Special AGENDA

Joint Meeting of:

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

Meeting Location(s):
February 25, 2026
2:00 pm to 3:00 pm

This is a virtual meeting only

1. (2:00) WELCOME — CHAIR GORDON

Chair Gordon will open the meeting and confirm that Oregon Public Meeting Law requirements were met with Alliance staff.

2. (2:05) 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.

3. (2:10) ORI CONTRACTS — CHAIR GORDON

Bolger and Gordon will provide background/history on ORI contracts and explain OHCS directive to sign contracts with current ORI subgrantees.

Supplemental Information:

- ORI intro and background memo from Executive Director (**Pages 03-04**)
- 2024 ORI Review & Ranking Recommendation from R&R Committee (**Pages 05-06**)
- Clarification on grant expectations from OHCS (**Pages 07-08**)

ORS190 ACTION: Approve proposed ORI grant agreements as presented.

1. 2026-06 Center for Hope & Safety Grant Agreement (**Pages 09-33**)
2. 2026-07 MWVCAA (Marion County) Grant Agreement (**Pages 34-58**)
3. 2026-08 MWVCAA (Polk County) Grant Agreement (**Pages 59-83**)
4. 2026-09 Sable House Grant Agreement (**Pages 84-108**)

4. (3:00)ADJOURNMENT — CHAIR GORDON

Virtual Meeting Information:

https://wesd.zoom.us/j/98671475301?pwd=puGzkhijYbyoxGxYi2x6b8T573S8EA.1

Meeting ID: 986 7147 5301
Passcode: 940018

One tap mobile
+16694449171,,98671475301#,,,,*940018# US
+16699006833,,98671475301#,,,,*940018# 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

Mid-Willamette Valley Homeless Alliance

Board Meeting Memo

To: ORS 190 Entity SPECIAL MEETING

From: Misty Bolger, Executive Director

Date: February 2026

Subject: Oregon Rehousing Initiative

INTRODUCTION

Historical information:

On January 10, 2023, Governor Kotek declared a homelessness state of emergency, Executive Order 23-02, in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. Through the passage of House Bill 5019 (2023) by the Oregon Legislative Assembly, resources were delivered to local emergency response regional planning bodies.

On Jan. 9, 2024, Governor Kotek signed EO 24-02 to extend EO 23-02 and maintain the added capacity to the state's shelter system, rehouse people experiencing homelessness, and prevent homelessness.

In 2024, funding from Senate Bill (SB) 5701 was allocated to continue to build upon the initial investments made from House Bill (HB) 5019 (2023) which, among other things, was allocated to increase shelter capacity and connections to shelter, support rapid rehousing and homeless prevention initiatives, and for the administration of support relating to the initiatives. SB 5701 funding provided continued support for rehousing initiatives through the Oregon Rehousing Initiative (ORI) in accordance with Executive Order (EO) 24-02.

Current Contracts: On January 8th of 2026, the ORS 190 board voted to approve the contract with OHCS to administer an additional $4,106,909.35. The purpose of this Grant is to provide funding to Grantee to implement ORI. Grantee must rehouse 149 households during the Performance Period of July 1, 2025 to June 30, 2027.

OHCS has updated priorities for ORI funding by expanding eligibility and households and expand eligibility.

BACKGROUND

On February 12, 2026, our funding agency Oregon Housing and Community Services provided clarification that the intent was to fund existing agencies to expand upon the

work that is currently being done in our communities. Email from OHCS is included in this packet.

The Following process was followed for the original funding:

On April 12, 2024, the CoC issued a Request for Proposals (RFP) for $2.4M in Rehousing Services to be funded through Oregon Housing and Community Services. The collective goal is to rehouse at least 120 households (70 households through barrier removal funding and 50 households through traditional rapid rehousing services). An applicant workshop and office hours were conducted, and questions were fielded and answered on the Alliance website.

The Applicant Workshop included information about the minimum and maximum funding for renewal projects, and the maximum funding for new projects. The slide deck was posted on the Alliance website, and the funding amounts were reiterated in the Q & A section.

An RFP process was conducted with an independent Review and Recommendations Committee ranking. The ranking that is included in this packet is an exert from the board meeting held June 13, 2024. (page 99/100 of the agenda packet)

Currently the MWVHA contracts with Sable House, Center for Hope and Safety and Mid-Willamette Valley Community Action Agency. Alliance/CoC staff meet with each provider to identify financial needs for new households to be served, the resulting budgets are included in each contract.

RECOMMENDATION

MWVHA follows the funding agency directive to sign contracts with current providers.

Rehousing Services Recommendations

Request for Proposals
On April 12, 2024, the CoC issued a Request for Proposals (RFP) for $2.4M in Rehousing Services to be funded through Oregon Housing and Community Services. The collective goal is to rehouse at least 120 households (70 households through barrier removal funding and 50 households through traditional rapid rehousing services). An applicant workshop and office hours were conducted, and questions were fielded and answered on the Alliance website.

The Applicant Workshop included information about the minimum and maximum funding for renewal projects, and the maximum funding for new projects. The slide deck was posted on the Alliance website, and the funding amounts were reiterated in the Q & A section.

Projects/Contracts	Minimum	Maximum
Salem Housing Authority - RRH Barrier Removal	$ 413,777	$ 474,587
MWVCAA - RRH Polk Partnership	$ 449,998	$ 739,985
MWVCAA - RRH Marion Partnership	$ 506,767	$ 798,485
Sable House - RRH for DV Survivors	$ 308,380	$ 409,660
Renewal Projects/Contracts	**$ 1,678,922**	**$ 2,422,717**
New Projects/Contracts	**$ -**	**$743,795**

Proposals
Twelve projects submitted letters of intent to apply, and eight projects moved forward. Four of the eight projects were the anticipated renewals of the original Emergency Order RRH projects, and four projects were new. The eight projects requested a total of more than $4M.

Review & Recommendations Committee
Members of the Review & Recommendations (R&R) Committee identified strengths and weaknesses of each proposal and prepared preliminary scores for each application prior to meeting as a group. R&R Committee members discussed the strengths and weaknesses of each proposal, then finalized their individual scores. Individual scores were tallied to calculate final scores.

Completing the R&R Committee process required an extension of the timeline, which was approved by the Board at its May meeting.

The R&R Committee discussed funding allocations based on final scores and unanimously recommended the following:

Applicant	new or renewal	# of Households	Project Activities Score	Budget Score	Project + Budget TOTAL SCORE	Rank	Applied for	Recommended
MWVCAA - Polk	renewal	24	224	72	296	1	$ 739,985	$ 739,985
Center for Hope & Safety	new	10-20	210	86	296	1	$ 300,000	$ 300,000
MWVCAA - Marion	renewal	24	214	72	286	3	$ 798,887	$ 660,575
Salem Housing Authority	renewal	70	197	78	275	4	$ 422,841	$ 413,777
Church At the Park	new	30	164	74	238	5	$ 659,576	$ -
Sable House	renewal	20	183	52	235	6	$ 405,878	$ 308,380
Shangri-La	new	70	139	66	205	7	$ 421,128	$ -
Catholic Community Services	new	50	165	26	191	8	$ 316,960	$ -
							$ 4,065,255	**$ 2,422,717**

Appeal

After the R&R Committee's scoring and recommendations were complete, the CoC received an appeal from one organization. The Appeals Committee reviewed the appeal, examined related documentation, and issued the following findings:

- They did not find enough evidence to change the outcome for either the ranking or the funding distribution.
- They acknowledged that the language around renewal versus new projects was missing from the actual RFP and should have been posted as an addendum to be clear that it was a criterion being considered.
- The R&R Committee timeline change should have been posted as an addendum to the RFP. They found that the timeline change did not change the content or give an advantage to an organization over another for the content produced in the applications.

Recommendation for Awards

The R&R Committee recommends, and the Appeals Committee affirms, that the projects in the chart above be awarded funding for Rehousing Services.

Outlook

ORI Guidance and Clarification

From LOPEZ Jovany * HCS <Jovany.LOPEZ@hcs.oregon.gov>
Date Thu 2/12/2026 12:40 PM
To Misty Bolger <Misty.Bolger@mwvhomelessalliance.org>
Cc WEBER Liz * HCS <Liz.Weber@hcs.oregon.gov>; JOLIN Marc * HCS <Marc.Jolin@hcs.oregon.gov>

Good afternoon Misty,

I'm writing as a follow up to the conversation that you had, with HSS program analysts, about ORI earlier this week. In that conversation, you inquired if 2025-27 ORI funds were beholden to the same community plan that was developed in 2023-25 and whether the agency had the option of subgranting to different organizations. Our team advised that adhering to the previous plan is not a requirement and that ORI recipients could explore different subgrantee relationships, which is an accurate statement in the context of what we understood was a conversation about approaches to meeting outcome targets. That said, after that conversation, we understand MWVHA communicated an intent to compete out the ORI funds, an action that was not understood or expected based on the question and answers discussed with our team. Had that intention been articulated in the meeting, this would have prompted a different response and warranted additional conversation.

OHCS made the explicit decision in 2025-27 to **not** change the funding distribution methodology for ORI. We chose to use the MOE as the basis of funding distribution, and to fund the same organizations from 2023-25. We did this recognizing the need to ensure no gap in services or funds occur in communities, meaning in part, funds are made available quickly and in a predictable manner. We also did this within the context of the Statewide Shelter System RFP, the substantive system changes that will occur through that, and the likelihood that ORI funds will be distributed by those organizations in 2027-29 and beyond.

We understand that our grant agreements have outcome targets that must be met, meaning some changes must occur to ensure those are met, which will require work with your subrecipients. That said, it is our expectation that ORI recipients align with OHCS' approach to 2025-27 and at this time continue to fund the same subrecipients in order to expedite funding availability to communities and prioritize continuity/predictability for the support systems/organizations that expect them. To the extent that the conversation this week implied more flexibility to make significant changes to add or remove subrecipients, we regret any confusion that caused and offer this guidance to clarity our position.

Please, do not hesitate to reach out with any comments, questions, or concerns; we appreciate the diligent work that you are doing to address homelessness in your community.

Best regards,

OREGON HOUSING & COMMUNITY SERVICES
HUMAN RESOURCES

Jovany Lopez
Assistant Director of Homeless Services
Homeless Services Section, Housing Stabilization Division
Oregon Housing and Community Services
725 Summer St NE, Suite B | Salem, OR 97301
P: 503-580-7812

Grant Agreement
Oregon Rehousing Initiative ("ORI") Services

Agreement No. 2026-06

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance (the "ORS 190 ENTITY")
and
Center for Hope and Safety ("SUBGRANTEE"),
each individually a "Party", and collectively the "Parties".

RECITALS

A. This Subgrant Agreement (this "Agreement") is funded through the Oregon Housing and Community Services Department ("OHCS") under ORI Grant No. 9232 (PO-91400-00055966) (the "OHCS Grant"), authorized pursuant to ORS 190.110, ORS 456.561, ORS 456.625(17), ORS 458.392, Executive Order 25-01, and House Bill 5011 (2025), and made and entered into between OHCS and Mid-Willamette Valley Homeless Alliance (the "Alliance").

B. The ORS 190 ENTITY is acting as the agent of the Alliance in connection with the OHCS Grant and this Agreement, including specifically with respect to the administration of funds under the OHCS Grant.

C. The purpose of this Agreement is to provide funding for rehousing and supportive services to eligible households in accordance with the terms and conditions of OHCS Grant and all applicable federal and state laws.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms and conditions herein, the Parties agree as follows:

1. Incorporation of Agreement Documents
This Agreement consists of this document, including the recitals above, which are incorporated by reference and made part of this Agreement, and the following exhibits, which are incorporated by reference and made part of this Agreement:

a. Exhibit A – Scope of Work
b. Exhibit B – Budget
c. Exhibit C – Insurance Requirements
d. Exhibit D – OHCS Grant No. 9232 (PO-91400-00055966), as applicable to SUBGRANTEE
e. Exhibit E – Oregon Rehousing Initiative (ORI) Program Guidance

SUBGRANTEE acknowledges that this Agreement is funded through the OHCS Grant and agrees to comply with all applicable terms and conditions contained in the OHCS Grant, including but not limited to performance requirements, reporting requirements, confidentiality provisions, insurance requirements, and monitoring provisions, as applicable to SUBGRANTEE's activities.

In the event of any conflict between this Agreement and the OHCS Grant, the terms of the OHCS Grant shall control.

2. Term
Unless terminated or extended in accordance with its terms, this Agreement shall be effective upon full execution by the Parties and shall remain in effect through June 30, 2027.

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The allowable expenditure period for Grant Funds (as defined in Section 4(c) below) under this Agreement shall be July 1, 2025, through June 30, 2027, consistent with the Performance Period established under the OHCS Grant.

No costs incurred prior to July 1, 2025, shall be eligible for reimbursement under this Agreement unless expressly authorized in writing by the ORS 190 ENTITY and allowable under OHCS Grant.

The expiration or termination of this Agreement shall not terminate or prejudice any rights, remedies, obligations, or liabilities that have accrued prior to such expiration or termination.

3. Amendments

This Agreement may be amended only by a written instrument executed by authorized representatives of the Parties. No amendment shall be effective unless it is in writing and signed by both Parties.

Any changes to the Scope of Work (Exhibit A) or Budget (Exhibit B) proposed by SUBGRANTEE shall require the prior written approval of the ORS 190 ENTITY, which the ORS 190 ENTITY may withhold or condition in its sole discretion. Such approval must be obtained before commencement of the requested changes and shall be subject to consistency with the terms and conditions of the OHCS Grant and applicable OHCS ORI Program Guidance.

Approval of an amendment by the ORS 190 ENTITY shall not be deemed to waive any requirement of this Agreement or any obligation of SUBGRANTEE to comply with applicable law or OHCS requirements.

4. Background and Definitions

a. Background

ORI is a state-funded program designed to provide rehousing and supportive services to eligible households experiencing homelessness. The program is authorized pursuant to ORS 190.110, ORS 456.561, ORS 456.625(17), ORS 458.392, Executive Order 25-01, and House Bill 5011 (2025).

The purpose of this Agreement is to support the provision of housing-focused services intended to reduce homelessness and increase housing stability within the Marion-Polk region during the Performance Period of July 1, 2025, through June 30, 2027.

b. Program Objectives

Activities under this Agreement are intended to:

i. Increase housing stability by supporting eligible households in obtaining and maintaining permanent housing;
ii. Reduce the length of time households experience homelessness;
iii. Ensure that at least 80% of households exiting to permanent housing do not return to homelessness within six months of program exit; and
iv. Conduct all services in a Housing-Focused, low-barrier manner consistent with ORI requirements.

c. Definitions

For purposes of this Agreement:

"Housing-Focused" means activities that lower barriers to housing and do not exclude participants on the basis of behavioral, psychological, physiological, citizenship, immigration status, or economic preconditions, except as necessary to ensure health and safety.

"Performance Period" means July 1, 2025, through June 30, 2027.

"Eligible Household" means a household that meets eligibility criteria authorized under the OHCS Grant at the time of enrollment.

"Grant Funds" means funds provided under the OHCS Grant and disbursed to SUBGRANTEE under this Agreement.

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"Days" means calendar days.

5. Work to be Performed
SUBGRANTEE shall perform all activities described in Exhibit A (Scope of Work) and Exhibit B (Budget) in accordance with the terms and conditions of this Agreement, including without limitation Exhibit D (the OHCS Grant) and Exhibit E (OHCS ORI Program Guidance) and all applicable federal, state, and local laws.

SUBGRANTEE shall perform its obligations efficiently, effectively, and within all applicable timelines established under this Agreement and the governing OHCS Grant. All activities conducted under this Agreement must be Housing-Focused and designed to lower barriers for individuals and families experiencing homelessness.

Services must prioritize safety and risk management through individualized assessment rather than blanket exclusions.

SUBGRANTEE shall determine client eligibility consistent with the eligibility categories authorized under the OHCS Grant and shall maintain documentation sufficient to demonstrate compliance.

SUBGRANTEE shall comply with all performance measures established under this Agreement and the governing OHCS Grant, including but not limited to rehousing placement timelines, housing stability outcomes, and data reporting requirements.

6. Grant Disbursement Generally
The total maximum not-to-exceed amount of Grant Funds payable to SUBGRANTEE under this Agreement, inclusive of all allowable expenses, shall be **$1,433,939.76.**

ORS 190 ENTITY shall not disburse funds in excess of the not-to-exceed amount and shall not disburse any Grant Funds until this Agreement has been fully executed by both Parties.

All disbursements are subject to the following conditions:

a. Costs must be allowable, reasonable, and necessary for performance of the approved Scope of Work (Exhibit A);
b. Costs must be incurred during the applicable Performance Period;
c. Costs must be consistent with the approved Budget (Exhibit B);
d. Required documentation and reports must be submitted in a complete and timely manner; and
e. Funding must be available from OHCS under the OHCS Grant

Funding amounts specified in this Agreement do not constitute a guarantee that SUBGRANTEE will receive any or all such Grant Funds. Disbursement of Grant Funds is contingent upon SUBGRANTEE's compliance with all terms of this Agreement and the governing OHCS Grant.
ORS 190 ENTITY reserves the right to withhold, disallow, reduce, or recover funds in the event of noncompliance, ineligible expenditures, insufficient documentation, or failure to meet reporting or performance requirements.

Disbursement procedures for Grant Funds shall be governed by Section 7 of this Agreement.

7. Authorized Expenses and Payments
SUBGRANTEE shall submit reimbursement requests monthly, or as otherwise required by ORS 190 ENTITY, in a form acceptable to ORS 190 ENTITY and supported by sufficient documentation to demonstrate allowability and compliance with this Agreement, which may include but is not limited to payroll records, time records, invoices, contracts, receipts, and other financial records sufficient to demonstrate that expenditures are allowable, reasonable, allocable, and consistent with generally accepted accounting principles and applicable state and federal requirements.

Reimbursement is contingent upon:

a. Compliance with all reporting requirements;
b. Submission of complete and accurate documentation;
c. Availability of funds under the OHCS Grant; and
d. SUBGRANTEE's compliance with all terms of this Agreement.

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Final requests for reimbursement must be submitted by a deadline established in writing by the ORS 190 ENTITY following the close of the Performance Period. Requests submitted after that deadline may be denied in the sole discretion of the ORS 190 ENTITY.

Subject to the availability of funds and at the sole discretion of the ORS 190 ENTITY, SUBGRANTEE may request advance payment(s) to support timely implementation of rehousing activities authorized under this Agreement and consistent with the OHCS Grant.

SUBGRANTEE may request one advance payment not to exceed twenty-five percent (25%) of the total award amount under this Agreement. A second advance payment of up to an additional ten percent (10%) of the total award amount may be requested upon demonstration that the initial advance will be fully expended within thirty (30) calendar days of receipt.

All advance payment requests shall:

i. Be submitted on a form approved by the ORS 190 ENTITY;
ii. Include written authorization from the Authorized Representative or designee; and
iii. Include sufficient documentation describing the intended use of funds and demonstrating that such use is allowable, reasonable, allocable, and consistent with Exhibit A (Scope of Work), Exhibit B (Budget), and Exhibit D (the OHCS Grant).

Advance payments, if approved, shall be made only as close as administratively feasible to the time of actual expenditure and only in amounts necessary to cover allowable costs permitted under this Agreement.

Any portion of an advance payment not expended within ninety (90) calendar days of receipt shall be returned to the ORS 190 ENTITY unless an alternative use is approved in writing by the ORS 190 ENTITY. Failure to timely expend or return advance funds may result in withholding of future payments or other remedies available under this Agreement.

The ORS 190 ENTITY may request additional documentation or clarification as reasonably necessary to evaluate a reimbursement request. Failure to submit complete and accurate documentation may result in delayed, reduced, or withheld payment

Delays in funding caused by incomplete documentation or improper submission are the responsibility of the SUBGRANTEE. It is the responsibility of SUBGRANTEE to monitor reimbursement status and promptly address any deficiencies identified by the ORS 190 ENTITY.

All requests for reimbursement and questions related to fiscal matters, HMIS data entry, or reporting requirements shall be directed to the ORS 190 ENTITY's Authorized Representative or designee.

8. Consideration; Spending Expectations

a. Administrative Costs

Allowable administrative costs shall not exceed fifteen percent (10%) of total expenditures under this Agreement, unless a lower administrative cap is specified in Exhibit B (Budget) and approved in writing by the ORS 190 ENTITY, consistent with the requirements of the OHCS Grant.

b. Return of Unexpended Funds

Upon expiration or termination of this Agreement, SUBGRANTEE shall return any unexpended Grant Funds to the ORS 190 ENTITY within ten (10) calendar days, unless otherwise directed in writing.

c. Use of Funds

Grant Funds shall be used solely for activities described in Exhibit A (Scope of Work) and Exhibit B (Budget). Any proposed use of funds that differs from the approved Scope of Work or Budget must receive prior written approval from the ORS 190 ENTITY or its designee.

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Use of Grant Funds for any purpose not approved in writing is prohibited.

d. ORS 190 ENTITY Administrative Retention

Pursuant to the terms of the OHCS Grant Agreement, the ORS 190 ENTITY may retain up to five percent (5%) of the total Grant Funds awarded under this Agreement for administrative and oversight costs, including but not limited to fiscal management, contract monitoring, compliance review, reporting, technical assistance and other grant administration activities.

The SUBGRANTEE acknowledges that the total amount available for expenditure under this Agreement reflects this administrative retention. The five percent (5%) administrative retention is separate from and does not count toward the SUBGRANTEE's allowable administrative cost limitation under subsection (a) above.

9. Grant Funds; Indemnification

SUBGRANTEE shall be solely responsible for compliance with all conditions applicable to Grant Funds and for the acts and omissions of its officers, employees, agents, and subcontractors in connection with the administration and expenditure of such funds.

If SUBGRANTEE's noncompliance, breach, or improper use of Grant Funds results in a requirement that the ORS 190 ENTITY repay funds to OHCS, SUBGRANTEE shall reimburse the ORS 190 ENTITY for the amount attributable to such noncompliance, including any disallowed costs, repayment obligations, or related damages assessed by OHCS.

To the extent permitted by applicable law, SUBGRANTEE shall defend, indemnify, save and hold harmless the State of Oregon, the ORS 190 ENTITY, the Alliance, and their respective officers, employees, and agents from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to the acts or omissions of SUBGRANTEE or its officers, employees, agents, subcontractors, or subgrantees in the performance of activities under this Agreement, including without limitation the failure to comply with this Agreement.

SUBGRANTEE's obligations under this Section are subject to the limitations of ORS Chapter 180 and any other applicable statutory or constitutional limitations on indemnification. Nothing in this Agreement shall be construed to require SUBGRANTEE to indemnify the Alliance, the ORS 190 ENTITY, or the State of Oregon for the negligence or willful misconduct of the Alliance, the ORS 190 ENTITY, or the State of Oregon.

10. Unallowable Costs

If SUBGRANTEE receives or expends Grant Funds for any costs that are unallowable, improperly documented, outside the Performance Period, inconsistent with the approved Scope of Work or Budget, or otherwise noncompliant with this Agreement, the ORS 190 ENTITY may:

i. Disallow such costs;
ii. Withhold reimbursement;
iii. Require repayment of disbursed funds; and
iv. Exercise any other remedies available under this Agreement or applicable law.

The ORS 190 ENTITY's determination of allowability shall be made in good faith and consistent with applicable requirements under this Agreement.

Costs may be disallowed as a result of review of reimbursement requests, monitoring activities, audit findings, site visits, investigation, or other compliance action conducted by the ORS 190 ENTITY, OHCS, or any authorized governmental oversight body.

If any cost is disallowed after reimbursement has been made, SUBGRANTEE shall repay the full amount of the disallowed cost to the ORS 190 ENTITY upon written notice, within thirty (30) calendar days of the date of notice or within such shorter timeframe as may be required to comply with repayment obligations to OHCS.

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SUBGRANTEE shall cooperate fully with the ORS 190 ENTITY, OHCS, and any authorized investigative or oversight entity and shall assist in recovering any Grant Funds subject to repayment under this Agreement.

Nothing in this Section limits the ORS 190 ENTITY's right to exercise any other remedies available under this Agreement or applicable law.

12. Reporting

SUBGRANTEE shall prepare and submit all financial, programmatic, and performance reports required by the ORS 190 ENTITY or OHCS in the form, manner, and frequency prescribed by the ORS 190 ENTITY or OHCS, as applicable, and consistent with the requirements of this Agreement .

Without limitation of the foregoing, SUBGRANTEE shall submit required monthly, quarterly, and annual reports to the ORS 190 ENTITY as described and by the deadlines set forth in the table below and in the format prescribed by the ORS 190 ENTITY.

