

Grant Agreement #121109

STATE of OREGON
GRANT AGREEMENT

This Grant is between the State of Oregon acting by and through its Department of Human Services, Office of the Director, hereinafter referred to as the “DEPARTMENT,” and **GRANTEE**,

**Malheur County Lifespan Respite Care
Serving Malheur County
186 East Lane, Suite 5
Ontario, OR 97914
Telephone: 541-889-8657
Facsimile: 541-889-7505**

hereinafter referred to as "PROJECT."

I. EFFECTIVE DATE and DURATION

This Grant shall begin on July 1, 2007 after execution of final signatures on this document and ends June 30, 2009, unless otherwise terminated or extended in writing. The DEPARTMENT support for this project for each Fiscal Year is contingent upon service delivery, performance outcomes, and legislative appropriation.

II. PURPOSE

The Oregon Lifespan Respite Care Program is a community-based system of respite networks that provide easy access to respite care services for any family regardless of age, income, or special need. Traditionally, respite services in Oregon have targeted specific populations, each with its own eligibility criteria. The system has been fragmented and difficult for families to navigate. Through this grant, Oregon is taking steps to ensure that respite care services are available to all families and individuals regardless of age, income, race, ethnicity, special need or situation.

Lifespan respite care services include recruitment and training of paid and volunteer providers, matching families and providers together, coordinating local trainings, and

linking families with payment resources. Lifespan Respite Networks are to be driven by a local respite partnership with members representing families, providers, state and federal agencies, faith communities, health services, non-profit organizations, businesses and social groups. Therefore, preference will be given to organizations that exhibit the capacity to develop and maintain strong community collaboration, communication and coordination.

III. STATEMENT of WORK

The Statement of Work is contained in Exhibit A, attached and incorporated by reference into this grant. PROJECT agrees to perform the work in accordance with the terms and conditions of this grant.

IV. CONSIDERATION

A. Payment for all work performed during the term of this grant shall not exceed the maximum sum of **\$24,850.00**. For FY 2007/2008 the not to exceed maximum sum will be **\$12,425.00** and for FY 2008/2009 the not to exceed maximum will be **\$12,425.00**. Funding for each Fiscal Year is contingent upon approval of further local and State funding.

B. The PROJECT agrees to perform duties, as outlined in this grant in the following counties: **Malheur**.

C. The DEPARTMENT will not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Grant, the amendment must be fully effective before PROJECT performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Grant. This Grant will not be amended after the expiration date.

V. TRAVEL and PER DIEM: No travel or other expenses shall be paid in addition to the amount as shown above.

VI. GRANT in its ENTIRETY

This grant consists of this document and includes the following listed exhibits which are incorporated into this grant by reference:

- A. Exhibit A: Statement of Work
- B. Exhibit B: General Provisions

There are no other grant documents unless specifically referenced and incorporated in the grant.

VII. MERGER CLAUSE; WAIVER

This grant and attached exhibits constitute the entire Grant between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this grant. No waiver, consent, modification or change of terms of this grant shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the DEPARTMENT to enforce any provision of this grant shall not constitute a waiver by the DEPARTMENT of that or any other provision.

PROJECT, BY EXECUTION of THIS GRANT, HEREBY ACKNOWLEDGES THAT PROJECT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VIII. PROJECT DATA and CERTIFICATION; SIGNATURES

Name (exactly as filed with the IRS) _____

Address _____

Telephone: _____ Facsimile: _____

Citizenship, if applicable: Non-resident alien [] Yes [] No

Business Designation (check one):

[] Corporation

[] Professional Corporation [] Partnership [] Sole Proprietorship

[] Limited Liability Company [] Limited Partnership [] Limited Liability Partnership

[] Governmental Agency

Federal Tax ID#: _____ -OR- SSN: _____

Above Payment information must be provided prior to grant approval. This information will be reported to the Internal Revenue Services (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer I.D. numbers.) Information not matching IRS records could subject PROJECT to 31 percent backup withholding.

