Central Oregon Multi-Agency Coordination (MAC) Group

Agenda

Wednesday May 1, 2024

10am-11am

ONLINE ONLY – Zoom link:

https://us06web.zoom.us/j/81044606757?pwd=bO6jg5xwmjXo7rRNPVklH4ZXQumAdL.1

Meeting ID: 810 4460 6757 Passcode: 220477 Phone: 16694449171

10:00-10:05

- Welcome, please enter your name and organization in the chat — Tammy Baney, COIC

10:05-10:40

- MAC Funding/Projects Update — Katie Carter, COIC
  - SB 5511 Request for Application
- Planning Committee & Alignment Efforts — Erik Nelson, COIC
  - LTRA Template Updates

10:40-10:55

- Feedback and Input from Members — Tammy Baney, COIC
  - Who is missing from being part of this group?
  - Anything else?

10:55-11:00

- Next meeting — Tammy Baney, COIC

Documents to be reviewed:

Request for Application SB 5511
SB 5511 Client and Expense Eligibility
Senate Bill 5511 IGA 8020
HMIS-ROI-approved-10.2017

Next Meeting: May 15, 2024 10am-11am

REQUEST FOR APPLICATIONS

SB 5511 Sustaining Efforts of Executive Order 23-02
Oregon's Emergency Homelessness Response

1 Background

On January 10, 2023, Governor Tina Kotek issued Executive Order (EO) 23-02, which declared a state of emergency due to homelessness. The EO provided one time funding through House Bill (HB) 5019 to rapidly expand the State's low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. Senate Bill (SB) 5511 is intended to sustain those initial investments to ensure that shelters, outreach positions, and other Program related functions continue to receive funding. SB 5511 provides for continuity of operations by funding services related to the following:

a. Shelter - Operational costs to maintain shelter beds created utilizing HB 5019 funding;
b. Unit Access - The costs related to maintaining landlord engagement and supports; as well as services related to block leasing arrangements to help maintain unit access for people rehoused through HB5019; and
c. Street Outreach - Costs to maintain local service provider staffing related to outreach and navigation to shelter.

This RFA is specifically addressing Unit Access and Street Outreach funding. Shelter funding was only to sustain shelter beds created through HB 5019 and has already been awarded.

2 Central Oregon Intergovernmental Council and the Continuum of Care

Resources will be delivered to Central Oregon Intergovernmental Council, the Collaborative Applicant for Central Oregon's Continuum of Care – The Homeless Leadership Coaling (OR-503), and the distribution of funds will be overseen by Central Oregon's Multi Agency Coordination (MAC) group.

3 Funding Timeframe

January 10, 2024, to June 30, 2025 **(One time funding)**

4 Focus on Permanent Housing

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

Central Oregon Intergovernmental Council
1250 NE Bear Creek Rd, Bend, OR 97701
(541) 548-8163 – Fax: (541) 923-3416

5 **No supplanting of funds**

Subrecipient may not use funds under SB 5511 to supplant other funds available for the same purpose.

6 Nondiscrimination

Subrecipients are required to comply with all state and federal statutes relating to nondiscrimination and cannot discriminate based on race, color, national origin, religion, gender, familial status, disability (federal) or marital status, sexual orientation, gender identity or source of income (state), or any other legally protected status.

7 **Funding available through this RFA:**

Category of Funding	**Total Funding**
Street Outreach	$ 499,641
Unit Access	$ 1,700,000
Administration	$ 124,009
TOTAL FUNDING	**$ 2,323,650**

8 Use of Grant Funds

Grant Funds may be utilized for the following purposes:

i. Street outreach services, including housing navigation and placement services.
ii. Sanitation Services
iii. Unit access services, including landlord engagement and block-leasing strategies for people exiting homelessness. Costs may also include paying for damages or past due housing debt to secure new units and resources. Supportive housing services may be provided for block-leased units and for households that are rehoused through SB5511 to ensure participants are able to stay securely housed and landlords are supported for various needs.
iv. Administrative Costs, which may include:
    a Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
    b General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
    c Board expenses (excluding meals);
    d Planning and implementation of MAC group infrastructure;
    e Organization-wide membership fees and dues specific to the Program;
    f General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
    g Equipment rental/purchase, insurance, utilities, and IT costs that are not specific to the

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Program but relate to the administration of the recipient as a whole.

