Grant Agreement
Long-Term Rent Assistance (LTRA) Subrecipient Grant Agreement
Agreement No. 2026-03

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

Recitals:

1. Pursuant to ORS 190.110, OAR 813-245, and Oregon Housing and Community Services ("OHCS") Grant No. 9242 (Long-Term Rent Assistance – MAC), the Mid-Willamette Valley Homeless Alliance, an ORS 190 entity ("ORS 190 ENTITY"), has received grant funding from the State of Oregon to administer the Long-Term Rent Assistance ("LTRA") program. The LTRA program is intended to reduce homelessness and increase housing stability by providing long-term rental assistance and supportive services to eligible households, in accordance with OHCS program requirements, applicable state and federal law, and the ORS 190 ENTITY's approved Community Plan.

2. SUBRECIPIENT desires to participate in the LTRA program and is willing to enter into this Agreement in order to provide program services consistent with the Scope of Work and Budget attached hereto. SUBRECIPIENT agrees to carry out its obligations under this Agreement in a manner that is fully compliant with the terms and conditions of OHCS Grant No. 9242, all applicable OHCS LTRA Program Guidance, and all applicable federal, state, and local laws, rules, and regulations. SUBRECIPIENT further acknowledges that its performance under this Agreement directly supports the ORS 190 ENTITY's obligations to OHCS and agrees to comply with all requirements flowed down through 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 of Documents

a) The foregoing recital(s) 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:
   i) Exhibit A: Scope of Work
   ii) Exhibit B: Budget
   iii) Exhibit C: Insurance Requirements
   iv) Exhibit D: LTRA Program Guidance Manual
   v) Exhibit E: OHCS-ORS 190 ENTITY Agreement No. 9242

   There are no other documents unless specifically referenced in 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 shall control. The documents comprising this Agreement shall be in the following order of precedence: this Agreement less exhibits, Exhibits A, B, C, D, and E.

2. Background

The Long-Term Rent Assistance ("LTRA") program is a statewide housing stability initiative administered by Oregon Housing and Community Services ("OHCS") and implemented regionally through designated pass-through entities. The program is designed to support households experiencing homelessness or at risk of homelessness by providing long-term rental assistance paired with supportive services that promote housing stability and prevent returns to homelessness.

Under OHCS Grant No. 9242 (LTRA – MAC), the ORS 190 ENTITY is responsible for administering LTRA funds within its region in accordance with its approved Community Plan, applicable OHCS program guidance, and all applicable federal, state, and local laws, rules, and regulations. This includes establishing subrecipient agreements, monitoring program performance, ensuring financial accountability, and meeting data collection and reporting requirements.

This Agreement establishes the terms under which SUBRECIPIENT will receive LTRA grant funds from the ORS 190 ENTITY to carry out approved program activities. SUBRECIPIENT's services are intended to support regional LTRA implementation goals and contribute to system-level outcomes related to housing placement, housing stability, and program performance.

3. Term

Unless terminated or extended, this Agreement shall be in effect from date of signature through June 30, 2027. The expenditure period for Grant Funds under this Agreement is October 1, 2025 through June 30, 2027. Expiration or termination of this Agreement will not prejudice ORS 190 ENTITY's right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination or with respect to any breach of SUBRECIPIENT's obligations that occur upon or after expiration or termination of this Agreement.

4. Activities to be Performed

SUBRECIPIENT shall perform the activities described in Exhibit A, Scope of Work and Exhibit B, Budget in accordance with the terms and conditions of this Agreement and all applicable laws.
SUBRECIPIENT must perform its obligations hereunder efficiently, effectively, and within applicable Agreement timeframes, to the satisfaction of the ORS 190 ENTITY and in adherence to documents incorporated herein.

5. Grant Disbursement Generally

The total maximum not-to-exceed amount payable to SUBRECIPIENT under this Agreement, which includes any allowable expenses, is **$**300,112.57. ORS 190 ENTITY will not disburse funds to SUBRECIPIENT in excess of the not-to-exceed amount and will not disburse grant funds until this Agreement has been signed by all parties. ORS 190 ENTITY will disburse the grant to SUBRECIPIENT as described below in Section 6 of this Agreement. Funding amounts specified in this Agreement do not constitute a guarantee that SUBRECIPIENT will receive any or all such funds.

6. Authorized Expenses and Payments

ORS 190 ENTITY agrees to pay SUBRECIPIENT, from available and authorized funds, the amount of actual expenses incurred by SUBRECIPIENT in performing the grant activities referenced in Exhibit A (Scope of Work), budgeted in Exhibit B (Budget), and allowable within the guidelines referenced in Exhibit D, but not to exceed the total amount of **$**300,112.57, following receipt of requests by SUBRECIPIENT for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from October 1, 2025 until June 30, 2027 (the "Performance Period"). SUBRECIPIENT will submit requests for reimbursement under this Section monthly and in such form and manner as is satisfactory to or required by ORS 190 ENTITY. Funding amounts specified in this Agreement does not guarantee that SUBRECIPIENT will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement,

including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to ORS 190 ENTITY with authorizing limitation.

7. Authorized Representatives

ORS 190 ENTITY's Authorized Representative is: Misty Bolger
PO BOX 4073
Salem, OR 97302
Misty.bolger@MWVHomelessAlliance.org

SUBRECIPIENT's Authorized Representative is:

Robin Winkle
4080 Reed Rd SE, Suite 150
Salem, OR 97302
Robin.winkle@shangrila-or.org

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

8. Culturally Diverse and Appropriate Services

The ORS 190 ENTITY and SUBRECIPIENT commit to an intentional, equitable, and data-informed approach to reducing disparities in housing access and service delivery. SUBRECIPIENT shall demonstrate, through its program practices and service delivery, an understanding and appreciation for diversity among the individuals and households served.

SUBRECIPIENT shall provide services in a manner that ensures equitable access for all eligible individuals, without discrimination, and in compliance with all applicable federal, state, and local nondiscrimination laws and requirements. SUBRECIPIENT shall respect and value diversity related to gender, language, race, ethnicity, developmental ability, age, disability, sexual orientation, gender identity, and socioeconomic status, and shall respect each client's right to privacy, including with respect to religious beliefs and political affiliation.

All services provided under this Agreement shall be culturally responsive, developmentally appropriate, trauma-informed, and responsive to the individual needs of participants. SUBRECIPIENT shall implement practices consistent with the ORS 190 ENTITY's Community Plan and applicable OHCS LTRA Program Guidance to promote equitable outcomes and reduce barriers to housing stability.

The ORS 190 ENTITY reserves the right to review documentation, data, and program practices related to equitable service delivery as part of its monitoring responsibilities under this Agreement.

9. Client Confidentiality

SUBRECIPIENT shall protect the confidentiality of all information concerning applicants for, and recipients of, services funded under this Agreement ("Confidential Information") and shall require and cause its subcontractors, vendors, agents, and employees to do the same. Confidential Information includes, but is not limited to, personally identifiable information, protected health information, and any other information the disclosure of which is restricted under applicable federal or state law.

SUBRECIPIENT shall not release or disclose Confidential Information except as necessary for the administration of the LTRA program, as authorized in writing by the client, applicant, or recipient of services, or as otherwise required or permitted by law. SUBRECIPIENT shall appropriately secure all records, whether in paper, electronic, or other form, to prevent access, use, or disclosure by

unauthorized persons and shall ensure that all officers, employees, agents, subcontractors, and vendors are informed of and comply with these confidentiality requirements.

SUBRECIPIENT shall maintain a written information security program that complies with the Oregon Consumer Information Protection Act, ORS 646A.600–646A.628, and any applicable OHCS data security requirements. In the event SUBRECIPIENT becomes aware of a potential or actual breach of security involving Confidential Information, as defined by ORS 646A.602, SUBRECIPIENT shall notify the ORS 190 ENTITY within one (1) calendar day of discovery and shall cooperate fully in any investigation, mitigation, notification, or corrective action required by the ORS 190 ENTITY or OHCS. Such cooperation may include providing a written root cause analysis and a corrective action plan, if requested.

SUBRECIPIENT shall treat and maintain Confidential Information in the same manner as is required of the ORS 190 ENTITY under subsections 10.1 and 10.2 of OHCS-ORS 190 ENTITY Agreement No. 9242 (Exhibit E).

SUBRECIPIENT shall require all subcontractors and vendors with access to Confidential Information to comply with the requirements of this section and shall remain responsible for any breach or noncompliance by such parties.

10. Reporting

SUBRECIPIENT shall prepare, maintain, and submit all financial, programmatic, and performance reports required by the ORS 190 ENTITY in the format, method, and timeframe prescribed by the ORS 190 ENTITY. Reporting requirements under this Agreement are intended to ensure compliance with OHCS Grant No. 9242 and to enable the ORS 190 ENTITY to meet its reporting obligations to OHCS.

a) Program Data and HMIS Reporting. SUBRECIPIENT shall collect and report client-level and program-level data through Agency-approved systems, including the Homeless Management Information System (“HMIS”) or an HMIS-comparable system for victim service providers, in accordance with applicable OHCS requirements, HMIS policies, and data standards.

All required data shall be entered no later than seventy-two (72) hours after a service is provided, unless otherwise approved in writing by the ORS 190 ENTITY. Timely and accurate data entry is a condition of payment under this Agreement.

b) Required Reports. SUBRECIPIENT shall submit reports as required by the ORS 190 ENTITY, which may include, but are not limited to:

   i) Monthly program and financial reports, including cumulative data and expenditure information, submitted in a timeframe sufficient to allow the ORS 190 ENTITY to meet OHCS monthly reporting deadlines;
   ii) Quarterly reports, as required by OHCS or the ORS 190 ENTITY, using templates or formats provided by the ORS 190 ENTITY;
   iii) Annual reports, including narrative, performance, and outcome information, as required to support OHCS system performance reporting; and
   iv) Ad hoc or supplemental reports, as reasonably requested by OHCS or the ORS 190 ENTITY to support monitoring, evaluation, or compliance activities.

Failure to submit complete, accurate, and timely reports may result in delayed payment, withholding of funds, corrective action, or other remedies available under this Agreement.

c) Online Systems and Compliance

SUBRECIPIENT's reporting shall comply with all online systems and data requirements established under OHCS Grant No. 9242, including requirements set forth in Exhibit E, as well as any subsequent guidance issued by OHCS. SUBRECIPIENT shall ensure that reporting timelines and data quality standards are met so that the ORS 190 ENTITY can satisfy its obligations to OHCS.

11. Amendments

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

Any changes to the Scope of Work (Exhibit A) or Budget (Exhibit B) proposed by SUBRECIPIENT shall require the prior written approval of the ORS 190 ENTITY. Such approval must be obtained before the commencement of the requested change and shall be subject to consistency with the terms and conditions of OHCS Grant No. 9242 and applicable OHCS LTRA Program Guidance.

The ORS 190 ENTITY's approval of an amendment shall not be deemed to waive any requirement of this Agreement or any obligation of SUBRECIPIENT to comply with applicable law or OHCS requirements.

12. Consideration; Spending Expectations

a) Conditional Award; Administrative Costs. The ORS 190 ENTITY has agreed to make a conditional award of grant funds to SUBRECIPIENT in a not-to-exceed amount of $300,112.57**.** (the "Grant"), subject to the terms and conditions of this Agreement. The ORS 190 ENTITY shall not distribute or reimburse Grant Funds in excess of the awarded amount. Any costs incurred by SUBRECIPIENT beyond the not-to-exceed amount set forth in this Agreement shall be the sole responsibility of SUBRECIPIENT. Allowable administrative costs shall not exceed fifteen percent (15%) of total program expenditures, unless a lower administrative cap is specified in Exhibit B (Budget) and approved in writing by the ORS 190 ENTITY.

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

c) Use of Funds. Grant funds shall be used solely for activities described in Exhibit A (Scope of Work) and Exhibit B (Budget). Any proposed use of funds that differs from the approved Scope of Work or Budget must receive prior written approval from the ORS 190 ENTITY or its designee. Use of Grant funds for any purpose not approved in writing is prohibited.

d) Availability of Funds. Grant funds identified in this Agreement are subject to appropriation, allocation, and availability of funds from OHCS. The ORS 190 ENTITY's obligation to reimburse SUBRECIPIENT is contingent upon receipt of corresponding funds from OHCS under Grant No. 9242. Identification of funding amounts in this Agreement does not constitute a guarantee that the ORS 190 ENTITY will receive or disburse any or all such funds.

e) Requests for Reimbursement. SUBRECIPIENT shall submit monthly requests for reimbursement to the ORS 190 ENTITY in a format prescribed by the ORS 190 ENTITY. Requests for reimbursement shall be supported by appropriate documentation, including payroll records, time records, invoices, contracts, receipts, and other financial records sufficient to demonstrate that expenditures are allowable, reasonable, and allocable in accordance with generally accepted accounting principles and applicable state and federal requirements. Final requests for reimbursement are due no later than July 16th, 2027 by 12:00 PM and no requests for reimbursement will be accepted thereafter.

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

f) Fiscal and Reporting Coordination. All requests for reimbursement and questions related to fiscal matters or HMIS and data reporting shall be directed to the ORS 190 ENTITY's Authorized Representative or designee. Requests for reimbursement or invoices will be rejected if not properly submitted. Delays in funding caused by incomplete documentation or improper submission is the sole responsibility of the SUBRECIPIENT. It is the responsibility of the SUBRECIPIENT to ensure payments are received. In the event a SUBRECIPIENT determines after the grant has closed (past July 30th, 2027) a payment has not been received, the ORS 190 ENTITY reserves the right to refuse payment, based on circumstances and availability of funds.

13. Nonexclusive Remedies Related to Funding

a) Withholding, Reduction, or Redistribution of Funds. The ORS 190 ENTITY may withhold any or all undisbursed Grant Funds from SUBRECIPIENT if the ORS 190 ENTITY determines, in its reasonable discretion, that SUBRECIPIENT has failed to timely satisfy any material obligation under this Agreement.

Material obligations include, but are not limited to, compliance with reporting and data requirements, submission of complete and accurate financial documentation, timely use of funds, achievement of required performance expectations, and compliance with all requirements related to the use of Grant Funds.

If Grant Funds are not obligated for reimbursement by SUBRECIPIENT within required timeframes, or if SUBRECIPIENT demonstrates underperformance or noncompliance, the ORS 190 ENTITY may reduce SUBRECIPIENT's funding and, as appropriate, reallocate or redistribute such funds to other eligible providers, consistent with the terms of this Agreement and OHCS Grant No. 9242. These remedies are in addition to any other remedies available to the ORS 190 ENTITY under this Agreement or applicable law.

b) Reservation of Right to Recapture. The ORS 190 ENTITY reserves the right to recapture Grant Funds from SUBRECIPIENT in the event of breach, misrepresentation, underperformance, noncompliance, fraud, expiration, or termination of this Agreement, or as otherwise required to ensure compliance with OHCS Grant No. 9242 and applicable law. The ORS 190 ENTITY further reserves the right to recapture Grant Funds from SUBRECIPIENT in the event the ORS 190 ENTITY is required to repay Grant Funds to OHCS based on SUBRECIPIENT's acts or omissions.

14. Termination

a) Termination for Cause by ORS 190 ENTITY. The ORS 190 ENTITY may terminate this Agreement, in whole or in part, upon written notice to SUBRECIPIENT for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance, loss of legal authority to perform required obligations, or other material breach of this Agreement, as determined by the ORS 190 ENTITY.

b) Termination for Default or Other Cause. The ORS 190 ENTITY may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice, or immediately in the event of circumstances described in subsection (b)(iv) through ix) below, if SUBRECIPIENT is determined to be in default or if continuation of this Agreement is no longer appropriate.

