergovernmental Agreement remain in full force and effect.

1.3 SIGNATURE PAGE – AMENDMENT TO ORS 190

INTERGOVERNMENTAL AGREEMENT

This signature page acknowledges the City of Woodburn as a party to the Intergovernmental Agreement establishing the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance.

IN WITNESS WHEREOF, the parties have executed this amendment as of the dates set forth below:

City of Independence:
By: _____
Title: _____
Date: _____

City of Keizer:
By: _____
Title: _____
Date: _____

City of Monmouth:
By: _____
Title: _____
Date: _____

City of Salem:
By: _____
Title: _____
Date: _____

City of Woodburn:
By: _____
Title: _____
Date: _____

The Confederated Tribes of the Grand Ronde Community of Oregon

By: _____
Title: _____
Date: _____

Marion County:
By: _____
Title: _____
Date: _____

Polk County:
By: _____
Title: _____
Date: _____

Salem Keizer Public Schools 24J:
By: _____
Title: _____
Date: _____

1.4 JOINDER COVER SHEET – CITY OF WOODBURN

This Joinder Agreement is entered into by the City of Woodburn for the purpose of joining the ORS 190 Entity established by the Intergovernmental Agreement dated August 13, 2020, for the Mid-Willamette Valley Homeless Alliance.

By signing below, the City of Woodburn agrees to be bound by the terms and conditions of the original Agreement and all amendments thereto.

City of Woodburn:
By: _____
Title: _____
Date: _____

Accepted by the ORS 190 Entity:
By: _____
Title: _____
Date: _____

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE

Finance Committee

CHARTER

A. PURPOSE

The Finance Committee is responsible for overseeing the financial health and sustainability of an organization. Its primary purpose is to provide financial oversight, ensure responsible fiscal management, and support strategic financial planning. The committee is comprised of members of the Executive Committee, CoC Budget Officer, and finance staff to review budgets, monitor financial performance, assess financial risks, and recommend financial policies or actions to the full board.

Key responsibilities typically include:

a. Reviewing and recommending annual budgets
b. Monitoring income, expenses, and financial reporting
c. Ensuring compliance with financial policies and legal requirements
d. Advising on investments, reserves, grants and fundraising, and general financial strategy of the organization.
e. Supporting audits and ensuring transparency in financial practices

The Finance Committee plays a crucial role in ensuring that resources are used effectively to achieve the organization's mission and that long-term financial planning aligns with organizational goals.

The Finance Committee is authorized by the Mid-Willamette Valley Homeless Alliance's Board of Directors (CoC Board).

B. MEMBERSHIP

1. **MEMBERSHIP.** The membership of Finance is comprised of the Executive Committee members.

2. **TERMS.** Finance Committee members shall have open-ended terms of membership.

3. **CO-CHAIRS** Chair and vice chair of board are the same as the Executive Committee.

4. **VOTING.** Recommendations to the Alliance Board will be made by majority of votes. Each member organization shall have one vote on each matter submitted to a vote of committee members. Members with a potential or actual conflict of interest must declare the conflict and announce its nature. The member must then refrain from taking any official action, except when the member's vote is necessary to achieve a quorum.

5. **RESIGNATION.** Resignations by Finance Committee members shall be submitted in writing to the group's chair(s) and CoC staff. In the alternative, members will be considered "resigned" if they fail to attend three consecutive meetings. Committee co-chairs will communicate member resignations to committee members and appropriate staff.

C. MEETINGS

1. **MEETINGS.** Finance Committee meetings will occur monthly, or more frequently at the call of the co-chairs. The Finance Committee is a public body subject to the public meetings and record laws as stated in ORS Chapter 192. All meetings will be open to the public. The meeting agenda will be distributed to members and through public notice at least one week prior to meetings. Accommodations will be made, compliant with the Americans with Disabilities Act. Meeting location will alternate monthly between hybrid and fully virtual. Committee members are strongly encouraged to attend hybrid meetings in person.

2. **QUORUM.** A majority (defined as 50% plus one) of membership will constitute a quorum for the transaction of all business at meetings. The Finance Committee shall not meet without a quorum. With prior written notification to the co-chairs, committee members may choose a member from their organization to serve in their place in their absence.