9 **Client Eligibility**

Household must meet one of the following Housing Status criteria for Street Outreach and Unit Access Client Eligibility:

i. Category 1: Literally Homeless
ii. Category 2: Imminent Risk of Homelessness
iii. Category 3: Homeless Under Other Federal Statutes
iv. Category 4: Fleeing/Attempting to Flee Domestic Violence
v. Category 6: Unsheltered Homelessness

**Grant Funds are not allowable for households that are Category 5: Unstably Housed. Other funding is available to serve this population.*

10 **Performance Measures**

Subrecipients shall conduct the Grant Activities to achieve the following performance goals:

i. Increased outreach contacts and increased percentage of "engaged" outreach participants, as defined by the HUD HMIS Data Standards.
ii. Number of, and the increase of, landlords who participate in unit acquisition and block-leasing.
iii. Data entry completeness and timeliness, in accordance with CoC Data Quality Plans and HUD HMIS Data Standards.

11 **Evaluation Criteria**

Applications to be reviewed by grants committee, with priority placed upon the following criteria:

i. Services to priority populations;
ii. Area(s) of Service;
iii. Innovative Project Proposals;
iv. Coordinated Entry System Engagement; and
v. Previous recipients of HB 5019 Funding

12 Grievance and Appeals Process

Subrecipients are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievances.

13 Limited English Proficiency

Subrecipients must have a Limited English Proficiency (LEP) policy document that describes how the subrecipient identifies LEP populations in their service area and the actions they take to provide language assistance and to address language barriers. The policy must also state the type and frequency of staff training to learn how to work with LEP people, how the level of success of the policy will be identified and how changes will be made if needed. LEP applies to those who have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

14 **Data Entry**

Subrecipients are required to enter SB 5511 client data into the WellSky Homeless Management Information System (HMIS), except for data of victims of domestic violence clients, which must be entered into a comparable database that meets HMIS standards, like Osnium. Subrecipients are

responsible for acquiring and documenting informed written consent from program participants and protecting their confidentiality.

Subrecipients are required to enter reliable, valid, and accurate SB 5511 related participant and service data into HMIS in a timely manner. Both an HMIS entry/exit and HMIS Service Transactions are to be entered into HMIS. Each allowable service must be represented with a Service Transaction. Same-day services will have the same Service Start and End Date. Service Transactions for program costs, including all payments, arrearages, deposits, fees, landlord engagement and client non-categorical services, must include an HMIS Fund Source and amount.

Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. For all project types, Subrecipients should enter data within 72 hours of program enrollment. To ensure timely and accurate data reporting to OHCS, Subrecipients will have until the 15th of each month to complete data entry for all services provided during the previous calendar month.

Application Instructions

- ✓ **Submit the application via email by 11:59 p.m., Sunday, May 19, 2024, to kbanner@coic.org.**
- ✓ **Program narrative questions may be no more than five (5) letter- sized pages.**
- ✓ **The proposal must be in 12-point font with one-inch margins.**
- ✓ **Incomplete proposals, or proposals exceeding the page limit, will not be considered.**
- ✓ **Failure to meet any of the application guidelines may result in disqualification of the proposal.**

This is a reimbursement grant. If you are a successful applicant, your agency will submit an invoice each month to COIC for payment.

For questions or to obtain an application, please contact Kimberly Banner, kbanner@coic.org or 541-548-8163.

APPLICATION DEADLINE
11:59 p.m., Sunday, May 19, 2024

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SB 5511

Sustaining Efforts of EO 23-02 Oregon's Emergency Homelessness Response

Funding from Senate Bill (SB) 5511 has been 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 initiatives, provide capacity support for culturally responsive organizations, and for the administration of support relating to the initiatives.

