

Grant Agreement Number «Contract_»

**STATE OF OREGON
GRANT AGREEMENT**

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This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

«Legal_Entity_Name»

«DBA»

«Street_Address»

«City_State_Zip»

Attention: «Contract_Administrator_first_Contact_P»

Telephone: «Phone»

E-mail address: «Email_Address»

hereinafter referred to as “Recipient.”

The Program to be supported under this Agreement relates principally to OHA’s

Oregon Health Authority – Public Health Division

800 NE Oregon St., Ste. 930

Portland, OR 97232

Agreement Administrator: Cara Biddlecom or delegate

Telephone: 971-673-2284

E-mail address: cara.m.biddlecom@dhsoha.state.or.us

1. Effective Date and Duration.

This Agreement shall become effective **February 1, 2024**, regardless of date of signature. Unless terminated or extended, this Agreement shall expire on the earlier of the date when OHA accepts Grantee’s completed performance or on **June 30, 2025**. Expiration shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any breach of Grantee’s warranty or any default or defect in Grantee’s performance that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1)** Exhibit A, Part 1: Program Description
- (2)** Exhibit A, Part 2: Disbursements and Financial Reporting Requirements
- (3)** Exhibit A, Part 2: Attachment 1 – Financial Assistance Award
- (4)** Exhibit B: Standard Terms and Conditions
- (5)** Exhibit C: Insurance Requirements
- (6)** Exhibit D: Federal Terms and Conditions
- (7)** Exhibit E: Information Required by 2 CFR § 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. 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 descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C and E.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipients under this Agreement, which includes any allowable expenses, is «NTE». OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse funding to Recipient as described in Exhibit A, Part 2.

4. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street Address: _____

City, State, ZIP: _____

Email: _____

Phone: () _____ Fax: () _____

Is Recipient a nonresident alien, as defined in 26 USC § 7701(b)(1); a foreign person, or a foreign entity?

(Check one box): YES NO

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to the commencement of any activities.

If Recipient is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, Recipient may so indicate by: (i) writing “Self-Insured” on the lines below; and (ii) submitting a certificate of insurance as required in Exhibit C.

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers’ Compensation: Does Recipient have any subject workers, as defined in ORS 656.027? (Check one box): YES NO *If YES, provide the following information:*

Workers’ Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Agreement Administrator (see page one of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement.
 - (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient.
 - (3) The information shown in Section 4a. “Recipient Information,” of this Agreement is Recipient’s true, accurate and correct information.
 - (4) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
 - (5) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.
 - (6) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>.
 - (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
 - (8) Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient shall provide OHA with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

By: _____

Name: /for/ Cara Biddlecom

Title: Deputy Public Health & Policy and Partnerships Director

Date: _____

«Legal_Entity_Name»

By: _____

Name: _____

Title: _____

Date: _____

Department of Justice – Approved for Legal Sufficiency

Agreement form group-approved by Wendy Johnson, Sr. Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on February 27, 2024, copy of email approval in Agreement file.

Reviewed by:

OHA Public Health Administration

By: _____

Name: Jordan Barron-Kennedy MPH, MBA (or designee)

Title: Business Manager

Date: _____

EXHIBIT A - Part 1: Program Description

Not all Program Elements described in this Exhibit A, Part 1 may be covered in whole or in part with coordinated funding assistance pursuant to Exhibit A, Part 2: Attachment 1. Only Program Elements in which costs are covered in whole or in part with funding assistance pursuant to Exhibit A, Part 2: Attachment 1, as amended from time to time, are subject to this Agreement.

