



State Funds - CFDA number not applicable
Executive Order 23-02
Jan. 10, 2023 to Jan. 10, 2024
Subrecipient Agreement
City of Medford as Fiscal Agent for Rogue Retreat



The Subrecipient Agreement is hereby made by and between **ACCESS**, fiscal agent for the Continuum of Care (hereinafter called the “Grantee”), and **City of Medford** (hereinafter called the “Subrecipient”) as the **Fiscal Agent for Rogue Retreat** (hereinafter called the “Subcontractor”) pursuant to the Memorandum of Agreement (MOA) made by and between the Grantee and the **Oregon Housing and Community Services** (hereinafter called “OHCS”), to implement the grant awarded to the Grantee under the **Emergency Order (EO) 23-02** effective **January 10, 2023**, incorporated into this Subrecipient Agreement.

Grant Amount:

Rogue Retreat Subcontractor (City of Medford Fiscal Agent)		Maximum amount to be spent in FY21-23*
Crossings Operations	\$ 328,468	\$ 157,409
15 additional beds Kelly Shelter	\$ 223,833	\$ 107,172
Street Outreach (housing navigation and placement services)	\$ 122,187	\$ 47,648
Administration	\$ 107,067	\$ 34,588
TOTAL AWARD	\$ 781,555	\$ 346,817
		*Based on total allocation from OHCS for 21-23. These funds may be spent in 23-25 but no more than the above may be spent up until 6/30/23.

Description:

On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to provide funding 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. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor. Subrecipient will ensure that Subcontractor administers the program in a manner consistent with program requirements designed to achieve the following performance goals:

Operate Crossings shelter units once land improvements have been completed; add 15 beds to the Kelly Shelter and conduct housing navigation and placement services as Street Outreach.



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Subrecipient certifies that EO 23-02 program funding will only be used by Subcontractor to operate Crossings, add 15 beds to the Kelly Shelter and perform Street Outreach as defined above.

No documentation of identification, custody, citizenship, or gender is required. 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.

Subrecipient further certifies that Subcontractor will use EO 23-02 funding for Shelter Operations at Crossings, Street Outreach and to create new shelter bed capacity at the Kelly Shelter that meets the following definition:

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, 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. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly.

A. Scope of Work/Grant Activities

1. Regional Unsheltered Homelessness Emergency Response Plan

Prior to eligibility for funding, Grantee submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Oregon Housing and Community Services (OHCS) that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and Grant Activities are attached to and incorporated into this Agreement as Exhibit A. Each is contained in the Grant Agreement #OR-502. With both Exhibit A and Exhibit B incorporated into this Subrecipient Agreement, the scope of grant activities authorized for the purposes of this Subrecipient Agreement are defined.

All activities hereunder, including all Grant Activities and funds to be awarded, are expressly contingent on Grantee's receipt of funds and the subsequent release of additional funds. Should any funds be withheld and/or Grantee's "Grant Agreement State



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of Emergency Due to Homelessness” (Agreement No. OR-502) be terminated for any reason, Grantee’s obligations hereunder shall immediately terminate.

2. Compliance with Agreement

- a. Subrecipient will ensure that Subcontractor performs all Grant Activities in accordance with the terms of this Agreement, including all exhibits contained herein.
- b. Subrecipient will ensure that Subcontractor complies with Grant Activities as outlined in the EO 23-02 Grant Agreement #OR-502, Exhibit A hereby attached.
- c. Subrecipient shall ensure that Subcontractor complies with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2023-2025 to be executed July 2023.
- d. Subrecipient shall ensure that Subcontractor complies with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2023-2025 to be executed July 2023.
- e. Subrecipient shall ensure that Subcontractor complies with and performs all work to the satisfaction of the Grantee, and in accordance with the terms of this agreement and the applicable program requirements provided in ORS 458.650 Exhibit F hereby attached.
- f. Subrecipient will ensure Subcontractor makes available all records pertaining to the utilization of Executive Order 23-02 funds to the Grantee and OHCS upon request if need be.

