



WEATHERIZATION CONTRACT FOR RESIDENTIAL SPECIALTY SERVICES FOR HOUSEHOLDS LOCATED IN DOUGLAS AND JOSEPHINE COUNTIES, OREGON

A. PARTIES

This contract document is entered into between United Community Action Network (UCAN) and _____ (hereinafter “Contractor”).

B. CONTRACT TERM

This contract is effective through November 1, 2022.

C. EFFECTIVE DATE

This contract shall become effective on the date it is signed by a representative of UCAN.

D. PURPOSE OF CONTRACT

This contract establishes responsibilities and requirements for the Contractor and UCAN for specialty services associated with weatherization work, including electrical, plumbing and HVAC installation services.

E. WEATHERIZATION WORK

The Contractor agrees to provide specialty contracting services associated with weatherization work.

F. SCOPE OF WORK

All contractor services to be provided hereunder will be referred to as the Work. The parties will use this contract in conjunction with separate Statements of Work. Each Statement of Work shall reference this contract. To become effective, both Parties shall sign each Statement of Work. Contractor shall only be authorized to perform the Work described in any Statement of Work. Statements of Work will be written documents setting forth at a minimum:

- a. A listing of needed weatherization measures and pricing;
- b. The site address, and the phone number and name of the household to be served by Contractor;
- c. The date the Contractor shall begin the Work and the date Contractor shall complete the Work; and
- d. Any additional terms and conditions to which the Parties may agree.

G. OFFER/ACCEPTANCE/DENIAL OF WORK

Either UCAN or the General Weatherization Contractor shall contact the Contractor when they need the Contractor to perform work on a project. The Contractor shall either accept or refuse the work at the time of initial contact. Prior to performing work on any project, Contractor shall enter into a Scope of Work with UCAN as described in Section F.

H. WORKING WITH CUSTOMERS

Customer service is a priority of UCAN. The Contractor shall maintain positive customer relationships at all times. In doing so, the Contractor shall:

- a. Ensure that the Contractor and its employees treat each Household Member with dignity and respect.
- b. Have Contractor and its employees show identification to prove that they are employed by the Contractor upon request of any Household Member.
- c. Ensure Household Members are knowledgeable about the work that will be or has been done to their home.
- d. Maintain a work environment that minimizes inconvenience to Household Members.
- e. Provide product warranties and documentation to Household Members, if applicable.

I. WORKING WITH OTHER CONTRACTORS

UCAN will have entered into a contract with a General Weatherization Contractor for each project, and may enter into separate agreements with other specialty contractors to perform tasks associated with any scope of work. UCAN shall notify the Contractor of the identity of other contractors also working on any project. When working with other contractors, the Contractor shall allow for the introduction and storage of materials, supplies and equipment of other contractors on site, shall follow instructions to coordinate work schedules with other contractors, and shall notify UCAN of any contractor's work that affects the Contractor's ability to perform work. The Contractor will work with the General Weatherization Contractor to ensure that any task the General Weatherization Contractor has identified is completed as requested by UCAN. The Contractor shall not alter any other contractors' work.

J. STANDARD OF WORK

All Work performed by the Contractor shall be completed in a timely, workmanlike manner acceptable to UCAN.

K. STATUTORY AND CODE REQUIREMENTS

All Work performed by the Contractor shall be in full compliance with federal, state and local law, as well as the current Oregon Uniform Building Code and all applicable Specialty Codes, including, but not limited to, plumbing, mechanical and electrical codes. The Contractor's Work shall also be in full compliance with any local building regulations. If the Contractor performs any Work contrary to such regulations and standards, the Contractor shall assume full responsibility and shall bear all costs attributable to non-compliance, and the Contractor shall take corrective action UCAN requires.

L. MATERIALS, SUPPLIES AND REQUIRED ASPECTS FOR WORK

The Contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary to perform its Work.

M. PERMITS

The Contractor shall obtain and pay for all necessary permits required for its Work. The Contractor shall provide copies of permits to UCAN upon request.