1. Definitions

As used in this Agreement, the following words and phrases shall have the following meanings:

- a. **“Data”** includes the information that may be accessed, exchanged, created, transmitted or stored pursuant to this Agreement.
- b. **“Federal Funds”** means all funds paid to Recipient under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
- c. **“HIV”** means human immunodeficiency virus.
- d. **“Program Element”** or **“PE”** means any one of the services or group of related services as described in Exhibit A, Part 1, Section 2, “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit A, Part 2: Attachment 1, “Financial Assistance Award,” of this Agreement. Only Program Element(s) in which costs are covered in whole or in part with financial assistance pursuant to the “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

Program Element (PE) Number and Title	Fund Type*	Federal or State Agency / Grant or Funding Title	CFDA #	HIPAA Related (Y/N)	Sub-Recipient (Y/N)
PE #5002-01 Environmental Public Health and Climate Change, Communicable Disease Prevention, Emergency Preparedness	GF	N/A	N/A	N	N
PE #5002-03 Lower Umatilla Basin Domestic Wells	GF	N/A	N/A	N	N

***Fund Types:**

- GF means State General Fund dollars.
 - OF means Other Fund dollars.
 - FF means Federal Funds.
- e. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in this Exhibit.
 - f. **“STI”** means sexually transmitted infection.

2. Program Element Descriptions

All funded work must be performed in cooperation with community members and partners, local public health authorities (LPHAs) and with schools, school districts, clinics and other community-based organizations based on the OHA approved work plans. Recipients must submit an updated work plan and budget within 90 days of execution of this Agreement for each Program Element that is being funded.

- a. Recipients must participate in OHA-required meetings and trainings.
- b. Only Program Elements that are included with funding in the Financial Assistance Award are approved activities.

c. Program Elements

(1) **Program Element #5002-01: Environmental Public Health and Climate Change, Communicable Disease Prevention, and Emergency Preparedness:**

Oregon's changing climate can also be linked to the spread of communicable diseases and require a community-led approach to emergency preparedness and resilience. This Program Element includes several public health program areas working together, based on community priorities, to improve health equity.

Public health works to identify, assess, and report risks to human health from exposure to environmental and occupational hazards, and support Oregon communities with potential risks where they live, work, play, and learn to remain healthy and safe. Public health is responsible for protecting individuals and communities from communicable diseases through culturally and linguistically responsive prevention messages and community engagement; and planning and responding to public health emergencies.

Public health also promotes vaccines and builds vaccine confidence to prevent the spread of disease in communities.

Across all of these programmatic activities, health equity, community partnerships, data and policy are foundational to how public health programs and services are provided in communities.

Eligible Activities:

- (a) Collaborate and partner with LPHAs through meetings and alignment of-planned activities.
- (b) Provide community expertise to LPHAs as they conduct community health needs assessments and develop plans to advance health equity.
- (c) Increase community understanding of health impacts of climate and strategies for increasing climate resilience in ways that center the community's culture, interests, language, and needs.
- (d) Learn about and document local climate and environmental risks and community strengths and resilience that serve as protective factors.

- (e) Identify community priorities for local public health plans that:
 - i. prepare for climate migration (for example, by developing affordable housing);
 - ii. build community climate resilience (for example, by strengthening social networks);
 - iii. reduce environmental hazards (for example, through home improvements) prevent communicable diseases;
 - iv. prioritize most impacted populations;
 - v. foster partnerships with relevant local, state and tribal agencies; and
 - vi. address the root causes of health inequities.
- (f) Carry out climate and health actions. These could include, but are not limited to: increasing access to smoke filtration devices, greenspace, community gardens, or active transportation options, planting trees, creating community murals, or partnering with LPHAs that are carrying out climate actions.
- (g) Build social resilience by strengthening social bonds and networks among community members, bridges between community groups, and/or linkages with decision-makers.
- (h) Build policy development and advocacy skills of community members and promote community-led policy change that supports health. This includes public health policies or policies and plans in other sectors that affect social determinants of health (transportation, housing, energy, land use, natural resources, emergency management, etc.).
- (i) Engage community for communicable disease responses (for example, Ebola, measles, child and adult vaccines).
- (j) Engage community for emergency preparedness (for example, provide trainings on community readiness, risk communication, cultural and language access).
- (k) Participate in emergency preparedness planning and exercises to elevate voices of communities most impacted by natural disasters.
- (l) Participate on coalitions to support community-led health policy.
- (m) Participate in/bring community expertise to government-led workgroups, advisory groups, decision-making bodies and processes.
- (n) Participate in the development of a statewide public health workforce plan.
- (o) Participate in the development of a statewide health equity framework.
- (p) Implement prevention initiatives that are responsive to the needs of the community, including the social determinants of health.