SUBRECIPIENT shall be deemed in default if, by act or omission, it fails to timely or appropriately

perform any material obligation under this Agreement. Events of default or cause for termination include, but are not limited to, the occurrence of any of the following:

i) Failure to timely fulfill any obligation under this Agreement;
ii) Failure to comply with directives issued by the ORS 190 ENTITY or OHCS;
iii) Improper, unauthorized, or illegal use of Grant Funds;
iv) Denial, suspension, reduction, or elimination of funding for the LTRA program;
v) Changes in federal or state law, regulation, or guidance that prohibit or materially restrict payment for activities under this Agreement;
vi) Denial, suspension, reduction, or elimination of appropriations or expenditure authority for Grant Funds;
vii) Revocation, suspension, limitation, or non-renewal of any license, certification, or authorization required for performance;
viii) Insolvency, bankruptcy, receivership, or assignment for the benefit of creditors by SUBRECIPIENT;
ix) Suspension, debarment, or exclusion of SUBRECIPIENT, its principals, officers, or agents from participation in state or federal programs, including those administered by OHCS.

c) Termination by SUBRECIPIENT. SUBRECIPIENT may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice, if:

i) The ORS 190 ENTITY unreasonably fails to provide payment for approved and allowable expenditures and does not cure such failure within the notice period; or
ii) The ORS 190 ENTITY issues a material directive that is contrary to applicable law or funding requirements and does not correct such directive within thirty (30) days after receiving written notice from SUBRECIPIENT.

d) Termination Due to Change in Law. Either party may terminate this Agreement, in whole or in part, immediately upon written notice if a change in state or federal law, regulation, or a final court determination renders performance under this Agreement unlawful or beyond the authority of one or both Parties.

e) Expenditure Controls Pending Termination. Upon issuance of a notice of termination and prior to the effective termination date, the ORS 190 ENTITY may require SUBRECIPIENT to obtain prior written approval for any additional expenditures that would obligate reimbursement of Grant Funds.

f) Survival of Remedies. Termination of this Agreement shall not relive either Party of liability for damages resulting from a breach occurring prior to termination. The ORS 190 ENTITY may withhold reimbursement in an amount reasonably estimated to cover damages until the final amount is determined.

g) Disposition of Property and Records. Upon termination of this Agreement, SUBRECIPIENT shall deliver to the ORS 190 ENTITY, within sixty(60) days, all unexpended funds, property, records, data, reports and other materials produced or acquired under this Agreement, unless otherwise directed inwriting by the ORS 190 ENTITY.

h) Non-Waiver. Termination of this Agreement shall not impair or invalidate any remedy available to either Party under this Agreement, at law, or in equity.

15. Conflict of Interest

SUBRECIPIENT shall maintain a written conflict of interest policy consistent with ORS Chapter 244 that establishes procedures for identifying, disclosing, and addressing actual or potential conflicts of

interest related to activities performed under this Agreement.

Any actual or potential conflict of interest involving SUBRECIPIENT, its officers, employees, agents, or subcontractors that relates to the administration of Grant Funds or performance under this Agreement shall be disclosed in writing to the ORS 190 ENTITY's Authorized Representative or designee in a timely manner. SUBRECIPIENT shall take appropriate corrective action, as approved by the ORS 190 ENTITY, to resolve or mitigate any disclosed conflict.

Failure to disclose or appropriately address a conflict of interest may be considered a material breach of this Agreement.

16. Grievance Policy

SUBRECIPIENT shall establish a grievance policy and provide written notice of such policy to clients.

17. 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 the ORS 190 ENTITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. SUBRECIPIENT expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, the ORS 190 ENTITY and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

18. Compliance

SUBRECIPIENT shall comply with all applicable program requirements governing the Long-Term Rent Assistance ("LTRA") program, including those set forth in this Agreement and its exhibits, OHCS Grant No. 9242 (Exhibit E), applicable OHCS LTRA Program Guidance (as amended), and the ORS 190 ENTITY's approved Community Plan.

SUBRECIPIENT's performance under this Agreement shall be carried out in compliance with all applicable federal, state, and local laws, regulations, rules, executive orders, and ordinances, including but not limited to requirements related to program eligibility, allowable costs, data collection and reporting, nondiscrimination, confidentiality, and record retention. SUBRECIPIENT shall perform all obligations efficiently, effectively, and within applicable program timelines.

In the event that applicable statutes, regulations, rules, or OHCS guidance are amended or issued after execution of this Agreement, SUBRECIPIENT agrees to comply with such requirements as a condition of continued funding under this Agreement, without the need for a formal amendment, unless otherwise required by the ORS 190 ENTITY.

Failure to comply with this section may be considered a material breach of this Agreement and may result in corrective action, withholding of funds, recapture, or other remedies available to the ORS 190 ENTITY.

19. No Third-Party Beneficiaries

Except as expressly provided in this Section, the ORS 190 ENTITY and SUBRECIPIENT are the sole parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to, or shall be construed to, create any right, benefit, or cause of action in

favor of any third party, whether directly or indirectly.

Notwithstanding the foregoing, OHCS shall have the right to enforce applicable requirements of OHCS Grant No. 9242 against SUBRECIPIENT to the extent such requirements are flowed down through this Agreement.

20. Notices

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

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

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

21. Monitoring

a) Monitoring Authority. The ORS 190 ENTITY shall monitor the activities of SUBRECIPIENT and any subcontractors or vendors, as it deems necessary or appropriate, to ensure compliance with the terms of this Agreement and proper use of Grant Funds for authorized purposes. The ORS 190 ENTITY shall also review SUBRECIPIENT's performance to ensure that program goals and requirements set forth in this Agreement, including Exhibit A (Scope of Work), are met to the satisfaction of the ORS 190 ENTITY.

Monitoring activities may include, but are not limited to:

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

Monitoring activities may be conducted in person, remotely, or by other reasonable means. SUBRECIPIENT consents to such monitoring and agrees to cooperate fully. OHCS may also conduct monitoring activities consistent with its oversight authority.

THE ORS 190 ENTITY reserves the right to request assistance with monitoring from external entities, including but not limited to the Oregon Secretary of State, the Attorney General, federal agencies, or law enforcement agencies as appropriate.

b) Cooperation and Compliance. SUBRECIPIENT shall fully and timely cooperate with the ORS 190 ENTITY in the performance of any and all monitoring and enforcement activities. Failure by SUBRECIPIENT to comply with this requirement is sufficient cause for the ORS 190 ENTITY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by the ORS 190 ENTITY as a material failure by the

SUBRECIPIENT to perform its obligations under this Agreement.

c) Findings and Corrective Actions. The ORS 190 ENTITY will generally communicate observations and findings resulting from monitoring activities to SUBRECIPIENT, including through exit conferences or written correspondence. When feasible, written findings will be provided within sixty (60) days following a monitoring activity.

The ORS 190 ENTITY may require SUBRECIPIENT to take corrective action to address identified deficiencies. SUBRECIPIENT shall timely complete all required corrective actions within the timeframes specified by the ORS 190 ENTITY.

d) Ongoing Review and Tracking. The ORS 190 ENTITY may track and follow up on findings and corrective actions related to SUBRECIPIENT's performance under this Agreement. Tracking records may include findings, required actions, deadlines, responsible parties, actions taken, and resolution status. SUBRECIPIENT shall resolve all findings and corrective actions within the timeframes reasonably established by the ORS 190 ENTITY and shall provide documentation of resolution as requested.

22. Remedies

a) Available Remedies. If the ORS 190 ENTITY determines that SUBRECIPIENT has failed to timely or adequately comply with any material obligation under this Agreement, including but not limited to any directive issued by the ORS 190 ENTITY or any term of a corrective action plan, the ORS 190 ENTITY may, in its reasonable discretion, exercise any remedy available under this Agreement, applicable law, or otherwise.

Available remedies may include, but are not limited to:

i) Termination of this Agreement, in whole or in part;
ii) Withholding, reducing, or reallocating Grant Funds;
iii) Disallowance of costs;
iv) Suspension or recoupment of payments;
v) Appointment of a receiver for the receipt and administration of Grant Funds;
vi) Requiring corrective action or imposing special conditions;
vii) Initiating legal action to enforce this Agreement or recover damages, including injunctive relief or specific performance;
viii) Limiting or restricting SUBRECIPIENT's eligibility for future funding from the ORS 190 ENTITY;
ix) Referral for criminal or civil investigation in cases involving misrepresentation or fraud; and
x) Requesting investigation, audit, or sanction by other governmental authorities.

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

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

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

d) Survival. All remedies provided under this Agreement or applicable law shall survive expiration or

termination of this Agreement.

23. Unallowable Costs

SUBRECIPIENT shall ensure that all expenditures under this Agreement are allowable, reasonable, and allocable in accordance with the terms of this Agreement, applicable OHCS LTRA Program Guidance, and all applicable federal, state, and local laws and requirements governing the use of Grant Funds.

If SUBRECIPIENT incurs costs or makes expenditures that are unallowable, improperly documented, or otherwise inconsistent with the approved Scope of Work, Budget, or applicable cost requirements, the ORS 190 ENTITY may disallow such costs and exercise any remedies available under this Agreement, at law, or otherwise, as it deems appropriate.

24. Disallowance of Costs

The ORS 190 ENTITY shall not be responsible for, nor pay, any costs determined to be unallowable or otherwise disallowed, whether identified through a request for reimbursement, audit, monitoring review, site visit, or other compliance action, except for costs incurred solely as a result of the willful misconduct or gross negligence of the ORS 190 ENTITY, its officers, employees, or agents.

If any cost is disallowed after reimbursement has been made, SUBRECIPIENT shall repay the full amount of the disallowed cost to the ORS 190 ENTITY upon written notice, within the timeframe specified by the ORS 190 ENTITY, which shall not exceed thirty (30) calendar days from the date of notice.

SUBRECIPIENT shall cooperate with OHCS and all appropriate investigative agencies and shall assist in recovering invalid payments.

25. Records Maintenance

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

SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six (6) years following expiration or termination of this Agreement, or for such longer period as may be required by applicable law, or until the conclusion of any audit, review, investigation, controversy, or litigation arising out of or related to this Agreement, whichever occurs last.

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

26. Records Access

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

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

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

27. Audits

The ORS 190 ENTITY may require SUBRECIPIENT to obtain and submit financial and compliance audits, reviews, or examinations satisfactory to the ORS 190 ENTITY and OHCS, for such periods and programs covered by this Agreement as may be designated by the ORS 190 ENTITY or OHCS.