3. **VOTING.** Finance Committee meetings shall operate on a consensus basis. However, members may request a majority vote on specific issues. A majority is defined as 50% plus one of the group members.

D. CONFLICT OF INTEREST

1. **GENERAL PROVISIONS**. A conflict of interest is a situation in which a group member, one of his or her family members has a personal or financial interest that compromises or could compromise the group member's independence of judgment in exercising his

or her responsibilities to the CoC. It is the position of this CoC that conflicts of interest shall not compromise the CoC's work and that even the appearance of a conflict shall be avoided in all circumstances.

2. **ADHERENCE TO CONFLICT OF INTEREST POLICY.** Group members are expected to adhere to the CoC Conflict of Interest Policy, as described in Article III of the CoC Governance Charter and in a separate policy document, which requires the member to minimize conflicts of interest; disclose ethical, legal, financial, and other conflicts; and remove themselves from decision-making if they would otherwise be called on to act on a conflict involving themselves, their family members or entities with which they or their family members are closely associated.

E. CODE OF CONDUCT

1. **GENERAL PROVISIONS.** Group members are expected to observe the highest standards of ethical conduct in the execution of their responsibilities, to conduct themselves with courtesy and respect, and to refrain from harassment, intimidation, discrimination, and physical or verbal abuse.

2. **ANNUAL DECLARATION.** Group members are to annually receive a copy of the Code of Conduct, acknowledge receipt by signing a form, and submit a copy of the signed form to CoC staff.

F. CHARTER AMENDMENTS

1. **PROCESS.** This charter may be amended at any CoC board meeting by a majority vote of the appointed, voting Board membership. Copies of proposed amendments will be available for review at least one week prior to the board meeting at which the proposed amendments are considered. The board will seek prior review and recommendation by the Finance Committee of any amendments to the charter unless circumstances require an immediate change. In the latter situation, CoC staff will provide an explanation of the circumstances and provide opportunity for comments and input prior to and as part of the board meeting.

2. **FREQUENCY OF REVIEW** The Finance Committee will review this charter annually and submit any recommended revisions to the CoC Board.

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA)

MOVING TO END AND PREVENT HOMELESSNESS

Director's Report

JULY 2025

Misty Bolger, Executive Director

Director's Report : Misty Bolger

7/10/2025

I. Finances

Grant Close-Outs

- Subgrantee monitoring and final reporting in progress
- Close-out reports anticipated in **August/September**

Budget and Roll-Over Funds

- Current rollover includes **ORI** and **LTRA** funds
- Integration into revised budget underway

Navigation Support Needs

- Clarifying the interface between subgrantees and the Help Desk
- Recommendations for improved guidance and support

Audit

- Preparation for upcoming financial audit is underway

Subgrantee Guidance: New Processes

- A new meeting series with subgrantees will begin in **August** to review updated expectations, compliance, and reporting

Executive Committee → Finance Committee Transition

- Exploring formal expansion of the Executive Committee's financial oversight
- Seeking feedback on content and format of finance reports
- Implementing **QuickBooks** reporting improvements

II. Staffing

- New workflows and task assignments are under review
- Refer to **ICA Close-Out Report** for recommendations regarding **HMIS and Coordinated Entry** functions

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III. Outreach & Committee Support

- **All standing committees are paused for July**, with select exceptions
- Staff capacity and committee structure are being evaluated to better align with strategic goals
- Goal: Refine committee objectives and determine sustainable staff support models

LTRA Update

Due to delays in accessing the funding from OCHS, start dates were delayed and some of the original project design had to be modified.

Original Budget/Project Summaries

Total Grant Awarded: $ $ 5,308,196.60

Housing vouchers and support services for 115 households

This was awarded to MWVCAA to oversee the vouchers with Sable House, Center for Hope and Safety and Shangri-la providing support services.

Capacity Building:

Landlord Engagement

- Hire Landlord engagement specialist to host landlord luncheon/training and to provide incentives to landlords. The purpose of this engagement was to create partnerships that could result in the removal of barriers for those seeking rental properties.

Capacity Building

- Create a training academy for case managers and agencies to better understand HMIS/CE and key outcomes for grants. Five culturally specific organizations (CSO's) were chosen to participate and provide feedback on the training. This method of reciprocal training would allow the training to be modified to other languages and taught in ways that are more meaningful to a broad range of communities. Additional Coordinated Entry Assessor and HMIS training would be provided, and documents would be translated into languages identified as most used needed in our community.