(2) Program Element #5002-03: Domestic Wells:

In 1990 the State of Oregon designated the Lower Umatilla Basin a Groundwater Management Area (LUBGWMA) in parts of Morrow and Umatilla Counties due to high levels of nitrate in groundwater resulting primarily from agricultural activities in the region. The federal Environmental Protection Agency (EPA) sets the Maximum Contaminant Level (MCL) of nitrate at 10 milligrams per liter (mg/L), of water. People in the LUBGWMA who rely on domestic (private) wells for their drinking water may be exposed to unsafe levels of nitrate when using water above 10 mg/L for drinking and cooking. Short term exposure may cause immediate health problems in babies fed formula made with this water and may affect pregnancies. Long term exposure is associated with increased risk of thyroid, respiratory and other illnesses and certain cancers. OHA, together with the Oregon Department of Human Services (ODHS), Morrow and Umatilla County LPHAs, local CBOs and other partners are responding to provide access to safe water to residents whose well water tests above 10 mg/L.

Eligible Activities will support community outreach and education related to domestic well testing and safe drinking water in the affected areas of Morrow and Umatilla counties. Such activities will include sharing OHA education and outreach materials regarding nitrate and health risks and raising awareness about access to state-provided Safe Water Services. “Safe Water Services” include domestic well water testing and, for residents whose well water tests above 10mg/L for nitrate, access to free water delivery and, when effective, free in-home nitrate treatment systems.

Recipients may utilize staff and volunteer workers to conduct Eligible Activities; however, at least one Recipient staff person must participate in any activity that a volunteer attends.

Eligible Activities

(a) Conduct outreach and education.

- i.** Work together with OHA and OHA partners (e.g. ODHS, LPHA staff, other local CBOs) as needed, to adapt existing and develop new culturally and linguistically accessible communication materials focused on households with lower income, including populations historically experiencing health inequities. Co-produced products may only be published/released after OHA, and OHA partners jointly approve materials.
- ii.** Conduct outreach to community members via their programs serving community members and community events to disseminate OHA information about health risks from nitrate in domestic well water, access to safe water services for residents whose well water tests high for nitrate, and well stewardship information.
- iii.** Work together with OHA and OHA partners to help community members who contact the Recipient for assistance to navigate access to safe water services. The Recipient must do this by facilitating communications with OHA, ODHS or the LPHA to overcome barriers residents may face in accessing safe water services (e.g. language, technology, trust barriers.)

(b) Support well water screening and testing.

- i.** Coordinate with OHA and LPHA partner staff to conduct well water screening and testing events and support sample collection and result interpretation.
- ii.** Participate in the following and related actions to ensure successful uptake of domestic well testing resources:
 - (A)** Test domestic well water or encourage residents to access well water testing.
 - (B)** Have staff and volunteers participate in activities organized by OHA, ODHS or LPHA partners such as door-to-door visits to collect domestic well water samples, phone banking to remind households that re-testing is needed, or offer OHA-provided water screening test kits through their programs serving community members and at their community events. At least one Recipient staff person must participate in any activity that a volunteer attends.

(c) Support water treatment and maintenance activities.

- i.** Work together with OHA and partner LPHA staff to refer well users with elevated nitrate concentrations to drinking water treatment resources provided by OHA.
- ii.** Work together with partners to develop educational materials related to well stewardship and treatment system maintenance.

(d) Support water provision activities.

Work together with OHA and OHA partners to support access by selected well users with nitrate levels above 10 mg/L to access free bottled water delivery.