N. USE OF PREMISES

The Contractor shall confine their equipment, materials, supplies, work operations and debris resulting from their Work to those portions of the work site as requested by the General Weatherization Contractor and the Household, and as allowed by law, ordinances, and permits. The Contractor shall not unreasonably burden the premises with materials, supplies or construction debris.

O. DEBRIS REMOVAL

The Contractor is responsible for removing all construction debris generated as a result of the Work. The Contractor shall dispose of debris consistent with law, ordinance, rule, regulation, permit and direction of UCAN.

P. PRECAUTIONS

a. Lead

The Contractor shall ensure that all Work performed under this contract where lead based paint exists or is likely to exist (including any home constructed pre-1978) is done in accordance with all applicable federal, state and local laws, rules, regulations and guidelines pertaining to lead safe work practices. The Contractor shall take every precaution to prevent lead contamination of any work site or adjacent area. If the Contractor suspects or finds lead-based paint at a site, the Contractor shall cease all Work and notify UCAN and the General Weatherization Contractor immediately. The General Weatherization Contractor shall clean the site. Only after the site is cleaned may the Contractor continue work. The Contractor shall incur the cost of cleaning the site if they are responsible for the release of any lead contaminants, and shall pay all fines and work requirements resulting from non-compliance with federal, state and local laws, rules, regulations and guidelines regarding lead based paint.

b. Asbestos

The Contractor shall ensure that all Work performed under this contract where asbestos exists or is likely to exist is done in accordance with all applicable federal, state and local laws, rules, regulations and guidelines pertaining to working with asbestos. The Contractor shall take every precaution to prevent asbestos contamination of any work site or adjacent area. If the Contractor suspects or finds asbestos at a site, the Contractor shall cease all Work and notify UCAN and the General Weatherization Contractor immediately. The General Weatherization Contractor shall clean the site. Only after the site is cleaned may the Contractor continue work. The Contractor shall incur the cost of cleaning the site if they are responsible for the release of any asbestos particles, and shall pay all fines and work requirements resulting from non-compliance with federal, state and local laws, rules, regulations and guidelines regarding lead based paint.

c. Mold

If the Contractor encounters or suspects mold issues in the course of work beyond that identified by UCAN staff or the General Weatherization Contractor, the Contractor shall cease all Work and notify UCAN and the General Contractor immediately. The General Weatherization Contractor shall clean the site. Only after the site is cleaned may the Contractor continue work. The Contractor shall take every precaution possible to prevent the introduction and spread of mold throughout the work site. The Contractor shall incur the cost of cleaning the site for any mold they cause to be introduced or worsen at the work site.

d. Knob/Tube Wiring

The Contractor shall take every precaution possible to prevent the disturbance of knob and tube wiring. If the Contractor disturbs knob and tube wiring or comes across disturbed knob and tube wiring not identified previously by UCAN staff or the General Weatherization Contractor, they shall cease all Work and contact UCAN immediately. The General Weatherization Contractor shall correct all knob and tube wiring. Only after the General Contractor has done so may the Contractor continue work. The Contractor shall incur the cost for correcting any knob and tube wiring they disturb.

S. STARTING AND COMPLETING THE WORK

The Contractor shall begin the Work as directed by either UCAN, the HVAC specialty contractor or the General Weatherization Contractor. The Contractor shall complete the Work by the date indicated in the Scope of Work.

T. SAFETY DATA SHEETS

The Contractor shall maintain Safety Data Sheets (SDSs) for all products used in the performance of the Work as required by federal/state regulation. The Contractor shall provide copies of the SDSs to UCAN upon request.

U. WARRANTIES

The Contractor shall warrant that Work performed shall be free from defects in workmanship or materials for a period of one year from the date of final inspection approving the Work. Such warranty does not apply to those items that become deficient after the work is completed due to damage to the work caused by other persons or improper maintenance on the part of occupants of the property. The Contractor shall furnish to Household Members all manufacturers' and suppliers' guarantees and warranties associated with any equipment or supplies provided by Contractor. The Contractor warrants that, unless otherwise specified, all materials shall be new. The Contractor warrants workmanship and materials to be of good quality. The Contractor agrees to provide proof, if requested, that materials are of good kind and quality.