3. Housing Focused

All activities conducted under this Subrecipient 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 Subrecipient Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic



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preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount.

4. No Supplanting of Other Funds

Subrecipient shall ensure that Subcontractor does not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Subrecipient ensures that during the term of this Agreement, funding available for homeless services from Subcontractor 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, Grantee may exercise any of the remedies available to it under this Agreement or at law or in equity. Subrecipient also agrees to ensure Subcontractor complies with reporting requirements as outlined in Section 3 of 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 Subrecipient to ensure Subcontractor compliance with this stipulation is a material breach of this Subrecipient Agreement and entitles Grantee to exercise any remedies available to it under this Agreement or at law or in equity.

5. New Shelter Bed Requirement

New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

6. 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



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this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Subrecipient 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 heat, electricity, the ability to close and lock a door, showers, and restrooms onsite, hard-surface walls and roofing, and food preparation facilities available on-site or with an action plan to provide meals to shelter residents.

7. Restrictive Covenants for Shelter Facilities

Subrecipient shall ensure Subcontractor operates 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").

Subrecipient must ensure Subcontractor places 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 Grantee and shall be filed, at the Subrecipient'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. Subrecipient, on behalf of Subcontractor, acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Subrecipient shall ensure Subcontractor executes 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.

8. Restrictive Use Period

The Restrictive Use Period for all Minor Conversions of existing shelter facilities is three (3) years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in Exhibit A. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Subcontractor must agree to certify



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compliance with this requirement and submit that certification to Grantee on an annual basis, or upon request of Grantee, throughout the Restrictive Use Period.

9. Program-Specific Reporting

Subrecipient assures that data collection and reporting, including personally identifiable information, will be conducted by Subcontractor utilizing HMIS Service Point/Coordinated Entry Services. If Subrecipient is entering into an agreement with a third party (Rogue Retreat - Subcontractor) to enter program data into the HMIS/Coordinated Entry Services programs, Subrecipient agrees third party (Rogue Retreat) will “enter data as” the City of Medford into the HMIS. Subrecipient must provide a copy of the MOA or contract with such agreement to Grantee within thirty (30) days. Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. It is required that Subrecipient or a third party (Rogue Retreat) enter data within three business days. Subrecipient also assures that required reports will be submitted by Subcontractor on a monthly basis.

Subrecipient, on behalf of Subcontractor, acknowledges receipt of and agrees to be bound by all data management requirements stated in EO Agreement #OR-502, including, but not limited to, the grant of stated licenses and permissions to OHCS.

B. Project Requirements:

- 1) Subrecipient will ensure that Subcontractor operates in accordance with all applicable statutory and regulatory requirements including those set forth in Uniform Guidance 2CFR Part 200, the Master Grant Agreement, the EO Grant Agreement #OR-502, and any policies and procedures developed by the Grantee provided the Subrecipient has received appropriate notice as set forth in this Agreement.
- 2) Subrecipient will ensure that Subcontractor operates in accordance with all the requirements in the 21-23 Master Grant Agreement and the 23-25 Master Grant Agreement to be executed July 2023.
- 3) Subrecipient will ensure that Subcontractor complies with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached, EO Grant Agreement #OR-502 and MGA 2023-2025 to be executed July 2023.



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- 4) Subrecipient will ensure that Subcontractor complies with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached and MGA 2023-2025 to be executed July 2023.
- 5) Services will be consistent with the Master Grant Agreement and EO Agreement #OR-502. Subrecipient will undertake its best effort to ensure the delivery by Subcontractor of the right service at the right time to the right client.
- 6) Subrecipient will ensure that Subcontractor complies with such other terms and conditions including recordkeeping and reports for program compliance and evaluation as stated in this Agreement.
- 7) Subrecipient will ensure that Subcontractor provides such additional information as deemed appropriate by the Grantee.
- 8) Subrecipient will ensure that Subcontractor participates in all EO 23-02 funding required training, conference calls, and meetings as requested by the Grantee with reasonable notice.
- 9) Subrecipient/Subcontractor provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Subrecipient will ensure Subcontractor compliance with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities.