Client Eligibility

Client Evaluation. Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

Category 1 **Literally Homeless**	• Living in a primary nighttime residence that is not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground); • Living in an operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs) • Exiting an institution where residency was 90 days or less AND who resided in a shelter or place not meant for human habitation immediately before entering that institution.
Category 2 **Imminent Risk of Homelessness**	Individual or family that will lose their primary nighttime residence provided that: • Primary nighttime residence will be lost within 14 dates of the date of application for homeless assistance; • No subsequent residence has been identified; AND • Individual or family lacks the resources or support networks needed to obtain other permanent housing.
Category 3 **Homeless Under Other Federal Statutes**	Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who: • Are defined as homeless under other listed federal statues; • Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to Program 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 of time due to special needs or barriers. Federal Statues include RHY, Head Start Act, VAWA, McKinney-Vento Act
Category 4 **Fleeing/Attempting to Flee Domestic Violence**	• Is fleeing, or attempting to flee, domestic violence; • Has no other safe residence; AND • Lacks the resources of support networks to obtain other permanent housing.
Category 6 **Unsheltered Homelessness**	Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

NOTE: Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

SB5511 *(Continuation of EO 23-02 Work)*

Quick Reference Table

Program Area	Eligible Expenses	
Emergency Shelter*	◦ Acquisition and Construction ◦ Administrative Costs ◦ Conversion, Rehabilitation, & Renovation ◦ Coordinated Entry Planning & Delivery ◦ Data Collection & HMIS	◦ Shelter Operations, Services, & Support ◦ Shelter Utilities & Maintenance ◦ Technical Assistance ***All SB 5511 funded shelters must meet habitability and low-barrier shelter requirements***
Unit Access (UA)	◦ Administrative Costs ◦ Block Leasing for Rehousing ◦ Conversion, Rehabilitation, & Renovation ◦ Coordinated Entry Planning & Delivery	◦ Data Collection & HMIS ◦ Landlord Engagement ◦ Landlord Incentives ◦ Technical Assistance ***SB 5511 Unit Access funds cannot be used for acquisition and new construction***
Street Outreach	◦ Administrative Costs ◦ Case Management ◦ Housing Navigation ◦ Placement Services	◦ Sanitation Services ◦ Street Outreach Services ◦ Technical Assistance
Ineligible Expenses	☒ *Expansion of New Shelter Beds* ☒ *Rental Assistance* ☒ *Rehousing Costs for New Households*	☒ *Unit Access New Construction* (excluding shelter) ☒ *Unit Access Acquisition* (excluding shelter)

Administrative

Eligible administrative costs up to the limit outlined in Region's Community Plan including, but not limited to:

- Senior executive management personnel salaries and benefits *(unless they are directly involved in Program operations*), administrative staff travel costs;
- General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
- Board expenses *(excluding meals)*;
- Planning and implementation of MAC/LPG infrastructure;
- Organization-wide membership fees and dues specific to the Program;
- General agency facilities costs *(including those associated with executive positions),* such as rent, depreciation expenses, and operation and maintenance *(as part of the organization's direct or indirect cost allocation plan);* and
- Equipment rental/purchase, insurance, utilities, and IT costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Shelter

Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms including, but not limited to, Sections 2(F) and 2(G) of Region's Grant Agreement Exhibit A.

Acquisition means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.

Conversion means the process of changing or causing change from one form to another; changing the function of a piece of property from one use to another.

Rehabilitation means action taken to return a property to a useful state by means of repair, modification, or alteration. Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of Region's Grant Agreement.

Habitability Standard Requirements

All EO 23-02 funded shelters (both congregate and non-congregate) must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet the minimum standards are not allowed. Shelter units may be in the form of non-congregate free-standing units if they provide the following amenities: heat; electricity; the ability to lock and close a door; showers and restrooms on-site; hard-surface walls and roofing; and food preparation facilities available on-site, or with an action plan to provide meals to shelter residents.

Low-Barrier Shelter Requirements

All EO 23-02 funded shelters (both congregate and non-congregate) must meet low-barrier shelter requirements. Low-barrier policies allow homeless individuals and households to

access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. Emergency shelter beds created or maintained by EO 23-02 funds must be low barrier, focus on assessment and triage, and facilitate access to permanent housing resources so that people move through to housing quickly.

Street Outreach

Eligible services including housing navigation, placement services, and sanitation services.

Unit Access

Eligible costs, including landlord engagement to secure available units and block-leasing strategies for people exiting homelessness. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.

Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.

Block Leasing

Block leasing is a type of lease that gives the lessee the right to control and sublease the property during the lease, while the owner retains the legal title. For example, a housing authority or service provider would be the lessee, allowing them to sublease the property to its clients. An example of an eligible expense would be those related to a property manager on site as part of the block leasing agreement.