V. INSPECTIONS

UCAN may, without notice, inspect the Contractor's Work at any time to determine if Work is proceeding in a timely manner and in accordance with the associated Statement of Work. UCAN may require the Contractor to be present at the inspection. UCAN shall have authority to stop the Work whenever deemed necessary to insure the proper execution of a Statement of Work. If during the inspection, UCAN determines that any of the Work is inadequate, UCAN may seek any of the remedies stated elsewhere in this contract.

W. NOTIFICATION THAT WORK IS COMPLETE

Upon completion of the Work, the Contractor shall promptly notify UCAN that they have completed the Work.

X. PAYMENT

The Contractor shall submit an invoice for the Work after UCAN has inspected and approved it. UCAN shall review the invoice, and, unless UCAN has any issue with the invoice, shall make payment to the Contractor no later than 30 days after receipt of the Contractor's invoice.

Y. MONITORING BY OHCS

The Contractor shall allow OHCS to inspect Contractor's records and perform other monitoring activities. When requested by UCAN, Contractor shall allow OHCS to:

- a. Review and copy Contractor files, records and other information related to performance,
- b. Arrange for and perform audits of records,
- c. Conduct or arrange for on-site and field visits and inspections,
- d. Enforce compliance.

The Contractor shall cooperate fully with OHCS regarding monitoring activities.

Z. RECORDS MAINTENANCE

The Contractor shall prepare such records as are necessary for the performance of and compliance with the terms of this contract, and maintain such records for a period of no less than six years after the termination of this contract. Records include, but are not limited to, those pertinent to expenditures incurred under this contract. If there is litigation, claims, audits negotiations or other action that involves any of the records cited, the Contractor shall retain such records until final completion of such matters.

AA. LICENSING

The Contractor affirms that they are currently licensed by the State of Oregon Construction Contractors Board (CCB) as a specialty contractor in the area of work for which their services are requested, and shall remain licensed while performing Work for UCAN. The Contractor also affirms that they are registered to do business in Oregon with the Oregon Secretary of State. The Contractor shall be registered in any city requiring business registration in order to be awarded work in that city. The Contractor shall cease Work and report any changes, suspensions, revocations, or modifications to Contractor's CCB or state or local business registration within 24 hours to UCAN.

BB. INSURANCE

- a. Contractor shall obtain at its expense the insurance specified below prior to performing Work under this contract, and shall maintain it in full force and at its own expense throughout the duration of this contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities acceptable to UCAN and authorized to transact the business of insurance and issue coverage in Oregon. Coverage

shall be primary and non-contributory with any other insurance and self-insurance.

Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

- i. Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to UCAN. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.
 - ii. Automobile liability insurance covering Contractor's business use in a form and with coverage that are satisfactory to UCAN. This insurance shall include coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.
 - iii. Contractor shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). 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.
- b. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
 - c. All liability insurance, except for workers' compensation, required under this contract shall include an additional insured endorsement specifying UCAN, 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 activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - d. Contractor waives rights of subrogation which Contractor or any insurer of Contractor may acquire against UCAN by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not UCAN has received a waiver of subrogation endorsement from Contractor or Contractor's insurer(s).
 - e. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this contract, for a minimum of 24 months following termination of the contract.
 - f. Contractor shall provide to UCAN Certificate(s) of Insurance for all required insurance before performing any activities required under this contract. The Certificate(s) shall list UCAN, its officers, employees and agents as Certificate holders and as endorsed Additional Insureds. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the

Certificates of Insurance shall include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, UCAN has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this contract.

- g. Contractor or its insurer shall provide at least 30 days' written notice to UCAN before cancellation of, material change to, potential exhaustion of aggregate limits of, or nonrenewal of the required insurance coverage(s).
- h. Contractor agrees to periodic review of insurance requirements by UCAN under this contract.
- i. All insurance providers are subject to UCAN acceptance.

CC. NOTIFICATION OF CHANGES TO QUALIFICATION REQUIREMENTS

If after qualification, the Contractor has changed circumstances regarding any minimum criteria in a Request for Qualifications, the Contractor must notify UCAN within 24 hours of such change. UCAN may, based on these changed circumstances, suspend or terminate Contractor from its list of qualified contractors. In addition, if such change occurs during the Work on any project, UCAN may seek any remedy described elsewhere in this contract.

DD. NON-DISCRIMINATION

The Contractor shall not violate any federal or state law that prohibits discrimination. Without limitation to the above statement, the Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract:

- a. Title VI, VII, and VIII 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 Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended,
- f. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended,
- g. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; 42 USC 2000d,
- h. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex,
- i. 20 U.S.C. §1681,
- j. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse,
- k. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism,
- l. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records,
- m. The requirements of any other nondiscrimination statute(s) which may apply to this contract,
- n. All regulations and administrative rules established pursuant to the foregoing laws,
- o. All other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations.

EE.COMPLIANCE WITH LAWS

The Contractor shall perform its work and comply with all applicable federal, state and local laws. Without limiting this provision, Contractor agrees to comply with those portions of federal law listed in Exhibit A which is attached hereto and incorporated by reference, but only to the extent applicable.

FF. AMENDMENTS

UCAN and the Contractor may only amend this contract through a written amendment signed by both Parties.

GG. STOP WORK ORDER

At any time, UCAN may request the Contractor cease work on one or more projects. Contractor shall immediately stop work upon receiving notice from UCAN. Contractor may only resume such work upon receiving notice from UCAN authorizing Contractor to do so.

HH. DEFAULT BY CONTRACTOR

Contractor shall be in default of this contract if any of the following occurs:

- a. The Contractor fails to complete the Work in accordance with the Statement of Work or contract provisions and is unable to cure the default within 3 days of notice;
- b. UCAN has a reasonable doubt that the Contractor can complete the Work and Contractor is unable to cure the default within 3 days of notice;
- c. The Work is defective or damaged and Contractor is unable to cure the default within 3 days of notice;
- d. Written claims or liens are made against UCAN, the Household or the Household's property in connection with the Work;
- e. A claim is filed, or UCAN has reasonable evidence indicating that a claim will likely be filed against the Contractor for the Work the Contractor has performed;
- f. The Contractor fails to make proper payments to employees or suppliers for labor or materials used to support the project;
- g. Any license or certificate required by law to be held by Contractor or others to provide the services required by this contract is for any reason denied, revoked, suspended, limited or not renewed;
- h. Contractor 1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or 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) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), 5) is adjudicated as bankrupt or insolvent, or 6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
- i. Contractor, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with a federal department or agency;
- j. The Contractor in any other manner fails to abide by the terms of this contract.

II. DEFAULT BY UCAN

UCAN shall be in default of this contract if the following occurs:

- a. UCAN unreasonably fails to provide timely payment and is unable to cure the default within 30 days of notice;
- b. UCAN directs Contractor to take any action that is contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements.

JJ. REMEDIES

- a. UCAN Remedies. In the event that Contractor is in default, UCAN may, at its option, pursue any or all of the remedies available to it under this contract and at law and equity, including, but not limited to: 1) termination of this contract, 2) reducing or withholding payment; 3) requiring Contractor to complete, at Contractor's own expense, additional activities to satisfy its obligations or meet performance standards under this contract, or 4) initiation of an action or proceeding for damages, specific performance or injunctive relief.
- b. Contractor Remedies. In the event UCAN is in default of this Agreement, Contractor is limited to the following remedies: 1) termination of the contract, 2) reimbursement of expenses for Work completed and accepted by UCAN, less any claims UCAN may have against Contractor. In no event will UCAN be liable to Contractor for any expenses related to termination of this contract or anticipated profits.
- c. Remedies provided under this agreement or otherwise shall survive termination of this agreement.

KK. TERMINATION

- a. Mutual. The Parties to this contract may mutually terminate it at any time, but may only do so with written termination signed by both Parties.
- b. By UCAN.
 - i. Immediate. UCAN may immediately terminate this contract in whole or in part upon written notice to the Contractor for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority by Contractor to perform any of its obligations hereunder as determined by UCAN in its sole discretion.
 - ii. With 30 day's written notice. UCAN may, upon 30 days' written notice, terminate this contract in whole or in part for cause including, but not limited to events described above in the Default provision. Cause may include any event, including an event of default, as determined by UCAN in its sole discretion that renders inappropriate the continuation of this contract or any part hereof. Events in addition to default allowing for termination include:
 - a. Funding from any other source normally paid to UCAN to support the Contractor's work is denied, suspended, reduced or eliminated by said source;
 - b. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that UCAN is prohibited from paying for or lacks authority

to pay for any Work under this contract or to pay for any such Work from the planned funding source(s);

- c. By Contractor. Contractor may, upon 30 days' written notice, terminate this contract in whole or in part, if UCAN is in default and is unable to address the default within any time frame provided for in the notice.
- d. Either party. UCAN or Contractor may terminate this contract in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligations under this contract in whole or such part.
- e. Notwithstanding any termination thereunder, the Contractor shall not be relieved of its liability to UCAN for damages sustained by virtue of its breach of this contract.
- f. In the event of termination of this contract by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Contractor under this contract shall be delivered to UCAN within seven (7) days of the date of termination or upon such date as requested by UCAN.
- g. Termination of this contract shall not impair or invalidate any remedy available to UCAN hereunder, at law, or otherwise.

LL. SUSPENSION/REMOVAL

- a. If any event occurs after the effective date of this contract that brings the Contractor's qualification to perform Weatherization work into question, the Contractor shall immediately cease Work on any on-going projects. Such events include, but are not limited to:
 - i. disbarment or suspension of Contractor from performing federal transactions,
 - ii. conviction of Contractor or filing of a civil judgment against Contractor for fraud or criminal offense involving a public transaction/contract,
 - iii. conviction of Contractor for embezzlement, theft, forgery, bribery, falsification/destruction of records, making false statements or receiving stolen property,
 - iv. termination of Contractor from a public transaction,
 - v. criminal conviction of a crew member who is currently involved in work on a project for murder, assault in the first degree, kidnapping, arson, robbery in the first degree, or theft by extortion,
 - vi. evidence that an employee or board member of UCAN, or an immediate family member of either, will obtain a financial benefit through the award of Work to the Contractor.
- b. The Contractor is required to notify UCAN within 24 hours if any of the events listed above occur during the term of this contract.
- c. UCAN may not only terminate this contract if any of the above events occurs, UCAN may also remove the Contractor from UCAN's list of qualified contractors. In this case,

before the Contractor may again enter into a contract with UCAN, the Contractor will need to successfully respond to a new RFQ. UCAN may also suspend a Contractor from the qualified list of contractors, in which case UCAN shall issue a probationary notice to the Contractor which provides steps the Contractor must take to remain on the list. The notice shall state the number of days the Contractor shall be given to take the steps required.

MM. STATUS AS INDEPENDENT CONTRACTOR

The status of the Contractor in this contract shall be that of an independent contractor and not that of an agent or employee of UCAN. UCAN will not withhold any taxes from any payments made to the Contractor, and the Contractor will be solely responsible for paying all taxes arising out of or resulting from the performance of its services under this contract, including, but not limited to income, social security, worker's compensation, and employment insurance taxes. The Contractor shall have no power or authority to act on behalf of UCAN or in its name or to bind UCAN, either directly or indirectly, in any matter whatsoever.

NN. SUBCONTRACTS; SUCCESSORS IN INTEREST

The Contractor shall not enter into any subcontract for any of the Work required by this contract. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs and successors, if any.

OO. THIRD PARTY BENEFICIARIES

UCAN and the Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

PP. ISSUANCE OF LIEN WAIVER

For Work the Contractor is involved in, the Contractor shall, prior to receipt of payment, waive their right to place a lien on the customer's property for any amount of payment. Contractor shall also require all suppliers to waive any right to place a lien against such property, and shall submit proof of waivers to UCAN prior to receipt of final payment.