Reporting Period	Report Type	Due Date
Contract Execution – March 31, 2026	Monthly	April 10, 2026
April 1, 2026 – April 30, 2026	Monthly	May 10, 2026
May 1, 2026 – May 31, 2026	Monthly	June 10, 2026
June 1, 2026 – June 30, 2026	Monthly, Quarterly, Annual	July 10, 2026
July 1, 2026 – July 31, 2026	Monthly	August 10, 2026
August 1, 2026 – August 31, 2026	Monthly	September 10, 2026
September 1, 2026 – September 30, 2026	Monthly, Quarterly	October 10, 2026
October 1, 2026 – October 31, 2026	Monthly	November 10, 2026
November 1, 2026 – November 30, 2026	Monthly	December 10, 2026
December 1, 2026 – December 31, 2026	Monthly, Quarterly	January 10, 2027
January 1, 2027 – January 31, 2027	Monthly	February 10, 2027
February 1, 2027 – February 28, 2027	Monthly	March 10, 2027
March 1, 2027 – March 31, 2027	Monthly, Quarterly	April 10, 2027
April 1, 2027 – April 30, 2027	Monthly	May 10, 2027
May 1, 2027 – May 31, 2027	Monthly	June 10, 2027
June 1, 2027 – June 30, 2027	Monthly, Quarterly, Annual	July 10, 2027

SUBGRANTEE shall enter and maintain accurate, complete, and timely client-level data in HMIS or an OHCS-approved HMIS-comparable system, consistent with applicable data standards and reporting requirements. SUBGRANTEE shall cooperate in monthly data validation processes and ensure corrections are made within required timeframes.

SUBGRANTEE grants OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. SUBGRANTEE agrees to use client release forms and privacy policy forms as prescribed by OHCS or the ORS 190 ENTITY in connection with obtaining and transmitting client data in connection with this Agreement.

SUBGRANTEE shall comply with all fiscal reporting requirements, including submission of reimbursement requests and supporting documentation within timelines established by the ORS 190 ENTITY and consistent with OHCS reporting requirements.

SUBGRANTEE acknowledges that OHCS may require additional reports or information as necessary to evaluate program utilization, performance, and compliance. SUBGRANTEE shall cooperate fully with any such requests.

SUBGRANTEE shall comply with all requirements relating to the use of OHCS-approved online systems, including but not limited to HMIS and any fiscal management systems designated by OHCS or the ORS 190 ENTITY (collectively, the "Sites"). SUBGRANTEE understands and agrees that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided

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without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS and the ORS 190 ENTITY do NOT warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the user's risk. SUBGRANTEE hereby accepts the risk of its use of the Sites.

13. Monitoring

a. Monitoring Authority.

The ORS 190 ENTITY shall monitor the activities of SUBGRANTEE and any subcontractors or vendors as necessary to ensure compliance with this Agreement and proper use of Grant Funds for authorized purposes.

Monitoring may include, but is not limited to:

i. Reviewing, copying, and evaluating financial, programmatic, and administrative records related to performance under this Agreement;
ii. Conducting or arranging financial, programmatic, compliance, or performance audits;
iii. Conducting on-site, virtual, or field monitoring visits;
iv. Reviewing financial and program reports and supporting documentation prior to reimbursement approval; and
v. Providing technical assistance or requiring corrective or enforcement actions as necessary to ensure compliance.

Monitoring activities may be conducted in person, remotely, or by other reasonable means. SUBGRANTEE shall provide access to all relevant records, systems, and personnel necessary to conduct monitoring, subject to applicable confidentiality protections.

SUBGRANTEE shall require its subcontractors and vendors to comply with these monitoring requirements.

OHCS may conduct monitoring activities consistent with its oversight authority under the OHCS Grant.

The ORS 190 ENTITY reserves the right to request assistance with monitoring from appropriate oversight entities, including the Oregon Secretary of State, the Oregon Attorney General, or other authorized governmental bodies.

b. Records Retention.

SUBGRANTEE shall retain all financial records, supporting documentation, statistical records, and other records pertinent to this Agreement for a minimum of six (6) years following the expiration or termination of this Agreement, or longer if required by applicable law, audit resolution, or written notice from the ORS 190 ENTITY.

For purposes of this Agreement, all financial records, books, documents, papers, plans, data, reports, records of payments and expenditures, and other writings of SUBGRANTEE, whether in paper, electronic, or other form, that relate to performance under this Agreement are collectively referred to as "Records."

SUBGRANTEE shall retain and keep accessible all Records for a minimum of six (6) years following expiration or termination of this Agreement, or for such longer period as may be required by applicable law, or until the conclusion of any audit, review, investigation, controversy, or litigation arising out of or related to this Agreement, whichever occurs last. Such access shall extend to records maintained by SUBGRANTEE's officers, employees, agents, subcontractors, and vendors to the extent such records relate to this Agreement.

Access may be exercised during the term of this Agreement and for the applicable records retention period thereafter.

Subject to the foregoing retention requirements, SUBGRANTEE shall maintain Records in accordance with applicable state and federal law, including the records retention schedules set forth in OAR Chapter 166, and in a manner sufficient to clearly document compliance with the terms of this Agreement and the use of Grant Funds.

c. Cooperation and Special Conditions.

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SUBGRANTEE shall fully and timely cooperate with all monitoring and compliance activities.

If deficiencies are identified, the ORS 190 ENTITY may impose special conditions, including but not limited to increased reporting, reimbursement-only payment status, suspension of advance payments, required technical assistance participation, or other corrective measures reasonably designed to ensure compliance.

Failure to cooperate with monitoring or to implement corrective actions may be deemed a material breach of this Agreement.

d. Findings and Corrective Actions.

The ORS 190 ENTITY may communicate monitoring findings to SUBGRANTEE in writing, in its sole discretion.

SUBGRANTEE shall complete all required corrective actions within the timeframes specified and provide documentation demonstrating resolution.

e. Ongoing Review and Tracking.

The ORS 190 ENTITY may track findings and corrective actions, including deadlines and resolution status. SUBGRANTEE shall resolve all findings within established timeframes and provide documentation of resolution upon request.

14. Audits

The ORS 190 ENTITY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to, and the right to inspect, review, and copy, any books, documents, papers, audits, and records of SUBGRANTEE that relate to performance under this Agreement, for purposes including but not limited to audit, examination, monitoring, and compliance review.

Upon three (3) business days' written notice, the ORS 190 ENTITY may take possession of copies of such Records as reasonably necessary to carry out its oversight responsibilities. SUBGRANTEE may retain copies of all Records provided or copied under this Section.

SUBGRANTEE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. SUBGRANTEE shall also maintain all other Records in a manner sufficient to clearly document performance, compliance with the terms of this Agreement, and proper use of Grant Funds.

15. Compliance

SUBGRANTEE shall comply with all Program Requirements applicable to the Oregon Rehousing Initiative funded under the OHCS Grant.

For purposes of this Agreement, "Program Requirements" include, but are not limited to:

a. The terms and conditions of the OHCS Grant;
b. All applicable federal, state, and local statutes, regulations, rules, executive orders, and ordinances;
c. Applicable OHCS guidance, policy directives, and reporting requirements;
d. Coordinated Entry requirements and Housing-Focused service standards; and
e. Any amendments, modifications, or updates to the foregoing issued during the term of this Agreement.

SUBGRANTEE shall perform all obligations under this Agreement efficiently, effectively, and within applicable timelines established by ORS 190 ENTITY or OHCS.

SUBGRANTEE shall cooperate fully with monitoring, review, audit, and compliance activities conducted by ORS 190 ENTITY or OHCS and shall promptly address any identified deficiencies.

Failure to comply with Program Requirements may be considered a material breach of this Agreement.

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16. Client Confidentiality and Data Protection

SUBGRANTEE shall protect the confidentiality of all information concerning applicants for and recipients of services funded under this Agreement, including personally identifiable information ("PII"), in accordance with applicable federal and state law, including but not limited to the confidentiality provisions governing homeless management information systems ("HMIS"), the Violence Against Women Act where applicable, and Oregon public records and privacy laws.

SUBGRANTEE shall not disclose client information except:

a. As necessary for the administration of the program funded under this Agreement;
b. As required for reporting to the ORS 190 ENTITY or OHCS through approved data systems;
c. As authorized in writing by the client; or
d. As otherwise required by law.

SUBGRANTEE shall enter required client-level and program data into HMIS or an HMIS-comparable system approved by OHCS, consistent with the requirements of the OHCS Grant and applicable data standards.

SUBGRANTEE shall implement appropriate administrative, physical, and technical safeguards to protect client information from unauthorized access, disclosure, alteration, or destruction. Such safeguards shall include secure storage of records, restricted system access, staff training, and secure transmission protocols.

SUBGRANTEE shall require and ensure that all officers, employees, agents, subcontractors, and vendors comply with these confidentiality and data protection requirements.

The ORS 190 ENTITY shall have the right to review SUBGRANTEE records and practices for purposes of monitoring compliance with confidentiality requirements, provided that any review of client-level information shall be conducted in a manner consistent with applicable privacy protections.

17. Culturally Diverse and Appropriate Services; Nondiscrimination

The ORS 190 ENTITY and SUBGRANTEE are committed to delivering services in a manner that promotes equity, reduces disparities in housing outcomes, and ensures equal access to rehousing services.

SUBGRANTEE shall provide services in compliance with all applicable federal, state, and local civil rights laws, including but not limited to the Fair Housing Act and ORS Chapter 659A. SUBGRANTEE shall not discriminate in the provision of services on the basis of race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity, marital status, age, disability, familial status, source of income, immigration or citizenship status, or any other protected characteristic under applicable law.

SUBGRANTEE shall not discriminate against minority-owned, women-owned, or emerging small businesses in the procurement of goods or services funded under this Agreement.

Pursuant to Article I, Section 5 of the Oregon Constitution, SUBGRANTEE shall not use Grant Funds to support or engage in explicitly religious activities, including but not limited to worship, religious instruction, or proselytizing. SUBGRANTEE may engage in explicitly religious activities; however, such activities must be clearly separate in time or location from activities funded under this Agreement. SUBGRANTEE shall not require or coerce any participant to engage in religious activities, and no reimbursement shall be requested or provided for time or costs associated with such activities.

SUBGRANTEE shall ensure that services are culturally responsive, linguistically accessible, developmentally appropriate, and trauma-informed. SUBGRANTEE shall respect client privacy and confidentiality consistent with applicable law.

The ORS 190 ENTITY reserves the right to review, monitor, and evaluate SUBGRANTEE's compliance with equity, access, and nondiscrimination requirements under this Agreement and may require corrective action if deficiencies are identified.

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18. Collaboration Responsibilities

SUBGRANTEE shall actively participate in the regional Continuum of Care ("CoC") system, including attendance at CoC Collaborative Committee meetings, Coordinated Entry meetings, case conferencing sessions, and other regional planning or coordination meetings as reasonably requested by ORS 190 ENTITY.

SUBGRANTEE shall participate in and comply with the CoC's Coordinated Entry System and adhere to all applicable Coordinated Entry Policies and Procedures in effect during the term of this Agreement.

SUBGRANTEE shall cooperate with monitoring, data validation, performance review, and technical assistance activities conducted by ORS 190 ENTITY or OHCS in connection with the OHCS Grant.

SUBGRANTEE shall actively coordinate services and supports necessary to assist individuals and families in exiting homelessness and shall make reasonable efforts to reduce barriers to re-housing within the community.

19. Conflict of Interest

SUBGRANTEE shall maintain a written conflict of interest policy consistent with ORS Chapter 244 and any other applicable federal or state conflict of interest requirements. The policy shall establish procedures for identifying, disclosing, and addressing actual or potential conflicts of interest related to activities performed under this Agreement.

SUBGRANTEE shall provide a current copy of its conflict of interest policy to the ORS 190 ENTITY upon execution of this Agreement. If the policy is revised during the term of this Agreement, SUBGRANTEE shall provide an updated copy to the ORS 190 ENTITY within ten (10) calendar days of adoption.

Any actual or potential conflict of interest involving SUBGRANTEE, its officers, employees, agents, or subcontractors that relates to the administration of Grant Funds or performance under this Agreement shall be disclosed in writing to the ORS 190 ENTITY's Authorized Representative or designee in a timely manner.

SUBGRANTEE shall take appropriate corrective action, subject to review by the ORS 190 ENTITY, to resolve or mitigate any disclosed conflict.

Failure to maintain a compliant conflict of interest policy, failure to provide a copy upon request, or failure to disclose or appropriately address a conflict of interest may be considered a material breach of this Agreement.

20. Grievance Policy

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

21. Insurance and Workers' Compensation

SUBGRANTEE shall obtain and maintain, at its own expense, all insurance coverage required under this Agreement as set forth in Exhibit C (Insurance Requirements). Required coverage shall be maintained for the duration of this Agreement and for any applicable extended reporting periods required by policy or law.

SUBGRANTEE shall maintain workers' compensation insurance in compliance with applicable Oregon law for all employees engaged in activities under this Agreement.

If SUBGRANTEE provides direct client services under this Agreement, including but not limited to housing placement, case management, or other in-person services, SUBGRANTEE shall maintain all required professional liability and general liability coverage as specified in Exhibit C and shall provide certificates of insurance and endorsements satisfactory to the ORS 190 ENTITY upon request.

If activities funded under this Agreement involve facility-based operations, congregate settings, or direct supervision of clients, SUBGRANTEE shall maintain any additional coverage required under Exhibit C, including but not limited to Physical Abuse and Sexual Molestation coverage where applicable, prior to commencing such activities.

Failure to maintain required insurance coverage or to provide satisfactory evidence of coverage may result in suspension of activities, withholding of funds, or other remedies available under this Agreement.

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22. Subgrantee Status

SUBGRANTEE shall perform all activities under this Agreement as an independent contractor and not as an officer, employee, or agent of the ORS 190 ENTITY or the State of Oregon. Nothing in this Agreement is intended to create an employer–employee relationship, partnership, or joint venture between the Parties.

SUBGRANTEE shall be solely responsible for all compensation, benefits, insurance coverage, and other obligations related to its officers, employees, agents, and subcontractors engaged in activities under this Agreement, including but not limited to workers' compensation and any other required insurance.

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

a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal or state department or agency;
b. Has, within the three (3) years preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of 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 with commission of any of the offenses described above;
d. Has, within the three (3) years preceding the effective date of this Agreement, had one or more public transactions terminated for cause or default; or
e. Is listed on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control.

SUBGRANTEE shall promptly notify the ORS 190 ENTITY in writing if any certification made in this Section becomes inaccurate during the term of this Agreement.

23. Oregon False Claims Act

SUBGRANTEE acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct related to this Agreement that constitutes a "claim" as defined in ORS 180.750.

By executing this Agreement, SUBGRANTEE certifies that, to the best of its knowledge and belief, all statements, representations, certifications, reimbursement requests, reports, and other claims made or to be made in connection with this Agreement are true, complete, and accurate.

SUBGRANTEE acknowledges that if it makes, or causes to be made, a false claim or engages in conduct prohibited under the Oregon False Claims Act, the Oregon Attorney General may pursue all remedies and penalties authorized by law, in addition to any remedies available under this Agreement.

a. Representations and Warranties.

SUBGRANTEE represents and warrants that its performance under this Agreement, including submission of invoices, reimbursement requests, reports, certifications, and other deliverables, shall not knowingly constitute a False Claims Act Violation.

For purposes of this Section, a "False Claims Act Violation" means a false claim as defined in ORS 180.750 or conduct prohibited under ORS 180.755.

b. Duty to Report.

SUBGRANTEE shall promptly report in writing to the ORS 190 ENTITY any credible evidence that a principal, employee, agent, subcontractor, or other person has made a false claim, engaged in conduct prohibited under the Oregon False Claims Act, or committed fraud, bribery, gratuities violations, conflicts of interest violations, or similar misconduct related to this Agreement or Grant Funds.

c. Nonexclusive Remedies.

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Any remedies available under the Oregon False Claims Act are cumulative and do not limit any other rights or remedies available to the State of Oregon, OHCS, or the ORS 190 ENTITY under this Agreement or applicable law.

24. Remedies

a. Available Remedies.

If the ORS 190 ENTITY determines that SUBGRANTEE has failed to timely or adequately comply with any material obligation under this Agreement, including any directive issued by the ORS 190 ENTITY or any term of a corrective action plan, the ORS 190 ENTITY may, in its reasonable judgment, exercise any remedy available under this Agreement or applicable law.

Available remedies include, but are not limited to:

i. Termination of this Agreement, in whole or in part;
ii. Withholding, reducing, or reallocating Grant Funds;
iii. Disallowance of costs;
iv. Suspension or recoupment of payments;
v. Appointment of a receiver for the receipt and administration of Grant Funds;
vi. Requiring corrective action or imposing special conditions;
vii. Initiating legal action to enforce this Agreement or recover damages, including but not limited to injunctive relief or specific performance;
viii. Limiting or restricting SUBGRANTEE's eligibility for future funding from the ORS 190 ENTITY;
ix. Referral for criminal or civil investigation in cases involving misrepresentation or fraud; and
x. Requesting investigation, audit, or sanction by other governmental authorities.

b. Nonexclusive Remedies.

The rights and remedies of the ORS 190 ENTITY under this Agreement are cumulative and not exclusive and are in addition to any other rights or remedies available under this Agreement, at law, or in equity.

SUBGRANTEE acknowledges that any remedies available to SUBGRANTEE under this Agreement or applicable law are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of this Agreement.

c. No Waiver.

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

d. Survival.

All rights and remedies provided under this Agreement or applicable law shall survive expiration or termination of this Agreement.

25. Termination

a. Termination for Cause by ORS 190 ENTITY.

The ORS 190 ENTITY may terminate this Agreement, in whole or in part, upon written notice to SUBGRANTEE for cause related to any material breach, material misrepresentation, malfeasance, gross negligence, abandonment of performance, loss of required authority or licensure, or failure to comply with material obligations under this Agreement.

b. Events of Default.

In addition to the grounds stated above, the ORS 190 ENTITY may terminate this Agreement upon thirty (30) days written notice, or immediately where necessary to protect public funds, if SUBGRANTEE commits an event of default.

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Events of default include, but are not limited to, the following:

i. SUBGRANTEE fails to timely perform or comply with any material obligation under this Agreement.
ii. SUBGRANTEE fails to comply with directives issued by the ORS 190 ENTITY or OHCS related to the OHCS Grant.
iii. Grant Funds are used improperly, unlawfully, or for purposes not authorized under this Agreement.
iv. Funding for the ORI program is denied, suspended, reduced, or eliminated.
v. Federal or state laws, regulations, or guidance are modified or interpreted in a manner that prohibits or materially limits the ORS 190 ENTITY's authority to reimburse or continue funding under this Agreement.
vi. Funding, appropriations, expenditure limitation, or authorization to expend Grant Funds is denied, suspended, reduced, or eliminated.
vii. Any certification, license, or authorization required for SUBGRANTEE to perform services under this Agreement is denied, revoked, suspended, limited, or not renewed.
viii. SUBGRANTEE becomes insolvent, files for bankruptcy, makes a general assignment for the benefit of creditors, consents to the appointment of a receiver or trustee, or is subject to a similar proceeding.
ix. SUBGRANTEE, or its principals, officers, or agents, are suspended, debarred, declared ineligible, or otherwise excluded from participation in federal or state funded programs, including programs administered by OHCS.

c. Termination by Subgrantee.

SUBGRANTEE may terminate this Agreement upon thirty (30) days written notice if:

i. The ORS 190 ENTITY materially fails to provide funding due under this Agreement and does not cure such failure within the thirty-day notice period.
ii. The ORS 190 ENTITY issues material directives that conflict with applicable law or the governing requirements of the OHCS Grant and fails to correct such directive within thirty (30) days after written notice.

d. Termination for Convenience or Change in Law.

Either party may terminate this Agreement, in whole or in part, upon written notice if changes in law, regulation, funding authority, or governmental directive materially impair the ability of either party to perform its obligations.

e. Effect of Termination.

Upon issuance of a notice of termination and prior to the effective date of termination, the ORS 190 ENTITY may require SUBGRANTEE to cease incurring additional obligations and to obtain prior written approval before obligating any additional Grant Funds.

Upon termination, SUBGRANTEE shall:

i. Cease incurring new obligations under this Agreement;
ii. Take reasonable steps to minimize outstanding costs; and
iii. Return any unexpended or improperly expended Grant Funds as directed by the ORS 190 ENTITY.

Within sixty (60) days of the effective date of termination, SUBGRANTEE shall deliver all required financial records, program records, reports, data, and other materials generated or maintained under this Agreement.

f. Survival.

Termination of this Agreement shall not impair or invalidate any rights, remedies, or liabilities accrued prior to termination, including the right to recapture funds or recover damages as permitted under this Agreement or applicable law.

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26. No Third-Party Beneficiaries
Except as expressly provided otherwise in this Agreement, the ORS 190 ENTITY and SUBGRANTEE are the sole parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to, or shall be construed to, create any right, benefit, or cause of action in favor of any third party, whether directly or indirectly.

Notwithstanding the foregoing, OHCS shall have the right to enforce applicable requirements of the OHCS Grant against SUBGRANTEE.

27. Notices
Except as otherwise expressly provided in this Agreement, all notices and other communications between the Parties shall be in writing and may be delivered by personal delivery, email, or by mailing the same, postage prepaid, to the addresses or email addresses set forth in this Agreement, or to such other address or email address as a Party may designate by written notice in accordance with this Section.

Any notice of termination shall be provided by certified or registered mail, return receipt requested, or by another method that provides written confirmation of receipt.

Notices delivered by mail shall be deemed given five (5) calendar days after mailing. Notices delivered by personal delivery shall be deemed given when actually delivered. Notices delivered by email shall be deemed given on the date the email is sent, provided that no automated notice of delivery failure is received.

28. Governing Law; Venue; Consent to Jurisdiction
This Agreement shall be governed by and construed and enforced 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 Agreement 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.

29. Attorney Fees
In the event claim, action, suit, or proceeding of any kind is instituted on behalf of the ORS 190 ENTITY or SUBGRANTEE with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, 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.

30. Time is of the Essence
Time is of the essence in the performance of all obligations under this Agreement.

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

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

33. Fixed Assets and Equipment
SUBGRANTEE shall maintain written policies and procedures governing the acquisition, management, use, and disposition of property and equipment purchased in whole or in part with Grant Funds. Such policies and procedures

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shall comply with applicable federal and state requirements, including 2 CFR Part 200, as applicable, and any other requirements incorporated into this Agreement.

a. Covered Property.

For purposes of this Agreement, fixed assets and equipment include tangible personal property with an acquisition cost of more than $5,000 per unit, including but not limited to computer equipment, electronic equipment, tools, and other high-risk or durable items purchased with Grant Funds.

b. Ownership and Use.

Title to equipment purchased in whole or in part with Grant Funds shall vest in SUBGRANTEE, subject to the restrictions set forth in this Agreement. Such equipment shall be used solely for authorized program purposes and shall not be pledged as collateral or otherwise encumbered without prior written approval from the ORS 190 ENTITY.

c. Insurance.

SUBGRANTEE shall maintain appropriate insurance coverage for all vehicles and equipment acquired in whole or in part with Grant Funds, as required by applicable law and this Agreement. Such coverage shall be sufficient to protect against loss, damage, or theft and shall be documented upon request by the ORS 190 ENTITY.

d. Loaned Equipment.

Any equipment or property owned by OHCS and loaned to SUBGRANTEE shall remain the property of OHCS. SUBGRANTEE shall maintain records identifying such loaned property and shall return or dispose of such property only as directed by the ORS 190 ENTITY and consistent with OHCS requirements.

e. Disposition of Equipment.

SUBGRANTEE shall obtain prior written approval from the ORS 190 ENTITY before disposing of any equipment purchased with Grant Funds that has an original acquisition cost of more than $5,000 and a current per-unit fair market value exceeding $5,000. Disposal shall be conducted in a manner consistent with applicable property management standards and any conditions imposed by the ORS 190 ENTITY.

Equipment with a current per-unit fair market value of $5,000 or less may be retained, sold, or otherwise disposed of upon written notice to the ORS 190 ENTITY, unless otherwise restricted by applicable law or program requirements. SUBGRANTEE shall maintain documentation of all dispositions and make such records available for review upon request.

34. Authorized Representatives

ORS 190 ENTITY's Authorized Representative is:

Misty Bolger
ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
PO BOX 4073
Salem, OR 97302
Misty.bolger@mwvhomelessalliance.org

SUBGRANTEE's Authorized Representative is:

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

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

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

36. Merger Clause
This Agreement, together with its exhibits and any other documents incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations, whether oral or written.

No waiver, consent, modification, or amendment of any term of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties and approved as required by the ORS 190 ENTITY. Any such waiver, consent, modification, or amendment shall be effective only for the specific instance and purpose for which it is made.