End of Grant HA Activities to support our CoC

These activities were a result of outreach to providers to assess needs and support.

Landlord engagement activities in Marion and Polk Counties

- 100 smoke detectors, carbon dioxide detectors, and booklets for new inspection standards were distributed.
- Sable House, Shangri-La, Center for Hope and Safety, and Sheltering Silverton became Rent Well Instructor sites and participation books were ordered for each.
- 50 Rent Well participate manuals distributed to Polk County Resource Center to support their Rent Well classes.

Support Services:

- Groceries, diapers, cleaning supplies and other household items were purchased for households enrolled through Sable House and Center for Hope and Safety.

Capacity Building:

- Improvements to MWVHA website to allow more accessibility and resource sharing
- Contract with Need Navigator to allow CoC providers easier access to help with HMIS, CE and Invoicing.
- Enrollment in Train the Trainer Mental Health First Aid (adults), Question, Persuade, Refer (Suicide Prevention/Intervention training), and Motivational Interviewing. This will enable us to provide this training to our providers and their staff.
- Purchase of books/ workbooks for Self-Care, Trauma Informed Care, Motivational Interviewing, and burnout prevention to distribute to agencies.

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA)

MOVING TO END AND PREVENT HOMELESSNESS

STAFF UPDATES

JULY 2025

Admin. & Comm., Cassie Bay **Page 02**

HHS Liaison, Emily Mewbourn **Page 05**

HMIS Data Analyst, David Peak **Page 07**

Cassie Bay
Administration & Communications Specialist

General Committee Support

Continued backend administrative support for committees, including agenda prep, webpage updates, meeting minutes, tracking documents and meeting documentation. Ensured meetings were noticed in accordance with Oregon Public Meeting Law.

MWVHA Executive Committee
Youth Action Board (Backbone)
Youth and Young Adult Sub-Committee (Notice & web updates only)
HMIS Users Workgroup
Coordinated Entry Committee
Health and Safety RFP Workgroup (Notice, quorum & web updates only)
Health and Safety Committee (Notice, quorum & web updates only)

Board of Directors Meeting Support

Outlined procedures for recruiting and onboarding new member organizations for the Board of Directors and governmental entities for ORS 190.

Redlined amendments to MWVHA Governance Charter (adding the City of Woodburn and Northwest Human Services and removing United Way).

Drafted an amendment summary, signature page and joinder agreement add the City of Woodburn to the ORS 190 Entity Inter-Governmental Agreement (IGA).

Youth Action Board (Backbone)

Helped track committee goals and created a survey to align Backbone priorities with the Strategic Plan. Shared results with the group and gathered more feedback from members—full results will be pulled together and presented when the group meets again in August.

https://docs.google.com/forms/d/e/1FAIpQLSfd61MVRNlyWRmxn5oxVZCDicmLc3TaYOrDZ8N7nNTbv1-RGg/viewform?usp=header

Coordinated Entry (CE) Committee Support

Assisted with committee goal tracking and generated stakeholder survey to align Coordinated Entry Committee priorities, barriers, and evaluation focus with the Strategic Plan.

https://docs.google.com/forms/d/e/1FAIpQLSfv9gugEuGLebr-x7FFzsHwCemvoaSQ7_bR7mfzpcz8im2lFA/viewform?usp=header

HMIS Users Workgroup Support

Assisted with committee goal tracking and developed a stakeholder survey compiling results from HMIS Administrator stakeholders to align priorities, challenges, training needs and engagement strategies with Strategic Plan goals.

https://docs.google.com/forms/d/e/1FAIpQLSfMaetu9_sQ3g8POVl6uiKmdDhwgiirXVFdETZfSV3Ez2gpZQ/viewform?usp=header

FY 25-26 Budget Support

Provided support with budget reports & documentation.

Collaborated with COG employees to notice budget meetings.

Collaborative Committee Support

Generated a provider survey to gather insights on organizational stability, service capacity and Alliance support needs amid funding uncertainty.

Responses received so far highlight staffing, sustainability and innovational challenges with a strong interest in peer support and grant resources.