Certification: The individual signing on behalf of PROJECT hereby certifies and swears under penalty of perjury: (a) the number shown on this form is PROJECT's correct taxpayer identification; (b) PROJECT is not subject to backup withholding because (i) PROJECT is exempt from backup withholding, (ii) PROJECT has not been notified by the IRS that PROJECT is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified PROJECT that PROJECT is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of PROJECT, s/he has authority and knowledge regarding PROJECT's payment of taxes, and to the best of her/his knowledge, PROJECT is not in violation of any Oregon tax laws as defined in OAR 150-305.385, printed in Exhibit B, paragraph 12 of this grant; (d) PROJECT is an independent contractor as defined in ORS 670.600; and (e) the above PROJECT data is true and accurate.

PROJECTS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

IX. APPROVALS:

PROJECT:

Department of Human Services Date

APPROVED as to LEGAL SUFFICIENCY: Date

N/A OAR 137-045-0030 <\$100,000.00

Oregon Department of Justice Date

Reviewed by:

Seniors and People With Disabilities Division Date

Contracts Specialist Date

EXHIBIT A
STATEMENT of WORK

I. RESPONSIBILITIES:

A. PROJECT shall:

- 1) Commit to the desired goals and outcomes of the project and work toward meeting those objectives as stated in Section II Purpose.
- 2) Provide leadership and support as necessary to accomplish the goals and outcomes of the project.
- 3) Assist in the operation, oversight, and evaluation of the Lifespan Respite activities.

B. PROJECT agrees to:

- 1) Serve as the central point of contact for Lifespan Respite Care Network services in the following Counties: **Malheur**, and shall:
 - Provide information, referral and assistance to families to access community respite services;
 - Identify, recruit and screen individuals interested in providing respite care services across age and need categories;
 - Ensure that a list of community respite providers is available to families;
 - Coordinate access to training and maintain information on community respite care training; and
 - Collaborate with community partners to increase access to respite services.
 - Maintain an advisory committee to advise the community lifespan respite care program on how the program may best serve the needs of families and caregivers of individuals with special needs.
- 2) As resources are available the Project may:
 - Recruit respite mentors and volunteers to provide supports to families;

- Coordinate with community partners to identify gaps in respite care services and support development of new resources;
- Develop and implement respite care orientation training;
- Engage in public awareness and media activities to increase understanding of respite care roles, needs and resources; and
- Conduct development activities to access additional program resources supporting community respite care.

3) Generate at least a 25% match of Lifespan funds received from other sources for the term of this grant. Match may be in the form of either cash or in-kind resources.

C. PROJECT Reporting:

- 1) Develop and utilize a work plan that outlines the Lifespan Respite Care Network's goals, strategies, and desired outcomes. The work plan will be submitted annually to THE DEPARTMENT on or before July 31 of each year under this grant.
- 2) Submit quarterly project reports each year of the Grant, in a format approved by the DEPARTMENT, to the DEPARTMENT on or before:
 - October 25th,
 - January 25th,
 - April 25th, and
 - July 25th.
- 3) Provide a final expenditure report with the year-end project report by July 31st of each calendar year, detailing actual expenditures and match generated for the PROJECT.

D) PROJECT Payment:

At the end of each quarter of each calendar year of the Grant, the PROJECT shall submit an invoice to the DEPARTMENT requesting one quarter of the annual grant allocation for payment.

Invoices may be submitted for the quarters ending Sep 30, Dec 31, March 31 and June 30 of each calendar year. Quarterly reports above must accompany the respective invoices.

If the PROJECT fails to submit the required quarterly reports or an annual work plan in a timely manner, as detailed in Exhibit A I.C. above, the DEPARTMENT will hold payment to the PROJECT until such past due reports or work plans are submitted.

EXHIBIT B
GENERAL PROVISIONS

1. Independent Contractor; Responsibility for Taxes and Withholding
 - a. PROJECT shall perform all required Work as an independent Contractor. Although the DEPARTMENT reserves the right to (1) determine (and modify) the delivery schedule for the Work to be performed and (2) evaluate the quality of the completed performance, the DEPARTMENT cannot and will not control the means or manner of PROJECT's performance. PROJECT is responsible for determining the appropriate means and manner of performing the Work.
 - b. If the PROJECT is currently performing work for the State of Oregon or the federal government, PROJECT by signature to this contract declares and certifies that: PROJECT's Work to be performed under this contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of PROJECT's employing agency (state or federal) would prohibit PROJECT's Work under this contract. PROJECT is not an "officer," "employee," or "agent" of the DEPARTMENT, as terms are used in ORS 30.265.
 - c. PROJECT shall be responsible for all federal or state taxes applicable to compensation or payments paid to PROJECT under this contract and, unless PROJECT is subject to backup withholding, the DEPARTMENT will not withhold from such compensation or payments any amount(s) to cover PROJECT's federal or state tax obligations. PROJECT is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to PROJECT under this contract, except as a self-employed individual.
2. Subcontracts and Assignment; Successors in Interest
 - a. PROJECT shall not enter into any subcontracts for any of the Work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the DEPARTMENT. In addition to any other provisions the DEPARTMENT may require, PROJECT shall include in any permitted subcontracts under this contract a requirement that the subcontractor be bound by Sections 2, 6, 7, 11, and 13

of this exhibit as if the subcontractor were the PROJECT. The DEPARTMENT's consent to any subcontract shall not relieve PROJECT of any of its duties or obligations under this contract.

b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

3. No Third Party Beneficiaries. The DEPARTMENT and PROJECT are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Funds Available and Authorized; Payments

a. PROJECT shall not be compensated for Work performed under this contract by any other agency or department of the State of Oregon. The DEPARTMENT has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the DEPARTMENT's biennial appropriation or limitation. PROJECT understands and agrees that the DEPARTMENT's payment of amounts under this contract attributable to Work performed after the last day of the current biennium is contingent on the DEPARTMENT receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the DEPARTMENT, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract.

b. The DEPARTMENT will only pay for completed work that is accepted by the DEPARTMENT.

5. Representations and Warranties

a. PROJECT's Representation and Warranties: PROJECT represents and warrants to the DEPARTMENT that (1) PROJECT has the power and authority to enter into and perform this contract, (2) this contract, when executed and delivered, shall be a valid and binding obligation of PROJECT enforceable in accordance with its terms, (3) the Work under

this contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) PROJECT shall, at all times during the term of this contract, be qualified, professionally competent and duly licensed to perform the Work, (5) all computer hardware and software delivered under this contract will, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000 and (6) any software products delivered under this contract that process date or date-related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

- b. PROJECT's Limitation of Liability: PROJECT's liability with respect to items (5) and (6) of subsection 5a above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000 whichever is greater.
 - c. Warranties Cumulative: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.6. Ownership of Work Product. All work product of PROJECT that results from this contract ("the Work Product") is the exclusive property of the DEPARTMENT. The DEPARTMENT and PROJECT intend that such Work Product be deemed "work made for hire" of which the DEPARTMENT shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," PROJECT hereby irrevocably assigns to the DEPARTMENT all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. PROJECT shall execute such further documents and instruments as the DEPARTMENT may reasonably request in order to fully vest such rights in the DEPARTMENT. PROJECT forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
6. Indemnity. PROJECT shall defend, save, hold harmless, and indemnify that State of Oregon and the DEPARTMENT and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the

activities of PROJECT or its officers, employees, subcontractors, or agents under this contract.

