

December 18, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Revenue Grant Agreement with Oregon Housing and Community Services for homeless shelter bed capacity. Grant Value is \$3,011,893.50 for 1 year. Funding is through Oregon Housing and Community Services. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	No previous board action; this is a new request to renew funding for our current shelter programming.		
<b>Performance Clackamas</b>	Safe, Secure, and Livable Communities		
<b>Counsel Review</b>	Yes: Ryan Hammond	<b>Procurement Review</b>	NA
<b>Contact Person</b>	Vahid Brown	<b>Contact Phone</b>	(971) 332-9870

**EXECUTIVE SUMMARY:** The Housing and Community Development Division (HCDD) of the Health, Housing, and Human Services Department requests approval of a Grant Agreement with the State of Oregon acting by and through its Housing and Community Services Department for a Shelter Program Grant.

The Shelter Program Grant was established in response to a significant rise in unsheltered homelessness in Oregon. This Grant aims to support communities to achieve statewide objectives, including preventing homelessness, increasing shelter capacity, and rehousing households experiencing unsheltered homelessness.

This Shelter Program Grant is essential to building a program that ensures critical access to safe Shelter and housing-focused support for individuals and families experiencing homelessness. The primary goal is to sustain current shelter capacity and to prevent any reduction in services that Clackamas County currently provides.

**RECOMMENDATION:** Staff respectfully request that the Board of County Commissioners approve the Grant Agreement (12384) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing, and Human Services

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## **STATE OF OREGON GRANT AGREEMENT**

Grant No. 9171

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Housing and Community Services Department (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

### **SECTION 1: AUTHORITY**

Pursuant to House Bill 5011 (2025) as well as ORS 456.625(17), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

### **SECTION 2: PURPOSE**

Agency is responsible for creating a Statewide Shelter Program for the purpose of reducing unsheltered homelessness and transitioning people from experiencing homelessness into housing stability (the “Program”).

The purpose of this Grant is to provide funding to maintain momentum toward a fully realized Program. This Grant will maintain and build on the statewide effort to prevent and end homelessness by supporting shelters and housing focused efforts.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2025 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2026.

### **SECTION 4: GRANT ADMINISTRATORS**

#### **4.1 Agency’s Grant Administrator is:**

Colt Sray  
725 Summer ST. NE, Suite B, Salem, OR 97301  
503-881-0998/ [colt.sray@hcs.oregon.gov](mailto:colt.sray@hcs.oregon.gov)

#### **4.2 Grantee’s Grant Administrator is:**

Vahid Brown  
2051 Kaen Rd., Suite 239, Oregon City, OR 97045  
971-334-9870/ [vbrown@clackamas.us](mailto:vbrown@clackamas.us)

**4.3** A Party may designate a new Grant Administrator by written notice to the other Party.

## **SECTION 5: PROJECT ACTIVITIES**

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$3,011,893.50 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its House Bill 5011 (2025) general fund appropriation (“Funding Source”).

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

**7.1.1** Subject to the availability of sufficient monies in and from the Funding Source based on Agency’s reasonable projections of monies accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

**7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

**7.1.3** Agency will only disburse Grant Funds for completed and approved Project activities. If Agency determines that Grantee is responsible for deficiencies in completed Project activities, Agency will prepare and deliver to Grantee a written description of the deficiencies within 15 days of a request for disbursement. Grantee must correct any identified deficiencies at no additional cost to Agency within 15 days of receiving notice of such deficiency. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency showing that the deficiencies were corrected.

**7.2 Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

**7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

**7.2.2** No default as described in Section 14 has occurred; and

**7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date(s) of

disbursement with the same effect as though made on the date(s) of disbursement.