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Intergovernmental Grant Agreement

Senate Bill 5511: Sustaining Efforts of Executive Order 23-02 Oregon's Emergency Homelessness Response
Agreement No.8202

This Agreement (this "Agreement") is by and between the State of Oregon ("State"), acting by and through its **Oregon Housing and Community Services Department** ("OHCS" or "Agency"), and **Central Oregon Intergovernmental Council** an Oregon local government entity ("Recipient"), each individually a "Party", and collectively the "Parties".

Recitals:

A. This agreement is funded with: Funding from Senate Bill (SB) 5511 has been 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 initiatives, provide capacity support for culturally responsive organizations, and for the administration of support relating to the initiatives.
B. Recipient is willing to execute this Agreement to obligating itself to comply with the terms and conditions hereof and to fulfill its obligations in a manner complementary to and in furtherance of the obligations arising from and contained within this agreement.

Agreement:

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

1. Incorporation

a. The foregoing recitals are incorporated herein by reference. However, the Recitals shall not be deemed to modify the express provisions hereinafter set forth.
b. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

(1) Exhibit A: Grant Activities
(2) Exhibit B: Insurance Requirements

There are no other documents unless specifically referenced into this Agreement

c. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence's shall control. The documents

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comprising this Agreement shall be in the following order of precedence: this Agreement less exhibits, Exhibits A and B.

2. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is $10,527,194.00. Agency will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. Agency will disburse the grant to Recipient as described below.

3. **Activities to be Performed:**

   i. Recipient shall perform the activities described in Exhibit A, Activities (the "Activities") in accordance with the terms and conditions of this Agreement and all applicable laws. Recipient must perform its obligations hereunder efficiently, effectively, and within applicable Agreement timeframes, to the satisfaction of Agency. All references to "days" in this Agreement shall mean calendar days.

4. **Effective Date and Duration**

   This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, whichever date is later. Recipients' performance of the program described in Exhibit A shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit A. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025.** Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

5. **Background and Definitions**

   The Parties acknowledge the following background related to this Agreement:

   a. On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. Through the passage of House Bill 5019 (2023) by the Oregon Legislative Assembly, resources were delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that were included within the emergency declaration as determined by Agency. CoCs were required to complete and submit for approval of a Community Plan that outlines the specific strategies and commitments to accomplish the goals ("the Plan"). Although CoCs will not be held to the specific goals and milestones within their Plan, it will still be used as a framework. Agency supported such communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

      i. Prevent homelessness for 8,750 households statewide;

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ii. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and

iii. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency deployed Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the "Program").

b. Additionally, Agency has received funding from Senate Bill (SB) 5511 to continue to build upon the initial investments made from House Bill (HB) 5019 (2023) to ensure that shelters, outreach positions and other Program related functions continue to receive funding are. SB 5511 provides for continuity of operations by funding services related to the following aspects of the Plan:

i. Operational costs of maintaining shelter beds created utilizing HB 5019 funding;

ii. The Costs related to maintaining landlord engagement and supports; as well as services related to block leasing arrangements to help maintain unit access for people rehoused through HB 5019; and

iii. Costs to maintain local service provider staffing related to outreach and navigation to shelter.

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

6. Authorized Expenses:

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced in this Agreement ("Authorized Expenses"), but not to exceed **$10,527,194.00** (the "Grant Funds"), as follows:

6.1 Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount of **$10,527,194.00**, following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from January 10, 2024 until June 30, 2025 (the "Performance Period"). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation ("NOA") issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 6.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will control.

7. Grant Activities

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Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the "Grant Activities"), which is attached to and incorporated into this Agreement. Recipient's receipt of Grant Funds is conditioned on Recipient's compliance with Exhibit A, including but not limited to any performance measures set forth in Exhibit A.

8. Authorized Representatives

5.1 Agency's Authorized Representative is:

Liz Hearn
725 Summer Street NE, Suite B
Salem, OR 97301
Liz.Hearn@hcs.oregon.gov

5.2 Recipient Information and Certification.

Tammy Baney
1250 NE Bear Creek Rd
Bend, OR 97701
tbaney@Coic.org

5.2.1 Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient 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. Recipient further acknowledges that in addition to the remedies under this Agreement, 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 the Recipient;
(2) The information shown in Section 5.2. "Recipient Information", is Recipient's true, accurate and correct information;
(3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
(4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*;

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(5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: *https://www.sam.gov/SAM*;
(6) Recipient is not subject to backup withholding because:
    (a) Recipient is exempt from backup withholding;
    (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
    (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
(7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

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

6. Online Systems

6.1 Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the "Sites") at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.