7. Insurance

- a. During the term of this contract PROJECT shall maintain in force at its own expense, each insurance noted below:
 - (1) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
 - (2) General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon, Department of Human Services, and their divisions, officers and employees are Additional Insureds but only with respect to the PROJECT's services to be provided under this contract.
 - (3) Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - (4) Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- b. Notice of Cancellation or Change: There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from PROJECT or its insurer(s) to Contracts Coordinator, Oregon Department of Human Services.
- c. Certificates of Insurance: As evidence of the insurance coverages required by this contract, PROJECT shall furnish acceptable insurance certificates to

Contracts Coordinator, Oregon Department of Human Services prior to commencing the Work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc., shall be provided to the State. PROJECT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

9. Termination

- a. Parties' Right to Terminate for Convenience: This contract may be terminated at any time by mutual written consent of the parties.
- b. The DEPARTMENT's Right to Terminate for Convenience: THE DEPARTMENT may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days notice to PROJECT.
- c. The DEPARTMENT's Right to Terminate for Cause: the DEPARTMENT may terminate this contract, in whole or in part, immediately upon notice to PROJECT, or at such later date as the DEPARTMENT may establish in such notice, upon the occurrence of any of the following events:
 - (1) The DEPARTMENT fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for PROJECT's Work;
 - (2) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this contract is prohibited or the DEPARTMENT is prohibited from paying for such Work from the planned funding source;
 - (3) PROJECT no longer holds any license or certificate that is required to perform the Work; or
 - (4) PROJECT commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, fails to perform the Work under this contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger PROJECT's performance under this contract in accordance

with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the DEPARTMENT's notice, or such longer period as the DEPARTMENT may specify in such notice.

d. PROJECT's Right to Terminate for Cause: PROJECT may terminate this contract upon 30 days' notice to the DEPARTMENT if the DEPARTMENT fails to pay PROJECT pursuant to the terms of this contract and the DEPARTMENT fails to cure within 30 days after receipt of PROJECT's notice, or such longer period of cure as PROJECT may specify in such notice.

e. Remedies:

(1) In the event of termination pursuant to Sections 9a, 9b, 9c(1), 9c(2) or 9d of this exhibit, PROJECT's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the DEPARTMENT, less previous amounts paid and any claim(s) which State has against PROJECT. If previous amounts paid to PROJECT exceed the amount due to PROJECT under this Section, PROJECT shall pay any excess to the DEPARTMENT upon demand.

(2) In the event of termination pursuant to Section 9c(3) or 9c(4) of this exhibit, the DEPARTMENT shall have any remedy available to it in law or equity. If it is determined for any reason that PROJECT was not in default under Section 9c(3) or 9c(4) of this exhibit, the rights and obligations of the parties shall be the same as if the contract was terminated pursuant to Section 9b of this exhibit.

f. PROJECT's Tender Upon Termination: Upon receiving a notice of termination of this contract, PROJECT shall immediately cease all activities under this contract, unless the DEPARTMENT expressly directs otherwise in such notice of termination. Upon termination of this contract, PROJECT shall deliver to the DEPARTMENT all documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon the DEPARTMENT's request,

PROJECT shall surrender to anyone the DEPARTMENT designates, all documents, research or objects or other tangible things needed to complete the Work.

10. **Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 5a OR 9e(2) OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (B) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.
11. **Records Maintenance; Access.** PROJECT shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, PROJECT shall maintain any other records pertinent to this contract in such a manner as to clearly document PROJECT's performance. PROJECT acknowledges and agrees that the DEPARTMENT, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the PROJECT that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. PROJECT shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.
12. **Compliance with Applicable Law.** PROJECT shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this contract. Without limiting the generality of the foregoing, PROJECT expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The DEPARTMENT's performance under this contract is conditioned upon PROJECT's compliance with the provisions of ORS 279B.220,