37. Certifications and Signatures of Subgrantee's authorized representative
SUBGRANTEE, by execution of this Agreement, acknowledges that it has read this Agreement, understands its terms and conditions, has the legal authority to enter into this Agreement, and agrees to be bound by its provisions.
The undersigned signatory on behalf of SUBGRANTEE certifies, under penalty of perjury, both individually and on behalf of SUBGRANTEE, that:

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

b. By signing this Agreement, the signatory certifies under penalty of perjury 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" include those administered by the Oregon Department of Revenue pursuant to ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, 403, and 305.620, and related provisions;

c. Neither SUBGRANTEE nor any of its principals, officers, employees, or agents is included on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control;

d. SUBGRANTEE is bound by, and agrees to comply with, all applicable federal, state, and local laws, regulations, and requirements applicable to this Agreement and shall require any subcontractors to do the same; and

e. SUBGRANTEE certifies that it maintains a formal nondiscrimination policy in employment and, to the best of the signatory's knowledge, has not discriminated against and will not discriminate against minority-owned, women-owned, or emerging small business enterprises certified under ORS 200.055 in the procurement of goods or services related to this Agreement.

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SIGNATURE PAGE

SIGNATURE OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature:_____ Date:_____

Print Name: Jeremy Gordon_____ Title: President_____

Address: PO BOX 4073, Salem, OR 97302

Phone: _____ Email: chair@mwvhomelessalliance.org_____

Center for Hope & Safety:

Authorized Signature:_____ Date:_____

Print Name: Ashley Carson_____ Title: Executive Director_____

Address: 605 Center St NE_____

Phone: _____ Email: Ashley@hopeandsafety.org_____

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EXHIBIT A

Scope of Work

1. Purpose

The purpose of this Agreement is to support implementation of the Oregon Rehousing Initiative (ORI) within the Mid-Willamette Valley region in alignment with the OHCS Grant.

SUBGRANTEE shall carry out housing-focused activities designed to reduce unsheltered homelessness, increase access to permanent housing, and promote long-term housing stability.

All activities performed under this Agreement must be consistent with the objectives, requirements, and allowable uses of funds established under the terms of this Agreement.

2. Service Area and Target Population

SUBGRANTEE shall provide services within Marion and/or Polk County, Oregon.

Eligible participants must meet homelessness eligibility criteria consistent with ORI requirements and applicable Coordinated Entry standards.

SUBGRANTEE shall not impose additional screening barriers inconsistent with ORI requirements, including blanket exclusions based on citizenship, behavioral health status, disability, or income thresholds not required by ORI.

3. Required Activities

SUBGRANTEE shall implement one or more of the following eligible ORI program components as reflected in Exhibit B (Budget):

a. Street Outreach

Engagement with individuals and households experiencing unsheltered homelessness to facilitate connection to housing resources and services.

b. Rapid Rehousing

Provision of short- to medium-term rental assistance, housing stabilization services, and supportive case management necessary to support transition into permanent housing.

c. Unit Access and Landlord Engagement

Activities that increase access to housing units, including landlord recruitment, relationship development, incentives, risk mitigation strategies, and other housing access supports permitted under ORI.

d. Financial Assistance

Provision of eligible financial supports, which may include rental assistance, move-in costs, application fees, security deposits, utility deposits, arrears necessary to secure housing, and other allowable costs consistent with the OHCS Grant.

e. Data Collection and Reporting

Participation in HMIS or an approved comparable database for victim service providers. All required data elements must be entered in accordance with ORI reporting timelines and requirements.

4. Performance Expectations

SUBGRANTEE shall actively contribute to achievement of regional ORI performance obligations under the OHCS Grant.

During the Performance Period, SUBGRANTEE shall:

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a. Continued Housing Stability

Continue to provide housing assistance and stabilization services to approximately **55 households** currently enrolled in ORI-supported housing interventions in order to promote ongoing housing stability and prevent returns to homelessness.

SUBGRANTEE shall prioritize rapid placement into permanent housing and work to minimize the length of time between enrollment and housing placement.

Performance expectations shall be evaluated in consideration of funding levels, documented program capacity, participant eligibility, housing market conditions, and compliance with the OHCS Grant.

If SUBGRANTEE's performance materially falls below the minimum rehousing requirement or otherwise jeopardizes regional performance obligations, SUBGRANTEE shall cooperate in developing and implementing a corrective action plan as directed by the ORS 190 ENTITY.

5. Reporting and Documentation
SUBGRANTEE shall:

a. Enter complete and accurate client-level data into HMIS or approved comparable database in accordance with required timelines;

b. Submit required monthly, quarterly, and annual reports in the format prescribed by the ORS 190 ENTITY;

c. Provide documentation sufficient to demonstrate allowability, reasonableness, and allocability of expenditures;

d. Maintain records necessary to support reimbursement requests, monitoring activities, and audits.

Failure to submit required documentation or reports in a timely and complete manner may result in delayed or withheld reimbursement.

6. Collaboration and Regional Coordination
SUBGRANTEE shall coordinate with:

a. The Mid-Willamette Valley Continuum of Care;

b. Coordinated Entry partners;

c. Local service providers;

d. Landlords and housing partners;

e. Culturally responsive community organizations.

SUBGRANTEE shall participate in regional coordination meetings, data review processes, and planning activities as reasonably requested by the ORS 190 ENTITY.

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EXHIBIT B

Budget

CENTER FOR HOPE & SAFETY						
Personnel						
Quantity (FTE)	*Type*	*Hourly Rate*	*# of Hours*	*Wage*	*Fringe*	*Total Cost*
1	Housing Lead (0.9 FTE)	$ 35.00	1872	$ 65,520.00	$ 22,932.00	$ 88,452.00
3	Housing Advocate (2.7 FTE)	$ 31.00	5616	$ 174,096.00	$ 60,933.60	$ 235,029.60
					Total Personnel Cost	**$ 323,481.60**
Client Services Rent and Utilities						*Estimated Cost*
					55 Households in Marion & Polk County x 12 months*	$ 891,000.00
					Supportive Services - Direct Costs for housing clients	$ 89,100.00
					Total Client Services Cost	**$ 980,100.00**
Supplies and Operational Costs						*Estimated Cost*
					Administration (10%) - Insurance, HR, IT, Finance	**$ 130,358.16**
					Administration to COC 5%	**$ 65,179.08**
					Total Project Budget	**$ 1,499,118.84**

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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 Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, and any additional period 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 and any of its subcontractors, 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). 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 ORS 190 ENTITY. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this 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 Agreement by the SUBGRANTEE and SUBGRANTEE's 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

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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 thisAgreement 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 Agreement must include an additional

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insured endorsement specifying the ORS 190 ENTITY and the State of Oregon, and their 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 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 SUBGRANTEE or 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 Agreement, for a minimum of 24 months following the later of (i) SUBGRANTEE's completion and the ORS 190 ENTITY's acceptance of all activities required under this Agreement, or, (ii) the ORS 190 ENTITY or SUBGRANTEE's termination of this Agreement, or, (iii) the expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
SUBGRANTEE shall provide to the ORS 190 ENTITY Certificate(s) of Insurance for all required insurance before performing any activities required under this Agreement. The Certificate(s) shall list the ORS 190 ENTITY and the State of Oregon, and their 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 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 Agreement.

NOTICE OF CHANGE OR CANCELLATION:
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.

ORS 190 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.

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EXHIBIT D

OHCS Grant No. 9232

http://mwvhomelessalliance.org/wp-content/uploads/2026/02/9232_GR_ORI_MWVHA_Executed.pdf

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EXHIBIT E

ORI Program Guidance

https://www.oregon.gov/ohcs/homelessness-response/Documents/oregon-rehousing-initiative-program-guidance.pdf

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Grant Agreement
Oregon Rehousing Initiative ("ORI") Services

Agreement No. 2026-07

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

RECITALS

A. This Subgrant Agreement (this "Agreement") is funded through the Oregon Housing and Community Services Department ("OHCS") under ORI Grant No. 9232 (PO-91400-00055966) (the "OHCS Grant"), authorized pursuant to ORS 190.110, ORS 456.561, ORS 456.625(17), ORS 458.392, Executive Order 25-01, and House Bill 5011 (2025), and made and entered into between OHCS and Mid-Willamette Valley Homeless Alliance (the "Alliance").

B. The ORS 190 ENTITY is acting as the agent of the Alliance in connection with the OHCS Grant and this Agreement, including specifically with respect to the administration of funds under the OHCS Grant.

C. The purpose of this Agreement is to provide funding for rehousing and supportive services to eligible households in accordance with the terms and conditions of OHCS Grant and all applicable federal and state laws.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms and conditions herein, the Parties agree as follows:

1. Incorporation of Agreement Documents
This Agreement consists of this document, including the recitals above, which are incorporated by reference and made part of this Agreement, and the following exhibits, which are incorporated by reference and made part of this Agreement:

a. Exhibit A – Scope of Work
b. Exhibit B – Budget
c. Exhibit C – Insurance Requirements
d. Exhibit D – OHCS Grant No. 9232 (PO-91400-00055966), as applicable to SUBGRANTEE
e. Exhibit E – Oregon Rehousing Initiative (ORI) Program Guidance

SUBGRANTEE acknowledges that this Agreement is funded through the OHCS Grant and agrees to comply with all applicable terms and conditions contained in the OHCS Grant, including but not limited to performance requirements, reporting requirements, confidentiality provisions, insurance requirements, and monitoring provisions, as applicable to SUBGRANTEE's activities.

In the event of any conflict between this Agreement and the OHCS Grant, the terms of the OHCS Grant shall control.

2. Term
Unless terminated or extended in accordance with its terms, this Agreement shall be effective upon full execution by the Parties and shall remain in effect through June 30, 2027.

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The allowable expenditure period for Grant Funds (as defined in Section 4(c) below) under this Agreement shall be July 1, 2025, through June 30, 2027, consistent with the Performance Period established under the OHCS Grant.

No costs incurred prior to July 1, 2025, shall be eligible for reimbursement under this Agreement unless expressly authorized in writing by the ORS 190 ENTITY and allowable under OHCS Grant.

The expiration or termination of this Agreement shall not terminate or prejudice any rights, remedies, obligations, or liabilities that have accrued prior to such expiration or termination.

3. Amendments

This Agreement may be amended only by a written instrument executed by authorized representatives of the Parties. No amendment shall be effective unless it is in writing and signed by both Parties.

Any changes to the Scope of Work (Exhibit A) or Budget (Exhibit B) proposed by SUBGRANTEE shall require the prior written approval of the ORS 190 ENTITY, which the ORS 190 ENTITY may withhold or condition in its sole discretion. Such approval must be obtained before commencement of the requested changes and shall be subject to consistency with the terms and conditions of the OHCS Grant and applicable OHCS ORI Program Guidance.

Approval of an amendment by the ORS 190 ENTITY shall not be deemed to waive any requirement of this Agreement or any obligation of SUBGRANTEE to comply with applicable law or OHCS requirements.

4. Background and Definitions

a. Background

ORI is a state-funded program designed to provide rehousing and supportive services to eligible households experiencing homelessness. The program is authorized pursuant to ORS 190.110, ORS 456.561, ORS 456.625(17), ORS 458.392, Executive Order 25-01, and House Bill 5011 (2025).

The purpose of this Agreement is to support the provision of housing-focused services intended to reduce homelessness and increase housing stability within the Marion-Polk region during the Performance Period of July 1, 2025, through June 30, 2027.

b. Program Objectives

Activities under this Agreement are intended to:

i. Increase housing stability by supporting eligible households in obtaining and maintaining permanent housing;
ii. Reduce the length of time households experience homelessness;
iii. Ensure that at least 80% of households exiting to permanent housing do not return to homelessness within six months of program exit; and
iv. Conduct all services in a Housing-Focused, low-barrier manner consistent with ORI requirements.

c. Definitions

For purposes of this Agreement:

"Housing-Focused" means activities that lower barriers to housing and do not exclude participants on the basis of behavioral, psychological, physiological, citizenship, immigration status, or economic preconditions, except as necessary to ensure health and safety.

"Performance Period" means July 1, 2025, through June 30, 2027.

"Eligible Household" means a household that meets eligibility criteria authorized under the OHCS Grant at the time of enrollment.

"Grant Funds" means funds provided under the OHCS Grant and disbursed to SUBGRANTEE under this Agreement.

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"Days" means calendar days.

5. Work to be Performed
SUBGRANTEE shall perform all activities described in Exhibit A (Scope of Work) and Exhibit B (Budget) in accordance with the terms and conditions of this Agreement, including without limitation Exhibit D (the OHCS Grant) and Exhibit E (OHCS ORI Program Guidance) and all applicable federal, state, and local laws.

SUBGRANTEE shall perform its obligations efficiently, effectively, and within all applicable timelines established under this Agreement and the governing OHCS Grant. All activities conducted under this Agreement must be Housing-Focused and designed to lower barriers for individuals and families experiencing homelessness.

Services must prioritize safety and risk management through individualized assessment rather than blanket exclusions.

SUBGRANTEE shall determine client eligibility consistent with the eligibility categories authorized under the OHCS Grant and shall maintain documentation sufficient to demonstrate compliance.

SUBGRANTEE shall comply with all performance measures established under this Agreement and the governing OHCS Grant, including but not limited to rehousing placement timelines, housing stability outcomes, and data reporting requirements.

6. Grant Disbursement Generally
The total maximum not-to-exceed amount of Grant Funds payable to SUBGRANTEE under this Agreement, inclusive of all allowable expenses, shall be **$946,268.75.**

ORS 190 ENTITY shall not disburse funds in excess of the not-to-exceed amount and shall not disburse any Grant Funds until this Agreement has been fully executed by both Parties.

All disbursements are subject to the following conditions:

a. Costs must be allowable, reasonable, and necessary for performance of the approved Scope of Work (Exhibit A);
b. Costs must be incurred during the applicable Performance Period;
c. Costs must be consistent with the approved Budget (Exhibit B);
d. Required documentation and reports must be submitted in a complete and timely manner; and
e. Funding must be available from OHCS under the OHCS Grant

Funding amounts specified in this Agreement do not constitute a guarantee that SUBGRANTEE will receive any or all such Grant Funds. Disbursement of Grant Funds is contingent upon SUBGRANTEE's compliance with all terms of this Agreement and the governing OHCS Grant.
ORS 190 ENTITY reserves the right to withhold, disallow, reduce, or recover funds in the event of noncompliance, ineligible expenditures, insufficient documentation, or failure to meet reporting or performance requirements.

Disbursement procedures for Grant Funds shall be governed by Section 7 of this Agreement.

7. Authorized Expenses and Payments
SUBGRANTEE shall submit reimbursement requests monthly, or as otherwise required by ORS 190 ENTITY, in a form acceptable to ORS 190 ENTITY and supported by sufficient documentation to demonstrate allowability and compliance with this Agreement, which may include but is not limited to payroll records, time records, invoices, contracts, receipts, and other financial records sufficient to demonstrate that expenditures are allowable, reasonable, allocable, and consistent with generally accepted accounting principles and applicable state and federal requirements.

Reimbursement is contingent upon:

a. Compliance with all reporting requirements;
b. Submission of complete and accurate documentation;
c. Availability of funds under the OHCS Grant; and
d. SUBGRANTEE's compliance with all terms of this Agreement.

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Final requests for reimbursement must be submitted by a deadline established in writing by the ORS 190 ENTITY following the close of the Performance Period. Requests submitted after that deadline may be denied in the sole discretion of the ORS 190 ENTITY.

Subject to the availability of funds and at the sole discretion of the ORS 190 ENTITY, SUBGRANTEE may request advance payment(s) to support timely implementation of rehousing activities authorized under this Agreement and consistent with the OHCS Grant.

SUBGRANTEE may request one advance payment not to exceed twenty-five percent (25%) of the total award amount under this Agreement. A second advance payment of up to an additional ten percent (10%) of the total award amount may be requested upon demonstration that the initial advance will be fully expended within thirty (30) calendar days of receipt.

All advance payment requests shall:

i. Be submitted on a form approved by the ORS 190 ENTITY;
ii. Include written authorization from the Authorized Representative or designee; and
iii. Include sufficient documentation describing the intended use of funds and demonstrating that such use is allowable, reasonable, allocable, and consistent with Exhibit A (Scope of Work), Exhibit B (Budget), and Exhibit D (the OHCS Grant).

Advance payments, if approved, shall be made only as close as administratively feasible to the time of actual expenditure and only in amounts necessary to cover allowable costs permitted under this Agreement.

Any portion of an advance payment not expended within ninety (90) calendar days of receipt shall be returned to the ORS 190 ENTITY unless an alternative use is approved in writing by the ORS 190 ENTITY. Failure to timely expend or return advance funds may result in withholding of future payments or other remedies available under this Agreement.

The ORS 190 ENTITY may request additional documentation or clarification as reasonably necessary to evaluate a reimbursement request. Failure to submit complete and accurate documentation may result in delayed, reduced, or withheld payment

Delays in funding caused by incomplete documentation or improper submission are the responsibility of the SUBGRANTEE. It is the responsibility of SUBGRANTEE to monitor reimbursement status and promptly address any deficiencies identified by the ORS 190 ENTITY.

All requests for reimbursement and questions related to fiscal matters, HMIS data entry, or reporting requirements shall be directed to the ORS 190 ENTITY's Authorized Representative or designee.

8. Consideration; Spending Expectations

a. Administrative Costs

Allowable administrative costs shall not exceed fifteen percent (10%) of total expenditures under this Agreement, unless a lower administrative cap is specified in Exhibit B (Budget) and approved in writing by the ORS 190 ENTITY, consistent with the requirements of the OHCS Grant.

b. Return of Unexpended Funds

Upon expiration or termination of this Agreement, SUBGRANTEE shall return any unexpended Grant Funds to the ORS 190 ENTITY within ten (10) calendar days, unless otherwise directed in writing.

c. Use of Funds

Grant Funds shall be used solely for activities described in Exhibit A (Scope of Work) and Exhibit B (Budget). Any proposed use of funds that differs from the approved Scope of Work or Budget must receive prior written approval from the ORS 190 ENTITY or its designee.

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Use of Grant Funds for any purpose not approved in writing is prohibited.

d. ORS 190 ENTITY Administrative Retention

Pursuant to the terms of the OHCS Grant Agreement, the ORS 190 ENTITY may retain up to five percent (5%) of the total Grant Funds awarded under this Agreement for administrative and oversight costs, including but not limited to fiscal management, contract monitoring, compliance review, reporting, technical assistance and other grant administration activities.

The SUBGRANTEE acknowledges that the total amount available for expenditure under this Agreement reflects this administrative retention. The five percent (5%) administrative retention is separate from and does not count toward the SUBGRANTEE's allowable administrative cost limitation under subsection (a) above.

9. Grant Funds; Indemnification

SUBGRANTEE shall be solely responsible for compliance with all conditions applicable to Grant Funds and for the acts and omissions of its officers, employees, agents, and subcontractors in connection with the administration and expenditure of such funds.

If SUBGRANTEE's noncompliance, breach, or improper use of Grant Funds results in a requirement that the ORS 190 ENTITY repay funds to OHCS, SUBGRANTEE shall reimburse the ORS 190 ENTITY for the amount attributable to such noncompliance, including any disallowed costs, repayment obligations, or related damages assessed by OHCS.

To the extent permitted by applicable law, SUBGRANTEE shall defend, indemnify, save and hold harmless the State of Oregon, the ORS 190 ENTITY, the Alliance, and their respective officers, employees, and agents from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to the acts or omissions of SUBGRANTEE or its officers, employees, agents, subcontractors, or subgrantees in the performance of activities under this Agreement, including without limitation the failure to comply with this Agreement.

SUBGRANTEE's obligations under this Section are subject to the limitations of ORS Chapter 180 and any other applicable statutory or constitutional limitations on indemnification. Nothing in this Agreement shall be construed to require SUBGRANTEE to indemnify the Alliance, the ORS 190 ENTITY, or the State of Oregon for the negligence or willful misconduct of the Alliance, the ORS 190 ENTITY, or the State of Oregon.

10. Unallowable Costs

If SUBGRANTEE receives or expends Grant Funds for any costs that are unallowable, improperly documented, outside the Performance Period, inconsistent with the approved Scope of Work or Budget, or otherwise noncompliant with this Agreement, the ORS 190 ENTITY may:

i. Disallow such costs;
ii. Withhold reimbursement;
iii. Require repayment of disbursed funds; and
iv. Exercise any other remedies available under this Agreement or applicable law.

The ORS 190 ENTITY's determination of allowability shall be made in good faith and consistent with applicable requirements under this Agreement.

Costs may be disallowed as a result of review of reimbursement requests, monitoring activities, audit findings, site visits, investigation, or other compliance action conducted by the ORS 190 ENTITY, OHCS, or any authorized governmental oversight body.

If any cost is disallowed after reimbursement has been made, SUBGRANTEE shall repay the full amount of the disallowed cost to the ORS 190 ENTITY upon written notice, within thirty (30) calendar days of the date of notice or within such shorter timeframe as may be required to comply with repayment obligations to OHCS.

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SUBGRANTEE shall cooperate fully with the ORS 190 ENTITY, OHCS, and any authorized investigative or oversight entity and shall assist in recovering any Grant Funds subject to repayment under this Agreement.

Nothing in this Section limits the ORS 190 ENTITY's right to exercise any other remedies available under this Agreement or applicable law.

12. Reporting

SUBGRANTEE shall prepare and submit all financial, programmatic, and performance reports required by the ORS 190 ENTITY or OHCS in the form, manner, and frequency prescribed by the ORS 190 ENTITY or OHCS, as applicable, and consistent with the requirements of this Agreement .

Without limitation of the foregoing, SUBGRANTEE shall submit required monthly, quarterly, and annual reports to the ORS 190 ENTITY as described and by the deadlines set forth in the table below and in the format prescribed by the ORS 190 ENTITY.

Reporting Period	Report Type	Due Date
Contract Execution – March 31, 2026	Monthly	April 10, 2026
April 1, 2026 – April 30, 2026	Monthly	May 10, 2026
May 1, 2026 – May 31, 2026	Monthly	June 10, 2026
June 1, 2026 – June 30, 2026	Monthly, Quarterly, Annual	July 10, 2026
July 1, 2026 – July 31, 2026	Monthly	August 10, 2026
August 1, 2026 – August 31, 2026	Monthly	September 10, 2026
September 1, 2026 – September 30, 2026	Monthly, Quarterly	October 10, 2026
October 1, 2026 – October 31, 2026	Monthly	November 10, 2026
November 1, 2026 – November 30, 2026	Monthly	December 10, 2026
December 1, 2026 – December 31, 2026	Monthly, Quarterly	January 10, 2027
January 1, 2027 – January 31, 2027	Monthly	February 10, 2027
February 1, 2027 – February 28, 2027	Monthly	March 10, 2027
March 1, 2027 – March 31, 2027	Monthly, Quarterly	April 10, 2027
April 1, 2027 – April 30, 2027	Monthly	May 10, 2027
May 1, 2027 – May 31, 2027	Monthly	June 10, 2027
June 1, 2027 – June 30, 2027	Monthly, Quarterly, Annual	July 10, 2027

SUBGRANTEE shall enter and maintain accurate, complete, and timely client-level data in HMIS or an OHCS-approved HMIS-comparable system, consistent with applicable data standards and reporting requirements. SUBGRANTEE shall cooperate in monthly data validation processes and ensure corrections are made within required timeframes.

SUBGRANTEE grants OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. SUBGRANTEE agrees to use client release forms and privacy policy forms as prescribed by OHCS or the ORS 190 ENTITY in connection with obtaining and transmitting client data in connection with this Agreement.

SUBGRANTEE shall comply with all fiscal reporting requirements, including submission of reimbursement requests and supporting documentation within timelines established by the ORS 190 ENTITY and consistent with OHCS reporting requirements.

SUBGRANTEE acknowledges that OHCS may require additional reports or information as necessary to evaluate program utilization, performance, and compliance. SUBGRANTEE shall cooperate fully with any such requests.

SUBGRANTEE shall comply with all requirements relating to the use of OHCS-approved online systems, including but not limited to HMIS and any fiscal management systems designated by OHCS or the ORS 190 ENTITY (collectively, the "Sites"). SUBGRANTEE understands and agrees that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to implied warranties of

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merchantability, fitness for a particular purpose, or non-infringement. OHCS and the ORS 190 ENTITY do NOT warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the user's risk. SUBGRANTEE hereby accepts the risk of its use of the Sites.

13. Monitoring

a. Monitoring Authority.

The ORS 190 ENTITY shall monitor the activities of SUBGRANTEE and any subcontractors or vendors as necessary to ensure compliance with this Agreement and proper use of Grant Funds for authorized purposes.