6.2 As a condition of use of the Sites, Recipient and its subrecipients (collectively, "User") agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.

6.3 Use of the Sites for additional reported "local" program data is at the Recipient's and subrecipients' 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.

6.4 Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.

6.5 Recipient understands and agrees, and shall require its subrecipients to agree, 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 merchantability, fitness for a particular purpose, or non-infringement. Agency does not

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represent or 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 in the Content 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. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.

6.6 Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

7. Headings

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

8. Amendments

The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever, except in writing by Agency.

9. Nonexclusive Remedies Related to Funding

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

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

10. Independent Contractor Relationship

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

11. Access to Records

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

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other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

12. Compliance with Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable law.

13. Contribution

13.1 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 13 with respect to the Third-Party Claim.

13.2 With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim), Agency 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 by Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient on the other hand 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

13.3 With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient 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 by Agency in such proportion as is appropriate to reflect the relative fault of

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Recipient on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency on the other hand 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

13.4 Recipient shall take all reasonable steps to cause its contractor(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 ("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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnitee are subject to compliance with applicable provisions of ORS chapter 180.

14. Recipient Default

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

14.1 Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or

14.2 Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

14.3 Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.

15. Agency Default

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

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16. Remedies

16.1 In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under this Agreement or setoff, or both.

All of the above remedies in this Agreement 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.

16.2 Prior to any termination of this Agreement by Agency, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in this Agreement or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days' written notice as provided herein or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

16.3 In the event Agency is in default under any section of this agreement, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Agreement, Recipient shall promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Funds

17.1 If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in

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writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

17.2 Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

18. Termination

18.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

18.2 Agency may terminate this Agreement as follows:

18.2.1 Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

18.2.2 Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

18.2.3 If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in this Agreement; or

18.2.4 As otherwise expressly provided in this Agreement.

18.3 Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

18.4 Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

19.1 Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

19.2 Recipient shall require its subcontractors to maintain insurance coverages that meet or exceed Recipient's standard policies and practices with respect to the subcontracted activities, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with

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applicable industry standards.

19.3 Project Insurance. In addition to any other insurance required under this Agreement, Recipient must ensure that the real property and improvements (collectively, the "Property") related to the Grant Activities is insured against liability and risk of direct physical loss, damage or destruction in types and amounts at least to the extent that similar insurance is customarily carried by entities developing, constructing, and maintaining similar property and facilities. Types and amounts of insurance may include, but are not limited to: workers' compensation insurance, commercial general liability, auto liability (including necessary coverage if transporting hazardous material), professional liability (including professional liability for the design, architecture, and engineering of the Property), pollution liability (including necessary lead and/or asbestos coverage), and builder's risk insurance. Insurance shall be maintained until the Recipient no longer has an insurable interest in the Property.

19.4 All insurance will be written by a company or companies reasonably acceptable to Agency; will require reasonable, but not less than thirty (30) days, prior written notice to Agency of cancellation or non-renewal; will contain waivers of subrogation and endorsements that no act or negligence of Recipient or any occupant will affect the validity or enforceability of such insurance as against Agency. As proof of insurance, Recipient will forward to Agency, upon request, certificates evidencing the coverage required under this Agreement and copies of all policies. Acceptance of such proof of insurance by Agency does not constitute approval or agreement that the insurance related to the Grant Activities is adequate. Recipient must provide at least thirty (30) days' written notice to Agency of any significant changes, including, but not limited to, cancellations and non-payment, to the policy that would affect the coverage.

19.5 Casualty/Loss Restoration. After the occurrence of any casualty to the Property, Recipient will give prompt written notice of the casualty to Agency, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Property. In the event of any casualty to the Property, Recipient will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any improvement, removal of debris, and/or grading the site. Recipient, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Recipient may be entitled to receive with respect to any casualty. In the event Recipient desires to rebuild or restore the Property, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Agency will have the right to review and approve of reconstruction plans and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Recipient is in default under this Agreement. If Recipient (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Recipient's obligations under this Agreement, subject to the rights of an approved senior mortgage lender, if any.