C. Term:

The term of this Agreement is effective Jan. 10, 2023, through Jan. 10, 2024. All services to be furnished under this Subrecipient Agreement must be completed on or before Jan. 10, 2024, unless this Agreement is otherwise earlier canceled as hereinafter provided, or unless extended by written agreement of the parties. Subrecipient assures that Subcontractor will adhere to the terms of this Agreement.

D. Compensation:

1. Subrecipient assures that Subcontractor acknowledges that all funds paid under this Agreement are on a reimbursement-basis, meaning that Subrecipient/Subcontractor must provide documentation (as detailed below) to Grantee, who will, in turn, remit the same to OHCS for processing. Failure to adhere to the requirements of EO



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Agreement #OR-502 or this Agreement may result in some, or all expenses being refused. If OHCS refuses any expense for any reason, Grantee shall have no obligation to separately reimburse any such expenses or secure alternative funding. Grantee's obligations under this Agreement shall immediately terminate if EO Agreement #OR-502 is terminated or suspended for any reason.

2. Subrecipient must ensure Subcontractor uses adequate fiscal management systems that follow generally accepted accounting principles (GAAP) and provide adequate fiscal control and accounting records, including cost accounting records supported by documentation. Subcontractor's fiscal management systems must comply with the requirements of the OHCS Master Grant Agreement (MGA) #7000, EO Agreement #OR-502, and the OHCS Master Grant Agreement 23-25 to be executed July 2023.

3. Subrecipient shall be reimbursed for allowable costs as specified in the approved Subcontractor Budget (see Grant Award above). All requests for reimbursement must specify the line-item for which reimbursement is being requested. Documentation to accompany a request includes an invoice with documentation to substantiate expenses by line item and both a summary and a detailed profit and loss statement. An authorized representative must submit requests for reimbursement. Eligible expenses must be allowable, allocable, and reasonable in accordance with the applicable Federal Cost Principles set forth in OMB Uniform Guidance, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as stated in 2 CFR Part 200, Subpart E—Cost Principles. Subrecipient will be reimbursed in accordance with the budget (see above). The budget may be revised with the agreement of both the Grantee and the Subrecipient and will require a budget modification signed by both parties. Expenses more than the agreed upon budget will not be reimbursed.

Subrecipient acknowledges receipt of the foregoing instructions, as well as EO Agreement #OR-502, and further acknowledges that only reimbursements that comply with these requirements will be considered.

4. Subrecipient shall submit a request for reimbursement within ten (10) days after the end of each monthly period during the performance of the services provided in this Agreement. The final payment request shall be submitted no later than Jan. 25, 2024. Failure to submit the final request by the due date may result in non-payment of the expenditures.



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5. Ineligible expenses are those costs requested for reimbursement by the Subrecipient that the Grantee determines to be unallowable based on applicable Federal cost principles, OHCS Program regulations, the Application, or the Agreement. Any expenses deemed ineligible by the Grantee for which the Subrecipient was reimbursed must be repaid to the Grantee or shall be deducted from the amount of the next reimbursement at the Grantee's discretion.
6. The grantee is not responsible for unauthorized expenses incurred by a Subrecipient's Subcontractor or for costs incurred prior to the effective date of this Agreement.

E. Monitoring and Evaluation:

1. Subrecipient will ensure Subcontractor complies with monitoring by the Grantee and OHCS to ensure compliance with the program requirements established through the MGA, the EO Grant Agreement #OR-502, and the Subrecipient Agreement. Monitoring will be accomplished each month through on-site inspections and/or virtually.
2. Results of monitoring will be summarized in a written report by the Grantee and submitted as appropriate. Ongoing technical assistance and guidance related to the implementation of the program will be provided by the Grantee as part of training and monitoring activities.
3. If Subcontractor is not in compliance with the requirements of the program, regulations, contracts and /or policies and procedures, other applicable federal laws, the Grantee will provide an opportunity for response and corrective action, unless a life safety issue or potential mishandling of funds is identified. In the latter two cases – suspension shall occur immediately. The process for notifying the Subrecipient includes a) Issuing a warning letter indicating further failure to comply with such requirements will result in a more serious sanction; b) directing the Subcontractor to cease incurring costs for which reimbursement is expected; or c) requiring some or the entire grant amounts advanced or reimbursed to the Subrecipient be remitted to the Grantee.
4. The Grantee may temporarily suspend a Subcontractor from all or part of the activities identified in this Agreement while it assesses the organization's capacity to comply.