This audit requirement is in addition to, and does not replace, any other audit, monitoring, or review requirements applicable under this Agreement, OHCS Grant No. 9242, or applicable law.

SUBRECIPIENT shall cooperate fully with all audit activities and shall provide access to Records and other documentation as required to support such audits.

28. Fixed Assets and Equipment

SUBRECIPIENT shall maintain written policies and procedures governing the acquisition, management, use, and disposition of property and equipment purchased in whole or in part with Grant Funds. Such policies and procedures shall comply with applicable federal and state requirements, including 2 CFR Part 200, as applicable, and the requirements flowed down through this Agreement.

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

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

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

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

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

Equipment with a current per-unit fair market value of $5,000 or less may be retained, sold, or otherwise disposed of upon written notice to the ORS 190 ENTITY, unless otherwise restricted

by applicable law or program requirements. SUBRECIPIENT shall maintain documentation of all dispositions and make such records available for review upon request.

29. Insurance and Workers Compensation

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

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

SUBRECIPIENT shall not perform services related to emergency shelter operations unless and until SUBRECIPIENT has obtained the required Physical Abuse and Sexual Molestation coverage specified in Exhibit C and has provided satisfactory evidence of such coverage to the ORS 190 ENTITY. The ORS 190 ENTITY may withhold approval for shelter-related activities until required coverage is verified.

30. SUBRECIPIENT Status

SUBRECIPIENT shall perform all activities under this Agreement as an independent entity and not as an officer, employee, or agent of the ORS 190 ENTITY or the State of Oregon, as those terms are defined in ORS Chapter 456 and ORS 30.265, respectively. Nothing in this Agreement is intended to create an employer–employee relationship, partnership, or joint venture between the Parties.

SUBRECIPIENT shall be solely responsible for all compensation, benefits, insurance coverage, and other obligations related to its officers, employees, agents, and subcontractors engaged in activities under this Agreement, including workers' compensation and any other required insurance.

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

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

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

31. Nondiscrimination

SUBRECIPIENT shall not discriminate against any person on the basis of race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in the administration of programs, activities, services, benefits, or employment under this Agreement.

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

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

32. Captions

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

33. Severability

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

34. Execution and Counterparts

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

35. Grant Funds

Grant Funds provided under this Agreement are subject to all applicable terms, conditions, and restrictions governing their use. SUBRECIPIENT shall be solely responsible for compliance with the conditions applicable to Grant Funds, including the requirements of this Agreement and any obligations flowed down from OHCS Grant No. 9242.

SUBRECIPIENT assumes full responsibility for any breach of Grant Fund conditions caused by SUBRECIPIENT or its officers, employees, agents, or subcontractors. In the event that such a breach requires the ORS 190 ENTITY to repay Grant Funds to OHCS, SUBRECIPIENT shall be responsible for repayment of the amount attributable to the breach and shall reimburse the ORS 190 ENTITY for such amounts.

To the extent permitted by applicable law, SUBRECIPIENT agrees to indemnify and hold harmless the ORS 190 ENTITY from and against losses, damages, or repayment obligations resulting from SUBRECIPIENT's noncompliance with Grant Fund requirements. If SUBRECIPIENT is subject to legal limitations on indemnification, SUBRECIPIENT's obligation under this Section shall be limited to the maximum amount permitted by law, not to exceed the total amount of Grant Funds received under this Agreement.

36. Indemnity

To the extent permitted by applicable law, SUBRECIPIENT shall defend, indemnify, save and hold harmless the State of Oregon, the ORS 190 ENTITY, and their respective officers, employees, and agents from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to the acts or omissions of SUBRECIPIENT or its officers, employees, agents, subcontractors, or subrecipients in the performance of activities under this Agreement.

SUBRECIPIENT's obligations under this Section are subject to the limitations of ORS Chapter 180 and

any other applicable statutory or constitutional limitations on indemnification. Nothing in this Agreement shall be construed to require SUBRECIPIENT to indemnify the ORS 190 ENTITY or the State of Oregon for the negligence or willful misconduct of the ORS 190 ENTITY or the State of Oregon.

37. Oregon False Claims Act

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

By executing this Agreement, SUBRECIPIENT certifies the truthfulness, completeness, and accuracy of any statement, representation, certification, request for reimbursement, report, or claim it has made, makes, or may make, or causes to be made, in connection with this Agreement.

SUBRECIPIENT further acknowledges that if it makes, or causes to be made, a false claim or performs any act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided under that Act, in addition to any other remedies available under this Agreement or applicable law.

a) Representations and Warranties

SUBRECIPIENT represents and warrants that:

All representations, certifications, and other undertakings made by SUBRECIPIENT under this Agreement do not constitute a violation of the Oregon False Claims Act; and

SUBRECIPIENT's performance under this Agreement, including but not limited to invoices, reports, reimbursement requests, and other deliverables, shall not constitute a violation of the Oregon False Claims Act.

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

b) Duty to Report

SUBRECIPIENT shall immediately report in writing to the ORS 190 ENTITY any credible evidence that a principal, employee, agent, or other person has made a false claim, committed a prohibited act under the Oregon False Claims Act, or engaged in a criminal or civil violation related to fraud, bribery, gratuities, conflicts of interest, or similar misconduct in connection with this Agreement or any Grant Funds.

c) Nonexclusive Remedies

SUBRECIPIENT understands and agrees that any remedy available under the Oregon False Claims Act is in addition to, and does not limit, any other remedy available to the State of Oregon or the ORS 190 ENTITY under this Agreement or applicable law.

38. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of the ORS 190 ENTITY or SUBRECIPIENT with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum

or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to the ORS 190 ENTITY by its attorneys.

39. Time is of the Essence

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

40. Merger Clause

This Agreement, together with its attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations, whether oral or written.

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

The failure of the ORS 190 ENTITY to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision.

41. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

SUBRECIPIENT, by execution of this Agreement, acknowledges that it has read this Agreement, understands its terms and conditions, has the legal authority to enter into this Agreement, and agrees to be bound by its provisions.

The undersigned certifies, under penalty of perjury, both individually and on behalf of SUBRECIPIENT, that:

a) The undersigned is a duly authorized representative of SUBRECIPIENT and has been authorized to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of SUBRECIPIENT;
b) By signing this Agreement, the undersigned certifies under penalty of perjury that SUBRECIPIENT is, to the best of the undersigned's knowledge, not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" include those administered by the Oregon Department of Revenue pursuant to ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, 403, and 305.620, and related provisions;
c) Neither SUBRECIPIENT nor any of its principals, officers, employees, or agents is included on the Specially Designated Nationals and Blocked Persons (SDN) List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control;
d) SUBRECIPIENT is bound by, and agrees to comply with, all applicable federal, state, and local laws, regulations, and requirements applicable to this Agreement and shall require any subcontractors to do the same; and
e) SUBRECIPIENT certifies that it maintains a formal nondiscrimination policy in employment and, to the best of the undersigned's knowledge, has not discriminated against and will not discriminate against minority-owned, women-owned, or emerging small business enterprises certified under ORS 200.055 in the procurement of goods or services related to this Agreement.

(signature page follows)

SIGNATURE OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature:_____ Date:_____

Print Name: Jeremy Gordon_____ Title: ORS190 Entity____

Address: PO BOX 4073, Salem, OR 97302

Phone: _____ Email: chair@mwvhomelessalliance.org

SUBRECIPIENT:

Authorized Signature:_____ Date:_____

Print Name: Janet Yousey_____ Title: CEO_____

Address: 4080 Reed Rd SE, Suite 150, Salem, OR 97302_____

Phone: _____ Email: janet.yousey@shangrila-or.org_____

EXHIBIT A
Scope of Work

In addition to the scope of work described below, SUBRECIPIENT agrees that all activities performed under this Agreement are subject to the terms and conditions of this Agreement, **OHCS Grant No. 9242**, applicable OHCS LTRA Program Guidance (as amended), and the ORS 190 ENTITY's adopted policies and procedures governing subrecipients.

SUBRECIPIENT agrees that the scope of work required under this Agreement includes the following activities:

1. **Long-Term Rent Assistance (LTRA) Program Support Services**
   SUBRECIPIENT shall provide LTRA-funded supportive services to eligible households receiving Long-Term Rent Assistance within the ORS 190 ENTITY's region, in accordance with eligibility requirements established by OHCS and the ORS 190 ENTITY.
   It is anticipated that approximately 28 households will be served under this Agreement, subject to funding availability and client eligibility.

   a) Client-Centered Supportive Services
      LTRA Supportive Services may include but are not limited to the following activities:

      i) Ensuring that all services are housing-focused, trauma informed, culturally responsive and client driven;
      ii) Providing housing stability case management tailored to the individual needs of each household, including development and implementation of a housing stability or service plan;
      iii) Assisting clients in accessing public benefits and income supports for which they may be eligible;
      iv) Supporting clients in achieving financial stability and increased self-sufficiency;
      v) Supporting client enrollment in health insurance coverage, connection to primary and behavioral health care, dental care, and other health-related services as appropriate;
      vi) Identifying and connecting clients to community-based resources and mainstream services; and
      vii) Supporting the development and maintenance of positive social supports and community connections.

2. **Coordination with LTRA Housing Administration**
   SUBRECIPIENT shall coordinate with the entity responsible for LTRA housing assistance administration as designated by the ORS 190 ENTITY to support effective program implementation. Coordination activities may include:

   a) Engaging and supporting landlords, as appropriate to SUBRECIPIENT's role;
   b) Supporting unit habitability inspections, lease compliance, or housing stabilization activities, as applicable; and
   c) Verifying. Updating, and documenting client eligibility and continued participation in the LTRA program in coordination with the housing assistance administrator.

3. **Data Management and HMIS Participation**
   SUBRECIPIENT shall comply with all applicable data collection, entry, and quality requirements, including:
   a) Using the Continuum of Care's Homeless Management Information System (HMIS), or an HMIS-comparable system for victim service providers, to document client enrollment, services, and

outcomes related to LTRA participation;
b) Entering required data in a timely manner and in accordance with the CoC's Data Quality Management Plan, HMIS policies, and applicable OHCS data standards;
c) Maintaining client confidentiality and data security in accordance with this Agreement and applicable law; and
d) Participating in CoC HMIS workgroups, trainings, or technical assistance activities as required by the ORS 190 ENTITY.