Monitoring may include, but is not limited to:

i. Reviewing, copying, and evaluating financial, programmatic, and administrative records related to performance under this Agreement;
ii. Conducting or arranging financial, programmatic, compliance, or performance audits;
iii. Conducting on-site, virtual, or field monitoring visits;
iv. Reviewing financial and program reports and supporting documentation prior to reimbursement approval; and
v. Providing technical assistance or requiring corrective or enforcement actions as necessary to ensure compliance.

Monitoring activities may be conducted in person, remotely, or by other reasonable means. SUBGRANTEE shall provide access to all relevant records, systems, and personnel necessary to conduct monitoring, subject to applicable confidentiality protections.

SUBGRANTEE shall require its subcontractors and vendors to comply with these monitoring requirements.

OHCS may conduct monitoring activities consistent with its oversight authority under the OHCS Grant.

The ORS 190 ENTITY reserves the right to request assistance with monitoring from appropriate oversight entities, including the Oregon Secretary of State, the Oregon Attorney General, or other authorized governmental bodies.

b. Records Retention.

SUBGRANTEE shall retain all financial records, supporting documentation, statistical records, and other records pertinent to this Agreement for a minimum of six (6) years following the expiration or termination of this Agreement, or longer if required by applicable law, audit resolution, or written notice from the ORS 190 ENTITY.

For purposes of this Agreement, all financial records, books, documents, papers, plans, data, reports, records of payments and expenditures, and other writings of SUBGRANTEE, whether in paper, electronic, or other form, that relate to performance under this Agreement are collectively referred to as "Records."

SUBGRANTEE shall retain and keep accessible all Records for a minimum of six (6) years following expiration or termination of this Agreement, or for such longer period as may be required by applicable law, or until the conclusion of any audit, review, investigation, controversy, or litigation arising out of or related to this Agreement, whichever occurs last. Such access shall extend to records maintained by SUBGRANTEE's officers, employees, agents, subcontractors, and vendors to the extent such records relate to this Agreement.

Access may be exercised during the term of this Agreement and for the applicable records retention period thereafter.

Subject to the foregoing retention requirements, SUBGRANTEE shall maintain Records in accordance with applicable state and federal law, including the records retention schedules set forth in OAR Chapter 166, and in a manner sufficient to clearly document compliance with the terms of this Agreement and the use of Grant Funds.

c. Cooperation and Special Conditions.

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SUBGRANTEE shall fully and timely cooperate with all monitoring and compliance activities.

If deficiencies are identified, the ORS 190 ENTITY may impose special conditions, including but not limited to increased reporting, reimbursement-only payment status, suspension of advance payments, required technical assistance participation, or other corrective measures reasonably designed to ensure compliance.

Failure to cooperate with monitoring or to implement corrective actions may be deemed a material breach of this Agreement.

d. Findings and Corrective Actions.

The ORS 190 ENTITY may communicate monitoring findings to SUBGRANTEE in writing, in its sole discretion.

SUBGRANTEE shall complete all required corrective actions within the timeframes specified and provide documentation demonstrating resolution.

e. Ongoing Review and Tracking.

The ORS 190 ENTITY may track findings and corrective actions, including deadlines and resolution status. SUBGRANTEE shall resolve all findings within established timeframes and provide documentation of resolution upon request.

14. Audits

The ORS 190 ENTITY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to, and the right to inspect, review, and copy, any books, documents, papers, audits, and records of SUBGRANTEE that relate to performance under this Agreement, for purposes including but not limited to audit, examination, monitoring, and compliance review.

Upon three (3) business days' written notice, the ORS 190 ENTITY may take possession of copies of such Records as reasonably necessary to carry out its oversight responsibilities. SUBGRANTEE may retain copies of all Records provided or copied under this Section.

SUBGRANTEE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. SUBGRANTEE shall also maintain all other Records in a manner sufficient to clearly document performance, compliance with the terms of this Agreement, and proper use of Grant Funds.

15. Compliance

SUBGRANTEE shall comply with all Program Requirements applicable to the Oregon Rehousing Initiative funded under the OHCS Grant.

For purposes of this Agreement, "Program Requirements" include, but are not limited to:

a. The terms and conditions of the OHCS Grant;
b. All applicable federal, state, and local statutes, regulations, rules, executive orders, and ordinances;
c. Applicable OHCS guidance, policy directives, and reporting requirements;
d. Coordinated Entry requirements and Housing-Focused service standards; and
e. Any amendments, modifications, or updates to the foregoing issued during the term of this Agreement.

SUBGRANTEE shall perform all obligations under this Agreement efficiently, effectively, and within applicable timelines established by ORS 190 ENTITY or OHCS.

SUBGRANTEE shall cooperate fully with monitoring, review, audit, and compliance activities conducted by ORS 190 ENTITY or OHCS and shall promptly address any identified deficiencies.

Failure to comply with Program Requirements may be considered a material breach of this Agreement.

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16. Client Confidentiality and Data Protection

SUBGRANTEE shall protect the confidentiality of all information concerning applicants for and recipients of services funded under this Agreement, including personally identifiable information ("PII"), in accordance with applicable federal and state law, including but not limited to the confidentiality provisions governing homeless management information systems ("HMIS"), the Violence Against Women Act where applicable, and Oregon public records and privacy laws.

SUBGRANTEE shall not disclose client information except:

a. As necessary for the administration of the program funded under this Agreement;
b. As required for reporting to the ORS 190 ENTITY or OHCS through approved data systems;
c. As authorized in writing by the client; or
d. As otherwise required by law.

SUBGRANTEE shall enter required client-level and program data into HMIS or an HMIS-comparable system approved by OHCS, consistent with the requirements of the OHCS Grant and applicable data standards.

SUBGRANTEE shall implement appropriate administrative, physical, and technical safeguards to protect client information from unauthorized access, disclosure, alteration, or destruction. Such safeguards shall include secure storage of records, restricted system access, staff training, and secure transmission protocols.

SUBGRANTEE shall require and ensure that all officers, employees, agents, subcontractors, and vendors comply with these confidentiality and data protection requirements.

The ORS 190 ENTITY shall have the right to review SUBGRANTEE records and practices for purposes of monitoring compliance with confidentiality requirements, provided that any review of client-level information shall be conducted in a manner consistent with applicable privacy protections.

17. Culturally Diverse and Appropriate Services; Nondiscrimination

The ORS 190 ENTITY and SUBGRANTEE are committed to delivering services in a manner that promotes equity, reduces disparities in housing outcomes, and ensures equal access to rehousing services.

SUBGRANTEE shall provide services in compliance with all applicable federal, state, and local civil rights laws, including but not limited to the Fair Housing Act and ORS Chapter 659A. SUBGRANTEE shall not discriminate in the provision of services on the basis of race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity, marital status, age, disability, familial status, source of income, immigration or citizenship status, or any other protected characteristic under applicable law.

SUBGRANTEE shall not discriminate against minority-owned, women-owned, or emerging small businesses in the procurement of goods or services funded under this Agreement.

Pursuant to Article I, Section 5 of the Oregon Constitution, SUBGRANTEE shall not use Grant Funds to support or engage in explicitly religious activities, including but not limited to worship, religious instruction, or proselytizing. SUBGRANTEE may engage in explicitly religious activities; however, such activities must be clearly separate in time or location from activities funded under this Agreement. SUBGRANTEE shall not require or coerce any participant to engage in religious activities, and no reimbursement shall be requested or provided for time or costs associated with such activities.

SUBGRANTEE shall ensure that services are culturally responsive, linguistically accessible, developmentally appropriate, and trauma-informed. SUBGRANTEE shall respect client privacy and confidentiality consistent with applicable law.

The ORS 190 ENTITY reserves the right to review, monitor, and evaluate SUBGRANTEE's compliance with equity, access, and nondiscrimination requirements under this Agreement and may require corrective action if deficiencies are identified.

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18. Collaboration Responsibilities

SUBGRANTEE shall actively participate in the regional Continuum of Care ("CoC") system, including attendance at CoC Collaborative Committee meetings, Coordinated Entry meetings, case conferencing sessions, and other regional planning or coordination meetings as reasonably requested by ORS 190 ENTITY.

SUBGRANTEE shall participate in and comply with the CoC's Coordinated Entry System and adhere to all applicable Coordinated Entry Policies and Procedures in effect during the term of this Agreement.

SUBGRANTEE shall cooperate with monitoring, data validation, performance review, and technical assistance activities conducted by ORS 190 ENTITY or OHCS in connection with the OHCS Grant.

SUBGRANTEE shall actively coordinate services and supports necessary to assist individuals and families in exiting homelessness and shall make reasonable efforts to reduce barriers to re-housing within the community.

19. Conflict of Interest

SUBGRANTEE shall maintain a written conflict of interest policy consistent with ORS Chapter 244 and any other applicable federal or state conflict of interest requirements. The policy shall establish procedures for identifying, disclosing, and addressing actual or potential conflicts of interest related to activities performed under this Agreement.

SUBGRANTEE shall provide a current copy of its conflict of interest policy to the ORS 190 ENTITY upon execution of this Agreement. If the policy is revised during the term of this Agreement, SUBGRANTEE shall provide an updated copy to the ORS 190 ENTITY within ten (10) calendar days of adoption.

Any actual or potential conflict of interest involving SUBGRANTEE, its officers, employees, agents, or subcontractors that relates to the administration of Grant Funds or performance under this Agreement shall be disclosed in writing to the ORS 190 ENTITY's Authorized Representative or designee in a timely manner.

SUBGRANTEE shall take appropriate corrective action, subject to review by the ORS 190 ENTITY, to resolve or mitigate any disclosed conflict.

Failure to maintain a compliant conflict of interest policy, failure to provide a copy upon request, or failure to disclose or appropriately address a conflict of interest may be considered a material breach of this Agreement.

20. Grievance Policy

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

21. Insurance and Workers' Compensation

SUBGRANTEE shall obtain and maintain, at its own expense, all insurance coverage required under this Agreement as set forth in Exhibit C (Insurance Requirements). Required coverage shall be maintained for the duration of this Agreement and for any applicable extended reporting periods required by policy or law.

SUBGRANTEE shall maintain workers' compensation insurance in compliance with applicable Oregon law for all employees engaged in activities under this Agreement.

If SUBGRANTEE provides direct client services under this Agreement, including but not limited to housing placement, case management, or other in-person services, SUBGRANTEE shall maintain all required professional liability and general liability coverage as specified in Exhibit C and shall provide certificates of insurance and endorsements satisfactory to the ORS 190 ENTITY upon request.

If activities funded under this Agreement involve facility-based operations, congregate settings, or direct supervision of clients, SUBGRANTEE shall maintain any additional coverage required under Exhibit C, including but not limited to Physical Abuse and Sexual Molestation coverage where applicable, prior to commencing such activities.

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Failure to maintain required insurance coverage or to provide satisfactory evidence of coverage may result in suspension of activities, withholding of funds, or other remedies available under this Agreement.

22. Subgrantee Status

SUBGRANTEE shall perform all activities under this Agreement as an independent contractor and not as an officer, employee, or agent of the ORS 190 ENTITY or the State of Oregon. Nothing in this Agreement is intended to create an employer–employee relationship, partnership, or joint venture between the Parties.

SUBGRANTEE shall be solely responsible for all compensation, benefits, insurance coverage, and other obligations related to its officers, employees, agents, and subcontractors engaged in activities under this Agreement, including but not limited to workers' compensation and any other required insurance.

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

a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal or state department or agency;
b. Has, within the three (3) years preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of 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 with commission of any of the offenses described above;
d. Has, within the three (3) years preceding the effective date of this Agreement, had one or more public transactions terminated for cause or default; or
e. Is listed on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control.

SUBGRANTEE shall promptly notify the ORS 190 ENTITY in writing if any certification made in this Section becomes inaccurate during the term of this Agreement.

23. Oregon False Claims Act

SUBGRANTEE acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct related to this Agreement that constitutes a "claim" as defined in ORS 180.750.

By executing this Agreement, SUBGRANTEE certifies that, to the best of its knowledge and belief, all statements, representations, certifications, reimbursement requests, reports, and other claims made or to be made in connection with this Agreement are true, complete, and accurate.

SUBGRANTEE acknowledges that if it makes, or causes to be made, a false claim or engages in conduct prohibited under the Oregon False Claims Act, the Oregon Attorney General may pursue all remedies and penalties authorized by law, in addition to any remedies available under this Agreement.

a. Representations and Warranties.

SUBGRANTEE represents and warrants that its performance under this Agreement, including submission of invoices, reimbursement requests, reports, certifications, and other deliverables, shall not knowingly constitute a False Claims Act Violation.

For purposes of this Section, a "False Claims Act Violation" means a false claim as defined in ORS 180.750 or conduct prohibited under ORS 180.755.

b. Duty to Report.

SUBGRANTEE shall promptly report in writing to the ORS 190 ENTITY any credible evidence that a principal, employee, agent, subcontractor, or other person has made a false claim, engaged in conduct prohibited under the Oregon False

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Claims Act, or committed fraud, bribery, gratuities violations, conflicts of interest violations, or similar misconduct related to this Agreement or Grant Funds.

c. Nonexclusive Remedies.

Any remedies available under the Oregon False Claims Act are cumulative and do not limit any other rights or remedies available to the State of Oregon, OHCS, or the ORS 190 ENTITY under this Agreement or applicable law.

24. Remedies

a. Available Remedies.

If the ORS 190 ENTITY determines that SUBGRANTEE has failed to timely or adequately comply with any material obligation under this Agreement, including any directive issued by the ORS 190 ENTITY or any term of a corrective action plan, the ORS 190 ENTITY may, in its reasonable judgment, exercise any remedy available under this Agreement or applicable law.

Available remedies include, but are not limited to:

i. Termination of this Agreement, in whole or in part;
ii. Withholding, reducing, or reallocating Grant Funds;
iii. Disallowance of costs;
iv. Suspension or recoupment of payments;
v. Appointment of a receiver for the receipt and administration of Grant Funds;
vi. Requiring corrective action or imposing special conditions;
vii. Initiating legal action to enforce this Agreement or recover damages, including but not limited to injunctive relief or specific performance;
viii. Limiting or restricting SUBGRANTEE's eligibility for future funding from the ORS 190 ENTITY;
ix. Referral for criminal or civil investigation in cases involving misrepresentation or fraud; and
x. Requesting investigation, audit, or sanction by other governmental authorities.

b. Nonexclusive Remedies.

The rights and remedies of the ORS 190 ENTITY under this Agreement are cumulative and not exclusive and are in addition to any other rights or remedies available under this Agreement, at law, or in equity.

SUBGRANTEE acknowledges that any remedies available to SUBGRANTEE under this Agreement or applicable law are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of this Agreement.

c. No Waiver.

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

d. Survival.

All rights and remedies provided under this Agreement or applicable law shall survive expiration or termination of this Agreement.

25. Termination

a. Termination for Cause by ORS 190 ENTITY.

The ORS 190 ENTITY may terminate this Agreement, in whole or in part, upon written notice to SUBGRANTEE for cause related to any material breach, material misrepresentation, malfeasance, gross negligence, abandonment of performance, loss of required authority or licensure, or failure to comply with material obligations under this Agreement.

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b. Events of Default.

In addition to the grounds stated above, the ORS 190 ENTITY may terminate this Agreement upon thirty (30) days written notice, or immediately where necessary to protect public funds, if SUBGRANTEE commits an event of default.

Events of default include, but are not limited to, the following:

i. SUBGRANTEE fails to timely perform or comply with any material obligation under this Agreement.
ii. SUBGRANTEE fails to comply with directives issued by the ORS 190 ENTITY or OHCS related to the OHCS Grant.
iii. Grant Funds are used improperly, unlawfully, or for purposes not authorized under this Agreement.
iv. Funding for the ORI program is denied, suspended, reduced, or eliminated.
v. Federal or state laws, regulations, or guidance are modified or interpreted in a manner that prohibits or materially limits the ORS 190 ENTITY's authority to reimburse or continue funding under this Agreement.
vi. Funding, appropriations, expenditure limitation, or authorization to expend Grant Funds is denied, suspended, reduced, or eliminated.
vii. Any certification, license, or authorization required for SUBGRANTEE to perform services under this Agreement is denied, revoked, suspended, limited, or not renewed.
viii. SUBGRANTEE becomes insolvent, files for bankruptcy, makes a general assignment for the benefit of creditors, consents to the appointment of a receiver or trustee, or is subject to a similar proceeding.
ix. SUBGRANTEE, or its principals, officers, or agents, are suspended, debarred, declared ineligible, or otherwise excluded from participation in federal or state funded programs, including programs administered by OHCS.

c. Termination by Subgrantee.

SUBGRANTEE may terminate this Agreement upon thirty (30) days written notice if:

i. The ORS 190 ENTITY materially fails to provide funding due under this Agreement and does not cure such failure within the thirty-day notice period.
ii. The ORS 190 ENTITY issues material directives that conflict with applicable law or the governing requirements of the OHCS Grant and fails to correct such directive within thirty (30) days after written notice.

d. Termination for Convenience or Change in Law.

Either party may terminate this Agreement, in whole or in part, upon written notice if changes in law, regulation, funding authority, or governmental directive materially impair the ability of either party to perform its obligations.

e. Effect of Termination.

Upon issuance of a notice of termination and prior to the effective date of termination, the ORS 190 ENTITY may require SUBGRANTEE to cease incurring additional obligations and to obtain prior written approval before obligating any additional Grant Funds.

Upon termination, SUBGRANTEE shall:

i. Cease incurring new obligations under this Agreement;
ii. Take reasonable steps to minimize outstanding costs; and
iii. Return any unexpended or improperly expended Grant Funds as directed by the ORS 190 ENTITY.

Within sixty (60) days of the effective date of termination, SUBGRANTEE shall deliver all required financial records, program records, reports, data, and other materials generated or maintained under this Agreement.

f. Survival.

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Termination of this Agreement shall not impair or invalidate any rights, remedies, or liabilities accrued prior to termination, including the right to recapture funds or recover damages as permitted under this Agreement or applicable law.

26. No Third-Party Beneficiaries
Except as expressly provided otherwise in this Agreement, the ORS 190 ENTITY and SUBGRANTEE are the sole parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to, or shall be construed to, create any right, benefit, or cause of action in favor of any third party, whether directly or indirectly.

Notwithstanding the foregoing, OHCS shall have the right to enforce applicable requirements of the OHCS Grant against SUBGRANTEE.

27. Notices
Except as otherwise expressly provided in this Agreement, all notices and other communications between the Parties shall be in writing and may be delivered by personal delivery, email, or by mailing the same, postage prepaid, to the addresses or email addresses set forth in this Agreement, or to such other address or email address as a Party may designate by written notice in accordance with this Section.

Any notice of termination shall be provided by certified or registered mail, return receipt requested, or by another method that provides written confirmation of receipt.

Notices delivered by mail shall be deemed given five (5) calendar days after mailing. Notices delivered by personal delivery shall be deemed given when actually delivered. Notices delivered by email shall be deemed given on the date the email is sent, provided that no automated notice of delivery failure is received.

28. Governing Law; Venue; Consent to Jurisdiction
This Agreement shall be governed by and construed and enforced 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 Agreement 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.

29. Attorney Fees
In the event claim, action, suit, or proceeding of any kind is instituted on behalf of the ORS 190 ENTITY or SUBGRANTEE with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, 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.

30. Time is of the Essence
Time is of the essence in the performance of all obligations under this Agreement.

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

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

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33. Fixed Assets and Equipment
SUBGRANTEE shall maintain written policies and procedures governing the acquisition, management, use, and disposition of property and equipment purchased in whole or in part with Grant Funds. Such policies and procedures shall comply with applicable federal and state requirements, including 2 CFR Part 200, as applicable, and any other requirements incorporated into this Agreement.

a. Covered Property.

For purposes of this Agreement, fixed assets and equipment include tangible personal property with an acquisition cost of more than $5,000 per unit, including but not limited to computer equipment, electronic equipment, tools, and other high-risk or durable items purchased with Grant Funds.

b. Ownership and Use.

Title to equipment purchased in whole or in part with Grant Funds shall vest in SUBGRANTEE, subject to the restrictions set forth in this Agreement. Such equipment shall be used solely for authorized program purposes and shall not be pledged as collateral or otherwise encumbered without prior written approval from the ORS 190 ENTITY.

c. Insurance.

SUBGRANTEE shall maintain appropriate insurance coverage for all vehicles and equipment acquired in whole or in part with Grant Funds, as required by applicable law and this Agreement. Such coverage shall be sufficient to protect against loss, damage, or theft and shall be documented upon request by the ORS 190 ENTITY.

d. Loaned Equipment.

Any equipment or property owned by OHCS and loaned to SUBGRANTEE shall remain the property of OHCS. SUBGRANTEE shall maintain records identifying such loaned property and shall return or dispose of such property only as directed by the ORS 190 ENTITY and consistent with OHCS requirements.

e. Disposition of Equipment.

SUBGRANTEE shall obtain prior written approval from the ORS 190 ENTITY before disposing of any equipment purchased with Grant Funds that has an original acquisition cost of more than $5,000 and a current per-unit fair market value exceeding $5,000. Disposal shall be conducted in a manner consistent with applicable property management standards and any conditions imposed by the ORS 190 ENTITY.

Equipment with a current per-unit fair market value of $5,000 or less may be retained, sold, or otherwise disposed of upon written notice to the ORS 190 ENTITY, unless otherwise restricted by applicable law or program requirements. SUBGRANTEE shall maintain documentation of all dispositions and make such records available for review upon request.

34. Authorized Representatives
ORS 190 ENTITY's Authorized Representative is:

Misty Bolger
ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
PO BOX 4073
Salem, OR 97302
Misty.bolger@mwvhomelessalliance.org

SUBGRANTEE's Authorized Representative is:

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

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

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

36. Merger Clause
This Agreement, together with its exhibits and any other documents incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations, whether oral or written.

No waiver, consent, modification, or amendment of any term of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties and approved as required by the ORS 190 ENTITY. Any such waiver, consent, modification, or amendment shall be effective only for the specific instance and purpose for which it is made.

37. Certifications and Signatures of Subgrantee's authorized representative
SUBGRANTEE, by execution of this Agreement, acknowledges that it has read this Agreement, understands its terms and conditions, has the legal authority to enter into this Agreement, and agrees to be bound by its provisions.
The undersigned signatory on behalf of SUBGRANTEE certifies, under penalty of perjury, both individually and on behalf of SUBGRANTEE, that:

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

b. By signing this Agreement, the signatory certifies under penalty of perjury 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" include those administered by the Oregon Department of Revenue pursuant to ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, 403, and 305.620, and related provisions;

c. Neither SUBGRANTEE nor any of its principals, officers, employees, or agents is included on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control;

d. SUBGRANTEE is bound by, and agrees to comply with, all applicable federal, state, and local laws, regulations, and requirements applicable to this Agreement and shall require any subcontractors to do the same; and

e. SUBGRANTEE certifies that it maintains a formal nondiscrimination policy in employment and, to the best of the signatory's knowledge, has not discriminated against and will not discriminate against minority-owned, women-owned, or emerging small business enterprises certified under ORS 200.055 in the procurement of goods or services related to this Agreement.

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SIGNATURE PAGE

SIGNATURE OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature:_____ Date:_____

Print Name: Jeremy Gordon_____ Title: President_____

Address: PO BOX 4073, Salem, OR 97302

Phone: _____ Email: chair@mwvhomelessalliance.org

Mid-Willamette Valley Community Action Agency:

Authorized Signature:_____ Date:_____

Print Name: Jimmy Jones_____ Title: Executive Director_____

Address: 2475 Center St NE, Salem OR 97301

Phone: _____ Email: jimmy.jones@mwvcaa.org

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EXHIBIT A

Scope of Work

1. Purpose

The purpose of this Agreement is to support implementation of the Oregon Rehousing Initiative (ORI) within the Mid-Willamette Valley region in alignment with the OHCS Grant.

SUBGRANTEE shall carry out housing-focused activities designed to reduce unsheltered homelessness, increase access to permanent housing, and promote long-term housing stability.

All activities performed under this Agreement must be consistent with the objectives, requirements, and allowable uses of funds established under the terms of this Agreement.

2. Service Area and Target Population

SUBGRANTEE shall provide services within Marion and/or Polk County, Oregon.

Eligible participants must meet homelessness eligibility criteria consistent with ORI requirements and applicable Coordinated Entry standards.

SUBGRANTEE shall not impose additional screening barriers inconsistent with ORI requirements, including blanket exclusions based on citizenship, behavioral health status, disability, or income thresholds not required by ORI.

