



Grant Agreement Number 185414

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

Deschutes County
Acting by and through its Deschutes County Department of Health
2577 NE Courtney Drive
Bend, OR 97701
Attention: Jessica Jacks and Grace Evans
Telephone: 541-322-7400
E-mail address: Jessica.jacks@deschutes.org grace.evans@deschutes.org

hereinafter referred to as “**Recipient.**”

The program to be supported under this Agreement relates principally to the ODHS’

Office of Self Sufficiency
Youth Services Programs/My Future My Choice
500 Summer St. NE
Salem, OR 97301
Agreement Administrator: William Baney or delegate
Telephone: 503-508-2039
E-mail address: william.baney@odhs.oregon.gov

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 6., below have been obtained. Recipient's performance of the program described in Exhibit A, Part 1, "Program Description" may start on **July 1, 2025**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Disbursement and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2026**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient 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: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.332(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated into 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, F, and E.

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$82,000.00**. ODHS 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. ODHS will disburse the grant to Recipient as described in Exhibit A.

4. **Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

☒ Recipient is a subrecipient ☐ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: **93.235**

5. Recipient Information 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): Deschutes County, a political subdivision of the State of Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: Deschutes.org

Telephone: (541) 322-7500 Fax: (541) 322-7565

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self-Insured Effective 7/1/87

Policy #: _____ Expiration Date: No Expiration

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 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to ODHS under this Agreement;
- (2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury

and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

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

- 6. 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.

Dechutes County

By:

_____	Anthony DeBone
Authorized Signature	Printed Name
Chair, Board of County Commissioners	_____
Title	Date

State of Oregon, acting by and through its Oregon Department of Human Services

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(b)	_____
Oregon Department of Justice	Date

EXHIBIT A
Part 1
Program Description

1. Purpose

Recipient (subgrantee) agrees to coordinate implementation and delivery of the *My Future-My Choice (MFMC)* middle school curriculum which may include implementation of the Teen Leader peer education program. The MFMC curricula are middle school sexual health education lessons developed by the Oregon Department of Human Services (ODHS). The MFMC program is designed to meet the requirements of OAR 581-022-1440 to provide age-appropriate, comprehensive sexuality education as an integral part of the middle school health education curriculum. The Teen Leader program recruits, trains and supports high school students in offering peer-led versions of four MFMC lessons.

2. Agreement Objective

ODHS offers the My Future-My Choice middle school curriculum to all interested schools in Oregon. Subgrantees agree to support this effort by promoting it to schools in their local area, as outlined in this grant agreement. The *My Future-My Choice* curriculum offers comprehensive, abstinence-based, medically accurate, age-appropriate, inclusive, and trauma-informed sexual health lessons for middle school students. The curriculum is based on research and best-practice and was designed to help youth make healthy choices about their own sexual health. Per the requirements of Oregon state law, the MFMC middle school curriculum cover various health topics such as puberty, media literacy, the characteristics of healthy and unhealthy relationships, consent, boundary setting, communication, respect, gender identity, goal setting, decision-making and risk reduction. While the middle school curriculum acknowledges religious belief as a possible impact on sexual decision making, this program shall not be a forum for presenting religious tenets or religious beliefs in relationship to the subject matter.

3. *My Future-My Choice* Sexual Risk Avoidance Education (SRAE) Recipient (Subgrantee) Requirements:

a. Recipient Roles and Responsibilities

- 1) Designate a Program Coordinator to be the primary contact with ODHS. This may be a participating teacher, health department staff member or other contracted entity.
- 2) Designate a Contract Contact to be the primary contract signer.
- 3) Designate a primary Financial Contact to be a primary fiscal agent.

b. Program Coordinator will ensure the following takes place:

- 1) Promotion of the *My Future-My Choice* middle school program in designated area and sharing of key information with schools regarding curriculum availability, program overview, materials, reimbursement components, skills-based teacher training availability and school supported Teen Leader option and training.
- 2) Communication with school leadership in designated area as needed regarding overall operations and requirements of the *My Future-My Choice* Program including statistical data submission requirements, federal reporting requirements, training requirements and reimbursement process.
- 3) Communication with participating schools regarding middle school curriculum requirements, updates and required trainings. This includes promotion of teacher trainings and recruitment of teen leaders.
- 4) Submission of quarterly invoices and required narrative reports to ODHS.

c. **Recipient (Subgrantee) agrees to:**

- 1) Comply with the requirements identified in the *My Future-My Choice* Program Description utilizing current materials and procedures.
- 2) Provide staff to fulfill the roles of Program Coordinator and all related administrative support required for the implementation of the middle school curriculum.
- 3) Provide communication concerning all aspects of the *My Future-My Choice* Program to support the work of the paid Program Coordinator, Classroom Facilitators, Teen Leaders and ODHS Program Specialists.
- 4) Communicate with schools as necessary regarding requirements for having teen leaders in the classroom, and instructor (Classroom Facilitator) training requirements.
- 5) Communicate with schools about Oregon Health Education Standards as they relate to the middle school sexual health education and MFMC. Support schools in teaching MFMC to fidelity to ensure health education standards are being met and curriculum is inclusive of all students.
- 6) Should adaptations be made to the MFMC middle school curriculum by a school district, notify Program Specialist about changes made and that district's plans to meet health standards in the future.
- 7) Should a school district decide to implement MFMC in a grade level for which it is not designed (e.g. teaching 6th grade MFMC in 7th grade), communicate with the school district about the need to adapt the curriculum to meet that grade level's sexual health education requirements.
- 8) Communicate to schools and other MFMC implementation sites the requirements around any program evaluation and data collection being conducted and facilitate such data collection and program evaluation.
- 9) Ensure that education in the classroom on contraception is medically accurate and complete.

- 10) Participate in one yearly grantee monitoring meeting with MFMC Program Specialists prior to the beginning of each school year.
- 11) Participate in check-in meetings with MFMC Program Specialists, scheduled quarterly or as frequently as needed by subgrantee.
- 12) Support collection of entry and exit surveys for the purpose of meeting federal performance measures.

4. Additional My Future-My Choice Program Roles if implementing the Teen Leader component. The Recipient may choose to provide the following roles as defined in sections a) and b) below. They may also choose to request that a school, school district or partner agency fill these roles. If the Recipient requests a school, school district or agency fill these roles, the Recipient will communicate all the requirements of these roles to the school, school district or agency who oversees these roles. These roles are defined in the following paragraphs.

a. Classroom Facilitator

- 1) A trained adult who provides support to high school Teen Leaders during the delivery of all the teen-led lessons.
- 2) This is commonly the middle school teacher of the class whose school district has adopted the MFMC middle school curriculum.
- 3) The Classroom Facilitator is required to be present in the classroom during the entirety of all teen-led lessons. To serve as the Classroom Facilitator, the teacher must complete a Classroom Facilitator Training provided by the MFMC program. This training will instruct teachers on how to provide the MFMC lessons and how to support Teen Leaders in delivering lessons.
- 4) All Classroom Facilitators supporting teens are required to go through the most up to date in-person or virtual training. If Classroom Facilitators have previously received MFMC Classroom Facilitator Training on the most updated curriculum, re-training is not required except for after a major revision to the curriculum. A major revision of the curriculum includes but is not limited to lesson content addition or removal, introduction of new activities, worksheets, supporting materials and other major changes as defined by MFMC Program Specialists. Minor revisions such as lesson reordering, grammar edits, and medical accuracy updates do not require re-training. For teachers with experience teaching MFMC, a shorter training may be offered to target new MFMC content.

b. Teen Leader

- 1) High school students approved by their school to participate in the *My Future-My Choice* Program as peer educators (Teen Leaders).
- 2) Teen Leaders are trained by MFMC Program Specialists to facilitate and present the teen-led MFMC lessons

- 3) Teen Leaders are required to attend the one-day annual in-person training or 2-day virtual training provided by ODHS.
- 4) If the Teen Leader has been trained in a previous year and has experience teaching in the classroom, they are eligible to attend a shorter annual training known as an Alumni Teen Leader Training.

5. My Future-My Choice Program Implementation Requirements for Sites:

- a. Sites implementing MFMC agree to use the most current version of MFMC curriculum materials including curriculum classroom guide, Teen Leader Guides, and accompanying lesson PowerPoints, posters, and materials.
- b. If Recipient chooses to use Teen Leaders in the classroom:
 - 1) Teens must go through annual training with ODHS MFMC Staff. If Teens have taught in the classroom before, sites may have the option to offer a shortened “alumni” Teen Leader Training provided by MFMC Staff.
 - 2) Program Coordinators will ensure that Classroom Facilitators have met all training requirements to support Teen Leaders. Classroom facilitators will receive training on the MFMC curriculum and how to support Teen Leaders after any major curriculum revision. For new Classroom Facilitators, a full training should be provided.
 - 3) Program Coordinators will ensure that Teen Leaders have all met training requirements, as outlined in the previous section
 - 4) Program Coordinators should work with their local high school teachers and community to ensure Teen Leaders are recruited from a diverse pool of applicants. Program Coordinators should avoid using grades or GPA as the sole requirement for participation in the Teen Leader program. Other considerations may include:
 - a) Recruiting students that have a passion for quality sexual health education, equity or systems change
 - b) Students that have a history of reliability
 - c) Students with strong communication or presentation skills
 - d) Recruiting students from GSAs/QSAs and other clubs that represent targeted student identities
- c. If Recipient does not choose to use Teen Leaders in the classroom:
 Program Coordinator will ensure that all teachers receive training on the most recent version of the MFMC curriculum. For teachers new to MFMC, a full training should be provided. For teachers with experience teaching MFMC, a shorter training may be offered to target new MFMC content. Re-training is required after a major revision. A major revision of the curriculum includes but is not limited to lesson content addition or removal, introduction of new activities, worksheets, supporting materials and other major changes as defined by MFMC

Program Specialists. Minor revisions such as lesson reordering, grammar edits, and medical accuracy updates do not require re-training.

6. ODHS Agreement, Roles, and Responsibilities

- a. ODHS will designate an ODHS Program Specialist to serve as a primary contact for the Program Coordinator. An ODHS Program Specialist is a designated ODHS staff member with expertise in the subject matter who will be a resource and primary contact for this Program.
- b. The ODHS Program Specialist agrees to:
 - 1) Communicate with the My Future-My Choice Program Coordinator as necessary to ensure all roles are covered and requirements are met.
 - 2) Ensure trainings are provided to Teen Leaders and Classroom Facilitators based on agreed time and location.
 - 3) Share general sexual health education training opportunities put on by ODHS.
 - 4) When possible, conduct site visits to classrooms to evaluate the effectiveness of the training and potential improvements.
 - 5) Share program and curriculum updates.
 - 6) Provide technical support and guidance for the overall program operations.
 - 7) Obtain grant funding required to facilitate the *My Future-My Choice* Program.
 - 8) Communicate with the Recipient regarding all operations as needed during implementation of the *My Future-My Choice* Program.
- c. ODHS agrees to reimburse program funds up to the not-to-exceed limit of this Agreement.

7. Reports and Agreement Monitoring

- a. Three annual data reporting deadlines are required of the Recipient and shall include the following items
 - 1) Statistical information from all participating schools capturing the following information.
 - a) School name;
 - b) Which MFMC curriculum was taught
 - c) Grade level of students receiving this curriculum;
 - d) Type of class in which MFMC was taught;
 - e) Lesson 1 start date;
 - f) Total number of students who received MFMC lessons;
 - g) Teacher / Classroom Facilitator's name;
 - h) Number of Teen Leaders used (if used),

- i) Number of students that opted out of program (total and by lesson).
 - 2) The statistical information listed above will be reported using the designated tool provided by *My Future-My Choice* staff at the beginning of each school year.
 - 3) Reporting shall occur not later than **January 10, April 10, AND June 10** of the current agreement year. In the case that the Recipient does not have any data to report for one of these reporting deadlines (e.g. no MFMC lessons were taught during that reporting period), the Recipient will notify MFMC that they have no data to submit.
- b. Grant recipients shall collect entry and exit surveys data from all participating students as a condition of receiving SRAE grant funding.
- 1) Program Coordinator shall obtain necessary approval from district administration prior to survey implementation.
 - 2) Program Coordinator shall ensure that participating schools distribute a Parent/Caregiver Notification Letter which includes entry and exit survey information and an opt out opportunity.
 - 3) Program Coordinator shall provide teachers who are implementing MFMC either printed copies of entry and exit surveys or links to web-based entry and exit surveys. The entry survey shall be administered prior to lesson 1 and the exit survey administered after the conclusion of lesson 10.
 - 4) Surveys are provided in both English and Spanish. Program Coordinator shall notify the Program Specialist if the survey is needed in additional languages and/or adaptations are needed for students with disabilities.
- c. Financial Contact will submit quarterly fiscal reporting summarizing expense for administrative costs, staffing costs, supplies and other expenses incurred each quarter. This report will be submitted along with invoices outlining the expenses by category.
- 1) Report must be detailed to show allowable costs as shown on the last page of this agreement.
 - 2) Narrative report must accompany the invoice with detailed explanation of expenditures. This should include a calculated breakdown of salary, number of hours worked by staff on MFMC program goals, administrative costs (capped at 10%) and a detailed list of expenses.
 - 3) Reports must be completed using the most current form provided by the ODHS *My Future-My Choice* Program. This form will be provided at the beginning of each school year.
 - 4) **Allowable Costs Associated with this Agreement:**
 - a) Salaries and stipends.
 - b) Benefits.
 - c) Travel/ Transportation.
 - d) Substitute Teacher expenses.

- e) Teen Leader Training costs.
- f) Teacher, Adult Instructor, Classroom Facilitator Training costs.
- g) Sexual health related trainings for professional development
- h) Classroom and program participation incentive items.
- i) Classroom handouts and materials not provided by ODHS.
- j) Other program support requested in writing and approved by ODHS

8. Agreement Monitoring

- a. Agreement performance will be monitored by ODHS contract administrator or designee.
- b. Monitoring of fiscal operations may be completed by the ODHS Agreement administrator or by any designated auditor as required by law.

EXHIBIT A

Part 2

Disbursement and Financial Reporting

1. Disbursement of Grant Funds.

a. During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, ODHS will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement, to be disbursed as follows:

- 1) DHS will reimburse Recipient for services provided in support of the *My Future-My Choice* Program on a quarterly schedule.
- 2) Recipient shall submit quarterly charges on reimbursement forms approved by DHS and sent to the DHS Agreement Administrator or designee approved by the Agreement Administrator. The reimbursement form shall be submitted to: Department of Human Services, Self Sufficiency Programs, My Future-My Choice Invoicing, 500 Summer Street NE E48, Salem, Oregon 97301.
- 3) Invoices shall describe, itemize, and explain all expenses incurred as they relate to the *My Future-My Choice* Program, and for whom services were provided.

b. Allowable Costs.

- 1) Recipient may charge to the Agreement only allowable costs resulting from authorized service delivery during the Agreement funding period.
- 2) Allowable costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. All costs charged to the Agreement, including costs for direct and indirect services, must comply with the applicable Federal cost principles.

EXHIBIT A

Part 3 Special Provisions

SUBRECIPIENTS AND SUBCONTRACT MONITORING AND MANAGEMENT

- All Federal assistance programs must comply with the Subrecipient Monitoring and Management requirements described in subpart D, 45 CFR §§75.351 - 75.353 (effective 10/1/2025: 2 CFR §§200.331 - 200.333). Discretionary awards are also subject to the ACF Term and Condition on Subawards located on the Administrative and National Policy Requirements page, see item 4 herein.

- Debarred or Suspended. No entity may participate in these programs in any capacity or be a recipient or subrecipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal financial assistance programs or activities. Please see Executive Orders 12549 and 12689, as well as 2 CFR Parts 180 and 376 for debarment and suspension provisions. Recipients must include a similar T&C for all subawards and contracts awarded under these programs. Prior to issuing subawards and contracts under the Federal award, the recipient (pass-through) must review information available through the System for Award Management (SAM), <https://www.sam.gov>, to determine whether an entity is ineligible.

- Determinations. Recipients are required to make case-by-case subrecipient and contractor determinations on whether the substance of an agreement creates a Federal assistance relationship (subaward) or a procurement relationship (contract) in accordance with 45 CFR §75.351 (effective 10/1/2025: 2 CFR §200.331). The presence of one or more characteristics may not be present in all cases; as such, the recipient must use judgment as the substance of the relationship is more important than the form of the agreement. ACF may also supply and require recipients to comply with additional guidance to support these determinations.

Please note for subrecipients: There is a long standing ACF OGM policy that any State, local, Tribal, or Territorial governments providing a service for a pass-through entity must be considered a subrecipient.

- Fixed amount subawards. A fixed amount award cannot be used in programs which require mandatory cost sharing or matching in accordance with 45 CFR §75.201(b)(2) (effective 10/1/2025: 2 CFR §200.201(b)(2)). Many Federal assistance programs require the recipient to provide a portion of program funding, as specified in Federal law. Please see the NOFO or program-specific supplemental T&Cs for the cost sharing or matching (non-Federal share) requirement.
- Indirect Cost. In accordance with 45 CFR §75.352(a)(4) (effective 10/1/2025: 2 CFR §200.332(a)(4)), pass-throughs must recognize the approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or if

no such rate exists, either a rate negotiated between the recipients and subrecipient or provide a percent de minimis indirect cost rate (10 % under 45 CFR §75.414(f) prior to 10/1/2024; effective date 10/1/2025: 15% under 2 CFR §200.414) Please direct indirect cost questions to the HHS PSC Division of Cost Allocation Services (CAS), see CAS Contact Us.

OIG HOTLINE

The OIG of HHS maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the website is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

Online: <https://oig.hhs.gov/report-fraud>

Phone: 800-HHS-TIPS (800-447-8477) TTY:
800-377-4950

Fax: 800-223-8164

If you are a provider, HHS contractor, HHS recipient or subrecipient and want to self-disclose potential fraud in HHS programs, please visit the self-disclosure webpage at:

<https://oig.hhs.gov/compliance/self-disclosure-info/index.asp>.

IMPORTANT WEBSITES

- Welcome To ACF website.
- ACF Award Terms and Conditions.
- HHS Grants website.
- Congress.gov Congressional Research Service: Appropriations.
- General and Permanent Laws: United States Code (U.S.C.).
- Federal Regulations: Electronic Code of Federal Regulations (e-CFR).
- Congress.gov: U.S. Federal Legislative Information.

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 ODHS 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.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
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 ODHS’ participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, 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 ODHS. 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, the Recipient shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS 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 ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, 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 ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
 - c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines

and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

- 8. Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

- a. Default by Recipient.** Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b.** ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS 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 9.c.(2);
 - (2) withholding all or part of monies not yet disbursed by ODHS 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 ODHS 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 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;
 - (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
 - (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 “ODHS Client”, including any Medicaid Eligible Individual, under its care.

- (2) ODHS’ Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
- (3) 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.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS’ property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. 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 ODHS 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.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any ODHS Information Asset or Network and Information System in which security or privacy requirements

apply, and ODHS grants Recipient, its subcontractor(s), or both access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a.** Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS 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.

14. 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.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS’ prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS’ consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. ODHS 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.

17. 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.

18. 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

ODHS 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.

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

This Section shall survive expiration or termination of this Agreement.

19. **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.
20. **Amendments; Waiver; Consent.** ODHS 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.
21. **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.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

INSURANCE REQUIREMENTS:

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

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

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

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

COMMERCIAL GENERAL LIABILITY:

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

AUTOMOBILE LIABILITY INSURANCE:

☐ Required ☒ Not 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 \$_____ 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

Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than _____ per claim and not less than _____ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ Required ☒ Not required

Recipient shall provide Network Security and Privacy Liability Insurance for the duration of this Grant Agreement and for the period of time in which Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$ _____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY:

☐ Required ☒ Not required

Recipient shall provide Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the goods delivered or Services (including transportation risk) performed under this Grant Agreement is required with a combined single limit per occurrence not less than \$ _____ and not less than \$ _____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Recipient that arise from the goods delivered or Services (including transportation risk) performed by Recipient under this Grant Agreement is also acceptable.

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 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.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its

officers, employees, and agents as Additional Insureds, but only with respect to Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant 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.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency 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 Agency has received a Waiver of Subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

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, require 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 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 1387), 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 ODHS, 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

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.

7. Audits.

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 ODHS 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”.

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9. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 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. **Disclosures.** 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 § 200.318 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 § 200.332(a)(1)

1. Recipient Name: *(Must match the registered name associated with 3. below)* Dechutes County
2. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - a. Name of federal awarding agency: Department of Health and Human Services
 - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Department of Human Services (ODHS),
 - c. Contact information for awarding official of pass-through entity: William Baney
3. Recipient's Unique Entity Identifier (UEI): SVJRCF7JN519
4. Federal Award Identification Number (FAIN): 2503ORSRAE
5. Federal award date: *(date of award to state by federal agency)* 10/01/2024
6. Sub-award period of performance: Start Date: 07/01/2025 End Date: 06/30/2026
7. Sub-award budget period Start Date: 07/01/2025 End Date: 06/30/2026
8. Amount of federal funds obligated by this Agreement: \$82,000.00
9. *Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: \$82,000.00
10. Total amount of the Federal Award committed to Recipient by pass-through entity: *(amount of federal funds from this FAIN committed to Recipient)* \$82,000.00
11. Federal award project description: Sexual Risk Avoidance Education (SRAE)
12. Assistance Listings number and Title: 93.235
Amount: \$82,000.00
13. Is award research and development? ☐ Yes ☒ No
14. Indirect cost rate for the Federal award: *(include if the de minimis rate is charged per § 200.414)*: 15%

*The total amount of federal funds obligated to the Recipient by the pass-through entity is the total amount of federal funds obligated to the Recipient by the pass-through entity during the current fiscal year 2025.