20. Availability of Funds

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement 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 Agreement. Nothing in this Agreement 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.

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21. Governing Law

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") between Recipient and Agency or the State of Oregon 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, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

22. Notice.

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate. Any notice so addressed and mailed becomes effective five 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.

23. Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

24. Intended Beneficiaries

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.

25. Assignment

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

26. Subcontracts

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Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

27. Merger; Waiver

This Agreement 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 Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by the applicable Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

28. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

[Signature Pages Follow]

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29. Signatures

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

STATE OF OREGONS acting by and through its Oregon Housing and Community Services Department

DocuSigned by:
Laura Al Omrani
01AE5564C354...
OHCS Designated Procurement Officer or delegate — 1/10/2024 Date

DocuSigned by:
Liz Hearn
CB4F7280638D4A6...
Agreement/Contract Administrator — 1/10/2024 Date

Local Government

DocuSigned by:
Tammy Baney
0EDEC80BC49C46E...
Local Government — 1/10/2024 Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approved By: Melinda De Bruyne, Email on file — 01/08/2024 Date

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Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. Through the passage of House Bill 5019 (2023) by the Oregon Legislative Assembly, resources were delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that were included within the emergency declaration as determined by Agency. CoCs were required to complete and submit for approval of a Community Plan that outlines the specific strategies and commitments to accomplish the goals ("the Plan"). Although CoCs will not be held to the specific goals and milestones within their Plan, it will still be used as a framework. Agency supported communities in deploying funds, in a coordinated effort to accomplish the following objectives:

A. Prevent homelessness for 8,750 households statewide;

B. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and

C. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency deployed Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the "Program").

Additionally, Agency has received funding from Senate Bill (SB) 5511 to sustain the initial investments made from House Bill (HB) 5019 (2023) to ensure the shelters, outreach positions and other aspects of the Program are continually funded under the Program. SB 5511 will provide for the continuity of operations funding for services related to the following aspects of the Plan:

A. The operational costs of maintaining shelter beds created utilizing HB 5019 funding;

B. The costs related to maintaining the landlord engagement and supports, as well as services related to block leasing arrangements to help maintain unit access for people rehoused through HB 5019; and

C. Maintenance of local service provider staffing related to outreach and navigation to shelter.

2. Grant Activities.

A. Regional Unsheltered Homelessness Emergency Response Plan. Prior to eligibility for HB 5019 funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Agency that specifies, among other things: current (at time of submission) local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing

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stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan was included within the HB 5019 Agreements as Exhibit B in those agreements. This new Agreement will support the continued sustainability of what was set forth in those plans. The Plan along with this Exhibit A, defines the scope of grant activities ("Grant Activities") authorized for the purposes of this Agreement.

B. Compliance with Agreement. Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.

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

D. No Supplanting of Other Funds. Recipient may not use funds provided under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.

E. Client Evaluation. Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

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- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);

- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or

- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

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

- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;

- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program 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 of time due to special needs or barriers.

- Other Federal Statues include:

    - Runaway and Homeless Youth Action (42 U.S.C. 5701 et seq.);

    - Head Start Act (42 U.S.C. 9831 et seq.);

    - Subtitle N of the Violence against Women Act of 1994 (42 U.S.C. 14043e et seq.) (VAWA);

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- Section 330 of the Public Health Service Act (42 U.S.C. 254b);
- Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.);
- Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786); and
- Subtitle B of title VII of the McKinney-Vento Act (42 U.S.C. 11431 et seq.)

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family that:

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

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 6: Unsheltered Homelessness – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Shelter, Unit Access, and Street Outreach Client Eligibility Criteria:
  - Household must meet one the following Housing Status Criteria:
    - **Category 1: Literally Homeless**
    - **Category 2: Imminent Risk of Homelessness**
    - C**ategory 3: Homeless Under Other Federal Statutes**
    - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
    - **Category 6: Unsheltered Homelessness**

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- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

F. Low Barrier Shelter Requirement. Funding under this Agreement for shelter operation, acquisition, construction, conversion, and rehabilitation must only be utilized to sustain shelter bed capacity that meets the following definition of Low Barrier Shelter:

> Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. The emergency shelter beds added pursuant to this Agreement must be low barrier, focus on assessment and triage, and facilitate access to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the 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; and
- Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, Low Barrier Shelters may not impose a requirement to abstain completely from alcohol or drug use.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;

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- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and
- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services but otherwise meet the definition of Low Barrier Shelter as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan. Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity sustained in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. Habitability Requirements. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. 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

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- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

H. Use of Grant Funds. Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

i) Acquisition, construction, conversion, or rehabilitation of shelters that sustain the shelter beds created through HB 5019 funds, in accordance with the terms of this Agreement, including but not limited to Sections 2(F) and 2(G) of this Exhibit A.

(1) Acquisition means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
(2) Conversion means changing the function of a piece of property from one use to another.
(3) Rehabilitation means action taken to return a property to a useful state by means of repair, modification, or alteration.

ii) Shelter operations, services and supports for shelter beds that sustain capacity as determined in accordance with the terms of this Agreement.

iii) Street outreach services, including housing navigation and placement services.

iv) Sanitation services.

v) Unit access services, including landlord engagement and block-leasing strategies for people exiting homelessness. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.

vi) For all clients re-housed utilizing Grant Funds, Recipient was required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.

vii) Administrative costs up to the limit outlined in the Plan including, but not limited to:

(1) Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;

(2) General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;

(3) Board expenses (excluding meals);

(4) Planning and implementation of MAC group infrastructure;

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(5) Organization-wide membership fees and dues specific to the Program;

(6) General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and

(7) Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

3. Program Specific Reporting.

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved in writing by Agency and such approval may be granted or withheld in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during, the Performance Period and all other reportable information relating to the Performance Period:

A. Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by Agency. A file with aggregated data will be generated and provided to the Recipient to confirm their monthly data as complete and accurate. If needed, the Recipient will have 5 days to update or correct data in HMIS. Agency will re-run a final System Query Reports on the 25th of each month.

B. Monthly Housing Inventory (HIC) Bed/Unit Inventory updates by 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.

C. Biannual System Performance Measure Reports (SPMs) for the CoC and for Emergency Order funded projects (Reporting Group) are due 20 days following the end of each month. These are "canned" reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and share these reports will be provided by Agency. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.

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D. Requests for funds through the OPUS system must be submitted within 60 days of the end wof each quarter. A final request for funds must be submitted for all fiscal year expenses not previously reported within 60 days of each fiscal year end.

E. If Recipient reported shelter(s) under development in the Monthly Housing Inventory update, then Recipient must submit a narrative update in a manner prescribed by Agency by the last day of the month.

F. Recipient shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

A. Increased outreach contacts and increased percentage of "engaged" outreach participants, as defined by the HUD HMIS Data Standards.

B. Number of, and the increase of landlords who participate in unit acquisition and block leasing.

C. Percentage of individuals or households exiting shelter who are exiting into a permanent housing placements. Agency and Recipient to collectively determine the goal percentage rate for Recipient's individual CoC.

D. Data entry completeness and timeliness, in accordance with local CoC Data Quality Plans and HUD HMIS Data Standards.

5. Restrictive Covenants for Shelter Facilities

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

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Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years as described below.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below.

The Restrictive Use Period runs from the date the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	**Definition**	**Minimum Period of Use**
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years
Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years

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* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

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EXHIBIT B
INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit B prior to performing under this Grant Agreement. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient 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/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient 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/Recipient.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:
All employers, including Grantee/Recipient, 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/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain Employers' Liability insurance coverage with limits not less than $500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor 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/Recipient 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/Recipient 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 Agreement, 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 $1,000,000.00 per occurrence and not less than $2,000,000.00 annual aggregate limit.

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AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient'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**

Grantee/Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than $2,000,000.00 per claim and not less than $4,000,000.00 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/Recipient shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Network Security and Privacy Liability Insurance for the duration of this Grant Agreement and for the period of time in which Grantee/Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than $1,000,000.00 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.

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/Recipient'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.

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Additional Coverages That May Apply:

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Directors, Officers and Organization Liability Insurance covering the Grantee/Recipient'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 grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than $2,000,000.00 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Grantee/Recipient. Coverage limits not less than $ 5,000,000.00.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured must include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence and not less than $3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

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 Agreement 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/Recipient's activities to be performed under this Grant Agreement. 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/Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Grantee/Recipient'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.