3. Required Activities

SUBGRANTEE shall implement one or more of the following eligible ORI program components as reflected in Exhibit B (Budget):

a. Street Outreach

Engagement with individuals and households experiencing unsheltered homelessness to facilitate connection to housing resources and services.

b. Rapid Rehousing

Provision of short- to medium-term rental assistance, housing stabilization services, and supportive case management necessary to support transition into permanent housing.

c. Unit Access and Landlord Engagement

Activities that increase access to housing units, including landlord recruitment, relationship development, incentives, risk mitigation strategies, and other housing access supports permitted under ORI.

d. Financial Assistance

Provision of eligible financial supports, which may include rental assistance, move-in costs, application fees, security deposits, utility deposits, arrears necessary to secure housing, and other allowable costs consistent with the OHCS Grant.

e. Data Collection and Reporting

Participation in HMIS or an approved comparable database for victim service providers. All required data elements must be entered in accordance with ORI reporting timelines and requirements.

4. Performance Expectations

SUBGRANTEE shall actively contribute to achievement of regional ORI performance obligations under the OHCS Grant.

During the Performance Period, SUBGRANTEE shall:

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a. Continued Housing Stability

Continue to provide housing assistance and stabilization services to approximately **40 households** currently enrolled in ORI-supported housing interventions in order to promote ongoing housing stability and prevent returns to homelessness.

SUBGRANTEE shall prioritize rapid placement into permanent housing and work to minimize the length of time between enrollment and housing placement.

Performance expectations shall be evaluated in consideration of funding levels, documented program capacity, participant eligibility, housing market conditions, and compliance with the OHCS Grant.

If SUBGRANTEE's performance materially falls below the minimum rehousing requirement or otherwise jeopardizes regional performance obligations, SUBGRANTEE shall cooperate in developing and implementing a corrective action plan as directed by the ORS 190 ENTITY.

5. Reporting and Documentation
SUBGRANTEE shall:

a. Enter complete and accurate client-level data into HMIS or approved comparable database in accordance with required timelines;

b. Submit required monthly, quarterly, and annual reports in the format prescribed by the ORS 190 ENTITY;

c. Provide documentation sufficient to demonstrate allowability, reasonableness, and allocability of expenditures;

d. Maintain records necessary to support reimbursement requests, monitoring activities, and audits.

Failure to submit required documentation or reports in a timely and complete manner may result in delayed or withheld reimbursement.

6. Collaboration and Regional Coordination
SUBGRANTEE shall coordinate with:

a. The Mid-Willamette Valley Continuum of Care;

b. Coordinated Entry partners;

c. Local service providers;

d. Landlords and housing partners;

e. Culturally responsive community organizations.

SUBGRANTEE shall participate in regional coordination meetings, data review processes, and planning activities as reasonably requested by the ORS 190 ENTITY.

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EXHIBIT B

Budget

Mid-Willamette Valley COMMUNITY ACTION

Personnel								
Quantity (FTE)	*Type*	*Hourly Rate*	*Term Hours*	*Wage*	*Fringe*	*Bilingual Differential*	*Paysacle Differential*	*Total Cost*
1	Program Manager	$ 32.33	1040	$ 33,623.20	$ 11,768.12			$ 45,391.32
2	Housing Case Managers	$ 23.00	2080	$ 47,840.00	$ 16,744.00	$ -		$ 129,168.00
						Total Personnel Cost		**$ 174,559.32**

Client Services Rent and Utilities *Item*		*Estimated Cost*
Direct Client costs		$ 88,485.00
35 Households Rent and Utilities for 12 Months		$ 588,000.00
Total Client Services Cost		**$ 676,485.00**

Supplies and Operational Costs *Item*		*Estimated Cost*
Office Supplies and furniture (desks, chairs, stationary, etc)		$ 1,200.00
Technology (computers, monitors, keyboard, mouse)		$ 1,500.00
Employee Onboarding - $250 per employee (background, drug screening, language, skills assessment, language test etc.)		$ -
Employee mileage		$ 5,000.00
Staff training		$ 1,500.00
Total Supply and Operational Cost		**$ 9,200.00**
Administration (10%) - Insurance, HR, IT, Finance		**$ 86,024.43**
Administration to COC 5%		**$ 43,012.22**
Total Project Budget		**$ 989,280.97**

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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 Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, and any additional period 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 and any of its subcontractors, 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). 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 ORS 190 ENTITY. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this 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 Agreement by the SUBGRANTEE and SUBGRANTEE's 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

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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 thisAgreement 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 Agreement must include an additional

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insured endorsement specifying the ORS 190 ENTITY and the State of Oregon, and their 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 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 SUBGRANTEE or 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 Agreement, for a minimum of 24 months following the later of (i) SUBGRANTEE's completion and the ORS 190 ENTITY's acceptance of all activities required under this Agreement, or, (ii) the ORS 190 ENTITY or SUBGRANTEE's termination of this Agreement, or, (iii) the expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
SUBGRANTEE shall provide to the ORS 190 ENTITY Certificate(s) of Insurance for all required insurance before performing any activities required under this Agreement. The Certificate(s) shall list the ORS 190 ENTITY and the State of Oregon, and their 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 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 Agreement.

NOTICE OF CHANGE OR CANCELLATION:
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.

ORS 190 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.

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EXHIBIT D

OHCS Grant No. 9232

http://mwvhomelessalliance.org/wp-content/uploads/2026/02/9232_GR_ORI_MWVHA_Executed.pdf

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EXHIBIT E

ORI Program Guidance

https://www.oregon.gov/ohcs/homelessness-response/Documents/oregon-rehousing-initiative-program-guidance.pdf

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Grant Agreement
Oregon Rehousing Initiative ("ORI") Services

Agreement No. 2026-08

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

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RECITALS

A. This Subgrant Agreement (this "Agreement") is funded through the Oregon Housing and Community Services Department ("OHCS") under ORI Grant No. 9232 (PO-91400-00055966) (the "OHCS Grant"), authorized pursuant to ORS 190.110, ORS 456.561, ORS 456.625(17), ORS 458.392, Executive Order 25-01, and House Bill 5011 (2025), and made and entered into between OHCS and Mid-Willamette Valley Homeless Alliance (the "Alliance").

B. The ORS 190 ENTITY is acting as the agent of the Alliance in connection with the OHCS Grant and this Agreement, including specifically with respect to the administration of funds under the OHCS Grant.

C. The purpose of this Agreement is to provide funding for rehousing and supportive services to eligible households in accordance with the terms and conditions of OHCS Grant and all applicable federal and state laws.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms and conditions herein, the Parties agree as follows:

1. Incorporation of Agreement Documents

This Agreement consists of this document, including the recitals above, which are incorporated by reference and made part of this Agreement, and the following exhibits, which are incorporated by reference and made part of this Agreement:

a. Exhibit A – Scope of Work
b. Exhibit B – Budget
c. Exhibit C – Insurance Requirements
d. Exhibit D – OHCS Grant No. 9232 (PO-91400-00055966), as applicable to SUBGRANTEE
e. Exhibit E – Oregon Rehousing Initiative (ORI) Program Guidance

SUBGRANTEE acknowledges that this Agreement is funded through the OHCS Grant and agrees to comply with all applicable terms and conditions contained in the OHCS Grant, including but not limited to performance requirements, reporting requirements, confidentiality provisions, insurance requirements, and monitoring provisions, as applicable to SUBGRANTEE's activities.

In the event of any conflict between this Agreement and the OHCS Grant, the terms of the OHCS Grant shall control.

2. Term

Unless terminated or extended in accordance with its terms, this Agreement shall be effective upon full execution by the Parties and shall remain in effect through June 30, 2027.

The allowable expenditure period for Grant Funds (as defined in Section 4(c) below) under this Agreement shall be July 1, 2025, through June 30, 2027, consistent with the Performance Period established under the OHCS Grant.

No costs incurred prior to July 1, 2025, shall be eligible for reimbursement under this Agreement unless expressly authorized in writing by the ORS 190 ENTITY and allowable under OHCS Grant.

The expiration or termination of this Agreement shall not terminate or prejudice any rights, remedies, obligations, or liabilities that have accrued prior to such expiration or termination.

3. Amendments

This Agreement may be amended only by a written instrument executed by authorized representatives of the Parties. No amendment shall be effective unless it is in writing and signed by both Parties.

Any changes to the Scope of Work (Exhibit A) or Budget (Exhibit B) proposed by SUBGRANTEE shall require the prior written approval of the ORS 190 ENTITY, which the ORS 190 ENTITY may withhold or condition in its sole discretion. Such approval must be obtained before commencement of the requested changes and shall be subject to consistency with the terms and conditions of the OHCS Grant and applicable OHCS ORI Program Guidance.

Approval of an amendment by the ORS 190 ENTITY shall not be deemed to waive any requirement of this Agreement or any obligation of SUBGRANTEE to comply with applicable law or OHCS requirements.

4. Background and Definitions

a. Background

ORI is a state-funded program designed to provide rehousing and supportive services to eligible households experiencing homelessness. The program is authorized pursuant to ORS 190.110, ORS 456.561, ORS 456.625(17), ORS 458.392, Executive Order 25-01, and House Bill 5011 (2025).

The purpose of this Agreement is to support the provision of housing-focused services intended to reduce homelessness and increase housing stability within the Marion-Polk region during the Performance Period of July 1, 2025, through June 30, 2027.

b. Program Objectives

Activities under this Agreement are intended to:

i. Increase housing stability by supporting eligible households in obtaining and maintaining permanent housing;
ii. Reduce the length of time households experience homelessness;
iii. Ensure that at least 80% of households exiting to permanent housing do not return to homelessness within six months of program exit; and
iv. Conduct all services in a Housing-Focused, low-barrier manner consistent with ORI requirements.

c. Definitions

For purposes of this Agreement:

“Housing-Focused” means activities that lower barriers to housing and do not exclude participants on the basis of behavioral, psychological, physiological, citizenship, immigration status, or economic preconditions, except as necessary to ensure health and safety.

“Performance Period” means July 1, 2025, through June 30, 2027.

“Eligible Household” means a household that meets eligibility criteria authorized under the OHCS Grant at the time of enrollment.

“Grant Funds” means funds provided under the OHCS Grant and disbursed to SUBGRANTEE under this Agreement.

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"Days" means calendar days.

5. Work to be Performed
SUBGRANTEE shall perform all activities described in Exhibit A (Scope of Work) and Exhibit B (Budget) in accordance with the terms and conditions of this Agreement, including without limitation Exhibit D (the OHCS Grant) and Exhibit E (OHCS ORI Program Guidance) and all applicable federal, state, and local laws.

SUBGRANTEE shall perform its obligations efficiently, effectively, and within all applicable timelines established under this Agreement and the governing OHCS Grant. All activities conducted under this Agreement must be Housing-Focused and designed to lower barriers for individuals and families experiencing homelessness.

Services must prioritize safety and risk management through individualized assessment rather than blanket exclusions.

SUBGRANTEE shall determine client eligibility consistent with the eligibility categories authorized under the OHCS Grant and shall maintain documentation sufficient to demonstrate compliance.

SUBGRANTEE shall comply with all performance measures established under this Agreement and the governing OHCS Grant, including but not limited to rehousing placement timelines, housing stability outcomes, and data reporting requirements.

6. Grant Disbursement Generally
The total maximum not-to-exceed amount of Grant Funds payable to SUBGRANTEE under this Agreement, inclusive of all allowable expenses, shall be **$996,885.25.**

ORS 190 ENTITY shall not disburse funds in excess of the not-to-exceed amount and shall not disburse any Grant Funds until this Agreement has been fully executed by both Parties.

All disbursements are subject to the following conditions:

a. Costs must be allowable, reasonable, and necessary for performance of the approved Scope of Work (Exhibit A);
b. Costs must be incurred during the applicable Performance Period;
c. Costs must be consistent with the approved Budget (Exhibit B);
d. Required documentation and reports must be submitted in a complete and timely manner; and
e. Funding must be available from OHCS under the OHCS Grant

Funding amounts specified in this Agreement do not constitute a guarantee that SUBGRANTEE will receive any or all such Grant Funds. Disbursement of Grant Funds is contingent upon SUBGRANTEE's compliance with all terms of this Agreement and the governing OHCS Grant.
ORS 190 ENTITY reserves the right to withhold, disallow, reduce, or recover funds in the event of noncompliance, ineligible expenditures, insufficient documentation, or failure to meet reporting or performance requirements.

Disbursement procedures for Grant Funds shall be governed by Section 7 of this Agreement.

7. Authorized Expenses and Payments
SUBGRANTEE shall submit reimbursement requests monthly, or as otherwise required by ORS 190 ENTITY, in a form acceptable to ORS 190 ENTITY and supported by sufficient documentation to demonstrate allowability and compliance with this Agreement, which may include but is not limited to payroll records, time records, invoices, contracts, receipts, and other financial records sufficient to demonstrate that expenditures are allowable, reasonable, allocable, and consistent with generally accepted accounting principles and applicable state and federal requirements.

Reimbursement is contingent upon:

a. Compliance with all reporting requirements;
b. Submission of complete and accurate documentation;
c. Availability of funds under the OHCS Grant; and
d. SUBGRANTEE's compliance with all terms of this Agreement.

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Final requests for reimbursement must be submitted by a deadline established in writing by the ORS 190 ENTITY following the close of the Performance Period. Requests submitted after that deadline may be denied in the sole discretion of the ORS 190 ENTITY.

Subject to the availability of funds and at the sole discretion of the ORS 190 ENTITY, SUBGRANTEE may request advance payment(s) to support timely implementation of rehousing activities authorized under this Agreement and consistent with the OHCS Grant.

SUBGRANTEE may request one advance payment not to exceed twenty-five percent (25%) of the total award amount under this Agreement. A second advance payment of up to an additional ten percent (10%) of the total award amount may be requested upon demonstration that the initial advance will be fully expended within thirty (30) calendar days of receipt.

All advance payment requests shall:

i. Be submitted on a form approved by the ORS 190 ENTITY;
ii. Include written authorization from the Authorized Representative or designee; and
iii. Include sufficient documentation describing the intended use of funds and demonstrating that such use is allowable, reasonable, allocable, and consistent with Exhibit A (Scope of Work), Exhibit B (Budget), and Exhibit D (the OHCS Grant).

Advance payments, if approved, shall be made only as close as administratively feasible to the time of actual expenditure and only in amounts necessary to cover allowable costs permitted under this Agreement.

Any portion of an advance payment not expended within ninety (90) calendar days of receipt shall be returned to the ORS 190 ENTITY unless an alternative use is approved in writing by the ORS 190 ENTITY. Failure to timely expend or return advance funds may result in withholding of future payments or other remedies available under this Agreement.

The ORS 190 ENTITY may request additional documentation or clarification as reasonably necessary to evaluate a reimbursement request. Failure to submit complete and accurate documentation may result in delayed, reduced, or withheld payment

Delays in funding caused by incomplete documentation or improper submission are the responsibility of the SUBGRANTEE. It is the responsibility of SUBGRANTEE to monitor reimbursement status and promptly address any deficiencies identified by the ORS 190 ENTITY.

All requests for reimbursement and questions related to fiscal matters, HMIS data entry, or reporting requirements shall be directed to the ORS 190 ENTITY's Authorized Representative or designee.

8. Consideration; Spending Expectations

a. Administrative Costs

Allowable administrative costs shall not exceed fifteen percent (10%) of total expenditures under this Agreement, unless a lower administrative cap is specified in Exhibit B (Budget) and approved in writing by the ORS 190 ENTITY, consistent with the requirements of the OHCS Grant.

b. Return of Unexpended Funds

Upon expiration or termination of this Agreement, SUBGRANTEE shall return any unexpended Grant Funds to the ORS 190 ENTITY within ten (10) calendar days, unless otherwise directed in writing.

c. Use of Funds

Grant Funds shall be used solely for activities described in Exhibit A (Scope of Work) and Exhibit B (Budget). Any proposed use of funds that differs from the approved Scope of Work or Budget must receive prior written approval from the ORS 190 ENTITY or its designee.

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Use of Grant Funds for any purpose not approved in writing is prohibited.

d. ORS 190 ENTITY Administrative Retention

Pursuant to the terms of the OHCS Grant Agreement, the ORS 190 ENTITY may retain up to five percent (5%) of the total Grant Funds awarded under this Agreement for administrative and oversight costs, including but not limited to fiscal management, contract monitoring, compliance review, reporting, technical assistance and other grant administration activities.

The SUBGRANTEE acknowledges that the total amount available for expenditure under this Agreement reflects this administrative retention. The five percent (5%) administrative retention is separate from and does not count toward the SUBGRANTEE's allowable administrative cost limitation under subsection (a) above.

9. Grant Funds; Indemnification

SUBGRANTEE shall be solely responsible for compliance with all conditions applicable to Grant Funds and for the acts and omissions of its officers, employees, agents, and subcontractors in connection with the administration and expenditure of such funds.

If SUBGRANTEE's noncompliance, breach, or improper use of Grant Funds results in a requirement that the ORS 190 ENTITY repay funds to OHCS, SUBGRANTEE shall reimburse the ORS 190 ENTITY for the amount attributable to such noncompliance, including any disallowed costs, repayment obligations, or related damages assessed by OHCS.

To the extent permitted by applicable law, SUBGRANTEE shall defend, indemnify, save and hold harmless the State of Oregon, the ORS 190 ENTITY, the Alliance, and their respective officers, employees, and agents from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to the acts or omissions of SUBGRANTEE or its officers, employees, agents, subcontractors, or subgrantees in the performance of activities under this Agreement, including without limitation the failure to comply with this Agreement.

SUBGRANTEE's obligations under this Section are subject to the limitations of ORS Chapter 180 and any other applicable statutory or constitutional limitations on indemnification. Nothing in this Agreement shall be construed to require SUBGRANTEE to indemnify the Alliance, the ORS 190 ENTITY, or the State of Oregon for the negligence or willful misconduct of the Alliance, the ORS 190 ENTITY, or the State of Oregon.

10. Unallowable Costs

If SUBGRANTEE receives or expends Grant Funds for any costs that are unallowable, improperly documented, outside the Performance Period, inconsistent with the approved Scope of Work or Budget, or otherwise noncompliant with this Agreement, the ORS 190 ENTITY may:

i. Disallow such costs;
ii. Withhold reimbursement;
iii. Require repayment of disbursed funds; and
iv. Exercise any other remedies available under this Agreement or applicable law.

The ORS 190 ENTITY's determination of allowability shall be made in good faith and consistent with applicable requirements under this Agreement.

Costs may be disallowed as a result of review of reimbursement requests, monitoring activities, audit findings, site visits, investigation, or other compliance action conducted by the ORS 190 ENTITY, OHCS, or any authorized governmental oversight body.

If any cost is disallowed after reimbursement has been made, SUBGRANTEE shall repay the full amount of the disallowed cost to the ORS 190 ENTITY upon written notice, within thirty (30) calendar days of the date of notice or within such shorter timeframe as may be required to comply with repayment obligations to OHCS.

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SUBGRANTEE shall cooperate fully with the ORS 190 ENTITY, OHCS, and any authorized investigative or oversight entity and shall assist in recovering any Grant Funds subject to repayment under this Agreement.

Nothing in this Section limits the ORS 190 ENTITY's right to exercise any other remedies available under this Agreement or applicable law.

12. Reporting

SUBGRANTEE shall prepare and submit all financial, programmatic, and performance reports required by the ORS 190 ENTITY or OHCS in the form, manner, and frequency prescribed by the ORS 190 ENTITY or OHCS, as applicable, and consistent with the requirements of this Agreement .

Without limitation of the foregoing, SUBGRANTEE shall submit required monthly, quarterly, and annual reports to the ORS 190 ENTITY as described and by the deadlines set forth in the table below and in the format prescribed by the ORS 190 ENTITY.

Reporting Period	Report Type	Due Date
Contract Execution – March 31, 2026	Monthly	April 10, 2026
April 1, 2026 – April 30, 2026	Monthly	May 10, 2026
May 1, 2026 – May 31, 2026	Monthly	June 10, 2026
June 1, 2026 – June 30, 2026	Monthly, Quarterly, Annual	July 10, 2026
July 1, 2026 – July 31, 2026	Monthly	August 10, 2026
August 1, 2026 – August 31, 2026	Monthly	September 10, 2026
September 1, 2026 – September 30, 2026	Monthly, Quarterly	October 10, 2026
October 1, 2026 – October 31, 2026	Monthly	November 10, 2026
November 1, 2026 – November 30, 2026	Monthly	December 10, 2026
December 1, 2026 – December 31, 2026	Monthly, Quarterly	January 10, 2027
January 1, 2027 – January 31, 2027	Monthly	February 10, 2027
February 1, 2027 – February 28, 2027	Monthly	March 10, 2027
March 1, 2027 – March 31, 2027	Monthly, Quarterly	April 10, 2027
April 1, 2027 – April 30, 2027	Monthly	May 10, 2027
May 1, 2027 – May 31, 2027	Monthly	June 10, 2027
June 1, 2027 – June 30, 2027	Monthly, Quarterly, Annual	July 10, 2027

SUBGRANTEE shall enter and maintain accurate, complete, and timely client-level data in HMIS or an OHCS-approved HMIS-comparable system, consistent with applicable data standards and reporting requirements. SUBGRANTEE shall cooperate in monthly data validation processes and ensure corrections are made within required timeframes.

SUBGRANTEE grants OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. SUBGRANTEE agrees to use client release forms and privacy policy forms as prescribed by OHCS or the ORS 190 ENTITY in connection with obtaining and transmitting client data in connection with this Agreement.

SUBGRANTEE shall comply with all fiscal reporting requirements, including submission of reimbursement requests and supporting documentation within timelines established by the ORS 190 ENTITY and consistent with OHCS reporting requirements.

SUBGRANTEE acknowledges that OHCS may require additional reports or information as necessary to evaluate program utilization, performance, and compliance. SUBGRANTEE shall cooperate fully with any such requests.

SUBGRANTEE shall comply with all requirements relating to the use of OHCS-approved online systems, including but not limited to HMIS and any fiscal management systems designated by OHCS or the ORS 190 ENTITY (collectively, the "Sites"). SUBGRANTEE understands and agrees that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to implied warranties of

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merchantability, fitness for a particular purpose, or non-infringement. OHCS and the ORS 190 ENTITY do NOT warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the user's risk. SUBGRANTEE hereby accepts the risk of its use of the Sites.

13. Monitoring

a. Monitoring Authority.

The ORS 190 ENTITY shall monitor the activities of SUBGRANTEE and any subcontractors or vendors as necessary to ensure compliance with this Agreement and proper use of Grant Funds for authorized purposes.

Monitoring may include, but is not limited to:

i. Reviewing, copying, and evaluating financial, programmatic, and administrative records related to performance under this Agreement;
ii. Conducting or arranging financial, programmatic, compliance, or performance audits;
iii. Conducting on-site, virtual, or field monitoring visits;
iv. Reviewing financial and program reports and supporting documentation prior to reimbursement approval; and
v. Providing technical assistance or requiring corrective or enforcement actions as necessary to ensure compliance.

Monitoring activities may be conducted in person, remotely, or by other reasonable means. SUBGRANTEE shall provide access to all relevant records, systems, and personnel necessary to conduct monitoring, subject to applicable confidentiality protections.

SUBGRANTEE shall require its subcontractors and vendors to comply with these monitoring requirements.

OHCS may conduct monitoring activities consistent with its oversight authority under the OHCS Grant.

The ORS 190 ENTITY reserves the right to request assistance with monitoring from appropriate oversight entities, including the Oregon Secretary of State, the Oregon Attorney General, or other authorized governmental bodies.

b. Records Retention.

SUBGRANTEE shall retain all financial records, supporting documentation, statistical records, and other records pertinent to this Agreement for a minimum of six (6) years following the expiration or termination of this Agreement, or longer if required by applicable law, audit resolution, or written notice from the ORS 190 ENTITY.

For purposes of this Agreement, all financial records, books, documents, papers, plans, data, reports, records of payments and expenditures, and other writings of SUBGRANTEE, whether in paper, electronic, or other form, that relate to performance under this Agreement are collectively referred to as "Records."

SUBGRANTEE shall retain and keep accessible all Records for a minimum of six (6) years following expiration or termination of this Agreement, or for such longer period as may be required by applicable law, or until the conclusion of any audit, review, investigation, controversy, or litigation arising out of or related to this Agreement, whichever occurs last. Such access shall extend to records maintained by SUBGRANTEE's officers, employees, agents, subcontractors, and vendors to the extent such records relate to this Agreement.

Access may be exercised during the term of this Agreement and for the applicable records retention period thereafter.

Subject to the foregoing retention requirements, SUBGRANTEE shall maintain Records in accordance with applicable state and federal law, including the records retention schedules set forth in OAR Chapter 166, and in a manner sufficient to clearly document compliance with the terms of this Agreement and the use of Grant Funds.

c. Cooperation and Special Conditions.

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SUBGRANTEE shall fully and timely cooperate with all monitoring and compliance activities.