**7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

**7.4 Suspension of Funding.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available and an amendment is not agreed to, Agency will either (i) cancel or modify its cessation of funding notice by a supplemental written notice or (ii) terminate this Grant as permitted by either Section 17.2.1 or 17.2.2 of this Grant.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

**8.1 Organization/ Authority.** Grantee represents and warrants to Agency that:

**8.1.1** Grantee is an Oregon county duly organized and validly existing;

**8.1.2** Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

**8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid, and binding obligation of Grantee enforceable in accordance with its terms;

**8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

**8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

**8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to

this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 15, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: RESERVED**

## **SECTION 10: CONFIDENTIAL INFORMATION**

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that: (i) is confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) (“Personal Information”), and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when, and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security,” as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information possessed or maintained in performance of this Grant, Grantee must promptly but in any event within 7 calendar

days (i) notify Agency's Grant Administrator of such Breach, and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not occur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

- 10.4 Subgrants/ Contracts.** Grantee must require any subgrantees, contractors, or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this section.

## **SECTION 11: CONTRIBUTION**

### **11.1 Third-Party Tort Claims.**

- 11.1.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Tort Claim") against a Party to this Agreement (the "Notified Party") with respect to which the other Party may have liability, the Notified Party must promptly notify the other Party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either Party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either Party's liability to the other in regard to the Third-Party Claim.
- 11.1.2** If the Parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the Parties shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding. This section shall survive termination of this Grant.
- 11.1.3** Grantee shall take all reasonable steps to require its subgrantee(s) and contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS chapter 180), save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's subgrantee or contractor, including a contractor's subcontractors, or any of the officers, agents,

employees of the contractor (“Contractor Tort Claims”). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by subgrantee or contractor from and against any and all Contractor Tort Claims. This section shall survive termination of this Grant.

## **11.2 Indemnity; Release – Claims Other Than Torts.**

- 11.2.1** Except for Third-Party Tort Claims and Contractor Tort Claims as provided above, to the extent authorized by law, Grantee shall defend, indemnify, save and hold harmless and release the State of Oregon, Agency, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys’ fees incurred (collectively, “Non-Tort Claims”), related to any actual or alleged act or omission by Grantee, or its officers, employees, contractors, or agents in connection with this Grant, and the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, Treasury, and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Grantee, or its officers, employees, subgrantees, contractors, or agents.
- 11.2.2** Notwithstanding the foregoing, neither Grantee nor any attorney engaged by Grantee may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Grantee settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Grantee will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, or Agency of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

## **SECTION 12: INSURANCE**

- 12.1 Grantee Insurance.** Subject to Section 12.2, Grantee must obtain and maintain insurance coverage in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance indicated in Exhibit B, (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated in Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel, or repair of real property or

improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage, or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating, and maintaining similar property or facilities.

- 12.4 First-Tier Subgrantee/ Contractor Insurance.** Grantee must require any subgrantees or any of its first-tier contractors to maintain insurance in the types and amounts that are commensurate with the type of work being performed by the subgrantees or the first-tier contractors of Grantee or its subgrantees, and that are consistent with applicable industry standards.

## **SECTION 13: GOVERNING LAW, JURISDICTION**

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this section be construed as a waiver by the State of Oregon of 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, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: DEFAULT**

- 14.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 14.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant;
  - 14.1.2** Any representation, warranty, or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds, or the performance by Grantee is untrue in any material respect when made; or
  - 14.1.3** A petition, proceeding, or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due; or Grantee makes an assignment for the benefit of its creditors.
- 14.2 Agency.** Agency will be in default under this Grant if, after 15 days’ written notice specifying the

nature of the default, Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority or insufficient funding.

## SECTION 15: REMEDIES

- 15.1 Agency Remedies.** In the event Grantee is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 17.2, (ii) reducing or withholding payment for deficient or late Project activities or materials, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 16 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 15.2 Grantee Remedies.** In the event Agency is in default under Section 14.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement for Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 16: WITHHOLDING FUNDS, RECOVERY

Agency may withhold Grant Funds due to Grantee, and Grantee must return to Agency within 30 days of Agency's written demand:

- 16.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 16.2** Any Grant Funds received by Grantee that remain unexpended for payment of the Project at the end of the Performance Period;
- 16.3** Any Grant Funds Agency determines were spent on purposes other than allowable Project activities; or
- 16.4** Any Grant Funds Grantee received as payment for deficient activities or materials.