F. Audit Requirements:



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In the event, that during the period of this Agreement, Subcontractor expends more than \$750,000 in federal funds in an operating year, Subrecipient shall, at its own cost and expense, cause to be executed an independent audit. The audit shall be completed, and a copy furnished to the Grantee at the address indicated on the signature page, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or five (5) months after the end of the audit period, unless a longer period is agreed to in advance by the Grantee. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Subcontractor's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

G. Indemnification:

Subcontractor shall defend, save, hold harmless, and indemnify the State of Oregon and Grantee and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees (Collectively, "Claims"), resulting from, arising out of, or relating to the activities of subrecipient or its officers, employees, subcontractors, or agents under this agreement. Neither Subcontractor nor any attorney engaged by Subrecipient may defend any claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Subrecipient settle any claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Subrecipient will be liable for the attorney fees of the State of Oregon, including, but not limited to any fees charged by the Oregon Department of Justice.

H. Subrecipient Default

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

Subcontractor 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, EO Grant Agreement #OR-502 and such failure is not remedied within thirty (30) days following notice from Grantee to Subrecipient specifying such failure; or

Any representation, warranty or statement made by Subcontractor in this Agreement or in any documents or reports submitted by Subrecipient in connection with this Agreement, concerning the expenditure of Grant Funds or Subcontractor's performance



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of any of its obligations under this Agreement, is untrue in any material respect when made; or

Subcontractor 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 January 10, 2024, as determined by Grantee in its sole discretion.

I. Remedies

In the event Subcontractor is in default under Section H, Grantee may, at its option, pursue any or all of the remedies available to it under this Subrecipient Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section K, (b) reducing, withholding or recovering payment of Grant Funds for activities that Subcontractor 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 Section J of this Agreement or setoff, or both.

All of the above remedies in Section I are cumulative to the extent the remedies are not inconsistent, and Grantee may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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



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upon 10 days' written notice as provided in Section K or exercise any other remedies available to Grantee under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period.

In the event Subcontractor is in default under Section H and whether or not Subrecipient elects to exercise its right to terminate this Agreement under Section K, or in the event Grantee terminates this Agreement under Section K, Subrecipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Grantee has against Subrecipient. In no event will Grantee be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under Section I, Subrecipient shall promptly pay any excess to Grantee.

J. Recovery of Overpayments - Withholding of Funds

If payments to Subrecipient under this Agreement, or any other agreement between Grantee and Subrecipient, exceed the amount to which Subcontractor is entitled, Grantee may, after notifying Subrecipient in writing, withhold from payments due Subcontractor under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

Grantee may withhold any and all undisbursed Grant Funds from Subrecipient if Grantee determines, in its sole discretion, that Subcontractor 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 Grantee or if Grantee determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable Notification of Allocation (NOA) or is unsubstantiated by related documentation.

K. Termination

This Agreement may be terminated at any time by mutual written consent of the Parties. Grantee may terminate this Agreement as follows:

- Immediately upon written notice to Subrecipient, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement.
- Immediately upon written notice to Subrecipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Grantee's



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performance under this Agreement is prohibited, or Grantee is prohibited from paying for such performance from the planned funding source.

- If Subrecipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section I or
- As otherwise expressly provided in this Agreement.
- Subrecipient may terminate this Agreement immediately upon written notice to Grantee if Grantee is in default under this Agreement and such default remains uncured 15 days after written notice to Grantee.
- Upon receiving a notice of termination of this Agreement, Subrecipient/Subcontractor will immediately cease all activities under this Agreement, unless Grantee expressly directs otherwise in such notice.