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WAIVER OF SUBROGATION:
Grantee/Recipient shall waive rights of subrogation which Grantee/Recipient or any insurer of Grantee/Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee/Recipient 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/Recipient or the Grantee/Recipient'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/Recipient 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 Agreement, for a minimum of 24 months following the later of:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:
Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. 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 Agreement. 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/Recipient 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/Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE:
All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient 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 B.

SERVICEpoint®

HMIS/CMIS Release of Information for Data Sharing in Central Oregon

Northwest Social Service Connections' Homeless Management Information System / Client Management Information System (HMIS/CMIS) is a computer system that is used to collect and share information on homelessness and social services in throughout Central Oregon. The information gathered helps agencies plan and deliver services that help people in need. By sharing information with each other, agencies are able to simplify service delivery by tracking services and referrals provided to the persons they serve.

Maintaining the privacy and safety of those using our services is very important to us. The HMIS/CMIS runs in compliance with all Federal and State laws and codes, including Health Insurance Portability and Accountability Act (HIPAA). Every person and agency that is authorized to read or enter information into the database has been trained on client confidentiality policies and has signed an agreement to maintain the security and confidentiality of the information. Any person or agency that is found to violate their agreement may have their access rights ended and may be subject to further penalties.

Services will not be denied should you choose not to share information. Information will still be collected and entered because of our federal and state requirements. **Certain minimum client information is shared throughout our HMIS/CMIS in order to avoid creating duplicate client records.** Authorized HMIS/CMIS persons at participating community agencies will be able to see the following data elements of all client records:

- First Name
- Last Name
- Date of Birth
- Veteran Status
- Gender
- Social Security Number (required for specific services)

Please read the following statements (or ask to have them read to you), and make sure you have had an opportunity to have your questions answered.

I UNDERSTAND THAT:

- The partner agencies may share basic identifying information about the people they serve with other parties working to end homelessness and provide other social services.
- The release of my information does not guarantee that I will receive assistance.
- I will not be denied services if I refuse to consent to data sharing.
- This authorization will remain in effect 7 years after my latest project exit unless I revoke it in writing. I may revoke authorization at any time by signing a written statement or Revocation form.
- I understand that cancelling my authorization will not change information that has already been given out or actions already taken, but the revocation will be effective as of that date.
- I have the right to see my HMIS/CMIS record, ask for changes, and to have a copy of my record from this agency upon written request.
- I have the right to file a complaint if I feel I have been harmed in some way by the use of HMIS/CMIS.
- I have the right to receive a copy of the HMIS/CMIS Notice to Clients of Uses and Disclosures.

Maintaining the privacy and safety of those using our services is very important to us. Your record will only be shared if you give us permission to do so. There may be risks and/or benefits

for you to consider before you decide whether or not to consent to the release of information. You cannot be denied services that you would otherwise qualify for if you choose not to share information. However, even if you choose not to share with other, we must still report some information because of our federal and state requirements.

By writing your initials below, I agree to share the following level of information with other Northwest Social Service Connections' HMIS/CMIS partner agencies:

_____1) I agree to share Client Record [Name, SSN, and Veteran Status], Demographics [including DOB, Gender, Race, and Ethnicity], Program Enrollment and Exit Information, Assessment Information, Information about the Nature of your situation, Services and Referrals you receive from our agency and contacts information via the Northwest Social Service Connections' HMIS/CMIS with other Northwest Social Service Connections' HMIS/CMIS partner agencies.

_____2) I do not agree to share any information through the Northwest Social Service Connections' HMIS/CMIS with other Northwest Social Service Connections' HMIS/CMIS partner agencies. I understand that this may affect my involvement with the shared Coordinated Entry, shared wait lists, and accessing services at other partner agencies.

_____	_____	
Client Name (*please print*)	Client Signature	Date
_____	_____	
Client Name (*please print*)	Client Signature	Date
_____	_____	
Guardian Name, if required (*please print*)	Guardian Signature (if required)	Date

Names and DOB of minor children for whom I am parent or guardian and am sharing information (as identified above):

_____
_____
_____
_____

_____	_____	
Agency Personnel Name (*please print*)	Agency Personnel Signature	Date