The Alliance plans to compile and share the results at our next Collaborative Committee.

https://docs.google.com/forms/d/e/1FAIpQLScIsvvQz7FJgxEp2YOVoRASZkJ57z8wJcTQTjRSiDfFmUGKKQ/viewform?usp=header

Grant Management, Tracking & Invoicing

Received overview on subgrantee invoicing from Executive Director.

Conducted a review of state funding sources and developed a comprehensive tracking workbook to accurately identify subgrantees and align their programs with corresponding funding streams.

Established a Fiscal Year 2025-2026 grant tracking workbook to monitor grant timelines, deliverables, and compliance for active Alliance grants.

HMIS & System Learning

Initiated onboarding into the Homeless Management Information System (HMIS), including orientation to data systems and structural components; established weekly meetings with David to support ongoing knowledge transfer.

Attended a 3-day WellSky System Administration HMIS Training to build knowledge of data entry standards, privacy protocols, and system workflows.

New member to Oregon Multi-CoC (OMC) HMIS Governance Committee - a monthly meeting held to assist OHCS in communicating information and developing site protocols that affect the OMC HMIS site.

Continued Priorities for July

- Support July board and committee meetings
- Compile survey responses and draft slideshow presentation for Collaborative Committee
- Develop action plan for HMIS Users Workgroup and Backbone
- Apply HMIS training knowledge to support HMIS Data Analyst and HMIS Helpdesk support.
- Drafting welcome packets (will try to work intermittently) while I learn grants and HMIS.

Emily Mewbourn
Health & Homeless Systems Liaison

Health & Safety Committee – RFP Workgroup Progress

- The RFP Workgroup has been developing the scope of work and deliverables for a potential consultant to conduct a systems-level analysis of health, housing, and homelessness services.
- A draft version was compiled based on feedback from the June 20 meeting and member input submitted in writing.

Public Meeting Law Compliance

- We had planned to use a collaborative working document (e.g., SharePoint) with safeguards in place, such as limiting access and asking members not to comment or edit simultaneously, to avoid triggering a quorum.
- However, after consulting with the Oregon Government Ethics Commission (OGEC), we've been advised that even with these precautions, using a shared document could still result in "serial communication," which may violate Oregon Public Meeting Law (OPML).
- Given this, we will move forward with making edits during scheduled meetings only, in order to remain in compliance with Oregon Public Meeting Law (OPML).

Policy Advocacy

- We reviewed the committee bylaws and found no explicit language prohibiting general policy advocacy.
- The committee would like to monitor bipartisan policy efforts at the state level related to housing and homelessness.
- Any formal advocacy positions would be brought to the board for review and approval.

Next Steps

- Awaiting additional guidance from OGEC.
- Once direction is clear, we'll finalize and bring the scope/deliverables forward for board review.

Upcoming Dates

- Target for Draft Scope Delivery: Mid-July

- Next RFP Workgroup Meeting: July 18th

David Peak
HMIS Data Analyst

Committees

- HMIS Workgroup
- Quad Squad
- CoC Data Governance Committee

Meetings outside of regular committees

- Weekly Staff meetings
- Coordinated Entry Committee
- OHCS:
    - Check-in (Monthly)
    - HMIS Lead meeting (Monthly)
    - Content-Specific meetings (2-3/wk)
        - Data Accuracy
        - Upcoming grant changes
        - Reporting requirements
    - Provided input on OHCS Data Dashboard
    - Worked with OHCS to arrange for assistance in training new and existing HMIS users
    - HUD TA meetings (2-3/wk)
- Transition Preparation (2/wk avg)
- National Alliance to End Homelessness Budget Update
- Need Navigator Listening session and development
- Met with staff at Chemeketa Community College to open discussion on internships with MWVHA

Development

- Attended Wellsky Training Summit
    - Business Objects training to improve and develop reporting skills
        - Building custom reports
        - Increased data visualization tools
        - Learning HMIS Specialist duties
            - HMIS Licensing

- Working with HUD TA in developing HMIS Assessments which will be tailored to program type to aid in data accuracy and reduce the burden on those providing services.