If deficiencies are identified, the ORS 190 ENTITY may impose special conditions, including but not limited to increased reporting, reimbursement-only payment status, suspension of advance payments, required technical assistance participation, or other corrective measures reasonably designed to ensure compliance.

Failure to cooperate with monitoring or to implement corrective actions may be deemed a material breach of this Agreement.

d. Findings and Corrective Actions.

The ORS 190 ENTITY may communicate monitoring findings to SUBGRANTEE in writing, in its sole discretion.

SUBGRANTEE shall complete all required corrective actions within the timeframes specified and provide documentation demonstrating resolution.

e. Ongoing Review and Tracking.

The ORS 190 ENTITY may track findings and corrective actions, including deadlines and resolution status. SUBGRANTEE shall resolve all findings within established timeframes and provide documentation of resolution upon request.

14. Audits

The ORS 190 ENTITY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to, and the right to inspect, review, and copy, any books, documents, papers, audits, and records of SUBGRANTEE that relate to performance under this Agreement, for purposes including but not limited to audit, examination, monitoring, and compliance review.

Upon three (3) business days' written notice, the ORS 190 ENTITY may take possession of copies of such Records as reasonably necessary to carry out its oversight responsibilities. SUBGRANTEE may retain copies of all Records provided or copied under this Section.

SUBGRANTEE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. SUBGRANTEE shall also maintain all other Records in a manner sufficient to clearly document performance, compliance with the terms of this Agreement, and proper use of Grant Funds.

15. Compliance

SUBGRANTEE shall comply with all Program Requirements applicable to the Oregon Rehousing Initiative funded under the OHCS Grant.

For purposes of this Agreement, "Program Requirements" include, but are not limited to:

a. The terms and conditions of the OHCS Grant;
b. All applicable federal, state, and local statutes, regulations, rules, executive orders, and ordinances;
c. Applicable OHCS guidance, policy directives, and reporting requirements;
d. Coordinated Entry requirements and Housing-Focused service standards; and
e. Any amendments, modifications, or updates to the foregoing issued during the term of this Agreement.

SUBGRANTEE shall perform all obligations under this Agreement efficiently, effectively, and within applicable timelines established by ORS 190 ENTITY or OHCS.

SUBGRANTEE shall cooperate fully with monitoring, review, audit, and compliance activities conducted by ORS 190 ENTITY or OHCS and shall promptly address any identified deficiencies.

Failure to comply with Program Requirements may be considered a material breach of this Agreement.

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16. Client Confidentiality and Data Protection

SUBGRANTEE shall protect the confidentiality of all information concerning applicants for and recipients of services funded under this Agreement, including personally identifiable information ("PII"), in accordance with applicable federal and state law, including but not limited to the confidentiality provisions governing homeless management information systems ("HMIS"), the Violence Against Women Act where applicable, and Oregon public records and privacy laws.

SUBGRANTEE shall not disclose client information except:

a. As necessary for the administration of the program funded under this Agreement;
b. As required for reporting to the ORS 190 ENTITY or OHCS through approved data systems;
c. As authorized in writing by the client; or
d. As otherwise required by law.

SUBGRANTEE shall enter required client-level and program data into HMIS or an HMIS-comparable system approved by OHCS, consistent with the requirements of the OHCS Grant and applicable data standards.

SUBGRANTEE shall implement appropriate administrative, physical, and technical safeguards to protect client information from unauthorized access, disclosure, alteration, or destruction. Such safeguards shall include secure storage of records, restricted system access, staff training, and secure transmission protocols.

SUBGRANTEE shall require and ensure that all officers, employees, agents, subcontractors, and vendors comply with these confidentiality and data protection requirements.

The ORS 190 ENTITY shall have the right to review SUBGRANTEE records and practices for purposes of monitoring compliance with confidentiality requirements, provided that any review of client-level information shall be conducted in a manner consistent with applicable privacy protections.

17. Culturally Diverse and Appropriate Services; Nondiscrimination

The ORS 190 ENTITY and SUBGRANTEE are committed to delivering services in a manner that promotes equity, reduces disparities in housing outcomes, and ensures equal access to rehousing services.

SUBGRANTEE shall provide services in compliance with all applicable federal, state, and local civil rights laws, including but not limited to the Fair Housing Act and ORS Chapter 659A. SUBGRANTEE shall not discriminate in the provision of services on the basis of race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity, marital status, age, disability, familial status, source of income, immigration or citizenship status, or any other protected characteristic under applicable law.

SUBGRANTEE shall not discriminate against minority-owned, women-owned, or emerging small businesses in the procurement of goods or services funded under this Agreement.

Pursuant to Article I, Section 5 of the Oregon Constitution, SUBGRANTEE shall not use Grant Funds to support or engage in explicitly religious activities, including but not limited to worship, religious instruction, or proselytizing. SUBGRANTEE may engage in explicitly religious activities; however, such activities must be clearly separate in time or location from activities funded under this Agreement. SUBGRANTEE shall not require or coerce any participant to engage in religious activities, and no reimbursement shall be requested or provided for time or costs associated with such activities.

SUBGRANTEE shall ensure that services are culturally responsive, linguistically accessible, developmentally appropriate, and trauma-informed. SUBGRANTEE shall respect client privacy and confidentiality consistent with applicable law.

The ORS 190 ENTITY reserves the right to review, monitor, and evaluate SUBGRANTEE's compliance with equity, access, and nondiscrimination requirements under this Agreement and may require corrective action if deficiencies are identified.

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18. Collaboration Responsibilities

SUBGRANTEE shall actively participate in the regional Continuum of Care ("CoC") system, including attendance at CoC Collaborative Committee meetings, Coordinated Entry meetings, case conferencing sessions, and other regional planning or coordination meetings as reasonably requested by ORS 190 ENTITY.

SUBGRANTEE shall participate in and comply with the CoC's Coordinated Entry System and adhere to all applicable Coordinated Entry Policies and Procedures in effect during the term of this Agreement.

SUBGRANTEE shall cooperate with monitoring, data validation, performance review, and technical assistance activities conducted by ORS 190 ENTITY or OHCS in connection with the OHCS Grant.

SUBGRANTEE shall actively coordinate services and supports necessary to assist individuals and families in exiting homelessness and shall make reasonable efforts to reduce barriers to re-housing within the community.

19. Conflict of Interest

SUBGRANTEE shall maintain a written conflict of interest policy consistent with ORS Chapter 244 and any other applicable federal or state conflict of interest requirements. The policy shall establish procedures for identifying, disclosing, and addressing actual or potential conflicts of interest related to activities performed under this Agreement.

SUBGRANTEE shall provide a current copy of its conflict of interest policy to the ORS 190 ENTITY upon execution of this Agreement. If the policy is revised during the term of this Agreement, SUBGRANTEE shall provide an updated copy to the ORS 190 ENTITY within ten (10) calendar days of adoption.

Any actual or potential conflict of interest involving SUBGRANTEE, its officers, employees, agents, or subcontractors that relates to the administration of Grant Funds or performance under this Agreement shall be disclosed in writing to the ORS 190 ENTITY's Authorized Representative or designee in a timely manner.

SUBGRANTEE shall take appropriate corrective action, subject to review by the ORS 190 ENTITY, to resolve or mitigate any disclosed conflict.

Failure to maintain a compliant conflict of interest policy, failure to provide a copy upon request, or failure to disclose or appropriately address a conflict of interest may be considered a material breach of this Agreement.

20. Grievance Policy

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

21. Insurance and Workers' Compensation

SUBGRANTEE shall obtain and maintain, at its own expense, all insurance coverage required under this Agreement as set forth in Exhibit C (Insurance Requirements). Required coverage shall be maintained for the duration of this Agreement and for any applicable extended reporting periods required by policy or law.

SUBGRANTEE shall maintain workers' compensation insurance in compliance with applicable Oregon law for all employees engaged in activities under this Agreement.

If SUBGRANTEE provides direct client services under this Agreement, including but not limited to housing placement, case management, or other in-person services, SUBGRANTEE shall maintain all required professional liability and general liability coverage as specified in Exhibit C and shall provide certificates of insurance and endorsements satisfactory to the ORS 190 ENTITY upon request.

If activities funded under this Agreement involve facility-based operations, congregate settings, or direct supervision of clients, SUBGRANTEE shall maintain any additional coverage required under Exhibit C, including but not limited to Physical Abuse and Sexual Molestation coverage where applicable, prior to commencing such activities.

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Failure to maintain required insurance coverage or to provide satisfactory evidence of coverage may result in suspension of activities, withholding of funds, or other remedies available under this Agreement.

22. Subgrantee Status

SUBGRANTEE shall perform all activities under this Agreement as an independent contractor and not as an officer, employee, or agent of the ORS 190 ENTITY or the State of Oregon. Nothing in this Agreement is intended to create an employer–employee relationship, partnership, or joint venture between the Parties.

SUBGRANTEE shall be solely responsible for all compensation, benefits, insurance coverage, and other obligations related to its officers, employees, agents, and subcontractors engaged in activities under this Agreement, including but not limited to workers' compensation and any other required insurance.

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

a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal or state department or agency;
b. Has, within the three (3) years preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of 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 with commission of any of the offenses described above;
d. Has, within the three (3) years preceding the effective date of this Agreement, had one or more public transactions terminated for cause or default; or
e. Is listed on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control.

SUBGRANTEE shall promptly notify the ORS 190 ENTITY in writing if any certification made in this Section becomes inaccurate during the term of this Agreement.

23. Oregon False Claims Act

SUBGRANTEE acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct related to this Agreement that constitutes a "claim" as defined in ORS 180.750.

By executing this Agreement, SUBGRANTEE certifies that, to the best of its knowledge and belief, all statements, representations, certifications, reimbursement requests, reports, and other claims made or to be made in connection with this Agreement are true, complete, and accurate.

SUBGRANTEE acknowledges that if it makes, or causes to be made, a false claim or engages in conduct prohibited under the Oregon False Claims Act, the Oregon Attorney General may pursue all remedies and penalties authorized by law, in addition to any remedies available under this Agreement.

a. Representations and Warranties.

SUBGRANTEE represents and warrants that its performance under this Agreement, including submission of invoices, reimbursement requests, reports, certifications, and other deliverables, shall not knowingly constitute a False Claims Act Violation.

For purposes of this Section, a "False Claims Act Violation" means a false claim as defined in ORS 180.750 or conduct prohibited under ORS 180.755.

b. Duty to Report.

SUBGRANTEE shall promptly report in writing to the ORS 190 ENTITY any credible evidence that a principal, employee, agent, subcontractor, or other person has made a false claim, engaged in conduct prohibited under the Oregon False

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Claims Act, or committed fraud, bribery, gratuities violations, conflicts of interest violations, or similar misconduct related to this Agreement or Grant Funds.

c. Nonexclusive Remedies.

Any remedies available under the Oregon False Claims Act are cumulative and do not limit any other rights or remedies available to the State of Oregon, OHCS, or the ORS 190 ENTITY under this Agreement or applicable law.

24. Remedies

a. Available Remedies.

If the ORS 190 ENTITY determines that SUBGRANTEE has failed to timely or adequately comply with any material obligation under this Agreement, including any directive issued by the ORS 190 ENTITY or any term of a corrective action plan, the ORS 190 ENTITY may, in its reasonable judgment, exercise any remedy available under this Agreement or applicable law.

Available remedies include, but are not limited to:

i. Termination of this Agreement, in whole or in part;
ii. Withholding, reducing, or reallocating Grant Funds;
iii. Disallowance of costs;
iv. Suspension or recoupment of payments;
v. Appointment of a receiver for the receipt and administration of Grant Funds;
vi. Requiring corrective action or imposing special conditions;
vii. Initiating legal action to enforce this Agreement or recover damages, including but not limited to injunctive relief or specific performance;
viii. Limiting or restricting SUBGRANTEE's eligibility for future funding from the ORS 190 ENTITY;
ix. Referral for criminal or civil investigation in cases involving misrepresentation or fraud; and
x. Requesting investigation, audit, or sanction by other governmental authorities.

b. Nonexclusive Remedies.

The rights and remedies of the ORS 190 ENTITY under this Agreement are cumulative and not exclusive and are in addition to any other rights or remedies available under this Agreement, at law, or in equity.

SUBGRANTEE acknowledges that any remedies available to SUBGRANTEE under this Agreement or applicable law are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of this Agreement.

c. No Waiver.

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

d. Survival.

All rights and remedies provided under this Agreement or applicable law shall survive expiration or termination of this Agreement.

25. Termination

a. Termination for Cause by ORS 190 ENTITY.

The ORS 190 ENTITY may terminate this Agreement, in whole or in part, upon written notice to SUBGRANTEE for cause related to any material breach, material misrepresentation, malfeasance, gross negligence, abandonment of performance, loss of required authority or licensure, or failure to comply with material obligations under this Agreement.

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b. Events of Default.

In addition to the grounds stated above, the ORS 190 ENTITY may terminate this Agreement upon thirty (30) days written notice, or immediately where necessary to protect public funds, if SUBGRANTEE commits an event of default.

Events of default include, but are not limited to, the following:

i. SUBGRANTEE fails to timely perform or comply with any material obligation under this Agreement.
ii. SUBGRANTEE fails to comply with directives issued by the ORS 190 ENTITY or OHCS related to the OHCS Grant.
iii. Grant Funds are used improperly, unlawfully, or for purposes not authorized under this Agreement.
iv. Funding for the ORI program is denied, suspended, reduced, or eliminated.
v. Federal or state laws, regulations, or guidance are modified or interpreted in a manner that prohibits or materially limits the ORS 190 ENTITY's authority to reimburse or continue funding under this Agreement.
vi. Funding, appropriations, expenditure limitation, or authorization to expend Grant Funds is denied, suspended, reduced, or eliminated.
vii. Any certification, license, or authorization required for SUBGRANTEE to perform services under this Agreement is denied, revoked, suspended, limited, or not renewed.
viii. SUBGRANTEE becomes insolvent, files for bankruptcy, makes a general assignment for the benefit of creditors, consents to the appointment of a receiver or trustee, or is subject to a similar proceeding.
ix. SUBGRANTEE, or its principals, officers, or agents, are suspended, debarred, declared ineligible, or otherwise excluded from participation in federal or state funded programs, including programs administered by OHCS.

c. Termination by Subgrantee.

SUBGRANTEE may terminate this Agreement upon thirty (30) days written notice if:

i. The ORS 190 ENTITY materially fails to provide funding due under this Agreement and does not cure such failure within the thirty-day notice period.
ii. The ORS 190 ENTITY issues material directives that conflict with applicable law or the governing requirements of the OHCS Grant and fails to correct such directive within thirty (30) days after written notice.

d. Termination for Convenience or Change in Law.

Either party may terminate this Agreement, in whole or in part, upon written notice if changes in law, regulation, funding authority, or governmental directive materially impair the ability of either party to perform its obligations.

e. Effect of Termination.

Upon issuance of a notice of termination and prior to the effective date of termination, the ORS 190 ENTITY may require SUBGRANTEE to cease incurring additional obligations and to obtain prior written approval before obligating any additional Grant Funds.

Upon termination, SUBGRANTEE shall:

i. Cease incurring new obligations under this Agreement;
ii. Take reasonable steps to minimize outstanding costs; and
iii. Return any unexpended or improperly expended Grant Funds as directed by the ORS 190 ENTITY.

Within sixty (60) days of the effective date of termination, SUBGRANTEE shall deliver all required financial records, program records, reports, data, and other materials generated or maintained under this Agreement.

f. Survival.

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Termination of this Agreement shall not impair or invalidate any rights, remedies, or liabilities accrued prior to termination, including the right to recapture funds or recover damages as permitted under this Agreement or applicable law.

26. No Third-Party Beneficiaries
Except as expressly provided otherwise in this Agreement, the ORS 190 ENTITY and SUBGRANTEE are the sole parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to, or shall be construed to, create any right, benefit, or cause of action in favor of any third party, whether directly or indirectly.

Notwithstanding the foregoing, OHCS shall have the right to enforce applicable requirements of the OHCS Grant against SUBGRANTEE.

27. Notices
Except as otherwise expressly provided in this Agreement, all notices and other communications between the Parties shall be in writing and may be delivered by personal delivery, email, or by mailing the same, postage prepaid, to the addresses or email addresses set forth in this Agreement, or to such other address or email address as a Party may designate by written notice in accordance with this Section.

Any notice of termination shall be provided by certified or registered mail, return receipt requested, or by another method that provides written confirmation of receipt.

Notices delivered by mail shall be deemed given five (5) calendar days after mailing. Notices delivered by personal delivery shall be deemed given when actually delivered. Notices delivered by email shall be deemed given on the date the email is sent, provided that no automated notice of delivery failure is received.

28. Governing Law; Venue; Consent to Jurisdiction
This Agreement shall be governed by and construed and enforced 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 Agreement 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.

29. Attorney Fees
In the event claim, action, suit, or proceeding of any kind is instituted on behalf of the ORS 190 ENTITY or SUBGRANTEE with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, 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.

30. Time is of the Essence
Time is of the essence in the performance of all obligations under this Agreement.

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

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

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33. Fixed Assets and Equipment
SUBGRANTEE shall maintain written policies and procedures governing the acquisition, management, use, and disposition of property and equipment purchased in whole or in part with Grant Funds. Such policies and procedures shall comply with applicable federal and state requirements, including 2 CFR Part 200, as applicable, and any other requirements incorporated into this Agreement.

a. Covered Property.

For purposes of this Agreement, fixed assets and equipment include tangible personal property with an acquisition cost of more than $5,000 per unit, including but not limited to computer equipment, electronic equipment, tools, and other high-risk or durable items purchased with Grant Funds.

b. Ownership and Use.

Title to equipment purchased in whole or in part with Grant Funds shall vest in SUBGRANTEE, subject to the restrictions set forth in this Agreement. Such equipment shall be used solely for authorized program purposes and shall not be pledged as collateral or otherwise encumbered without prior written approval from the ORS 190 ENTITY.

c. Insurance.

SUBGRANTEE shall maintain appropriate insurance coverage for all vehicles and equipment acquired in whole or in part with Grant Funds, as required by applicable law and this Agreement. Such coverage shall be sufficient to protect against loss, damage, or theft and shall be documented upon request by the ORS 190 ENTITY.

d. Loaned Equipment.

Any equipment or property owned by OHCS and loaned to SUBGRANTEE shall remain the property of OHCS. SUBGRANTEE shall maintain records identifying such loaned property and shall return or dispose of such property only as directed by the ORS 190 ENTITY and consistent with OHCS requirements.

e. Disposition of Equipment.

SUBGRANTEE shall obtain prior written approval from the ORS 190 ENTITY before disposing of any equipment purchased with Grant Funds that has an original acquisition cost of more than $5,000 and a current per-unit fair market value exceeding $5,000. Disposal shall be conducted in a manner consistent with applicable property management standards and any conditions imposed by the ORS 190 ENTITY.

Equipment with a current per-unit fair market value of $5,000 or less may be retained, sold, or otherwise disposed of upon written notice to the ORS 190 ENTITY, unless otherwise restricted by applicable law or program requirements. SUBGRANTEE shall maintain documentation of all dispositions and make such records available for review upon request.

34. Authorized Representatives
ORS 190 ENTITY's Authorized Representative is:

Misty Bolger
ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
PO BOX 4073
Salem, OR 97302
Misty.bolger@mwvhomelessalliance.org

SUBGRANTEE's Authorized Representative is:

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

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

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

36. Merger Clause
This Agreement, together with its exhibits and any other documents incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations, whether oral or written.

No waiver, consent, modification, or amendment of any term of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties and approved as required by the ORS 190 ENTITY. Any such waiver, consent, modification, or amendment shall be effective only for the specific instance and purpose for which it is made.

37. Certifications and Signatures of Subgrantee's authorized representative
SUBGRANTEE, by execution of this Agreement, acknowledges that it has read this Agreement, understands its terms and conditions, has the legal authority to enter into this Agreement, and agrees to be bound by its provisions.
The undersigned signatory on behalf of SUBGRANTEE certifies, under penalty of perjury, both individually and on behalf of SUBGRANTEE, that:

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

b. By signing this Agreement, the signatory certifies under penalty of perjury 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" include those administered by the Oregon Department of Revenue pursuant to ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, 403, and 305.620, and related provisions;

c. Neither SUBGRANTEE nor any of its principals, officers, employees, or agents is included on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control;

d. SUBGRANTEE is bound by, and agrees to comply with, all applicable federal, state, and local laws, regulations, and requirements applicable to this Agreement and shall require any subcontractors to do the same; and

e. SUBGRANTEE certifies that it maintains a formal nondiscrimination policy in employment and, to the best of the signatory's knowledge, has not discriminated against and will not discriminate against minority-owned, women-owned, or emerging small business enterprises certified under ORS 200.055 in the procurement of goods or services related to this Agreement.

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SIGNATURE PAGE

SIGNATURE OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature:_____ Date:_____

Print Name: Jeremy Gordon_____ Title: President_____

Address: PO BOX 4073, Salem, OR 97302

Phone: _____ Email: chair@mwvhomelessalliance.org

Mid-Willamette Valley Community Action Agency:

Authorized Signature:_____ Date:_____

Print Name: Jimmy Jones_____ Title: Executive Director_____

Address: 2475 Center St NE, Salem OR 97301

Phone: _____ Email: jimmy.jones@mwvcaa.org

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EXHIBIT A

Scope of Work

1. Purpose

The purpose of this Agreement is to support implementation of the Oregon Rehousing Initiative (ORI) within the Mid-Willamette Valley region in alignment with the OHCS Grant.

SUBGRANTEE shall carry out housing-focused activities designed to reduce unsheltered homelessness, increase access to permanent housing, and promote long-term housing stability.

All activities performed under this Agreement must be consistent with the objectives, requirements, and allowable uses of funds established under the terms of this Agreement.

2. Service Area and Target Population

SUBGRANTEE shall provide services within Marion and/or Polk County, Oregon.

Eligible participants must meet homelessness eligibility criteria consistent with ORI requirements and applicable Coordinated Entry standards.

SUBGRANTEE shall not impose additional screening barriers inconsistent with ORI requirements, including blanket exclusions based on citizenship, behavioral health status, disability, or income thresholds not required by ORI.

3. Required Activities

SUBGRANTEE shall implement one or more of the following eligible ORI program components as reflected in Exhibit B (Budget):

a. Street Outreach

Engagement with individuals and households experiencing unsheltered homelessness to facilitate connection to housing resources and services.

b. Rapid Rehousing

Provision of short- to medium-term rental assistance, housing stabilization services, and supportive case management necessary to support transition into permanent housing.

c. Unit Access and Landlord Engagement

Activities that increase access to housing units, including landlord recruitment, relationship development, incentives, risk mitigation strategies, and other housing access supports permitted under ORI.

d. Financial Assistance

Provision of eligible financial supports, which may include rental assistance, move-in costs, application fees, security deposits, utility deposits, arrears necessary to secure housing, and other allowable costs consistent with the OHCS Grant.

e. Data Collection and Reporting

Participation in HMIS or an approved comparable database for victim service providers. All required data elements must be entered in accordance with ORI reporting timelines and requirements.

4. Performance Expectations

SUBGRANTEE shall actively contribute to achievement of regional ORI performance obligations under the OHCS Grant.

During the Performance Period, SUBGRANTEE shall:

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a. Continued Housing Stability

Continue to provide housing assistance and stabilization services to approximately **40 households** currently enrolled in ORI-supported housing interventions in order to promote ongoing housing stability and prevent returns to homelessness.

SUBGRANTEE shall prioritize rapid placement into permanent housing and work to minimize the length of time between enrollment and housing placement.

Performance expectations shall be evaluated in consideration of funding levels, documented program capacity, participant eligibility, housing market conditions, and compliance with the OHCS Grant.

If SUBGRANTEE's performance materially falls below the minimum rehousing requirement or otherwise jeopardizes regional performance obligations, SUBGRANTEE shall cooperate in developing and implementing a corrective action plan as directed by the ORS 190 ENTITY.

5. Reporting and Documentation
SUBGRANTEE shall:

a. Enter complete and accurate client-level data into HMIS or approved comparable database in accordance with required timelines;

b. Submit required monthly, quarterly, and annual reports in the format prescribed by the ORS 190 ENTITY;

c. Provide documentation sufficient to demonstrate allowability, reasonableness, and allocability of expenditures;

d. Maintain records necessary to support reimbursement requests, monitoring activities, and audits.

Failure to submit required documentation or reports in a timely and complete manner may result in delayed or withheld reimbursement.

6. Collaboration and Regional Coordination
SUBGRANTEE shall coordinate with:

a. The Mid-Willamette Valley Continuum of Care;

b. Coordinated Entry partners;

c. Local service providers;

d. Landlords and housing partners;

e. Culturally responsive community organizations.

SUBGRANTEE shall participate in regional coordination meetings, data review processes, and planning activities as reasonably requested by the ORS 190 ENTITY.

