

**Attachment B – Sample Grant Agreement**  
**STATE OF OREGON**  
**GRANT AGREEMENT**  
**COVID-19 REMOTE OPERATIONS SUPPORT FUNDS**



Grant Agreement #XXXX

This Grant Agreement (the “Agreement”) is made and entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as “Agency” or “OHCS”, and **(Grantee Name) an (insert entity type)** (“Grantee”). OHCS and Grantee shall be collectively referred to as the “Parties.”

### 1. Agreement Background and Purpose

- a. Grantee submitted an Application in response to OHCS’s Request for Applications #6007 for COVID-19 Remote Operations Support Funds.
- b. The purpose of this Agreement is to establish the terms for providing General Housing Account Program (“GHAP”) funding by OHCS to Grantee to fund capacity-building activities related to the remote operations impacts of COVID-19, and to describe the purposes for and manner in which Grantee shall use the funds. These funds are to offer eligible COVID-19 operational support to Grantee as identified in the authorized Grant Activities, Exhibit A.

### 2. Grant Limitations

Grantee shall comply, among other things, with OHCS directives, applicable Oregon Administrative Rules (OAR) chapter 813, division 55 and applicable Oregon Revised Statutes ORS 456.555 and ORS 458.665, all of which as may be amended from time to time.

**a. Authority; Amount.** Subject to (i) the availability of GHAP funds, (ii) OHCS having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and (iii) conditioned upon the terms and conditions of this Agreement, OHCS will make a grant of GHAP funds to Grantee in the amount of **XXXXXX Dollars (\$0,000.00)** (the “Grant”).

**b. Limitations.** 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 OHCS.

**c. Term.** The term of this Agreement and the term during which eligible reimbursement for Grant funding may be incurred or submitted for reimbursement of previous purchases as approved by OHCS **begins on the date when it is fully executed by the Parties and ends on (insert)**, unless terminated earlier consistent with this Agreement.

### 3. Use of Grant Funds

Grant funds can only be used for approved costs identified in this Agreement and the Grant Activities, Exhibit A. OHCS will review all receipts and other evidence, as well as require and obtain such other information as it determines appropriate concerning the eligibility, appropriateness, and amount of Grantee reimbursement prior to and after disbursing Grant funds to Grantee under this Agreement. The determination as to the eligibility, appropriateness, and amount of such reimbursement will be at OHCS’ sole discretion.

Changes to the approved Grant Activities, Exhibit A require the prior written approval of OHCS. Requests for and justification of any change must be submitted in writing to OHCS and be approved in writing by OHCS prior to commencement of the requested change.

#### 4. Grant Disbursement; Remedies Related to Funding

- a. OHCS will disburse the Grant to Grantee at its sole discretion. *(This section will be updated based on the Agency-approved compensation method determined by Agency.)*

Sample language:

**Option 1.** 100% reimbursement of qualifying expenses paid all at once upon execution of the Agreement and verification of supporting documents for the expenses. *(All qualifying expenses for reimbursement must be submitted at the time of Application with proof of purchase (paid invoice or receipts)).*

**Option 2.** Partial payment toward any expenses included in the approved-Application with a quote or documentation of purchase price. Agency would reimburse Grantee up to 40% of the requested amount on all approved expenses with the requirement that invoices and paid receipts for the work completed or purchased be submitted for the release of up to the additional 60% upon verification of expenses and submittal of an approved-Reimbursement Form, Exhibit C.

**Option 3.** Grantee shall request reimbursement upon submittal of the approved- Reimbursement Form, Exhibit C and verification of invoices or receipts upon completion of the approved work or purchases. Grantee would receive a full payment upon receipt of Exhibit C and confirmation of work completed or purchases made.

**Requests for Grant fund disbursements must be on the Reimbursement Form, Exhibit C,** and satisfactory to OHCS. OHCS may revise this form from time to time, and require such other information, as it deems appropriate.

- b. OHCS may withhold any and all undisbursed Grant funds from Grantee, if OHCS, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. OHCS reserves the right to recapture funds from Grantee based on misrepresentation, underperformance, non-compliance, fraud, expiration, or termination of this Agreement.
- c. Grantee shall fully and timely cooperate with OHCS in the performance of any and all monitoring and enforcement activities. Failure by Grantee to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Grantee to perform its obligations under this Agreement.