EXHIBIT A - Part 2-Disbursement and Financial Reporting Requirements

1. Disbursement of Funds

- a. OHA will make approximately equal monthly payments to Recipient to reach the total grant award amount provided in Attachment 1 to this Exhibit A, Part 2. The payments will be determined by calculating the number of months left in the Agreement, starting with the month after all signatures are obtained, and then dividing the total award amount by the number of months calculated. This will be the disbursement method unless otherwise described in the Financial Assistance Award or is provided for in paragraph 1.b. below.
- b. Disbursements to Recipient will also subject to the following:
 - (1) Upon written request of Recipient to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet Recipient program needs.
 - (2) At its discretion, OHA may reduce monthly disbursements of financial assistance to Recipient as a result of, and consistent with, Recipient's underexpenditure or overexpenditure of prior monthly disbursements.
 - (3) After providing Recipient 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of Recipient's reports required to be submitted to OHA under this Exhibit A, Part 2, Section 2, "Reporting Requirements" are unapproved, are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold monthly disbursements under this Agreement until the reports have been submitted or corrected to OHA's satisfaction.
- c. OHA may disburse to Recipient financial assistance for a Program Element in advance of Grantee's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery under Section 5 of Exhibit B. The mere disbursement of financial assistance to Recipient in accordance with the disbursement procedures described above does not vest in Recipient any right to retain those funds. Disbursements are considered an advance of funds to Recipient which Recipient may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.
- d. Recipient shall submit all requests, work plans, budgets, reports and invoices to OHA following the instructions, templates, requirements and the budget guidance documents available from OHA to the email address below.

OHA-PHD

Attn: Jordan Barron-Kennedy MPH, MBA

800 NE Oregon St., Ste. 930

Portland, OR 97232

community.publichealth@odhsoha.oregon.gov

- e. Recipients shall use the Agreement funds for expenses as described in Recipient's approved budget on file with OHA and as awarded in the Financial Assistance Award. Reallocation of funds of the approved budget will require resubmission of the budget and approval by OHA. The revised budget will be on file with OHA.
- f. Travel expenses are allowed if they are within the Recipient's approved budget. All travel shall be allowed only when the travel is essential to the normal discharge of Recipient's responsibilities. No grant funds may be expended for costs that are not directly related to the activities of Recipient under this Agreement. Travel expenses shall be paid in accordance with the rates set forth in the Oregon Accounting Manual as of the date Recipient incurred the travel

or other expenses. The Oregon Accounting Manual is available at <https://www.oregon.gov/das/Financial/Acctng/Pages/OAM.aspx>.

2. Reporting Requirements

a. Expenditure Reports

Expenditure Reports for Allowable Activities are required to document how the payments Recipient received were used. All Expenditure Reports should be submitted quarterly through reporting dashboards or emailed to: community.publichealth@odhsoha.oregon.gov

Recipient must submit Expenditure Reports using the template provided by OHA on the following schedule:

- February 1, 2024-March 31, 2024 by April 30, 2024
- April 1, 2024-June 30, 2024 by July 31, 2024
- July 1, 2024-September 30, 2024 by October 31, 2024
- October 1, 2024-December 31, 2024 by January 31, 2025
- January 1, 2025-March 31, 2025 by April 30, 2025
- April 1, 2025-June 30, 2025 by July 31, 2025

Reporting requirement processes may change as determined by OHA with additional consideration from community partners. See table below for additional details and requirements for the Expenditure Reports.

b. Activity Reports

Recipient shall provide a summary of program-related activities in a report that is submitted to: community.publichealth@odhsoha.oregon.gov.

See table below for additional details and requirements for the Activity Reports.

c. Reporting Requirements Table

Quarterly Reporting Periods are defined as follows:

- Quarter 1 – July 1 through September 30
- Quarter 2 – October 1 through December 31
- Quarter 3 – January 1 through March 31
- Quarter 4 – April 1 through June 30

Report Type	Reporting Requirement	Reporting Period(s)	Reporting Frequency	Report Due Dates
Activity Report	Recipient shall provide a summary of program-related activities as described in OHA-approved workplan / scope of work using an OHA-provided “Activity Report Template.” Participant shall participate in program evaluation activities that will be determined by community-based organizations and OHA.	Each 3-month period (quarter) of the Agreement, except that the first reporting period may be less than a full quarter.	Submitted every 3 months with an evaluation report due at the end of the Agreement period.	The last day of the calendar month following the end of the respective quarterly Reporting Period.

Report Type	Reporting Requirement	Reporting Period(s)	Reporting Frequency	Report Due Dates
Expenditure Reports for Allowable Program Activities	Recipient’s expenditure reports shall include a summary of expenditures for the Reporting Period, including: a completed Expenditure Report for Allowable Program Activities, and supporting documentation for expenses as requested by OHA, which Recipient shall maintain in accordance with Exhibit B, Section 10, “Records Maintenance, Access.”	The first Expenditure Report submission shall include, if applicable, the Agreement’s entire pre-execution period through the first quarter of the Agreement. Then, Expenditure Reports shall be submitted quarterly through the Agreement’s expiration date thereafter.	Initial Pre-execution period plus first quarter (may be partial), then submitted quarterly thereafter.	The last day of the month following the end of the quarter Reporting Period.

d. Additional Reporting Requirements:

Program-specific reporting requirements may vary across Program Elements and/or be in addition to the other Reporting Requirements of this section, based on reporting requirements from their respective funders which include Federal and State of Oregon partners.

Attachment 1
Financial Assistance Award

EXHIBIT B - Standard Terms and Conditions

1. Governing Law, 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") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties; Conflict of Interest.

- a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

4. Grant Funds; Disbursements.

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, Recipient

shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Indemnity.

RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA 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, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

8. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA’s notice or such longer period as OHA may specify in such notice; or
- (3) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient’s performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA’s notice, or such longer period as OHA may specify in such notice.

- b.** OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 8.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 8.e.(2);
 - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
 - (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

- c.** Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.
- d.** Recipient's Remedies for OHA's Default. In the event OHA terminates the Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 8.e.(3), Recipient's sole monetary remedy will be a claim for unpaid invoices or for reimbursement or disbursement of funds authorized by this Agreement but not yet invoiced. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.
- e.** Termination.
- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program;
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source; or
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
 - (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 8.a.

- (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.
- (4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 8.e.(5) survives the expiration or termination of this Agreement.
- (6) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

9. Insurance.

Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.

10. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final disbursement and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

11. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

12. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

13. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

14. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

15. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

16. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

17. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine

generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street, E-03
Salem, Oregon 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

18. Headings.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

19. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

20. Merger Clause.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

EXHIBIT C - Insurance Requirements

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

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

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Recipient shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

2. COMMERCIAL GENERAL LIABILITY:

Required

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

3. AUTOMOBILE LIABILITY INSURANCE:

Required

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

4. EXCESS/UMBRELLA INSURANCE:

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

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

5. ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, but only with respect to Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

6. WAIVER OF SUBROGATION:

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

7. CONTINUOUS CLAIMS MADE COVERAGE:

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

- a. Recipient’s completion and OHA’s acceptance of all Services required under the Agreement, or
- b. OHA or Recipient termination of this Agreement, or
- c. The expiration of all warranty periods provided under this Agreement.

8. CERTIFICATE(S) AND PROOF OF INSURANCE:

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

9. NOTICE OF CHANGE OR CANCELLATION:

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

10. INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by OHA under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and OHA.

11. STATE ACCEPTANCE:

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

EXHIBIT D - Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions.

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Air Pollution and Prevention and Control Act as amended (commonly known as the Clean Air Act) (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1389), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. Truth in Lobbying. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c.** The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e.** No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h.** No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) Section 6002 of that Act (42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a.** Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access.”

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension” (2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Pro-Children Act.

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

10. Medicaid Services. Reserved

11. Agency-based Voter Registration.

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure. Reserved

13. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

14. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR § 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR 200.317 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

15. Federal Whistleblower Protection.

Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT E - Information Required by 2 CFR § 200.331(a)(1)