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EXHIBIT B

Budget

Mid-Willamette Valley COMMUNITY ACTION

Personnel								
Quantity (FTE)	***Type***	***Hourly Rate***	***Term Hours***	***Wage***	***Fringe***	***Bilingual Differential***	***Paysacle Differential***	***Total Cost***
1	Program Manager	$ 32.33	1040	$ 33,623.20	$ 11,768.12			$ 45,391.32
2	Case Manager	$ 23.00	2080	$ 47,840.00	$ 16,744.00	$ -		$ 129,168.00
						Total Personnel Cost		**$ 174,559.32**
Client Services Rent and Utilities ***Item***								***Estimated Cost***
						Direct Client costs		$ 80,000.00
						40 Rent and Utilities for 12 Months		$ 643,000.00
						Total Client Services Cost		**$ 723,000.00**
Supplies and Operational Costs ***Item***								***Estimated Cost***
						Office Supplies and furniture (desks, chairs, stationary, etc)		$ 1,200.00
						Technology (computers, monitors, keyboard, mouse)		$ 1,000.00
						Employee Onboarding - $250 per employee (background, drug screening, language, skills assessment, language test etc.)		$ -
						Employee mileage		$ 5,000.00
						Staff training		$ 1,500.00
						Total Supply and Operational Cost		**$ 8,700.00**
						Administration (10%) - Insurance, HR, IT, Finance		**$ 90,625.93**
						Administration to COC 5%		**$ 45,312.97**
						Total Project Budget		**$ 1,042,198.22**

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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 Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, and any additional period 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 and any of its subcontractors, 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). 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 ORS 190 ENTITY. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this 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 Agreement by the SUBGRANTEE and SUBGRANTEE's 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

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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 thisAgreement 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 Agreement must include an additional

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insured endorsement specifying the ORS 190 ENTITY and the State of Oregon, and their 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 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 SUBGRANTEE or 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 Agreement, for a minimum of 24 months following the later of (i) SUBGRANTEE's completion and the ORS 190 ENTITY's acceptance of all activities required under this Agreement, or, (ii) the ORS 190 ENTITY or SUBGRANTEE's termination of this Agreement, or, (iii) the expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
SUBGRANTEE shall provide to the ORS 190 ENTITY Certificate(s) of Insurance for all required insurance before performing any activities required under this Agreement. The Certificate(s) shall list the ORS 190 ENTITY and the State of Oregon, and their 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 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 Agreement.

NOTICE OF CHANGE OR CANCELLATION:
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.

ORS 190 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.

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EXHIBIT D

OHCS Grant No. 9232

http://mwvhomelessalliance.org/wp-content/uploads/2026/02/9232_GR_ORI_MWVHA_Executed.pdf

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EXHIBIT E

ORI Program Guidance

https://www.oregon.gov/ohcs/homelessness-response/Documents/oregon-rehousing-initiative-program-guidance.pdf

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Grant Agreement
Oregon Rehousing Initiative ("ORI") Services

Agreement No. 2026-09

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance (the "ORS 190 ENTITY")
and
Sable House ("SUBGRANTEE"),
each individually a "Party", and collectively the "Parties".

RECITALS

A. This Subgrant Agreement (this "Agreement") is funded through the Oregon Housing and Community Services Department ("OHCS") under ORI Grant No. 9232 (PO-91400-00055966) (the "OHCS Grant"), authorized pursuant to ORS 190.110, ORS 456.561, ORS 456.625(17), ORS 458.392, Executive Order 25-01, and House Bill 5011 (2025), and made and entered into between OHCS and Mid-Willamette Valley Homeless Alliance (the "Alliance").

B. The ORS 190 ENTITY is acting as the agent of the Alliance in connection with the OHCS Grant and this Agreement, including specifically with respect to the administration of funds under the OHCS Grant.

C. The purpose of this Agreement is to provide funding for rehousing and supportive services to eligible households in accordance with the terms and conditions of OHCS Grant and all applicable federal and state laws.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms and conditions herein, the Parties agree as follows:

1. Incorporation of Agreement Documents
This Agreement consists of this document, including the recitals above, which are incorporated by reference and made part of this Agreement, and the following exhibits, which are incorporated by reference and made part of this Agreement:

a. Exhibit A – Scope of Work
b. Exhibit B – Budget
c. Exhibit C – Insurance Requirements
d. Exhibit D – OHCS Grant No. 9232 (PO-91400-00055966), as applicable to SUBGRANTEE
e. Exhibit E – Oregon Rehousing Initiative (ORI) Program Guidance

SUBGRANTEE acknowledges that this Agreement is funded through the OHCS Grant and agrees to comply with all applicable terms and conditions contained in the OHCS Grant, including but not limited to performance requirements, reporting requirements, confidentiality provisions, insurance requirements, and monitoring provisions, as applicable to SUBGRANTEE's activities.

In the event of any conflict between this Agreement and the OHCS Grant, the terms of the OHCS Grant shall control.

2. Term
Unless terminated or extended in accordance with its terms, this Agreement shall be effective upon full execution by the Parties and shall remain in effect through June 30, 2027.

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The allowable expenditure period for Grant Funds (as defined in Section 4(c) below) under this Agreement shall be July 1, 2025, through June 30, 2027, consistent with the Performance Period established under the OHCS Grant.

No costs incurred prior to July 1, 2025, shall be eligible for reimbursement under this Agreement unless expressly authorized in writing by the ORS 190 ENTITY and allowable under OHCS Grant.

The expiration or termination of this Agreement shall not terminate or prejudice any rights, remedies, obligations, or liabilities that have accrued prior to such expiration or termination.

3. Amendments

This Agreement may be amended only by a written instrument executed by authorized representatives of the Parties. No amendment shall be effective unless it is in writing and signed by both Parties.

Any changes to the Scope of Work (Exhibit A) or Budget (Exhibit B) proposed by SUBGRANTEE shall require the prior written approval of the ORS 190 ENTITY, which the ORS 190 ENTITY may withhold or condition in its sole discretion. Such approval must be obtained before commencement of the requested changes and shall be subject to consistency with the terms and conditions of the OHCS Grant and applicable OHCS ORI Program Guidance.

Approval of an amendment by the ORS 190 ENTITY shall not be deemed to waive any requirement of this Agreement or any obligation of SUBGRANTEE to comply with applicable law or OHCS requirements.

4. Background and Definitions

a. Background

ORI is a state-funded program designed to provide rehousing and supportive services to eligible households experiencing homelessness. The program is authorized pursuant to ORS 190.110, ORS 456.561, ORS 456.625(17), ORS 458.392, Executive Order 25-01, and House Bill 5011 (2025).

The purpose of this Agreement is to support the provision of housing-focused services intended to reduce homelessness and increase housing stability within the Marion-Polk region during the Performance Period of July 1, 2025, through June 30, 2027.

b. Program Objectives

Activities under this Agreement are intended to:

i. Increase housing stability by supporting eligible households in obtaining and maintaining permanent housing;
ii. Reduce the length of time households experience homelessness;
iii. Ensure that at least 80% of households exiting to permanent housing do not return to homelessness within six months of program exit; and
iv. Conduct all services in a Housing-Focused, low-barrier manner consistent with ORI requirements.

c. Definitions

For purposes of this Agreement:

"Housing-Focused" means activities that lower barriers to housing and do not exclude participants on the basis of behavioral, psychological, physiological, citizenship, immigration status, or economic preconditions, except as necessary to ensure health and safety.

"Performance Period" means July 1, 2025, through June 30, 2027.

"Eligible Household" means a household that meets eligibility criteria authorized under the OHCS Grant at the time of enrollment.

"Grant Funds" means funds provided under the OHCS Grant and disbursed to SUBGRANTEE under this Agreement.

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"Days" means calendar days.

5. Work to be Performed
SUBGRANTEE shall perform all activities described in Exhibit A (Scope of Work) and Exhibit B (Budget) in accordance with the terms and conditions of this Agreement, including without limitation Exhibit D (the OHCS Grant) and Exhibit E (OHCS ORI Program Guidance) and all applicable federal, state, and local laws.

SUBGRANTEE shall perform its obligations efficiently, effectively, and within all applicable timelines established under this Agreement and the governing OHCS Grant. All activities conducted under this Agreement must be Housing-Focused and designed to lower barriers for individuals and families experiencing homelessness.

Services must prioritize safety and risk management through individualized assessment rather than blanket exclusions.

SUBGRANTEE shall determine client eligibility consistent with the eligibility categories authorized under the OHCS Grant and shall maintain documentation sufficient to demonstrate compliance.

SUBGRANTEE shall comply with all performance measures established under this Agreement and the governing OHCS Grant, including but not limited to rehousing placement timelines, housing stability outcomes, and data reporting requirements.

6. Grant Disbursement Generally
The total maximum not-to-exceed amount of Grant Funds payable to SUBGRANTEE under this Agreement, inclusive of all allowable expenses, shall be **$ 550,572.00.**

ORS 190 ENTITY shall not disburse funds in excess of the not-to-exceed amount and shall not disburse any Grant Funds until this Agreement has been fully executed by both Parties.

All disbursements are subject to the following conditions:

a. Costs must be allowable, reasonable, and necessary for performance of the approved Scope of Work (Exhibit A);
b. Costs must be incurred during the applicable Performance Period;
c. Costs must be consistent with the approved Budget (Exhibit B);
d. Required documentation and reports must be submitted in a complete and timely manner; and
e. Funding must be available from OHCS under the OHCS Grant

Funding amounts specified in this Agreement do not constitute a guarantee that SUBGRANTEE will receive any or all such Grant Funds. Disbursement of Grant Funds is contingent upon SUBGRANTEE's compliance with all terms of this Agreement and the governing OHCS Grant.
ORS 190 ENTITY reserves the right to withhold, disallow, reduce, or recover funds in the event of noncompliance, ineligible expenditures, insufficient documentation, or failure to meet reporting or performance requirements.

Disbursement procedures for Grant Funds shall be governed by Section 7 of this Agreement.

7. Authorized Expenses and Payments
SUBGRANTEE shall submit reimbursement requests monthly, or as otherwise required by ORS 190 ENTITY, in a form acceptable to ORS 190 ENTITY and supported by sufficient documentation to demonstrate allowability and compliance with this Agreement, which may include but is not limited to payroll records, time records, invoices, contracts, receipts, and other financial records sufficient to demonstrate that expenditures are allowable, reasonable, allocable, and consistent with generally accepted accounting principles and applicable state and federal requirements.

Reimbursement is contingent upon:

a. Compliance with all reporting requirements;
b. Submission of complete and accurate documentation;
c. Availability of funds under the OHCS Grant; and
d. SUBGRANTEE's compliance with all terms of this Agreement.

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Final requests for reimbursement must be submitted by a deadline established in writing by the ORS 190 ENTITY following the close of the Performance Period. Requests submitted after that deadline may be denied in the sole discretion of the ORS 190 ENTITY.

Subject to the availability of funds and at the sole discretion of the ORS 190 ENTITY, SUBGRANTEE may request advance payment(s) to support timely implementation of rehousing activities authorized under this Agreement and consistent with the OHCS Grant.

SUBGRANTEE may request one advance payment not to exceed twenty-five percent (25%) of the total award amount under this Agreement. A second advance payment of up to an additional ten percent (10%) of the total award amount may be requested upon demonstration that the initial advance will be fully expended within thirty (30) calendar days of receipt.

All advance payment requests shall:

i. Be submitted on a form approved by the ORS 190 ENTITY;
ii. Include written authorization from the Authorized Representative or designee; and
iii. Include sufficient documentation describing the intended use of funds and demonstrating that such use is allowable, reasonable, allocable, and consistent with Exhibit A (Scope of Work), Exhibit B (Budget), and Exhibit D (the OHCS Grant).

Advance payments, if approved, shall be made only as close as administratively feasible to the time of actual expenditure and only in amounts necessary to cover allowable costs permitted under this Agreement.

Any portion of an advance payment not expended within ninety (90) calendar days of receipt shall be returned to the ORS 190 ENTITY unless an alternative use is approved in writing by the ORS 190 ENTITY. Failure to timely expend or return advance funds may result in withholding of future payments or other remedies available under this Agreement.

The ORS 190 ENTITY may request additional documentation or clarification as reasonably necessary to evaluate a reimbursement request. Failure to submit complete and accurate documentation may result in delayed, reduced, or withheld payment

Delays in funding caused by incomplete documentation or improper submission are the responsibility of the SUBGRANTEE. It is the responsibility of SUBGRANTEE to monitor reimbursement status and promptly address any deficiencies identified by the ORS 190 ENTITY.

All requests for reimbursement and questions related to fiscal matters, HMIS data entry, or reporting requirements shall be directed to the ORS 190 ENTITY's Authorized Representative or designee.

8. Consideration; Spending Expectations

a. Administrative Costs

Allowable administrative costs shall not exceed fifteen percent (10%) of total expenditures under this Agreement, unless a lower administrative cap is specified in Exhibit B (Budget) and approved in writing by the ORS 190 ENTITY, consistent with the requirements of the OHCS Grant.

b. Return of Unexpended Funds

Upon expiration or termination of this Agreement, SUBGRANTEE shall return any unexpended Grant Funds to the ORS 190 ENTITY within ten (10) calendar days, unless otherwise directed in writing.

c. Use of Funds

Grant Funds shall be used solely for activities described in Exhibit A (Scope of Work) and Exhibit B (Budget). Any proposed use of funds that differs from the approved Scope of Work or Budget must receive prior written approval from the ORS 190 ENTITY or its designee.

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Use of Grant Funds for any purpose not approved in writing is prohibited.

d. ORS 190 ENTITY Administrative Retention

Pursuant to the terms of the OHCS Grant Agreement, the ORS 190 ENTITY may retain up to five percent (5%) of the total Grant Funds awarded under this Agreement for administrative and oversight costs, including but not limited to fiscal management, contract monitoring, compliance review, reporting, technical assistance and other grant administration activities.

The SUBGRANTEE acknowledges that the total amount available for expenditure under this Agreement reflects this administrative retention. The five percent (5%) administrative retention is separate from and does not count toward the SUBGRANTEE's allowable administrative cost limitation under subsection (a) above.

9. Grant Funds; Indemnification

SUBGRANTEE shall be solely responsible for compliance with all conditions applicable to Grant Funds and for the acts and omissions of its officers, employees, agents, and subcontractors in connection with the administration and expenditure of such funds.

If SUBGRANTEE's noncompliance, breach, or improper use of Grant Funds results in a requirement that the ORS 190 ENTITY repay funds to OHCS, SUBGRANTEE shall reimburse the ORS 190 ENTITY for the amount attributable to such noncompliance, including any disallowed costs, repayment obligations, or related damages assessed by OHCS.

To the extent permitted by applicable law, SUBGRANTEE shall defend, indemnify, save and hold harmless the State of Oregon, the ORS 190 ENTITY, the Alliance, and their respective officers, employees, and agents from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to the acts or omissions of SUBGRANTEE or its officers, employees, agents, subcontractors, or subgrantees in the performance of activities under this Agreement, including without limitation the failure to comply with this Agreement.

SUBGRANTEE's obligations under this Section are subject to the limitations of ORS Chapter 180 and any other applicable statutory or constitutional limitations on indemnification. Nothing in this Agreement shall be construed to require SUBGRANTEE to indemnify the Alliance, the ORS 190 ENTITY, or the State of Oregon for the negligence or willful misconduct of the Alliance, the ORS 190 ENTITY, or the State of Oregon.

10. Unallowable Costs

If SUBGRANTEE receives or expends Grant Funds for any costs that are unallowable, improperly documented, outside the Performance Period, inconsistent with the approved Scope of Work or Budget, or otherwise noncompliant with this Agreement, the ORS 190 ENTITY may:

i. Disallow such costs;
ii. Withhold reimbursement;
iii. Require repayment of disbursed funds; and
iv. Exercise any other remedies available under this Agreement or applicable law.

The ORS 190 ENTITY's determination of allowability shall be made in good faith and consistent with applicable requirements under this Agreement.

Costs may be disallowed as a result of review of reimbursement requests, monitoring activities, audit findings, site visits, investigation, or other compliance action conducted by the ORS 190 ENTITY, OHCS, or any authorized governmental oversight body.

If any cost is disallowed after reimbursement has been made, SUBGRANTEE shall repay the full amount of the disallowed cost to the ORS 190 ENTITY upon written notice, within thirty (30) calendar days of the date of notice or within such shorter timeframe as may be required to comply with repayment obligations to OHCS.

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SUBGRANTEE shall cooperate fully with the ORS 190 ENTITY, OHCS, and any authorized investigative or oversight entity and shall assist in recovering any Grant Funds subject to repayment under this Agreement.

Nothing in this Section limits the ORS 190 ENTITY's right to exercise any other remedies available under this Agreement or applicable law.

12. Reporting

SUBGRANTEE shall prepare and submit all financial, programmatic, and performance reports required by the ORS 190 ENTITY or OHCS in the form, manner, and frequency prescribed by the ORS 190 ENTITY or OHCS, as applicable, and consistent with the requirements of this Agreement .

Without limitation of the foregoing, SUBGRANTEE shall submit required monthly, quarterly, and annual reports to the ORS 190 ENTITY as described and by the deadlines set forth in the table below and in the format prescribed by the ORS 190 ENTITY.

Reporting Period	Report Type	Due Date
Contract Execution – March 31, 2026	Monthly	April 10, 2026
April 1, 2026 – April 30, 2026	Monthly	May 10, 2026
May 1, 2026 – May 31, 2026	Monthly	June 10, 2026
June 1, 2026 – June 30, 2026	Monthly, Quarterly, Annual	July 10, 2026
July 1, 2026 – July 31, 2026	Monthly	August 10, 2026
August 1, 2026 – August 31, 2026	Monthly	September 10, 2026
September 1, 2026 – September 30, 2026	Monthly, Quarterly	October 10, 2026
October 1, 2026 – October 31, 2026	Monthly	November 10, 2026
November 1, 2026 – November 30, 2026	Monthly	December 10, 2026
December 1, 2026 – December 31, 2026	Monthly, Quarterly	January 10, 2027
January 1, 2027 – January 31, 2027	Monthly	February 10, 2027
February 1, 2027 – February 28, 2027	Monthly	March 10, 2027
March 1, 2027 – March 31, 2027	Monthly, Quarterly	April 10, 2027
April 1, 2027 – April 30, 2027	Monthly	May 10, 2027
May 1, 2027 – May 31, 2027	Monthly	June 10, 2027
June 1, 2027 – June 30, 2027	Monthly, Quarterly, Annual	July 10, 2027

SUBGRANTEE shall enter and maintain accurate, complete, and timely client-level data in HMIS or an OHCS-approved HMIS-comparable system, consistent with applicable data standards and reporting requirements. SUBGRANTEE shall cooperate in monthly data validation processes and ensure corrections are made within required timeframes.

SUBGRANTEE grants OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. SUBGRANTEE agrees to use client release forms and privacy policy forms as prescribed by OHCS or the ORS 190 ENTITY in connection with obtaining and transmitting client data in connection with this Agreement.

SUBGRANTEE shall comply with all fiscal reporting requirements, including submission of reimbursement requests and supporting documentation within timelines established by the ORS 190 ENTITY and consistent with OHCS reporting requirements.

SUBGRANTEE acknowledges that OHCS may require additional reports or information as necessary to evaluate program utilization, performance, and compliance. SUBGRANTEE shall cooperate fully with any such requests.

SUBGRANTEE shall comply with all requirements relating to the use of OHCS-approved online systems, including but not limited to HMIS and any fiscal management systems designated by OHCS or the ORS 190 ENTITY (collectively, the "Sites"). SUBGRANTEE understands and agrees that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided

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without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS and the ORS 190 ENTITY do NOT warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the user's risk. SUBGRANTEE hereby accepts the risk of its use of the Sites.

13. Monitoring

a. Monitoring Authority.

The ORS 190 ENTITY shall monitor the activities of SUBGRANTEE and any subcontractors or vendors as necessary to ensure compliance with this Agreement and proper use of Grant Funds for authorized purposes.

Monitoring may include, but is not limited to:

i. Reviewing, copying, and evaluating financial, programmatic, and administrative records related to performance under this Agreement;
ii. Conducting or arranging financial, programmatic, compliance, or performance audits;
iii. Conducting on-site, virtual, or field monitoring visits;
iv. Reviewing financial and program reports and supporting documentation prior to reimbursement approval; and
v. Providing technical assistance or requiring corrective or enforcement actions as necessary to ensure compliance.

Monitoring activities may be conducted in person, remotely, or by other reasonable means. SUBGRANTEE shall provide access to all relevant records, systems, and personnel necessary to conduct monitoring, subject to applicable confidentiality protections.

SUBGRANTEE shall require its subcontractors and vendors to comply with these monitoring requirements.

OHCS may conduct monitoring activities consistent with its oversight authority under the OHCS Grant.

The ORS 190 ENTITY reserves the right to request assistance with monitoring from appropriate oversight entities, including the Oregon Secretary of State, the Oregon Attorney General, or other authorized governmental bodies.

b. Records Retention.

SUBGRANTEE shall retain all financial records, supporting documentation, statistical records, and other records pertinent to this Agreement for a minimum of six (6) years following the expiration or termination of this Agreement, or longer if required by applicable law, audit resolution, or written notice from the ORS 190 ENTITY.

For purposes of this Agreement, all financial records, books, documents, papers, plans, data, reports, records of payments and expenditures, and other writings of SUBGRANTEE, whether in paper, electronic, or other form, that relate to performance under this Agreement are collectively referred to as "Records."

SUBGRANTEE shall retain and keep accessible all Records for a minimum of six (6) years following expiration or termination of this Agreement, or for such longer period as may be required by applicable law, or until the conclusion of any audit, review, investigation, controversy, or litigation arising out of or related to this Agreement, whichever occurs last. Such access shall extend to records maintained by SUBGRANTEE's officers, employees, agents, subcontractors, and vendors to the extent such records relate to this Agreement.

Access may be exercised during the term of this Agreement and for the applicable records retention period thereafter.

Subject to the foregoing retention requirements, SUBGRANTEE shall maintain Records in accordance with applicable state and federal law, including the records retention schedules set forth in OAR Chapter 166, and in a manner sufficient to clearly document compliance with the terms of this Agreement and the use of Grant Funds.

c. Cooperation and Special Conditions.

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SUBGRANTEE shall fully and timely cooperate with all monitoring and compliance activities.

If deficiencies are identified, the ORS 190 ENTITY may impose special conditions, including but not limited to increased reporting, reimbursement-only payment status, suspension of advance payments, required technical assistance participation, or other corrective measures reasonably designed to ensure compliance.

Failure to cooperate with monitoring or to implement corrective actions may be deemed a material breach of this Agreement.

d. Findings and Corrective Actions.

The ORS 190 ENTITY may communicate monitoring findings to SUBGRANTEE in writing, in its sole discretion.

SUBGRANTEE shall complete all required corrective actions within the timeframes specified and provide documentation demonstrating resolution.

e. Ongoing Review and Tracking.

The ORS 190 ENTITY may track findings and corrective actions, including deadlines and resolution status. SUBGRANTEE shall resolve all findings within established timeframes and provide documentation of resolution upon request.

14. Audits

The ORS 190 ENTITY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to, and the right to inspect, review, and copy, any books, documents, papers, audits, and records of SUBGRANTEE that relate to performance under this Agreement, for purposes including but not limited to audit, examination, monitoring, and compliance review.

Upon three (3) business days' written notice, the ORS 190 ENTITY may take possession of copies of such Records as reasonably necessary to carry out its oversight responsibilities. SUBGRANTEE may retain copies of all Records provided or copied under this Section.

SUBGRANTEE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. SUBGRANTEE shall also maintain all other Records in a manner sufficient to clearly document performance, compliance with the terms of this Agreement, and proper use of Grant Funds.

15. Compliance

SUBGRANTEE shall comply with all Program Requirements applicable to the Oregon Rehousing Initiative funded under the OHCS Grant.

For purposes of this Agreement, "Program Requirements" include, but are not limited to:

a. The terms and conditions of the OHCS Grant;
b. All applicable federal, state, and local statutes, regulations, rules, executive orders, and ordinances;
c. Applicable OHCS guidance, policy directives, and reporting requirements;
d. Coordinated Entry requirements and Housing-Focused service standards; and
e. Any amendments, modifications, or updates to the foregoing issued during the term of this Agreement.

SUBGRANTEE shall perform all obligations under this Agreement efficiently, effectively, and within applicable timelines established by ORS 190 ENTITY or OHCS.

SUBGRANTEE shall cooperate fully with monitoring, review, audit, and compliance activities conducted by ORS 190 ENTITY or OHCS and shall promptly address any identified deficiencies.

Failure to comply with Program Requirements may be considered a material breach of this Agreement.