279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

13. Foreign Contractor. If PROJECT is not domiciled in or registered to do business in the State of Oregon, PROJECT shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. PROJECT shall demonstrate its legal capacity to perform the Work under this contract in the State of Oregon prior to entering into this contract.
14. Force Majeure. Neither the DEPARTMENT nor PROJECT shall be held responsible for delay or default caused by fire, riot, forces of nature, or war where such cause was beyond the reasonable control of the DEPARTMENT or PROJECT, respectively. PROJECT shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
15. Survival. All rights and obligations shall cease upon termination or expiration of this contract, except for the rights and obligations set forth in the Contract Section I. EFFECTIVE DATE AND DURATION, and in paragraphs 5, 6, 7, 9, 10, 11, 15 and 21 of this exhibit.
16. Time is of the Essence. PROJECT agrees that time is of the essence under this contract.
17. Written Notice. All notices regarding this contract must be given to the parties in writing by personal delivery or mailing the same, postage prepaid, to the following addresses:

The DEPARTMENT: Office of Contracts and Procurement
 Oregon Department of Human Services
 Human Services Building
 500 Summer Street NE, E03
 Salem, OR 97301-1080
 Facsimile Number: (503) 378-4324

**PROJECT: Malheur County Lifespan Respite Care
186 East Lane, Suite 5
Ontario, OR 97914
Telephone: 541-889-8657
Facsimile: 541-889-7505**

Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the DEPARTMENT, such facsimile transmission must be confirmed by telephone notice to the DEPARTMENT's Contract Administrator.

18. Severability. The parties agree that if any term or provision of this contract 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 contract did not contain the particular term or provision held to be invalid.
19. Counterparts. This contract may be executed in several counterparts, all of which when taken together shall constitute one Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the contract so executed shall constitute an original.
20. Disclosure of Social Security Number. PROJECT must provide PROJECT's Social Security number unless PROJECT provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
21. Governing Law; Venue; Consent to Jurisdiction. This contract 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 the DEPARTMENT (and/or any other agency or department of the State of Oregon) and PROJECT that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if the 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. PROJECT, BY THE EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendment. The terms of this contract may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties. This contract will not be amended after the expiration date.
23. Confidentiality of Client Information
 - a. All information as to personal facts and circumstances obtained by the PROJECT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.
 - b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.
 - c. The DEPARTMENT, PROJECT and any subcontractor will share information as necessary to effectively serve the DEPARTMENT clients.
24. Compliance with Applicable Federal Law. PROJECT agrees to comply with all federal laws and regulations applicable to work performed under this contract inclusive of but not limited to:
 - a. To the extent it is required to do so by law, PROJECT shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the state of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-163). All subcontracts shall also be in compliance with the foregoing.
 - b. By signature on this contract, the undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of PROJECT, 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 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 any funds other than federally 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, PROJECT agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned 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 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, 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.

- c. PROJECT agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Orders 11375 and 12086 and as supplemented in Department of Labor Regulation 41 CFR part 60. All subcontracts shall also comply with these provisions.

- d. If the sum payable under this contract exceeds or may exceed \$100,000, PROJECT shall provide the DEPARTMENT a written assurance that PROJECT will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7401 et.seq.), the Federal Water Pollution Control Act, as amended (33 USC 1251 et.seq.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). PROJECT further agrees to promptly report all infractions to the State of Oregon, and to the Department of Health and Human Services, and to the U.S. Regional Office of the Environmental Protection Agency. All subcontracts shall also be in compliance with these provisions.
25. Federal Grant Recipients Grantees must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient and alcohol treatment.

The grantee further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000.00 per day.

26. Year 2000 Compliance Notice. In the event PROJECT learns or has reason to believe that the DEPARTMENT's computer hardware or software environment fails to use a data format that explicitly specifies century in any date data, PROJECT shall promptly advise the DEPARTMENT of such failure.

27. Department of Justice Approval. When the Agreement or amendments thereto cause the contract payment to be in excess of \$75,000, the Department of Justice must approve the Agreement and any amendments as to Legal Sufficiency. Such approval is required before any work may begin under this Agreement or amendments, or the contract is not binding on the State of Oregon or the DEPARTMENT.