Reporting

- Regular
    - Monthly Housing Reports (VSP) to OHCS
    - Data Quality
- OR 504/Alliance
    - Information requests from ED for use at meetings
    - Assisting in organization and presentation for CE Committee
    - Supporting HMIS Lead and CE Program Manager

SECTION A - Data Available from Executive Committee Report

All Beds - 2025 HIC TOTAL					Chronic Beds				Veteran Only Beds				Youth Only Beds				DV Only Beds				Total Beds w/ Population Requirements	% of Beds w/ Population Requirements
All Bed by Project Type	HH W/ Children	HH W/O Children	Only Children	Total	HH W/ Children	HH W/O Children	Only Children	Total	HH W/ Children	HH W/O Children	Only Children	Total	HH W/ Children	HH W/O Children	Only Children	Total	HH W/ Children	HH W/O Children	Only Children	Total		
Emergency Shelter	660	192	13	865	0	0	0	0	10	0	0	10	38	12	0	50	7	26	0	33	93	11%
Transitional Housing	229	97	17	343	0	0	0	0	32	0	0	32	9	0	0	9	0	3	0	3	44	13%
Supportive Housing	25	0	0	25	0	0	0	0	25	0	0	25	0	0	0	0	0	0	0	0	25	100%
Rapid Re-Housing	306	333	0	639	0	0	0	0	16	16	0	32	0	6	0	6	47	83	0	130	168	26%
Permanent Supportive Housing	303	134	0	437	70	74	0	144	131	94	0	225	0	0	0	0	0	0	0	0	369	84%
Other Perm Housing	66	0	0	66	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
TOTAL	***1589***	***756***	***30***	***2375***	***70***	***74***	***0***	***144***	***214***	***110***	***0***	***324***	***47***	***18***	***0***	***65***	***54***	***112***	***0***	***166***	***699***	***29%***

SECTION B - Data to Add to Executive Committee Report

	Family Only Beds				Sobriety/Religious Required Only Beds*				Marion - Rural Only Beds				Polk - Rural Only Beds				Rural Only - Total Bed			
	HH W/ Children	HH W/O Children	Only Children	Total	HH W/ Children	HH W/O Children	Only Children	Total	HH W/ Children	HH W/O Children	Only Children	Total	HH W/ Children	HH W/O Children	Only Children	Total	HH W/ Children	HH W/O Children	Only Children	Total
Emergency Shelter	190	0	0	190	148	376	0	524	0	20	0	20	20	30	0	50	20	50	0	70
Transitional Housing	97	0	0	97	88	176	12	276	0	0	0	0	3	7	5	15	3	7	5	15
Safe Haven	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rapid Re-Housing	333	0	0	333	0	0	0	0	0	0	0	0	0	40	0	40	0	40	0	40
Permanent Supportive Housing	134	0	0	134	0	0	0	0	0	0	0	0	0	35	0	35	0	35	0	35
Other Perm Housing	0	0	0	0	0	29	0	29	0	0	0	0	0	0	0	0	0	0	0	0
	754	***0***	***0***	***754***	***236***	***581***	***12***	***829***	***0***	***20***	***0***	***20***	***23***	***112***	***5***	***140***	***23***	***132***	***5***	***160***

*Includes Faith Based Orgs, Those working from faith based facilities, and sober living facilities

*+13 Overflow with no des. bed type

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA)

2025 MEETING SCHEDULE

Executive Committee Meetings

Virtual on Zoom

Tuesdays, Noon-1:00 p.m.

- December 31
- ~~February 4~~ Wednesday, February 5
- March 4
- April 1

- April 29
- June 3
- July 1
- August 5
- September 2
- September 30
- November 4
- December 2

Joint Boards of Directors Meetings (Homeless Alliance & ORS 190 Entity)

Hybrid on Zoom/Mid-Willamette Valley Council of Governments*

2nd Thursdays, 3:00-5:00 p.m.

- January 9
- ~~February 13~~ Feb 19 (Zoom only)
- March 13
- April 10
- April TBD – Joint meeting with Collaborative Committee
- May 8
- June 12
- July 10
- August 14
- September 11
- October 9
- November 13
- December 11

For additional information, contact:
Cassie Bay
503.540.1627
staff@mwvhomelessalliance.org

*Mid-Willamette Valley Council of Governments Address: 100 High St. SE, Salem, OR