#### 5. Termination

- a. OHCS may immediately terminate this Agreement in whole or in part upon written notice to the Grantee for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one or more of its Subrecipients, agents, subcontractors, successors or assigns, as determined by OHCS in its sole discretion.
- b. OHCS may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 5.a. Cause may include any event, including an event of default, as determined by OHCS in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Grantee, its

Subrecipients, agents, representatives, contractors, or assigns by which Grantee, as determined by OHCS at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to OHCS under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- 1) Grantee fails to fulfill timely any of its obligations under this Agreement;
  - 2) Grantee fails to comply timely with directives received from OHCS or from an OHCS that is the original source of the Grant funds;
  - 3) Funds provided under this Agreement are used improperly or illegally by Grantee;
  - 4) Funding for grant programs are denied, suspended, reduced or eliminated;
  - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that OHCS is prohibited from paying for or lacks authority to pay for any work performance under this Agreement or to pay for any such performance from the planned funding source(s);
  - 6) Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
  - 7) Any certification, license or certificate required by law to be held by Grantee or others to perform the work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
  - 8) Grantee, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or OHCS, including OHCS.
- c. Grantee may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;
- 1) OHCS unreasonably fails to timely provide funding hereunder and does not correct such failure within the 30-day notice period;
  - 2) OHCS provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law;
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government, or a competent court (in a final determination), in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement in whole or such part.
- e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, OHCS may, in its sole and absolute discretion, require that Grantee obtain prior OHCS approval from it for any additional expenditures that would obligate OHCS to reimburse it from Grant funds or otherwise.
- f. Notwithstanding the above, or any termination thereunder, neither Grantee nor OHCS shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. OHCS may withhold any reimbursement to Grantee in the amount of compensation for damages due OHCS from Grantee (as estimated by OHCS in its sole discretion) until such time as the exact amount of

damages has been agreed upon or otherwise finally determined.

- g.** In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to OHCS within sixty (60) days of the date of termination or upon such date as requested by OHCS.
- h.** Termination of this Agreement shall not impair or invalidate any remedy available to OHCS or to Grantee hereunder, at law, or otherwise.

## **6. Indemnity**

Grantee shall defend (consistent with ORS chapter 180), save, hold harmless, and indemnify the State of Oregon and OHCS and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement, including but not limited to, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the Grant Activities set forth in this Agreement.

## **7. Compliance with Applicable Law**

Grantee shall comply with all applicable federal, state and local laws, rules, regulations, executive orders, codes and ordinances whether existing at the time the Agreement is executed, or amended, enacted or adopted subsequent thereto.

## **8. Governing Law; Venue; Consent to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") involving OHCS that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. GRANTEE BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. OHCS expressly reserves, and does not waive, any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

## **9. Independent Contractor Status**

- a.** The performance to be rendered under this Agreement is that of an independent contractor. Grantee is not an officer, employee or agent of the State as those terms are used in ORS 30.265. Grantee shall be responsible for all federal or state taxes applicable to compensation or payments paid to Grantee under this Agreement and, unless Grantee is subject to backup withholding, OHCS will not withhold from such compensation or payments any amount(s) to cover Grantee's federal or state tax obligations.
- b.** The Parties expressly acknowledge: (i) that there is not nor will there be any technical support, troubleshooting, training/education, or other similar support services provided by OHCS to Grantee for the activities engaged in or products and services purchased with the Grant funds, including but not limited to installment, replacement, warranty, and function or malfunction of such products and services; (ii) that Grantee is solely responsible for any and all technical support, troubleshooting, training/education, or other similar support services including but not limited to installment, replacement, warranty, and function or malfunction of such products and services purchased with the Grant funds; and (iii) that Grantee is the

sole party in privity with any and all manufacturers, vendors, subcontractors, and their agents or employees, including but not limited to such internet technology (IT) software, licenses (including use, misuse, or breach), and products/services (including use, misuse, or default) of any product or services and contract thereunder purchased with the Grant funds.

## 10. Merger Clause; Waiver

This Agreement constitutes 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, consent, modification or change of terms of this Agreement shall bind all Parties unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OHCS to enforce any provision of this Agreement shall not constitute a waiver by OHCS of that or any other provision.

## 11. No Third-Party Beneficiaries

OHCS and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

## 12. Remedies

If OHCS determines, in its sole discretion, that Grantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan, OHCS may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Grantee's eligibility for other funding from OHCS; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies. The rights and remedies of OHCS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise.