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16. Client Confidentiality and Data Protection

SUBGRANTEE shall protect the confidentiality of all information concerning applicants for and recipients of services funded under this Agreement, including personally identifiable information ("PII"), in accordance with applicable federal and state law, including but not limited to the confidentiality provisions governing homeless management information systems ("HMIS"), the Violence Against Women Act where applicable, and Oregon public records and privacy laws.

SUBGRANTEE shall not disclose client information except:

a. As necessary for the administration of the program funded under this Agreement;
b. As required for reporting to the ORS 190 ENTITY or OHCS through approved data systems;
c. As authorized in writing by the client; or
d. As otherwise required by law.

SUBGRANTEE shall enter required client-level and program data into HMIS or an HMIS-comparable system approved by OHCS, consistent with the requirements of the OHCS Grant and applicable data standards.

SUBGRANTEE shall implement appropriate administrative, physical, and technical safeguards to protect client information from unauthorized access, disclosure, alteration, or destruction. Such safeguards shall include secure storage of records, restricted system access, staff training, and secure transmission protocols.

SUBGRANTEE shall require and ensure that all officers, employees, agents, subcontractors, and vendors comply with these confidentiality and data protection requirements.

The ORS 190 ENTITY shall have the right to review SUBGRANTEE records and practices for purposes of monitoring compliance with confidentiality requirements, provided that any review of client-level information shall be conducted in a manner consistent with applicable privacy protections.

17. Culturally Diverse and Appropriate Services; Nondiscrimination

The ORS 190 ENTITY and SUBGRANTEE are committed to delivering services in a manner that promotes equity, reduces disparities in housing outcomes, and ensures equal access to rehousing services.

SUBGRANTEE shall provide services in compliance with all applicable federal, state, and local civil rights laws, including but not limited to the Fair Housing Act and ORS Chapter 659A. SUBGRANTEE shall not discriminate in the provision of services on the basis of race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity, marital status, age, disability, familial status, source of income, immigration or citizenship status, or any other protected characteristic under applicable law.

SUBGRANTEE shall not discriminate against minority-owned, women-owned, or emerging small businesses in the procurement of goods or services funded under this Agreement.

Pursuant to Article I, Section 5 of the Oregon Constitution, SUBGRANTEE shall not use Grant Funds to support or engage in explicitly religious activities, including but not limited to worship, religious instruction, or proselytizing. SUBGRANTEE may engage in explicitly religious activities; however, such activities must be clearly separate in time or location from activities funded under this Agreement. SUBGRANTEE shall not require or coerce any participant to engage in religious activities, and no reimbursement shall be requested or provided for time or costs associated with such activities.

SUBGRANTEE shall ensure that services are culturally responsive, linguistically accessible, developmentally appropriate, and trauma-informed. SUBGRANTEE shall respect client privacy and confidentiality consistent with applicable law.

The ORS 190 ENTITY reserves the right to review, monitor, and evaluate SUBGRANTEE's compliance with equity, access, and nondiscrimination requirements under this Agreement and may require corrective action if deficiencies are identified.

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18. Collaboration Responsibilities

SUBGRANTEE shall actively participate in the regional Continuum of Care ("CoC") system, including attendance at CoC Collaborative Committee meetings, Coordinated Entry meetings, case conferencing sessions, and other regional planning or coordination meetings as reasonably requested by ORS 190 ENTITY.

SUBGRANTEE shall participate in and comply with the CoC's Coordinated Entry System and adhere to all applicable Coordinated Entry Policies and Procedures in effect during the term of this Agreement.

SUBGRANTEE shall cooperate with monitoring, data validation, performance review, and technical assistance activities conducted by ORS 190 ENTITY or OHCS in connection with the OHCS Grant.

SUBGRANTEE shall actively coordinate services and supports necessary to assist individuals and families in exiting homelessness and shall make reasonable efforts to reduce barriers to re-housing within the community.

19. Conflict of Interest

SUBGRANTEE shall maintain a written conflict of interest policy consistent with ORS Chapter 244 and any other applicable federal or state conflict of interest requirements. The policy shall establish procedures for identifying, disclosing, and addressing actual or potential conflicts of interest related to activities performed under this Agreement.

SUBGRANTEE shall provide a current copy of its conflict of interest policy to the ORS 190 ENTITY upon execution of this Agreement. If the policy is revised during the term of this Agreement, SUBGRANTEE shall provide an updated copy to the ORS 190 ENTITY within ten (10) calendar days of adoption.

Any actual or potential conflict of interest involving SUBGRANTEE, its officers, employees, agents, or subcontractors that relates to the administration of Grant Funds or performance under this Agreement shall be disclosed in writing to the ORS 190 ENTITY's Authorized Representative or designee in a timely manner.

SUBGRANTEE shall take appropriate corrective action, subject to review by the ORS 190 ENTITY, to resolve or mitigate any disclosed conflict.

Failure to maintain a compliant conflict of interest policy, failure to provide a copy upon request, or failure to disclose or appropriately address a conflict of interest may be considered a material breach of this Agreement.

20. Grievance Policy

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

21. Insurance and Workers' Compensation

SUBGRANTEE shall obtain and maintain, at its own expense, all insurance coverage required under this Agreement as set forth in Exhibit C (Insurance Requirements). Required coverage shall be maintained for the duration of this Agreement and for any applicable extended reporting periods required by policy or law.

SUBGRANTEE shall maintain workers' compensation insurance in compliance with applicable Oregon law for all employees engaged in activities under this Agreement.

If SUBGRANTEE provides direct client services under this Agreement, including but not limited to housing placement, case management, or other in-person services, SUBGRANTEE shall maintain all required professional liability and general liability coverage as specified in Exhibit C and shall provide certificates of insurance and endorsements satisfactory to the ORS 190 ENTITY upon request.

If activities funded under this Agreement involve facility-based operations, congregate settings, or direct supervision of clients, SUBGRANTEE shall maintain any additional coverage required under Exhibit C, including but not limited to Physical Abuse and Sexual Molestation coverage where applicable, prior to commencing such activities.

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Failure to maintain required insurance coverage or to provide satisfactory evidence of coverage may result in suspension of activities, withholding of funds, or other remedies available under this Agreement.

22. Subgrantee Status

SUBGRANTEE shall perform all activities under this Agreement as an independent contractor and not as an officer, employee, or agent of the ORS 190 ENTITY or the State of Oregon. Nothing in this Agreement is intended to create an employer–employee relationship, partnership, or joint venture between the Parties.

SUBGRANTEE shall be solely responsible for all compensation, benefits, insurance coverage, and other obligations related to its officers, employees, agents, and subcontractors engaged in activities under this Agreement, including but not limited to workers' compensation and any other required insurance.

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

a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal or state department or agency;
b. Has, within the three (3) years preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of 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 with commission of any of the offenses described above;
d. Has, within the three (3) years preceding the effective date of this Agreement, had one or more public transactions terminated for cause or default; or
e. Is listed on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control.

SUBGRANTEE shall promptly notify the ORS 190 ENTITY in writing if any certification made in this Section becomes inaccurate during the term of this Agreement.

23. Oregon False Claims Act

SUBGRANTEE acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct related to this Agreement that constitutes a "claim" as defined in ORS 180.750.

By executing this Agreement, SUBGRANTEE certifies that, to the best of its knowledge and belief, all statements, representations, certifications, reimbursement requests, reports, and other claims made or to be made in connection with this Agreement are true, complete, and accurate.

SUBGRANTEE acknowledges that if it makes, or causes to be made, a false claim or engages in conduct prohibited under the Oregon False Claims Act, the Oregon Attorney General may pursue all remedies and penalties authorized by law, in addition to any remedies available under this Agreement.

a. Representations and Warranties.

SUBGRANTEE represents and warrants that its performance under this Agreement, including submission of invoices, reimbursement requests, reports, certifications, and other deliverables, shall not knowingly constitute a False Claims Act Violation.

For purposes of this Section, a "False Claims Act Violation" means a false claim as defined in ORS 180.750 or conduct prohibited under ORS 180.755.

b. Duty to Report.

SUBGRANTEE shall promptly report in writing to the ORS 190 ENTITY any credible evidence that a principal, employee, agent, subcontractor, or other person has made a false claim, engaged in conduct prohibited under the Oregon False

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Claims Act, or committed fraud, bribery, gratuities violations, conflicts of interest violations, or similar misconduct related to this Agreement or Grant Funds.

c. Nonexclusive Remedies.

Any remedies available under the Oregon False Claims Act are cumulative and do not limit any other rights or remedies available to the State of Oregon, OHCS, or the ORS 190 ENTITY under this Agreement or applicable law.

24. Remedies

a. Available Remedies.

If the ORS 190 ENTITY determines that SUBGRANTEE has failed to timely or adequately comply with any material obligation under this Agreement, including any directive issued by the ORS 190 ENTITY or any term of a corrective action plan, the ORS 190 ENTITY may, in its reasonable judgment, exercise any remedy available under this Agreement or applicable law.

Available remedies include, but are not limited to:

i. Termination of this Agreement, in whole or in part;
ii. Withholding, reducing, or reallocating Grant Funds;
iii. Disallowance of costs;
iv. Suspension or recoupment of payments;
v. Appointment of a receiver for the receipt and administration of Grant Funds;
vi. Requiring corrective action or imposing special conditions;
vii. Initiating legal action to enforce this Agreement or recover damages, including but not limited to injunctive relief or specific performance;
viii. Limiting or restricting SUBGRANTEE's eligibility for future funding from the ORS 190 ENTITY;
ix. Referral for criminal or civil investigation in cases involving misrepresentation or fraud; and
x. Requesting investigation, audit, or sanction by other governmental authorities.

b. Nonexclusive Remedies.

The rights and remedies of the ORS 190 ENTITY under this Agreement are cumulative and not exclusive and are in addition to any other rights or remedies available under this Agreement, at law, or in equity.

SUBGRANTEE acknowledges that any remedies available to SUBGRANTEE under this Agreement or applicable law are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of this Agreement.

c. No Waiver.

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

d. Survival.

All rights and remedies provided under this Agreement or applicable law shall survive expiration or termination of this Agreement.

25. Termination

a. Termination for Cause by ORS 190 ENTITY.

The ORS 190 ENTITY may terminate this Agreement, in whole or in part, upon written notice to SUBGRANTEE for cause related to any material breach, material misrepresentation, malfeasance, gross negligence, abandonment of performance, loss of required authority or licensure, or failure to comply with material obligations under this Agreement.

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b. Events of Default.

In addition to the grounds stated above, the ORS 190 ENTITY may terminate this Agreement upon thirty (30) days written notice, or immediately where necessary to protect public funds, if SUBGRANTEE commits an event of default.

Events of default include, but are not limited to, the following:

i. SUBGRANTEE fails to timely perform or comply with any material obligation under this Agreement.
ii. SUBGRANTEE fails to comply with directives issued by the ORS 190 ENTITY or OHCS related to the OHCS Grant.
iii. Grant Funds are used improperly, unlawfully, or for purposes not authorized under this Agreement.
iv. Funding for the ORI program is denied, suspended, reduced, or eliminated.
v. Federal or state laws, regulations, or guidance are modified or interpreted in a manner that prohibits or materially limits the ORS 190 ENTITY's authority to reimburse or continue funding under this Agreement.
vi. Funding, appropriations, expenditure limitation, or authorization to expend Grant Funds is denied, suspended, reduced, or eliminated.
vii. Any certification, license, or authorization required for SUBGRANTEE to perform services under this Agreement is denied, revoked, suspended, limited, or not renewed.
viii. SUBGRANTEE becomes insolvent, files for bankruptcy, makes a general assignment for the benefit of creditors, consents to the appointment of a receiver or trustee, or is subject to a similar proceeding.
ix. SUBGRANTEE, or its principals, officers, or agents, are suspended, debarred, declared ineligible, or otherwise excluded from participation in federal or state funded programs, including programs administered by OHCS.

c. Termination by Subgrantee.

SUBGRANTEE may terminate this Agreement upon thirty (30) days written notice if:

i. The ORS 190 ENTITY materially fails to provide funding due under this Agreement and does not cure such failure within the thirty-day notice period.
ii. The ORS 190 ENTITY issues material directives that conflict with applicable law or the governing requirements of the OHCS Grant and fails to correct such directive within thirty (30) days after written notice.

d. Termination for Convenience or Change in Law.

Either party may terminate this Agreement, in whole or in part, upon written notice if changes in law, regulation, funding authority, or governmental directive materially impair the ability of either party to perform its obligations.

e. Effect of Termination.

Upon issuance of a notice of termination and prior to the effective date of termination, the ORS 190 ENTITY may require SUBGRANTEE to cease incurring additional obligations and to obtain prior written approval before obligating any additional Grant Funds.

Upon termination, SUBGRANTEE shall:

i. Cease incurring new obligations under this Agreement;
ii. Take reasonable steps to minimize outstanding costs; and
iii. Return any unexpended or improperly expended Grant Funds as directed by the ORS 190 ENTITY.

Within sixty (60) days of the effective date of termination, SUBGRANTEE shall deliver all required financial records, program records, reports, data, and other materials generated or maintained under this Agreement.

f. Survival.

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Termination of this Agreement shall not impair or invalidate any rights, remedies, or liabilities accrued prior to termination, including the right to recapture funds or recover damages as permitted under this Agreement or applicable law.

26. No Third-Party Beneficiaries
Except as expressly provided otherwise in this Agreement, the ORS 190 ENTITY and SUBGRANTEE are the sole parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to, or shall be construed to, create any right, benefit, or cause of action in favor of any third party, whether directly or indirectly.

Notwithstanding the foregoing, OHCS shall have the right to enforce applicable requirements of the OHCS Grant against SUBGRANTEE.

27. Notices
Except as otherwise expressly provided in this Agreement, all notices and other communications between the Parties shall be in writing and may be delivered by personal delivery, email, or by mailing the same, postage prepaid, to the addresses or email addresses set forth in this Agreement, or to such other address or email address as a Party may designate by written notice in accordance with this Section.

Any notice of termination shall be provided by certified or registered mail, return receipt requested, or by another method that provides written confirmation of receipt.

Notices delivered by mail shall be deemed given five (5) calendar days after mailing. Notices delivered by personal delivery shall be deemed given when actually delivered. Notices delivered by email shall be deemed given on the date the email is sent, provided that no automated notice of delivery failure is received.

28. Governing Law; Venue; Consent to Jurisdiction
This Agreement shall be governed by and construed and enforced 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 Agreement 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.

29. Attorney Fees
In the event claim, action, suit, or proceeding of any kind is instituted on behalf of the ORS 190 ENTITY or SUBGRANTEE with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, 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.

30. Time is of the Essence
Time is of the essence in the performance of all obligations under this Agreement.

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

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

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33. Fixed Assets and Equipment
SUBGRANTEE shall maintain written policies and procedures governing the acquisition, management, use, and disposition of property and equipment purchased in whole or in part with Grant Funds. Such policies and procedures shall comply with applicable federal and state requirements, including 2 CFR Part 200, as applicable, and any other requirements incorporated into this Agreement.

a. Covered Property.

For purposes of this Agreement, fixed assets and equipment include tangible personal property with an acquisition cost of more than $5,000 per unit, including but not limited to computer equipment, electronic equipment, tools, and other high-risk or durable items purchased with Grant Funds.

b. Ownership and Use.

Title to equipment purchased in whole or in part with Grant Funds shall vest in SUBGRANTEE, subject to the restrictions set forth in this Agreement. Such equipment shall be used solely for authorized program purposes and shall not be pledged as collateral or otherwise encumbered without prior written approval from the ORS 190 ENTITY.

c. Insurance.

SUBGRANTEE shall maintain appropriate insurance coverage for all vehicles and equipment acquired in whole or in part with Grant Funds, as required by applicable law and this Agreement. Such coverage shall be sufficient to protect against loss, damage, or theft and shall be documented upon request by the ORS 190 ENTITY.

d. Loaned Equipment.

Any equipment or property owned by OHCS and loaned to SUBGRANTEE shall remain the property of OHCS. SUBGRANTEE shall maintain records identifying such loaned property and shall return or dispose of such property only as directed by the ORS 190 ENTITY and consistent with OHCS requirements.

e. Disposition of Equipment.

SUBGRANTEE shall obtain prior written approval from the ORS 190 ENTITY before disposing of any equipment purchased with Grant Funds that has an original acquisition cost of more than $5,000 and a current per-unit fair market value exceeding $5,000. Disposal shall be conducted in a manner consistent with applicable property management standards and any conditions imposed by the ORS 190 ENTITY.

Equipment with a current per-unit fair market value of $5,000 or less may be retained, sold, or otherwise disposed of upon written notice to the ORS 190 ENTITY, unless otherwise restricted by applicable law or program requirements. SUBGRANTEE shall maintain documentation of all dispositions and make such records available for review upon request.

34. Authorized Representatives
ORS 190 ENTITY's Authorized Representative is:

Misty Bolger
ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
PO BOX 4073
Salem, OR 97302
Misty.bolger@mwvhomelessalliance.org

SUBGRANTEE'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.

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

36. Merger Clause
This Agreement, together with its exhibits and any other documents incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations, whether oral or written.

No waiver, consent, modification, or amendment of any term of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties and approved as required by the ORS 190 ENTITY. Any such waiver, consent, modification, or amendment shall be effective only for the specific instance and purpose for which it is made.

37. Certifications and Signatures of Subgrantee's authorized representative
SUBGRANTEE, by execution of this Agreement, acknowledges that it has read this Agreement, understands its terms and conditions, has the legal authority to enter into this Agreement, and agrees to be bound by its provisions.
The undersigned signatory on behalf of SUBGRANTEE certifies, under penalty of perjury, both individually and on behalf of SUBGRANTEE, that:

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

b. By signing this Agreement, the signatory certifies under penalty of perjury 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" include those administered by the Oregon Department of Revenue pursuant to ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, 403, and 305.620, and related provisions;

c. Neither SUBGRANTEE nor any of its principals, officers, employees, or agents is included on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control;

d. SUBGRANTEE is bound by, and agrees to comply with, all applicable federal, state, and local laws, regulations, and requirements applicable to this Agreement and shall require any subcontractors to do the same; and

e. SUBGRANTEE certifies that it maintains a formal nondiscrimination policy in employment and, to the best of the signatory's knowledge, has not discriminated against and will not discriminate against minority-owned, women-owned, or emerging small business enterprises certified under ORS 200.055 in the procurement of goods or services related to this Agreement.

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SIGNATURE PAGE

SIGNATURE OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature:_____ Date:_____

Print Name: Jeremy Gordon_____ Title: President_____

Address: PO BOX 4073, Salem, OR 97302

Phone: _____ Email: chair@mwvhomelessalliance.org

Sable House:

Authorized Signature:_____ Date:_____

Print Name: Rochelle Juarez_____ Title: Executive Director_____

Address: PO BOX 783, Dallas, OR 97338

Phone: _____ Email: Rochelle@sablehouse.org

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EXHIBIT A

Scope of Work

1. Purpose

The purpose of this Agreement is to support implementation of the Oregon Rehousing Initiative (ORI) within the Mid-Willamette Valley region in alignment with the OHCS Grant.

SUBGRANTEE shall carry out housing-focused activities designed to reduce unsheltered homelessness, increase access to permanent housing, and promote long-term housing stability.

All activities performed under this Agreement must be consistent with the objectives, requirements, and allowable uses of funds established under the terms of this Agreement.

2. Service Area and Target Population

SUBGRANTEE shall provide services within Marion and/or Polk County, Oregon.

Eligible participants must meet homelessness eligibility criteria consistent with ORI requirements and applicable Coordinated Entry standards.

SUBGRANTEE shall not impose additional screening barriers inconsistent with ORI requirements, including blanket exclusions based on citizenship, behavioral health status, disability, or income thresholds not required by ORI.

3. Required Activities

SUBGRANTEE shall implement one or more of the following eligible ORI program components as reflected in Exhibit B (Budget):

a. Street Outreach

Engagement with individuals and households experiencing unsheltered homelessness to facilitate connection to housing resources and services.

b. Rapid Rehousing

Provision of short- to medium-term rental assistance, housing stabilization services, and supportive case management necessary to support transition into permanent housing.

c. Unit Access and Landlord Engagement

Activities that increase access to housing units, including landlord recruitment, relationship development, incentives, risk mitigation strategies, and other housing access supports permitted under ORI.

d. Financial Assistance

Provision of eligible financial supports, which may include rental assistance, move-in costs, application fees, security deposits, utility deposits, arrears necessary to secure housing, and other allowable costs consistent with the OHCS Grant.

e. Data Collection and Reporting

Participation in HMIS or an approved comparable database for victim service providers. All required data elements must be entered in accordance with ORI reporting timelines and requirements.

4. Performance Expectations

SUBGRANTEE shall actively contribute to achievement of regional ORI performance obligations under the OHCS Grant.

During the Performance Period, SUBGRANTEE shall:

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a. Continued Housing Stability

Continue to provide housing assistance and stabilization services to approximately **20 households** currently enrolled in ORI-supported housing interventions in order to promote ongoing housing stability and prevent returns to homelessness.

SUBGRANTEE shall prioritize rapid placement into permanent housing and work to minimize the length of time between enrollment and housing placement.

Performance expectations shall be evaluated in consideration of funding levels, documented program capacity, participant eligibility, housing market conditions, and compliance with the OHCS Grant.

If SUBGRANTEE's performance materially falls below the minimum rehousing requirement or otherwise jeopardizes regional performance obligations, SUBGRANTEE shall cooperate in developing and implementing a corrective action plan as directed by the ORS 190 ENTITY.

5. Reporting and Documentation
SUBGRANTEE shall:

a. Enter complete and accurate client-level data into HMIS or approved comparable database in accordance with required timelines;

b. Submit required monthly, quarterly, and annual reports in the format prescribed by the ORS 190 ENTITY;

c. Provide documentation sufficient to demonstrate allowability, reasonableness, and allocability of expenditures;

d. Maintain records necessary to support reimbursement requests, monitoring activities, and audits.

Failure to submit required documentation or reports in a timely and complete manner may result in delayed or withheld reimbursement.

6. Collaboration and Regional Coordination
SUBGRANTEE shall coordinate with:

a. The Mid-Willamette Valley Continuum of Care;

b. Coordinated Entry partners;

c. Local service providers;

d. Landlords and housing partners;

e. Culturally responsive community organizations.

SUBGRANTEE shall participate in regional coordination meetings, data review processes, and planning activities as reasonably requested by the ORS 190 ENTITY.

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EXHIBIT B

Budget

Sable House						
Personnel						
Quantity (FTE)	*Type*	*Hourly Rate*	*salary*	*benefits*		*Total Cost*
1	Housing Services Coordinator	1.0FTE	70720	$22,950.00		$93,670.00
					Total Personnel Cost	**$93,670.00**
Client Services Rent and Utilities *Item*						*Estimated Cost*
					20 Households in Polk County x 12 months, Ave. 1600 monthly rent	$384,000.00
					Supportive Services - Direct Costs for housing clients	$22,850.00
					Total Client Services Cost	$406,850.00
Supplies and Operational Costs *Item*						*Estimated Cost*
					Telephone Expenses	
					Technology (computer, monitors, keyoard, mouse)	
					Total Supply and Operational Cost	
					total project cost	**$500,520.00**
					Administration (10%) - Insurance, HR, IT, Finance	**$50,052.00**
					Administration to COC 5%	**$25,026.00**
					Total Project Budget	**$575,598.00**

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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 Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, and any additional period 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 and any of its subcontractors, 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). 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 ORS 190 ENTITY. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this 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 Agreement by the SUBGRANTEE and SUBGRANTEE's 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

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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 thisAgreement 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 Agreement must include an additional

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insured endorsement specifying the ORS 190 ENTITY and the State of Oregon, and their 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 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 SUBGRANTEE or 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 Agreement, for a minimum of 24 months following the later of (i) SUBGRANTEE's completion and the ORS 190 ENTITY's acceptance of all activities required under this Agreement, or, (ii) the ORS 190 ENTITY or SUBGRANTEE's termination of this Agreement, or, (iii) the expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
SUBGRANTEE shall provide to the ORS 190 ENTITY Certificate(s) of Insurance for all required insurance before performing any activities required under this Agreement. The Certificate(s) shall list the ORS 190 ENTITY and the State of Oregon, and their 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 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 Agreement.

NOTICE OF CHANGE OR CANCELLATION:
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.

ORS 190 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.

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EXHIBIT D

OHCS Grant No. 9232

http://mwvhomelessalliance.org/wp-content/uploads/2026/02/9232_GR_ORI_MWVHA_Executed.pdf

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EXHIBIT E

ORI Program Guidance

https://www.oregon.gov/ohcs/homelessness-response/Documents/oregon-rehousing-initiative-program-guidance.pdf

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