## SECTION 17: TERMINATION

- 17.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

**17.2 By Agency.** Agency may terminate this Grant as follows:

- 17.2.1** At Agency's discretion, upon 30 days' advance written notice to Grantee;
- 17.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 17.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited, or Agency is prohibited from funding the Grant from the Funding Source; or
- 17.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**17.3 By Grantee.**

- 17.3.1** Grantee may terminate this Grant immediately upon written notice to Agency if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
  - 17.3.2** Grantee may terminate upon 30 calendar days' advance written notice to Agency, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to continue its current operations, Grantee's board downsizes or eliminates the division performing Grantee's obligations under this Grant resulting in the division's inability to continue to perform such obligation, and Grantee has repaid to Agency all Grant Funds previously disbursed by Agency under this Grant that have not been spent by Grantee in accordance with this Grant as of the date of termination.
- 17.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## **SECTION 18: MISCELLANEOUS**

- 18.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.
- 18.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be

construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

- 18.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.
- 18.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or registered or certified mail, to a Party's Grant Administrator at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the recipient's email address.
- 18.5 Survival.** The provisions of this Grant which by their nature are intended to survive expiration or termination of this Grant (including, but not limited to, remedies and record-keeping) will survive.
- 18.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 18.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 18.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state, and local laws.
- 18.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 18.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 18.11 Contracts and Subgrants.** Except as specified in Exhibit A, Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of

Grantee under this Grant.

- 18.11.1** Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 18.11.2** If Agency consents to such a contract or subgrant, Grantee must take all reasonable steps to cause its contractor(s) and subgrantee(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees, and agents ("Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor(s), subgrantee(s), or any of the officers, agents, employees, or subcontractors of such contractor(s) or subgrantee(s) ("Claims"). Indemnitees must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor(s) or subgrantee(s) from and against any and all Claims.
- 18.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 18.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic, or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic, or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years following the expiration or termination of this Grant, or such longer period as may be required by applicable law, , or until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant, whichever date is later.
- 18.14 Fixed Assets.** Grantee must, and must cause its subgrantees to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Part 200, Subpart D, and specific requirements of the source of funds. The applicable federal regulations shall apply to all equipment purchased with Agency funding, regardless of source of funds. References in the federal regulations to a federal awarding entity shall be deemed a reference to Agency, and references to a non-federal entity shall be deemed a reference to Grantee.
- 18.15 Prevailing Wage Requirements.**
- 18.15.1** Grantee must comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, grantees, subgrantees, and contractors on the Project must pay the prevailing rate of wage

for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815. Further, Grantee must require its subgrantees and contractors to file separate work bonds with the Construction Contractors Board, unless the subgrantee or contractor is exempt under ORS 279C.836 and OAR 839-025-0015.

- 18.15.2** When the federal Davis-Bacon Act applies to the Project, subgrantees and contractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).
- 18.15.3** Notwithstanding (18.15.1) and (18.15.2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, subgrantees and contractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (18.15.1) or (18.15.2) above.
- 18.15.4** When PWR applies, Grantee and its subgrantees and contractors shall not contract with any contractor on BOLI's current [List of Contractors Ineligible to Receive Public Works Contracts](#).
- 18.15.5** When PWR applies, Grantee shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Grantee contractually agrees to pay applicable prevailing wage fees for the Project.
- 18.15.6** Pursuant to ORS 279C.817, Grantee and any subgrantees or contractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).
- 18.16** **Headings.** The headings in this Grant are for the purpose of reference only and do not limit or otherwise affect any of the terms hereof.
- 18.17** **Grant Documents.** This Grant consists of the following exhibits, which are incorporated by this reference and listed in descending order of precedence:
- Exhibit A (the "Project")
  - Exhibit C (Online Systems)
  - Exhibit B (Insurance)
- 18.18** **Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations – oral or written – not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SECTION 19: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

**STATE OF OREGON acting by and through its Housing and Community Services Department**

By: \_\_\_\_\_  
Phillip Andrews, Designated Procurement Officer

\_\_\_\_\_  
Date

**Grant Administrator Approval**

By: \_\_\_\_\_  
Colt Sray, Homeless Services Program Coordinator

\_\_\_\_\_  
Date

**Clackamas County**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: Jeffrey B. Grant, Sr. AAG via email

11/25/2025  
Date

## EXHIBIT A THE PROJECT

### 1. BACKGROUND AND GOALS

With support and direction from Governor Kotek and the Oregon Legislature, Agency has taken bold steps to meaningfully prevent and reduce homelessness across Oregon. This Grant represents phase 1 of a two-phase plan to create the statewide shelter program established in House Bill 3644 (2025) for the 2025 – 2027 biennial cycle. This Grant builds on the foundation of multiple prior Agency funding sources and agreements aimed at expanding and sustaining shelter capacity, as well as supporting housing focused efforts.

This Grant is essential to building the Program and ensuring critical access to safe shelter and housing focused support for individuals and families experiencing homelessness. The primary goal of this phase is to sustain current shelter capacity statewide and to prevent any reduction in services that Grantee currently provides.

Administration of the Program requires regional grant administrators as well as direct service providers. Regional grant administrators pass through Grant Funds to subgrantee direct service providers who provide critical, on-the-ground support and services to Oregonians in need. Regional grant administrators oversee subgrantees and ensure services are provided in accordance with this Grant.

Grantee serves as:

- ☒ a regional grant administrator
- ☐ a direct service provider
- ☐ both a regional grant administrator and a direct service provider

### 2. DEFINITIONS

**“Administrative Costs”** means costs to administer the Program or Project. Administrative Costs must be reasonable and necessary, and can include costs that are directly related to this Grant, or indirectly related because they are necessary for the general operation of the organization. Examples of Administrative Costs include, but are not limited to:

- Senior executive management personnel costs;
- Administrative staff travel costs;
- General operating costs, such as: accounting, budget, human resources, contracting, marketing, audit, and organization insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- Facility costs not directly related to shelter, such as rent, depreciation, operation, and maintenance; and
- Equipment rental or purchase, utilities not directly related to a shelter, and information technology costs.

**“Continuum of Care” or “CoC”** means a coordinated network of community-based programs and stakeholders that work together to prevent and end homelessness. The CoC ensures that services are client-centered, locally responsive, and aligned with broader state and federal goals to reduce homelessness.

**“Rehabilitation”** means action taken to return an emergency shelter or transitional housing property to a useful state by means of repair, modification, or alteration, bringing a property to the point where it is usable, safe, comfortable, hygienic, and habitable, but not expanding or improving on the existing property.

### 3. PROJECT ACTIVITIES

Grantee must use the Grant Funds only for activities in support of the Program, as further described below. At all times, Grantee must conduct operations and services using evidence-based practices, cultural responsiveness, nondiscrimination, and harm reduction.

If Grantee serves as a regional grant administrator, Grantee must cause and require any subgrantee direct service providers, by written agreement, to comply with and perform all Project activities in accordance with the terms of this Grant.

#### a. Shelter Operations

- i. **Minimum Shelter Bed Capacity.** Grantee must continue to ensure the availability of at least the minimum shelter bed capacity shown in the table in this Exhibit A, Part 4. All shelter beds must meet the habitability and low barrier requirements specified in this Grant and must primarily be available throughout the day and night, seven days per week. Unless designated in writing by Agency as an inclement weather shelter, all beds must also be available during all seasons and weather.
- ii. **Habitability Requirements.** All shelters, whether congregate or non-congregate, must meet the shelter and housing standards outlined in [24 CFR § 576.403](#), regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Grant. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Grantee must document habitability requirements for all shelters funded under this Grant. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements. Shelter units may be in the form of non-congregate free-standing units if they provide the following amenities:
  - Heat;
  - Electricity;
  - The ability to close and lock a door;
  - Showers and restrooms onsite;
  - Hard-surface walls and roofing; and
  - Food preparation facilities available onsite or meals provided to shelter guests.
- iii. **Low Barrier.** Shelters funded through this Grant must be low barrier. Low- and no-barrier policies allow homeless individuals and households to access shelter and services

without preconditions. Low-barrier shelters must focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly when resources allow. To be a low barrier shelter, the following conditions must be met:

- Sobriety and treatment are voluntary;<sup>1</sup>
- No documentation of identification, custody, citizenship, or gender is required. Furthermore, shelters must meet the U.S. Department of Housing and Urban Development’s Equal Access Rule, [81 FR 64763](#), to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status;
- Shelter accommodates pets and belongings;
- No charge to individuals or families for stays, meals, or services rendered; and
- People with criminal convictions, poor credit, or eviction histories are not excluded.<sup>2</sup>

**iv. Client Evaluation.** Grantee must conduct an initial evaluation of clients in accordance with local Continuum of Care requirements applicable at the time of client evaluation. Eligibility based on housing status must be determined during the initial engagement with the client. For clarity, “initial engagement” means the client’s eligibility at the time services are needed. Households must meet one or more of the following eligibility categories:

**A. Category 1: Literally Homeless** – Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- They are living in a primarily nighttime residence that is a public or private place not designed for human habitation (including a car, park, abandoned building, bus or train station, airport, or camping ground);
- They are living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters; transitional shelters; or hotels or motels paid for by charitable organizations or by federal, state, or local government programs); or
- They are exiting an institution where they have resided for 90 days or less and they resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

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<sup>1</sup> Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility, and may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication; however, the requirement to abstain completely from alcohol or drug use is not a characteristic of low-barrier shelters.

<sup>2</sup> Low-barrier shelters may establish requirements that limit access to individuals that have a history or record of prior sex offenses.

**B. Category 2: Imminent Risk of Homelessness** – Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; and
- They lack the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

**C. Category 3: Homeless Under Federal Statutes** – Unaccompanied youth under 25 years of age, or families with children and youth, who do not qualify as homeless under another category but who:

- Are defined as homeless under a federal statute(s);
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
- Can be expected to continue in such status for an extended period due to special needs or barriers.

**D. Category 4: Fleeing/ Attempting to Flee Domestic Violence** – Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no safe residence option; and
- Lacks the resources or support networks to obtain other permanent housing.

**E. Category 5: Unstably Housed** – Individual or family that is at risk of losing housing, and does not qualify as homeless under another category, provided that:

- They have been notified to vacate their current residence or otherwise demonstrates high risk of losing current housing; and
- They lack the resources or support networks to obtain other permanent housing.

**v. Allowable Costs.** Costs associated with operating a shelter, such as:

- Lease or rent payments for the shelter;
- Utilities (includes water, sewer, garbage, gas, electricity, internet, phone) for the shelter;
- Security equipment or service to operate the shelter;
- Janitorial supplies and service to operate the shelter;

- Staff costs essential for day-to-day operations;
- Minor maintenance/ repairs to the shelter:
  - Reference [“Emergency Shelters: Distinguishing Between Renovation/ Conversion and Maintenance Activities”](#) for clarification between allowable maintenance costs and unallowable conversion/ renovation costs;
  - For activities beyond maintenance/ repair that meet the definition of rehabilitation and are essential;
- Furnishings for the shelter necessary for operation and bed capacity;
- Food for shelter settings; and
- Costs to board and care for shelter guests’ animals, such as boarding costs, kennels, leashes, food, toys, and veterinary services not available or inaccessible within the community (all costs must be limited and reasonable).

**b. Housing Focused Activities.** Activities that seek to lower barriers for people experiencing homelessness or housing instability. These activities must actively coordinate services and supports to help people exit homelessness, reduce barriers to rehousing and ensure housing stability. Housing focused activities include, but are not limited to:

- Rental housing costs such as rent payments, arrears, deposits and fees required for move in, pet rent/ deposit, manufactured home rental space “lot rent” if used for primary housing, prepaid rent if accepted by landlord as incentive;
- Utility deposits, payments, and arrears (inclusive of water, sewer, garbage, gas, electricity, phone, and internet);
- Moving costs (inclusive of storage, van/ truck rental, and one-time purchase of move-in necessity basics);
- Housing focused transportation costs such as bus/ train passes, gas vouchers, and rideshare/ cab fares; and
- Housing focused case management costs such as assessment, development of individualized housing service plans, housing search and placement, coordinating access to other resources essential to obtaining and retaining housing, and conducting follow-up and re-evaluation.

**c. Capacity Building.** Activities aimed to improve Grantee’s ability to deliver homeless services and strengthen community efforts around supporting people experiencing homelessness, including, but not limited to:

- Technical assistance related to topics such as:
  - Grant administration and management, fiscal training, policy refinement and development;
  - Strategy planning and development around homeless supportive services, homeless services best practices, system design, and other critical areas of learning and growth;
  - Developing or improving data collection methods that inform programmatic improvements;

- Training for staff or community partners to promote skill development of those who participate and work on addressing homelessness in the local community; and
- Homeless Management Information System (“HMIS”) and coordinated entry training, support, and continued education.

**d. Street Outreach.** Activities to engage people experiencing homelessness where they are (on the streets, in encampments, or other non-shelter locations). The goal of street outreach is to build trust and connect individuals to critical services including, but not limited to:

- Housing navigation;
- Placement services;
- Sanitation services;
- Basic needs supplies;
- Training; and
- Transportation.

#### 4. ALLOWABLE COSTS

**a. Grant Fund Limitations.** Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period. The following requirements and limitations apply to the Grant Funds:

Budget Category	Requirements and Limitations
Shelter Operations	At least 50% of the Grant Funds must be spent on Shelter Operations.  (Reference Exhibit A, Part 3.a.v.)
Housing Focused Activities	Not applicable
Capacity Building	No more than 15% of the Grant Funds can be spent on Capacity Building.  (Reference Exhibit A, Part 3.c.)
Street Outreach	Not applicable
Administrative Costs (Regional Grant Administrator)	Grantee may retain and use up to 2% of the Grant Funds allocated to subgrantee direct service providers, for Grantee’s Administrative Costs.
Administrative Costs (Direct Service Provider)	If Grantee provides direct services, Grantee may use up to 8% of its direct service allocation for Administrative Costs.

**b. Minimum Shelter Bed Capacity and Direct Service Allocations.** Grantee must continue to ensure at least the minimum shelter bed capacity shown in the table below. Grantee must notify Agency immediately and in writing if Grantee or any subgrantee plans to reduce hours of

operation, shelter bed capacity, or services provided; or plans to close shelter services altogether.

Grantee must further allocate Grant Funds to subgrantee direct service providers, by written agreement. If a direct service provider is not required to provide shelter beds, Grantee may allocate Grant Funds for housing focused activities, capacity building, and/or street outreach, in Grantee's sole discretion. Grantee must specify the type(s) and level(s) of services required in the written agreements between Grantee and its subgrantees. Grantee's allocations to direct service providers must be in amounts sufficient to maintain the specified minimum shelter bed capacity and provide other direct services required by Grantee. Prior to finalizing direct service allocations, Grantee must obtain Agency's written approval of the methodology used to determine allocations. Subgrantee direct service providers may use up to 8% of their direct service allocation for Administrative Costs, regardless of whether a specific amount is specified.

<b>Region</b>	<b>Direct Service Provider</b>	<b>Shelter/ Program Name</b>	<b>Minimum Shelter Bed Capacity</b>
Clackamas County	Salvation Army	Salvation Army West Women's Emergency Shelter	60
	AntFarm	Rural Outreach Program	0
	Clackamas Women's Services	Rapid Rehousing	0
	The Immigrant Refugee Community Organization	Rapid Rehousing	0
	Northwest Family Services	Rapid Rehousing	0
	Northwest Housing Alternatives, Inc.	Rapid Rehousing	0
	Parrott Creek	Rapid Rehousing	0
	Up and Over, LLC	Rapid Rehousing	0
	The Father's Heart Street Ministry	LoveOne Program	0
<b>Total, Minimum Shelter Bed Capacity:</b>			<b>60</b>

## 5. PROJECT MONITORING, REPORTING, AND PERFORMANCE MEASURES

### a. Monitoring

- i. Agency may monitor Grantee's activities, including Grantee's policies and procedures for monitoring any subgrantees, to ensure Grantee and any subgrantees comply with the terms of this Grant and the use of the Grant Funds. Monitoring activities may include any action deemed necessary and appropriate by Agency, including, but not limited to the following activities:
  - On-site or remote Records review;
  - Conducting audits;
  - On-site inspections;

- Evaluating Grantee’s activities and progress; and
- Providing training or technical assistance.

ii. Agency may use third parties to assist with monitoring activities.

**b. Reporting**

- i. Grantee must, and must cause and require its subgrantees by written agreement, to ensure that data collection and reporting, which may include Confidential Information or personally identifiable information, is conducted through Agency-approved systems, including HMIS or HMIS-comparable systems for victim service providers, and follows applicable policies and procedures of Agency. Grantee must also provide technical assistance to its subgrantees, and may request assistance from Agency as needed.
- ii. Grantee must, and must require its subgrantees by written agreement to, submit to Agency the following reports, in a format satisfactory to Agency. At Grantee’s discretion, Grantee may permit its subgrantees to submit reports to Grantee instead of Agency. Grantee must coordinate the reporting process and must ensure all reports are submitted to Agency by the due dates described below:
  - A. Monthly System Query Report.** Activities funded with this Grant must be included in the monthly disaggregated HMIS data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Reports are due 20 days following the end of each month. Reports must be transmitted in a format and method as directed by Agency.
  - B. Monthly Housing Inventory Count (HIC) Report.** Activities funded with this Grant, including bed/ unit inventory and utilization rates, must be included in the Monthly HIC Report. Reports are due 20 days following the end of each month. Reports must be transmitted in a format directed by Agency. Reports must be submitted to Agency’s Grant Administrator and [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov).
  - C. Annual System Performance Measure (SPM) Report.** Activities funded with this Grant must be included in the Annual SPM Report. Data for the Annual SPM Report can be found in the WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Reports are due upon Agency’s request, which will be after the SPM deadline in HUD HDX. Reports must be submitted to Agency’s Grant Administrator and [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov).
- iii. Grantee may request a reporting deadline extension by sending an email to Agency’s Grant Administrator and [HCS.REPORTING@hcs.oregon.gov](mailto:HCS.REPORTING@hcs.oregon.gov) at least 7 days prior to the deadline. To be effective, extensions must be approved in writing by Agency’s Grant Administrator.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

**c. Performance Measures**

- i. Grantee must maintain the minimum shelter bed capacity specified in this Grant. Agency will monitor net bed loss.
- ii. Agency will monitor Grantee's ability to effect increased housing stability as measured by the number of households who exit the Program into permanent housing and the number of households who exit the Program into unsheltered homelessness.

**6. DISBURSEMENT PROVISIONS**

Agency will disburse the Grant Funds using OPUS, on a cost incurred quarterly basis upon receipt of Grantee's Request(s) for Funds (RFF) disbursement.

With each RFF, Grantee must submit supporting expenditure documentation satisfactory to Agency, including, but not limited to a general ledger excerpt or equivalent accounting documents that detail Grantee's expenditures. Supporting documentation must specifically note the amount of Grant Funds provided to each subgrantee direct service provider.

Agency may require additional information or clarification as it deems necessary or appropriate in its sole discretion. Grantee's final RFF must be received within 45 calendar days following expiration or termination of this Grant.