## 13. Amendments

- a. **Formal Amendment.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by both Parties and any required legal approvals.
- b. **Changes via Electronic Communication.** Upon approval from OHCS, the following changes to the Agreement may be accomplished by electronic communication (email acceptable) that document agreement by Grantee and OHCS and may be considered as administration of the Agreement and not an amendment:
  - Updates to OHCS's Grant Administrator.
  - Substitutions or changes to expenses in Exhibit A.
  - Transfers of funding between expenses, and other direct costs, and/or between tasks, provided this does not result in an increase to the overall NTE of the Agreement.
  - Schedule modifications to Exhibit A. All other modifications to Exhibit A, including increased costs,

shall be issued by a formal amendment.

#### **14. Records Maintenance**

Grantee shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement. Grantee shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

#### **15. Insurance**

Grantee shall obtain, at its own expense from insurance companies authorized to transact the business of insurance and issue coverage in the State of Oregon which are acceptable to OHCS, the insurance described in **Exhibit B**. All insurance shall be maintained in force during the Term of the Agreement.

#### **16. CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

I, the undersigned, hereby swear or affirm under penalty of perjury that I am authorized to act on behalf of Grantee, that I have authority and knowledge regarding the payment of taxes, and that Grantee is, to be best of my knowledge, not in violation of any Oregon Tax Laws.

For the purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Agency of Revenue including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Self-Employment Tax.

*(Signatures on next page)*

**17. SIGNATURES**

The Parties hereto have made, executed and delivered this Agreement as of the last date each signatory below has signed this Agreement.

**AGREED:**

**GRANTEE**

**Grantee's Name**

Authorized by \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Director or designee

**OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT**

Authorized Signature: \_\_\_\_\_  
Director or designee Date

Authorized Signature: \_\_\_\_\_  
Angela Parada, Grant Administrator Date

**EXHIBITS:**

Exhibit A: Grant Activities

Exhibit B: Insurance Requirements

Exhibit C: Reimbursement Form

**EXHIBIT A  
GRANT ACTIVITIES**

Grantee shall expend GHAP funds on the following approved COVID-19 remote operational activities:

(To be determined based on approved Application)

Insert approved expenses and details

**Reporting:**

Grantee must submit proof of payment of all approved expenses under this Agreement as described in Section 4 to the Contract Administrator at Angela.Parada@oregon.gov no later than January 15, 2021. OHCS will accept this documentation all at once or upon Grantee's reimbursement request, which shall not exceed more than once per month, as long as the expense record of payment and reimbursement requests are received by the deadline.



**EXHIBIT B  
INSURANCE REQUIREMENTS**

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit B prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHCS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

**Required**    **Not required**

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

**AUTOMOBILE LIABILITY INSURANCE**

**Required**    **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

**Required**    **Not required**

Directors, Officers and Organization insurance covering actual or alleged errors, omissions, or negligent acts, including improper financial oversight and use of grant funds and donor contributions, of the directors and officers of the grantee's organization with a combined single limit of no less than \$1,000,000 per claim.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

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

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and OHCS's acceptance of all Services required under this Grant Agreement, or, (ii) OHCS or Grantee 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 shall provide to OHCS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHCS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

## Reimbursement Form Exhibit C

**(Fillable form will be provided at Agreement execution)**



**OREGON HOUSING and  
COMMUNITY SERVICES**

725 SUMMER STREET NE, SUITE B | SALEM, OR 97301  
503-986-2000 | [www.oregon.gov/OHCS](http://www.oregon.gov/OHCS)

### Reimbursement Form

COVID-19 Remote Operations Support Funds  
RFA #6007

Date:

Organization Name:

Tax ID:

Submit completed forms to:

[Angela.Parada@oregon.gov](mailto:Angela.Parada@oregon.gov)

**Make Check Payable to:**

Name:

Address:

City:  State:  Zip:

Reimbursement		
Purchased Date	Expense	Purpose
<b>Total Reimbursement</b>		<b>\$0.00</b>

**\*\*Proof of payment must accompany all reimbursement requests**  
Submit this Reimbursement Form and supporting documents of expenses to: [Angela.Parada@oregon.gov](mailto:Angela.Parada@oregon.gov)

Signature of Director or Designee \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Agency Use Only  
Index:  
PCA: