

June 26, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Revenue Subagreement with Oregon State University for parenting education.  
Agreement Value is \$225,000 for 16 months. Funding is through the Oregon Health  
Authority. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	No Previous Board Action		
<b>Performance Clackamas</b>	1. Ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes, Ryan Hammond	<b>Procurement Review</b>	No
<b>Contact Person</b>	Jessica Duke	<b>Contact Phone</b>	971-291-8569

**EXECUTIVE SUMMARY:** The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department, in its role as the Parenting Hub Coordinator for the region, requests approval of a Subagreement from Oregon State University to continue parenting education programming and parenting supports by funding competitively awarded local non-profit organizations to provide evidence-based and/or culturally responsive curriculum training focused on parenting education for families. Evidence-based parenting and family skills training has been shown to significantly improve parenting skills, enhance family relationships, reduce problem behaviors, alcohol and drug abuse, and improve social competencies and school performance.

Oregon State University receives pass-through funds for Parenting Education from multiple funders, all of which support parenting education. This Oregon State University Agreement is funded with pass-through funds from the Oregon Health Authority.

Since 2014, the Clackamas County Parenting Hub has provided parenting education and family support to over 53,807 participants in the County through direct services and community mini-grants, resulting in 2,898 cumulative classes, community activities, and workshops. From July 2025 – June 2027, these funds will support over 4,000 parents and youth prenatal-to-18, as well as strengthen and connect community systems to streamline services for families through:

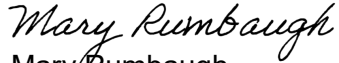
- Parenting Education series and workshops
- Parent and family support activities
- Resource connection through social media posts and community calendar.
- Local Economy support through small grants to Non-profit Organizations and School Districts

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The total value is \$225,000 for the period from March 2024 to June 2025. Carryforward is allowed through the 2025-2027 biennium (July 1, 2025, to June 30, 2027). No County General Funds are involved.

**RECOMMENDATION:** Staff respectfully requests that the Board of County Commissioners approve this Revenue Subagreement (12027) and authorize the Chair Roberts or his designee to sign on behalf of – Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Rumbaugh".

Mary Rumbaugh,  
Director of Health, Housing and Human Services

## **SUBAGREEMENT NO. K0097B-F**

**THIS SUBAGREEMENT**, hereinafter referred to as SUBAGREEMENT, is entered into by and between **OREGON STATE UNIVERSITY**, hereinafter called UNIVERSITY and CLACKAMAS COUNTY, hereinafter called SUBCONTRACTOR.

### **Background:**

UNIVERSITY has been awarded Grant Number 182215, hereinafter referred to as Prime Award and attached hereto as Exhibit A, from Oregon Health Authority, hereinafter referred to as Agency; and

UNIVERSITY wishes to subcontract certain duties it has under the Prime Award and SUBCONTRACTOR is desirous and capable of performing the services; and;

**NOW THEREFORE**, in consideration of the mutual promises hereinafter contained, the parties agree to the following conditions:

### **ARTICLE 1. THE PERIOD OF PERFORMANCE**

The period of performance under this SUBAGREEMENT shall commence on the date of last signature and terminate on June 30, 2025. Costs incurred from March 1, 2024, are allowable expenses under this SUBAGREEMENT.

### **ARTICLE 2. SCOPE OF WORK**

SUBCONTRACTOR shall provide research or services as directed by UNIVERSITY's Principal Investigator, **Dr. Shauna Tominey**, within the scope of Attachment 1 ("Scope of Work"). Notwithstanding the foregoing, the Principal Investigator cannot and will not control the means and manner of SUBCONTRACTOR's performance. SUBCONTRACTOR is responsible for determining the appropriate means and manner of performing the Scope of Work.

### **ARTICLE 3. KEY PERSONNEL**

It having been determined that the employee whose name appears below or persons approved by the UNIVERSITY as persons of substantially equal abilities and qualifications are necessary for the successful performance of this SUBAGREEMENT, SUBCONTRACTOR shall assign such employee or persons to the performance of this work and shall not reassign or remove him/her without the prior written consent of the UNIVERSITY. Whenever one or more of the aforementioned employees is unavailable for assignment or performance of the agreed-upon Scope of Work, SUBCONTRACTOR shall nominate a substitute of the same or equal qualifications for approval of UNIVERSITY. In the event SUBCONTRACTOR requests that UNIVERSITY approve a re-assignment or transfer, UNIVERSITY shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement.

**Sophia Butler**

### **ARTICLE 4. RELATIONSHIP OF THE PARTIES**

SUBCONTRACTOR agrees that in all matters relating to this SUBAGREEMENT, it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this SUBAGREEMENT. SUBCONTRACTOR shall have no right, power or authority to create any obligation, expressed or implied, on behalf of UNIVERSITY and/or the funding agency and shall have no authority to represent UNIVERSITY as an agent.

### **ARTICLE 5. ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS**

This SUBAGREEMENT is subject to the terms and conditions of the Prime Award. "Allowable Costs" under

this SUBAGREEMENT means expenditures that UNIVERSITY has determined to comply with the terms of this SUBAGREEMENT which includes, without limitation, the following:

- (a) Attachment 2 ("Budget") which is hereby incorporated herein;
- (b) the terms and conditions of the Prime Award;
- (c) the cost principles and the administrative requirements of: the Uniform Guidance, or the Federal Acquisition Regulations (FAR) Subpart 31.3 (48 CFR 31), as applicable.

In the event of an inconsistency or conflict between or among the provisions of this SUBAGREEMENT and the terms and conditions of the Prime Award, the Prime Award shall control and then followed by this SUBAGREEMENT. SUBCONTRACTOR shall comply with the terms of the Prime Award to the extent the terms are applicable to SUBCONTRACTOR.

## **ARTICLE 6. CONSIDERATION**

Total reimbursement by UNIVERSITY under this SUBAGREEMENT shall not exceed **\$225,000** for the full and complete performance of the Scope of Work.

## **ARTICLE 7. INVOICING AND PAYMENT**

SUBCONTRACTOR shall submit invoices for current and cumulative costs with signed certification, itemized by budget category as detailed in the Budget, to UNIVERSITY monthly and shall be reimbursed for Allowable Costs incurred. UNIVERSITY may withhold reimbursement for questionable costs until SUBCONTRACTOR provides adequate documentation to substantiate the expenditures as Allowable Costs. If SUBCONTRACTOR has committed to cost share, as described in the Prime Award and Budget, SUBCONTRACTOR shall document the cost share for the invoice period with each invoice. The final invoice shall be submitted no later than fifteen (15) days after the termination date stated in Article I and shall include documentation of the balance of the committed cost share. UNIVERSITY is under no obligation to pay invoices submitted later than fifteen (15) days after the termination date.

SUBCONTRACTOR agrees that the Scope of Work will be completed in compliance with all provisions of this SUBAGREEMENT, and that the claims of any and all persons furnishing labor or materials in performance of the research, will be paid in full with no obligation outstanding that could be made the basis of a claim or lien under the applicable federal, state or local laws.

SUBCONTRACTOR also agrees to assign, transfer, set over and release to UNIVERSITY all right, title and interest to any refunds, rebates, credits or other amounts arising out of the performance of SUBAGREEMENT, due to UNIVERSITY.

Invoices must reference UNIVERSITY'S SUBAGREEMENT No. at the top of this SUBAGREEMENT and be mailed to:

Oregon State University  
Office for Sponsored Research and Award Administration  
312 Kerr Administration Bldg.  
Corvallis, OR 97331-2140  
Email: Subawards@oregonstate.edu

UNIVERSITY shall pay SUBCONTRACTOR within thirty (30) days of receipt of invoices.

## **ARTICLE 8. EQUIPMENT**

If equipment is purchased under this SUBAGREEMENT, title to equipment shall be as set out in the Prime Award. If equipment is purchased, SUBCONTRACTOR shall include a list of the purchased equipment with the final invoice.



## **ARTICLE 9. CLOSEOUT**

Closeout requirements (due no later than 15 days from termination date):

- a. Final invoice is to be submitted to Subawards@oregonstate.edu.
- b. If cost share was committed, the balance of the cost share documentation is to be submitted with the final invoice.
- c. Report of any equipment purchased is to be submitted with the final invoice.
- d. A copy of the Invention Disclosure (if applicable) is to be submitted with the final invoice.
- e. Completion and certification of "Subaward Closeout Requirements" (Attachment 3) document is to be submitted with the final invoice.
- f. Final progress report is to be submitted to Prime Recipient's Investigator.

The final invoice will not be paid until all above items above have been submitted to the Office for Sponsored Research and Administration at the address in Article 7, and verification is received from UNIVERSITY's Principal Investigator that the SUBAGREEMENT Scope of Work has been completed.

## **ARTICLE 10. PUBLICATIONS**

Publications resulting from the work performed by SUBCONTRACTOR pursuant to this SUBAGREEMENT shall be submitted to UNIVERSITY thirty (30) days prior to date of publication. UNIVERSITY may review the publication for inclusion of patentable inventions or discoveries. This requirement terminates when this SUBAGREEMENT terminates.

## **ARTICLE 11. INTELLECTUAL PROPERTY**

All rights, title and interests to all inventions, copyrightable materials, computer software, semiconductor maskworks, tangible research property and trademarks ("Intellectual Property") conceived, invented, authorized, or reduced to practice, solely by SUBCONTRACTOR which are developed under this SUBAGREEMENT in the course of or pursuant to Scope of Work shall vest in SUBCONTRACTOR. Intellectual property jointly developed by UNIVERSITY and SUBCONTRACTOR shall be jointly owned by both parties. Intellectual property solely developed by UNIVERSITY shall be solely owned by UNIVERSITY.

SUBCONTRACTOR shall promptly disclose in writing to UNIVERSITY and Agency all inventions (whether patentable or not) created or first reduced to practice under this SUBAGREEMENT. SUBCONTRACTOR hereby grants to UNIVERSITY a non-exclusive, royalty-free license to any SUBCONTRACTOR invention or discovery solely for the purpose of and only to the extent required to meet University's obligations to the Agency. If any patents or inventions are developed under this SUBAGREEMENT, SUBCONTRACTOR shall include a copy of the Invention Disclosure with the final invoice as indicated in Article 9.

## **ARTICLE 12. TERMINATION**

UNIVERSITY may immediately terminate this SUBAGREEMENT if the Agency terminates the Prime Award for any reason. The conditions of the termination of this SUBAGREEMENT must be consistent with the conditions imposed upon UNIVERSITY by the Agency.

This SUBAGREEMENT may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice. This termination must be in writing and delivered by certified mail or in person. Any such termination of this SUBAGREEMENT shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

## **ARTICLE 13. DEFAULT**

UNIVERSITY by written notice of default (including breach of contract) to SUBCONTRACTOR may terminate the whole or any part of this SUBAGREEMENT:

- A. if SUBCONTRACTOR fails to perform the Scope of Work called for by this

SUBAGREEMENT within the time specified herein or any extension thereof; or

- B. if SUBCONTRACTOR fails to perform any of the other provisions of this SUBAGREEMENT, or fails to pursue the work so as to endanger performance of this SUBAGREEMENT in accordance with its terms, and after receipt of written notice from UNIVERSITY, fails to correct such failures within ten (10) days or such longer period as UNIVERSITY may authorize.

The rights and remedies of UNIVERSITY provided in this Article 13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this SUBAGREEMENT.

#### **ARTICLE 14. INSURANCE**

Unless covered by a State administrated Insurance Fund, SUBCONTRACTOR shall secure at its own expense and keep in effect during the term of this SUBAGREEMENT either general liability insurance or equivalent program of self-insurance with a broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Oregon State University, its officers, board members, employees and agents shall be included as additional insured in said insurance policy.

SUBCONTRACTOR Insurance as required by the Agency is included in Exhibit C of the Prime Award.

Certificate of Insurance shall be provided to the UNIVERSITY at the execution of this SUBAGREEMENT.

#### **ARTICLE 15. INDEMNIFICATION**

Subject to the limitations of the Oregon Tort Claims Act, UNIVERSITY shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, SUBCONTRACTOR against any liability for personal injury or damage to life or property arising from UNIVERSITY's negligent actions under this SUBAGREEMENT provided, however, UNIVERSITY shall not be required to indemnify SUBCONTRACTOR for any such liability arising out of the wrongful acts of employees or agents of SUBCONTRACTOR.

SUBCONTRACTOR shall indemnify UNIVERSITY and its officers, board members, employees and agents, subject to the limits of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), against any liability for personal injury or damage to life or property arising from SUBCONTRACTOR's negligent actions or those of its officers, agents or employees under this SUBAGREEMENT, provided, however, SUBCONTRACTOR shall not be required to indemnify UNIVERSITY for any such liability arising out of the wrongful acts of employees or agents of UNIVERSITY.

#### **ARTICLE 16. STATE WORKERS' COMPENSATION**

*The following clause is required in all State of Oregon contracts, however, it does not apply to contractors and subcontractors performing work under this SUBAGREEMENT if all work is performed outside Oregon and no out-of-state employee comes to Oregon to perform work in Oregon.*

SUBCONTRACTOR, its Subcontractors, if any, and all employers providing work, labor or materials under this SUBAGREEMENT are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires said employers to provide the required workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126.

#### **ARTICLE 17. APPLICABLE LAWS**

SUBCONTRACTOR agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to this SUBAGREEMENT. Without limiting the generality of the foregoing, SUBCONTRACTOR expressly agrees to comply with: (1) Title VI of the Civil Rights Act of 1964; (2) Title IX of the Education Amendments of 1972; (3) Section V of the Rehabilitation Act of 1973; (4) the Americans with

Disabilities Act of 1990; (5) the administrative rules established pursuant to those laws; and (6) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations

## **ARTICLE 18. ANTI-KICKBACK**

The Anti-Kickback Act of 1986 was passed to deter Subcontractors from making payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subagreement relating to a prime contract. By acceptance of this SUBAGREEMENT, SUBCONTRACTOR agrees to comply with the provisions of the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c).

## **ARTICLE 19. ASSURANCES AND CERTIFICATIONS**

Acceptance of this SUBAGREEMENT constitutes certification that SUBCONTRACTOR:

- A. is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. is not delinquent on any Federal debt.
- C. is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).
- D. to the best of SUBCONTRACTOR's knowledge and belief:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, 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.
  - 2. If funds other than Federal appropriated funds have been 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - 3. SUBCONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SUBCONTRACTOR agrees to notify UNIVERSITY immediately if there is any change of status in A, B, C, or D above.

During the course of this project, should the use of human subjects be involved, SUBCONTRACTOR assures compliance with federal regulations for the protection of human subjects in research and will provide documentation of current and ongoing Institutional Review Board (IRB) approval, such certification to be provided at the time of execution of this SUBAGREEMENT and on an annual basis during the period of performance under this SUBAGREEMENT. If this SUBAGREEMENT is issued under an NIH award, SUBCONTRACTOR also must ensure that key personnel involved in human subjects research are in compliance with the NIH policy on education in the protection of human research subjects and provide documentation of education of key personnel to UNIVERSITY. SUBCONTRACTOR also must provide its Federal Wide Assurance number.

During the course of this project, should the use of animals be involved, SUBCONTRACTOR assures

compliance with federal regulations for the protection of animals in research and will provide documentation of current and ongoing Institutional Animal Care and Use Committee (IACUC) approval, such certification to be provided at the time of execution of this SUBAGREEMENT and on an annual basis during the period of performance under this SUBAGREEMENT. SUBCONTRACTOR also must provide its Animal Welfare Assurance number.

## **ARTICLE 20. ACCESS TO RECORDS, COMPLIANCE**

SUBCONTRACTOR shall maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this SUBAGREEMENT. Oregon State University, the Secretary of State of the State of Oregon, the Agency, and their fully authorized representatives shall have access to the books, documents, papers and records of SUBCONTRACTOR which are directly pertinent to the SUBAGREEMENT for the purpose of making audit, examination, excerpts and transcripts.

For subagreements exceeding \$25,000, SUBCONTRACTOR will permit independent auditors (as defined in the OMB Circulars or the FAR) to have access to the records and financial statements as necessary to comply with the appropriate OMB Circulars, the Uniform Guidance, or the FAR and this Article.

SUBCONTRACTOR agrees to comply with the requirements of CFR Part 200, or the audit requirements of the Agency as appropriate, and to provide UNIVERSITY with copies of any of the independent auditors' reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this SUBAGREEMENT. In cases of such non-compliance, SUBCONTRACTOR will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133, the Uniform Guidance, or the FAR, shall be available for inspection by representatives of UNIVERSITY or the government during normal business hours. Subcontractors not subject to OMB Circular A-133 or the Uniform Guidance shall submit annual audited financial statements to UNIVERSITY at the address in Article 7.

SUBCONTRACTOR shall maintain such books and records for three years from the date of SUBAGREEMENT expiration unless a shorter period is authorized in writing or until the audit findings involving the records have been resolved.

SUBCONTRACTOR is responsible for any audit discrepancies involving deviation from the terms of this SUBAGREEMENT, audit disallowances and for any commitments or expenditures in excess of amounts authorized by UNIVERSITY.

Failure to comply with the terms of this Article may lead to SUBAGREEMENT termination in accordance with Article 12.

## **ARTICLE 21.TAX COMPLIANCE**

SUBCONTRACTOR hereby affirms, under penalty of perjury, as provided in ORS 305.385(1), that to the best of SUBCONTRACTOR's knowledge SUBCONTRACTOR is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excises taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax.

## **ARTICLE 22. NOTICE**

Except as otherwise expressly provided in this SUBAGREEMENT, any communications between the parties hereto or notices to be given hereunder shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to SUBCONTRACTOR or the UNIVERSITY at the address or number set

forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Article. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates receipt of the transmission. To be effective against the UNIVERSITY, such facsimile transmission must be confirmed by telephone notice to the UNIVERSITY. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

If to SUBCONTRACTOR:

Cade Windell, Accountant  
Clackamas County  
112 11th Street  
Oregon City, OR 97045  
971-997-1910 (Phone)  
CWindell@clackamas.us

If to UNIVERSITY:

Jennifer Creighton, Associate Vice President for Research Administration, Finance & Operations  
Office for Sponsored Research and Award Administration  
Oregon State University  
312 Kerr Administration Building  
Corvallis, OR 97331-2140  
541-737-4933 (phone)  
Subawards@oregonstate.edu

**THIS SUBAGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS SUBAGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS SUBAGREEMENT. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS SUBAGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**IN WITNESS WHEREOF**, the parties hereto have executed this SUBAGREEMENT.

**CLACKAMAS COUNTY**

**OREGON STATE UNIVERSITY**

\_\_\_\_\_  
Name: Craig Roberts Date

\_\_\_\_\_  
Name: Amanda E. Brown Date  
Title: Subaward Contract and Compliance Officer

Title: Board Chair

FEIN: 93-6002286  
UEI: NVWKAVB8JND6


**ATTACHMENTS:**

ATTACHMENT 1: SCOPE OF WORK

ATTACHMENT 2: BUDGET

ATTACHMENT 3: SUBAWARD CLOSEOUT REQUIREMENTS

EXHIBIT A: PRIME AWARD

Approved to Form:   
Assistant County Counsel Date: 6/16/25

### Scope of Work

Grant: The Oregon Parenting Education Collaborative Hubs

Grantor: Oregon Health Authority

OPEC Hubs and grantees are organizations that have received and/or continue to receive grant funding from the Oregon Community Foundation to sustain parenting education coordination and programming across the state of Oregon. OPEC Hubs and Grantees adhere to fidelity standards for parenting education programming and programming dollars will be distributed to Hubs and Grantees to support expanded parenting education programming in their communities.

The Oregon Parenting Education Collaborative (OPEC) is a statewide network of parenting “Hubs,” coordinating parenting education efforts across the state of Oregon (and in Siskiyou County, California). OPEC serves as the state-level coordinating entity for parenting education, convening state and local partners, and connecting families with free parenting resources and programs in communities and online. OPEC programs are for all families and strive to build community while honoring each family for their values, identities, home language, culture, and lived experiences.

OPEC programs are free to families in Oregon and Siskiyou County, California, based in research, and culturally and linguistically responsive. OPEC leadership is housed at Oregon State University (PI: Shauna Tominey; Co-PI: Michaela Sektnan) with governance shared between the OPEC team at OSU, OPEC’s Foundation Partners (Oregon Community Foundation, The Ford Family Foundation), and OPEC’s state agency partners (Oregon Department of Human Services, Oregon’s Department of Early Learning and Care, and the Oregon Health Authority).

In addition to providing leadership for the OPEC initiative, the OPEC team at OSU provides ongoing technical assistance and strategic planning support for OPEC “Hubs,” professional development for OPEC Hubs and a statewide network of over 1200 parenting education professionals (through virtual and in-person conferences, workshops, learning committees, and affinity groups), as well as evaluation support for parenting education programs (e.g., parenting series, workshops) and research. The OPEC team manages an online reporting system through which OPEC Hubs submit quarterly reports. The OSU team uses these data to develop reports for foundation and state partners as well as to manage state-level reporting requirements (including those from OHA through this agreement). The OSU team also uses data to tell the story of the OPEC initiative, what is working for whom related to parenting education and family engagement and access, and disseminates research findings broadly.

With this intergovernmental agreement and contract, the Oregon Health Authority is supporting capacity-building, expansion, and sustainability of the OPEC initiative to expand parenting education services and supports to families, professional development to parenting education professionals, and to support evaluation and research efforts associated with learning what is working and for whom to further support research and expansion of culturally-

and identity-specific parenting programs and the development of practices, curricula, and approaches with attention to alignment with the practices and values of institutionally-marginalized communities.

**Scope of Work for the period of: March 2024-June 30, 2025**

**Note:** Funds must be disbursed to OPEC Hubs from Oregon State University no later than June 30, 2025, but may be used to support OPEC Hub capacity and programming through the end of the 2025-2027 biennium (no later than June 30, 2027).

Each Hub will submit their biennium plan through the biennium renewal process to continue serving in their role as a Hub, including a narrative, budget (detailing expenses across all OPEC funding streams), and developing a biennium parenting education programming workplan (updated annually). These materials will outline the capacity- and program scope of work included as allowable expenses for these funds.

**Specific capacity-building and programming that uses and leverages Oregon Health Authority Funding will meet the following requirements:**

**Age requirements:** These funds are parenting education programs for families with children of all ages (prenatal-18).

**Special requirements:** The families served must be Medicaid-eligible.

**Parenting education series requirement:** For every \$1,000 granted to a Hub, the expectation is that 1 parent/family member will receive access to the equivalent of an evidence-based/culturally-responsive/culturally-specific parenting education series (e.g., \$15,000 = offering one series with 15 spaces available, increasing access within the Hub's community for 15 individuals to participate in the equivalent of an evidence-based, culturally-responsive/culturally-specific parenting education series). This requirement applies to 30% of OHA funding. After accounting for parenting education series expenses, the other expenses listed below are allowable as long as series programming access numbers are met.

Allowable expenses for OPEC Hubs under this contract include:

- Coordination of parenting education efforts
- Parenting education series for families for children of any age (prenatal-18+) and related expenses (e.g., curriculum purchase, facilitator time, etc.)
- Expenses associated with best practices for delivering parenting programs (e.g., childcare, meals, transportation, incentives, technology supports for virtual/hybrid delivery, language access costs, etc. Contact the OSU-OPEC team for questions around associated expenses.)

- Research-/evidence-based, culturally-responsive, and/or culturally-specific parenting workshops, parent cafés, parenting support groups, remote and in-person parent-child interaction groups, and parent coaching
- Parent advisory council expenses (e.g., stipends, child care, etc.)
- Materials associated with positive parenting practices (e.g., parenting boxes for pick-up at school meal/food bank locations)
- Professional development focused specifically on parenting education (e.g., curriculum trainings, facilitation and best practices trainings)
- Marketing (which may include parenting workshops and family activities)
- Reporting, evaluation, and data collection in support of parenting programming and OPEC requirements

Each Hub will work with the team at Oregon State University to participate in monthly OPEC Hub coordinator meetings, engage in OPEC learning communities and professional development (including conferences), and work closely with the OPEC team at OSU to ensure deliverables are met.



**Budget for Clackamas County (Clackamas)**

<b>Oregon Parenting Education Collaborative</b>	<b>2023-2025</b>
<b>Parenting Education Programming</b>	
Parenting education capacity & programming funds	\$225,000
<b>Total</b>	<b>\$225,000</b>

## **Budget Narrative (July 1, 2023-June 30, 2025)**

Grant: The Oregon Parenting Education Collaborative Hubs

Grantor: Oregon State University

OPEC Hubs are organizations that have received and/or continue to receive grant funding from the Oregon Parenting Education Collaborative, which is a partnership between Oregon State University, Oregon Community Foundation and the Ford Family Foundation to sustain parenting education coordination and programming across the state of Oregon. Additionally, the OPEC initiative receives funding from state partners, including Oregon's Department of Early Learning and Care, Oregon Department of Human Services, and the Oregon Healthy Authority. OPEC Hubs and Grantees adhere to fidelity standards for parenting education programming and programming dollars will be distributed to Hubs and Grantees to support expanded parenting education programming in their communities.

### **Parenting Education Programming.**

**OPEC Hub** will receive funding (as determined by OPEC's equity model, which considers geographic size/reach and population) to build Hub capacity and expand research/evidence-based and culturally-responsive parenting education programs based on community needs and partnerships for families with children prenatal – age 18 who are Medicaid-eligible. Programs can be offered through direct service and/or mini-grants or contracts with partner agencies and consultants (e.g., parenting education professionals). Funds must be disbursed from Oregon State University no later than June 30, 2025, which can support OPEC Hub programs back-dating to March 2024 through June 30, 2027. Programs must be included in the Hub workplan submitted as part of each Hub's annual renewal process February, 2025.

### **Allowable expenses for OPEC Hubs under this contract include:**

- Coordination of parenting education efforts
- Parenting education series for families for children of any age (prenatal-18+) and related expenses (e.g., curriculum purchase, facilitator time, etc.)
- Expenses associated with best practices for delivering parenting programs (e.g., childcare, meals, transportation, incentives, technology supports for virtual/hybrid delivery, language access costs, etc. Contact the OSU-OPEC team for questions around associated expenses.)
- Research-/evidence-based, culturally-responsive, and/or culturally-specific parenting workshops, parent cafés, parenting support groups, remote and in-person parent-child interaction groups, and parent coaching
- Parent advisory council expenses (e.g., stipends, child care, etc.)
- Materials associated with positive parenting practices (e.g., parenting boxes for pick-up at school meal/food bank locations)
- Professional development focused specifically on parenting education (e.g., curriculum trainings, facilitation and best practices trainings)
- Marketing (which may include parenting workshops and family activities)
- Reporting, evaluation, and data collection in support of parenting programming and OPEC requirements

To meet the aims of this grant, Hubs must report all data in the OPEC reporting system, following existing OPEC/OSU guidelines and deadlines. Within the OPEC reporting system, “OSU-OHA Contract” must be selected as the funding source for reported efforts associated with these funds.



**Oregon State  
University**

Office for Sponsored Research and Award Administration  
Oregon State University  
312 Kerr Administration Building  
Corvallis, Oregon 97331-2140  
Telephone: 541-737-4933 Fax: 541-737-3093  
Email: Subawards@oregonstate.edu

## **SUBAWARD CLOSEOUT REQUIREMENTS**

Subaward No. K0097B-F

Subrecipient: CLACKAMAS COUNTY

Please check all that apply.

- ☐ Final invoice has been mailed/emailed.
- ☐ Required Cost Share has been met and reported.
- ☐ There are no patents or inventions to report.
- ☐ Patents and/or inventions are pending. Please see attached documentation.
- ☐ Technical Report completed and mailed on this date. \_\_\_\_\_

Equipment purchased:

- ☐ Yes (Complete attached)
- ☐ No

I hereby certify the above information is correct and in accordance with the terms of the subcontract.

---

Subrecipient

Date

**Please return to: Office for Sponsored Research and Award Administration**



**Oregon State  
University**

Office for Sponsored Research and Award Administration  
Oregon State University  
312 Kerr Administration Building  
Corvallis, Oregon 97331-2140  
Telephone: 541-737-4933 Fax: 541-737-3093  
Email: Subawards@oregonstate.edu

## **SUBAWARD EQUIPMENT CLOSEOUT**

Subaward No. K0097B-F

Subrecipient: CLACKAMAS COUNTY

Description of Equipment:

Date of Purchase:

Manufacturer:

Model Number:

Serial Number:

Condition of Equipment:

Location of Equipment:

Value of Equipment:

Disposition: If allowable, do you wish to keep Equipment:

☐ Yes

☐ No

**Please return to: Office for Sponsored Research and Award Administration**



**Grant Agreement Number 182215**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

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

**Oregon State University  
Office for Sponsored Research and Award Administration  
312 Kerr Administration Building  
Corvallis, Oregon 97331-2140  
Attention: Jennifer Creighton  
Telephone: 541-737-4933  
E-mail address: [sponsored.programs@oregonstate.edu](mailto:sponsored.programs@oregonstate.edu)**

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

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

**Health Systems  
Health Service Division  
500 Summer Street NE  
Salem, Oregon 97301  
Agreement Administrator: Angel Wynia or delegate  
Telephone: 503-621-4221  
E-mail address: [angel.wynia@oha.oregon.gov](mailto:angel.wynia@oha.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 **March 1, 2024** 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, 2025**. 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 B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions

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 **\$4,000,000.00**. 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 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, OHA's determination is that:

☒ Recipient is a subrecipient ☐ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: **93.767**

**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):** Oregon State University

Street address: 312 Kerr Administration Building

City, state, zip code: Corvallis, OR 97331-2140

Email address: sponsored.programs@oregonstate.edu

Telephone: ( 541 ) 737-4933 Fax: ( )

**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: SAIF

Policy #: 790684 Expiration Date: 07/01/2025

**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 OHA 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](https://www.sam.gov/SAM/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 OHA is true and accurate. If this information changes, Recipient is required to 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.**

- 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.

**Oregon State University**

**By:**

Cindy L. Tait-  
Withrow

 Digitally signed by Cindy L. Tait-  
Withrow  
Date: 2025.01.21 12:58:47 -08'00'

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Senior Grant & Contract Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Cindy L. Tait-Withrow

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
01/21/2025

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its Oregon Health Authority**

**By:**



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Medicaid Policy Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Holly Heiberg

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
01/24/25

\_\_\_\_\_  
Date

**By:**



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
OHA Deputy Director Medicaid Services & Engagement

\_\_\_\_\_  
Title

\_\_\_\_\_  
Shawna McDermott

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
February 4, 2025

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

\_\_\_\_\_  
Via e-mail by AAG Devon Thorson on August 26, 2024; email in agreement file.

\_\_\_\_\_  
Oregon Department of Justice

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Part 1 Program Description**

#### **1. Background and Purpose:**

The Oregon Parenting Education Collaborative (OPEC) is a partnership between four of Oregon's largest foundations (The Oregon Community Foundation, The Ford Family Foundation, the Meyer Memorial Trust and The Collins Foundation) and Recipient. In addition to providing funding, OPEC supports grantees through evaluation, technical assistance, and professional development led by Recipient. This program will support the delivery of evidence-based parenting education programs, increase access for parents to quality programs.

OPEC is a statewide system of parenting education hubs ("Hubs") that operate to support the vision that all Oregon parents will have access to high-quality, proven parenting education programs that support them in their critical role as their children's first and most important teachers. OPEC Hubs coordinate parenting education efforts for their regions and provide parenting education services and supports through direct service and partnerships that are evidence-based and culturally responsive.

#### **2. Program Activities:**

Recipient shall support the OPEC through funds provided by OHA. OPEC Hubs will use a multipronged approach to reach families that includes providing parenting education opportunities (e.g., class series, family activities) that are open to all families in a given community or county as well as offering targeted parenting education opportunities that support families from specific backgrounds or with specific needs (e.g., culturally-specific parenting education, programs for teen parents).

OPEC Hubs will offer a variety of family programs as part of their parenting education menu. Family programs will include parent workshops, parent support activities, and family activities/events. Home visitation will provide parenting education to parents through a one-on-one approach in their own home, typically while their children are present. Home visitors will follow a set curriculum that can be adapted to the particular needs of the family.

#### **3. Federal Match**

Grant funds will be disbursed by OHA to Recipient as federal matching funds under 42 CFR 457.220. Recipient was awarded a grant from Oregon Department of Early Learning and Care ("DEL C Funds"). DEL C Funds are funds originating from a "public agency" as defined 42 CFR 457.301. Accordingly, OHA may apply DEL C Funds from Recipient to qualify as the "State Share" in the Federal Financial Participation (FFP) as a match for OHA to provide federal CHIP funding ("Federal Share") to support the Program Activities described in this Agreement.

For each disbursement, the Federal Share Portion is equal to the FFP ratio multiplied by the total disbursement amount. The State Share portion is the remainder of the disbursement amount not covered by the Federal Share portion.

## **EXHIBIT A**

### **Part 2 Disbursement and Financial Reporting**

#### **1. Payment Provisions**

##### **a. Intergovernmental Transfer of State Share Funds**

- (1) OHA, in cooperation with Recipient, will calculate the percentage of CHIP eligible children (children under 19 with annual family incomes at or below 200% federal poverty level (FPL)). The OHA, in cooperation with Recipient, will then calculate the amount of the maximum State Share, based on the not-to-exceed amount provided in Section 3. of this Agreement and the current FFP ratio established by the federal government applicable to the State Fiscal Year (SFY) for which Recipient requests Grant funds. The OHA will then notify Recipient of the amount of the maximum State Share of the total disbursement.
- (2) Recipient shall make an intergovernmental transfer of DELC Funds, not to exceed the maximum State Share, to the OHA no later than ten business days after the OHA notifies Recipient of the maximum State Share amount. Recipient shall make the intergovernmental transfer by wire transfer to a bank account designated by OHA.
- (3) Recipient certifies that the funds transferred to the OHA by Recipient under this Agreement will be public funds that are not federal funds, or will be federal funds authorized by federal law to be used to match other federal funds, pursuant to the provisions of 42 CFR 457.220.

##### **b. Disbursements**

- (1) OHA will make a single disbursement to Recipient, consisting of the return of the State Share amount Recipient transferred to OHA and a Federal Share portion, no earlier than one (1) business day after Recipient's transfer of the State Share amount to OHA. The Federal Share portion shall not exceed the not-to-exceed amount provided in Section 3. of this Agreement.
- (2) OHA will only disburse a Federal Portion amount calculated in accordance with the actual State Share amount transferred by Recipient. In the event that Recipient transfers less than the maximum State Share to OHA, Recipient will receive less than the not-to-exceed amount provided by Section 3. of this Agreement, as calculated by OHA.
- (3) OHA will seek federal reimbursement for the Federal Share portion of the total disbursement.

### **c. Required Reporting**

- (1) Recipient shall furnish to the OHA all reports and information, on an annual basis, as needed by the OHA to calculate the percentage of Children's Health Insurance Program (CHIP) eligible Children (Children under 19 with annual family incomes at or below 200% FPL) consistent with the applicable methodology in the State Plan, as well as the amount of the public funds that may be applied as the State's share in claiming FFP to be transferred to the OHA by Recipient.
- (2) Recipient certifies that its documentation in support of the OPEC shall be consistent with current methodologies in the State Plan unless and until OHA obtains written approval of any State Plan Amendments involving OPEC from the Centers for Medicare and Medicaid Services, and that the documentation furnished to the OHA shall be consistent with the documentation required for compliance with applicable law in effect for the period for which OPEC requests funding.

### **2. Agreement Administrator**

The OHA employee assigned to monitor Agreement compliance, authorize payment, and act as the OHA Administrator on matters concerning this Agreement is the individual on page one of this Agreement.

## 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.** 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 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, the 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 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 OHA 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.** OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.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 9.c.(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 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) 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; or
  - (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.
  - (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 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 OHA all of OHA’s 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 OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA 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 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.

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

apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA 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 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.

**13. 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.

**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 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, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA’s consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**16. 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.

**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

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 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.** 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.
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**

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract. If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

### **INSURANCE TYPES AND AMOUNTS**

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor 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, Contractor 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:**

Contractor 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 Contract, 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 \$2,000,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate limit.

#### **AUTOMOBILE LIABILITY:**

☐ Required ☒ Not required

#### **PROFESSIONAL LIABILITY:**

☒ Required ☐ Not required

Contractor 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 the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 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 Contractor and subcontractors shall provide continuous claims made coverage as stated below.

#### **NETWORK SECURITY AND PRIVACY LIABILITY:**

☐ Required ☒ Not required

#### **POLLUTION LIABILITY:**

☐ Required ☒ Not required

#### **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 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, are to be called upon to contribute to a loss until the Contractor'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 COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

#### **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 the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor'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:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor'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 Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) 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 Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency/Local Government'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 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.



Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension” (See 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 (codified at 20 U.S.C. 6081 et. seq.).
10. **Medicaid Services.** Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).
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.**
  - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

(including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b.** Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- c.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- d.** As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- e.** Recipient shall make the disclosures required by this Section 12. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

- 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.
- 16. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at:  
<https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx>.