QQ. CONFIDENTIALITY

The Contractor shall protect the confidentiality of all information concerning Households and other applicants for and recipients of services funded by this contract. The Contractor shall not release or disclose any such information, except as authorized in writing by any Household member or other applicant or recipient of such services or as required by law. The Contractor shall appropriately secure all records and files to prevent access by unauthorized persons. The Contractor shall ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

RR. INDEMNITY

The Contractor shall defend, save, hold harmless, and indemnify OHCS, UCAN, their applicable Board members, officers, agents, and employees from all losses, expenses, damages, fines, charges, liens, liabilities, claims, suits, actions, judgments, attorney fees, and court costs resulting

directly or indirectly from or arising out of actions or omissions of the Contractor, its agents or its employees under this contract or applicable law.

SS. LITIGATION

- a. The Contractor and UCAN shall give each other immediate notice in writing of any action or suit filed or any claim made against the Contractor or UCAN by a supplier which, in the opinion of the Contractor or UCAN, may result in litigation related in any way to this contract.
- b. If any arbitration or litigation is instituted to interpret, enforce, or rescind this contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind.
- c. Any action or proceeding arising out of this contract shall be litigated in courts located in Douglas or Josephine County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Douglas or Josephine County, Oregon.

TT. NONENFORCEMENT

Any failure of UCAN to enforce any provision of this contract shall in no way be construed to be a waiver of such provision, and shall in no way affect the validity of this contract or limit UCAN's ability to enforce such provision at a later time.

UU. ASSIGNMENT/DELEGATION

The Contractor is prohibited from assigning or delegating this contract without the written consent of UCAN. No assignment shall relieve the Contractor of its obligations hereunder.

VV. NO USE OF FUNDS FOR POLITICAL ACTIVITIES

The Contractor will not use funds received from this contract for political activities.

WW. SMOKE FREE WORKPLACE

The Contractor shall prohibit its employees' use of tobacco from any site upon which it is performing Work.

XX. DRUG FREE WORKPLACE

The Contractor shall maintain a drug free workplace. None of Contractor's employees may provide any Work required under this agreement while under the influence of drugs.

YY. GOVERNING LAW

This contract is governed by the laws of the State of Oregon.

ZZ. SEVERABILITY

If a provision of this contract is determined to be unenforceable in any respect, the enforceability

of the provision in any other respect and of other provisions of this contract will not be impaired.

AAA. SURVIVAL

All provisions of this contract that would reasonably be expected to survive the termination of this contract will do so.

BY SIGNING THIS CONTRACT, THE INDIVIDUALS SIGNING CERTIFY THAT THEY HAVE REVIEWED THIS CONTRACT, UNDERSTAND IT, AGREE TO BE BOUND BY ITS TERMS, AND ARE AUTHORIZED TO BIND THEIR RESPECTIVE PARTIES.

Contractor

Signature of Contractor's Authorized Representative

Title

Typed Name

Date

UCAN

Signature of UCAN's Authorized Representative

Title

Typed Name

Date

EXHIBIT A

The following laws may govern the actions of the work performed pursuant to this agreement. The Contractor agrees to comply with the following laws, to the extent such laws apply to their work:

1. The Federal Funding Accountability and Transparency Act of 2006, (P.L. 109-282) regarding DUNS numbers and registration on SAMs;
2. The Health Insurance and Portability Act of 1996;
3. ORS Chapter 659, as amended;
4. If the total sum of all work performed exceeds \$10,000, Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in US Department of Labor regulations (41 CFR Part 60);
5. If the total sum of all work performed exceeds \$100,000, 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 OHCS, HUD or HHS, as applicable, and the appropriate Regional Office of the Environmental Protection Agency.
6. 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).
7. Truth in Lobbying:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 contract, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The Contractor 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) and that all Subrecipients and Vendors 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 Contractor 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.
- f. No part of any federal funds paid to Contractor under this Agreement shall be used to pay the salary or expenses of any contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Contractor under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

8. All mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et.seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
9. Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
10. Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), the Department of Energy Organization Act of 1977 (Pub. L. 95.91), and the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385).
11. The Fire Administration Authorization Act of 1992.
12. Section 407 of Public Law 103-333 (to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.)