Grantee may request, or Agency may, on its own initiative, provide, advance disbursement of Grant Funds. Such a request must minimize the time between the disbursement of Grant Funds and the expenditure of Grant Funds. Requests for advance disbursements must be limited to the minimum amount needed for Grantee's actual, immediate cash requirements to fulfill this Grant. Grantee's financial management systems must provide for fund control and accountability.

Approval of Grantee's request for advance disbursement will be at Agency's sole discretion. If Agency provides an advance disbursement of Grant Funds, Grantee must submit supporting expenditure documentation for the advanced Grant Funds. Before a request for an advance disbursement will be considered by Agency, Grantee must be current in its submittal of supporting expenditure documentation.

## **EXHIBIT B INSURANCE**

### **INSURANCE REQUIREMENTS:**

Grantee shall obtain at Grantee's expense the insurance specified in this exhibit prior to performing under this Grant. Grantee shall maintain such insurance in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee 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 Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee maintains broader coverage and/or higher limits than the minimums shown in this exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee.

### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Grantee, 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). Grantee shall require and ensure that each of its subgrantees and contractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee is an employer subject to any other state's workers' compensation law, Grantee 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.

As applicable, Grantee shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

### **COMMERCIAL GENERAL LIABILITY:**

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

### **AUTOMOBILE LIABILITY INSURANCE:**

Grantee shall provide Automobile Liability Insurance covering Grantee'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 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:**

Grantee shall provide Professional Liability Insurance covering any damages caused by an error, omission, or any negligent acts related to the activities to be conducted under this Grant by the Grantee and Grantee's subgrantees, contractors, agents, officers, or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee shall provide Continuous Claims Made coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Grantee shall provide Network Security and Privacy Liability Insurance for the duration of this Grant and for the period of time in which Grantee (or its business associates, subgrantees, or contractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency 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 Agency data.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:**

Grantee shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Grantee. Coverage limits not less than \$100,000.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Grantee's primary and excess liability policies are exhausted.

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.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability, and Network Security and Privacy Liability (if applicable), required under this Grant must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as

Additional Insureds, but only with respect to Grantee's activities to be performed under this Grant. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Grantee or the Grantee's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all activities required under the Grant, or
- (ii) Agency or Grantee termination of this Grant, or
- (iii) The expiration of all warranty periods provided under this Grant.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any activities required under this Grant. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this exhibit.

**NOTICE OF CHANGE OR CANCELLATION:**

Grantee or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Grantee agrees to periodic review of insurance requirements by Agency under this Grant and to provide updated requirements as mutually agreed upon by Grantee and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

*(The remainder of this page has been left intentionally blank.)*

## EXHIBIT C ONLINE SYSTEMS

1. **Sites.** Grantee and its subgrantees must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Housing Stabilization Module (HSM) Allita, Homeless Management Information System (HMIS), or other Agency-approved systems (the “Sites”) at the time of client intake for this program. Exceptions are only allowed with prior written approval by Agency.
2. **Sites’ Terms and Conditions.** As a condition of use of the Sites, Grantee and its subgrantees (“User”) agrees to all Agency terms and conditions contained in this Grant, notices on the Sites, or as otherwise directed by Agency. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, at its discretion, to update or revise the Sites’ terms of use. Continued use of the Sites constitutes acceptance of the Sites’ terms and conditions.
3. **Local Data Collection.** Use of the Sites for additional reported “local” program data is at the Grantee’s own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.
4. **Data Rights.** Grantee hereby grants and will require and cause any subgrantee to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Grant. Grantee also shall use and shall require and cause its subgrantees to use client release forms and privacy policy forms (samples provided by Agency) in connection with obtaining and transmitting client data. Nothing in this section requires Grantee or its subgrantees to disclose information in violation of any applicable confidentiality or privacy law, including but not limited to HIPAA, 42 CFR Part 2, FERPA, or Oregon health and mental health privacy statutes.
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