K. Responsibilities of the Grantee:

The Grantee is responsible for the implementation of the project as submitted in the Funding Agreement and any clarifications provided to OHCS, and compliance with the MGA and EO Agreement #OR-502 including all applicable statutory and regulatory requirements as noted in the Funding Agreement.

1. Review data in HMIS for accuracy and quality and provide technical assistance to the Subrecipient and other partner organizations as needed.
2. Monitor program performance to evaluate the program's effectiveness in reaching the target population prioritized for assistance and in meeting the performance objectives as stated in EO Grant Agreement #OR-502.
3. Facilitate regular meetings with the Subrecipient/Subcontractor and other partner organizations to review EO 23-02 expenditures and program performance.
4. Submit reimbursement to Subrecipient within seven (7) business days of receipt of invoice and required documentation.

M. Additional Provisions.

It is agreed and mutually understood by all parties that:



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1. Subrecipient/Subcontractor will access other community resources.
2. Cultural diversity is a value in hiring, training, and governance; and services are designed to assure that racial, cultural, and religious differences are understood and respected.
3. Services are tailored to the strengths, values, needs, and preferences of the participants.
4. Services are based on current research and best practices.
5. Grantee reserves the right to execute other Agreements and/or Memoranda of Agreement with additional organizations to ensure the full implementation of the Executive Order Grant Agreement #OR-502 as described in the Funding Agreement and any amendments approved by OHCS.
6. This agreement is subject to termination upon such a directive to ACCESS by OHCS and OHCS shall not be liable to any of the parties to this agreement or to other persons for directing that this agreement be terminated.
7. Subrecipient/Subcontractor hereby confirms that it is an independent contractor and not an agent of OHCS or of Grantee.

N. Insurance Requirements

Subcontractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of or failure to perform the work hereunder by the Subcontractor, its agents, representatives, employees, or sub-contractors. Subcontractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (including discrimination, fair housing, ADA violations, and sexual molestation). If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.



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2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$500,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and \$3,000,000 aggregate.
5. Crime/Theft: \$25,000

O. Additional Insurance Provisions

General Liability, Discrimination, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Grantee, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Subrecipient; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Subrecipient.
2. For any claims related to this agreement, the Subrecipient's insurance coverage shall be primary insurance as respects the Grantee, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officers, officials, employees, or volunteers shall be greater than the Subrecipient's insurance.
3. The insurance coverage and limits required must be evidenced by a properly executed Certificate of Insurance form (or its equivalent) and given to the Grantee within 30 days of execution of this document.
4. Thirty (30) days' written notice must be given to the Grantee of any cancellation, intent



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Entire Subrecipient Agreement:

This Subrecipient Agreement together with the Guidance and Exhibits embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may be modified or amended by either party provided that such modification or amendment is in writing and signed by all affected parties and may be canceled prior to the expiration of its term by either party, for cause or for no cause whatsoever, by serving thirty (30) days written notice of amendment or termination to the other party in the manner provided for notices herein. The Grantee shall not be responsible for funding any activities or services performed by the Subrecipient after the date of termination. If the Subrecipient Agreement is canceled or terminated, the Subrecipient will be compensated for any eligible expenses incurred prior to the notice of cancellation/termination contingent upon the receipt of all outstanding reports and other documents required.

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State Funds - CFDA number not applicable
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Jan. 10, 2023 to Jan. 10, 2024
Subrecipient Agreement
City of Medford as Fiscal Agent for Rogue Retreat



IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed this Subrecipient Agreement effective as written above.

Grantee
 ACCESS
 By: Carrie Borgen
 Executive Director

Carrie Borgen
 Signature

7-24-23
 Date

Subrecipient
 City of Medford
 By: Brian Sjothun
 City Manager

Brian Sjothun
 Signature

7-20-23
 Date

Address of Administrative Office:

3630 Aviation Way
 Street Address

Medford, Oregon 97504
 City, State Zip Codes

Email: cborgen@accesshelps.org

Physical Address

411 W. Main St.
 Street Address

Medford, OR 97501
 City, State Zip Codes

Email: brian.sjothun@cityofmedford.org.

Mailing Address (if different from above)