4. **Reporting Requirements**
SUBRECIPIENT shall provide complete, accurate, and timely reports to the ORS 190 ENTITY in the format and timeframe prescribed by the ORS 190 ENTITY. Reporting requirements include, but are not limited to:

a) Monthly and cumulative data reports on households and individuals receiving LTRA-funded services;
b) Monthly narrative reports describing program implementation progress, challenges, and emerging issues; and
c) Monthly and cumulative financial reports summarizing expenditures and identifying any fiscal concerns or anticipated budget variances.

Reporting
d) Providing monthly and cumulative data reports of households and individuals receiving LTRA Supportive Services
e) Providing monthly narrative reports describing progress and barriers related to implementation of the LTRA Program
f) Providing monthly and cumulative summary of budget expenditures, including identification of any fiscal issues or concerns

5. **Communication and Program Coordination**
SUBRECIPIENT shall maintain regular communication with the ORS 190 ENTITY to support effective program oversight and coordination, including:

a) Participating in at least quarterly meetings with the ORS 190 ENTITY to discuss program implementation, performance, and compliance; and
b) Communicating promptly regarding any issues that may affect program performance, compliance, client eligibility, data quality, or use of Grant Funds.

6. **Compliance and Performance Expectations**
SUBRECIPIENT shall perform all activities in accordance with the performance expectations, policies, and procedures established by the ORS 190 ENTITY and OHCS, including requirements related to eligibility, allowable costs, data quality, reporting, monitoring, and corrective action.

Failure to perform activities in accordance with this Scope of Work may result in corrective action, withholding of funds, or other remedies available under this Agreement.

EXHIBIT B

Budget

Shangri-La Supportive Services	
Staffing Costs	$ 151,767.45
Supportive Services	$ 109,200.00
Direct	$ 260,967.45
Admin 15%	$ 39,145.12
Total	$ 300,112.57

EXHIBIT C INSURANCE REQUIREMENTS

SUBRECIPIENT shall maintain insurance coverage which in all cases **shall be no less than commercially reasonable insurance coverage, consistent with applicable industry standards.**

SUBRECIPIENT shall obtain at SUBRECIPIENT's expense the insurance specified in this Exhibit C 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. SUBRECIPIENT shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the ORS 190 ENTITY. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. SUBRECIPIENT shall pay for all deductibles, self-insured retention, and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
All employers, including SUBRECIPIENT, 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). SUBRECIPIENT shall comply with these requirements. If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If SUBRECIPIENT is an employer subject to any other state's workers' compensation law, SUBRECIPIENT 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 $1,000,000.00 per occurrence. Annual aggregate limit shall not be less than $2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:
☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering SUBRECIPIENT's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:
☒ **Required** ☐ **Not required**

Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts related to the services to be provided under this Grant Agreement by the SUBRECIPIENT and SUBRECIPIENT's subcontractors, agents, officers, or employees in an amount not less than $1,000,000.00 per claim. Annual aggregate limit shall not be less than $2,000,000.00. If coverage is on a claims 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 SUBRECIPIENT shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☒ **Required** ☐ **Not required**

SUBRECIPIENT shall provide network security and privacy liability insurance for the duration of the Grant Agreement and for the period of time in which SUBRECIPIENT (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to OHCS or client data, whichever is longer, with a combined single limit of no less than $1,000,000.00 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of OHCS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of OHCS data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

Directors, Officers and Organization insurance covering the SUBRECIPIENT's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices, and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than $2,000,000.00 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

☒ **Required** ☐ **Not required**

Employee Dishonesty or Fidelity Bond covering loss of money, securities and property caused dishonest acts of a SUBRECIPIENT's employees. Coverage limits shall not be less than $2,000,000.00.

PHYSICAL ABUSE AND SEXUAL MOLESTATION:

☒ **Required** ☐ **Not required**

Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence. Annual aggregate limit shall not be less than $3,000,000.00.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional

insured endorsement specifying the ORS 190 ENTITY and 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 SUBRECIPIENT'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:
SUBRECIPIENT shall waive rights of subrogation which SUBRECIPIENT or any insurer of SUBRECIPIENT may acquire against the ORS 190 ENTITY, OHCS or the State of Oregon by virtue of the payment of any loss. SUBRECIPIENT will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ORS 190 ENTITY has received a waiver of subrogation endorsement from the SUBRECIPIENT or the SUBRECIPIENT'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, SUBRECIPIENT 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) SUBRECIPIENT's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) the ORS 190 ENTITY or SUBRECIPIENT termination of this Grant Agreement, or, iii) the expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
SUBRECIPIENT shall provide to the ORS 190 ENTITY 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 ORS 190 ENTITY and the State of Oregon, its officers, employees and agents as Certificate holders and as endorsed Additional Insureds. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this 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 the ORS 190 ENTITY 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 SUBRECIPIENT or its insurer must provide at least thirty (30) days' written notice to the ORS 190 ENTITY before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
SUBRECIPIENT agrees to periodic review of insurance requirements by the ORS 190 ENTITY under this agreement and to provide updated requirements as mutually agreed upon by SUBRECIPIENT and the ORS 190 ENTITY.

STATE ACCEPTANCE:
All insurance providers are subject to ORS 190 ENTITY acceptance. If requested by the ORS 190 ENTITY, SUBRECIPIENT shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to the ORS 190 ENTITY.

To be Attached

EXHIBIT D
LTRA Program Guidance Manual

EXHIBIT E
OHCS-ORS 190 ENTITY Agreement No. 9242