

## STATE OF OREGON GRANT AGREEMENT

Grant No. [VS\_0085]

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Veterans’ Affairs (“Agency”) and Yamhill County (“Grantee”), each a “Party” and, together, the “Parties”.

### Section 1: AUTHORITY

Pursuant to Oregon Revised Statutes ([ORS](#)) [406.142](#), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

### Section 2: PURPOSE

The purposes of the Veterans Services Grants are to provide services to Oregon veterans by expanding outreach and services, or to promote:

- 2.1 Mental health care or physical health care;
- 2.2 Housing security;
- 2.3 Employment opportunities and employment stability;
- 2.4 Education and training opportunities;
- 2.5 Transportation accessibility and availability;
- 2.6 Critical services for veterans within a community or region or on a statewide basis provided by a veteran organization; or
- 2.7 Supporting existing programs identified by the Oregon Department of Veterans’ Affairs Advisory Committee.

### Section 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained, this Grant Agreement is effective (the “Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 31, 2021.

## Section 4: GRANT MANAGERS

### 4.1 Agency's Grant Manager is:

Jacqueline Kemp, Grants Coordinator  
Statewide Veteran Services  
Oregon Department of Veterans' Affairs  
700 Summer Street NE | Salem, OR 97301-1285  
O: (503) 373-2290 | C: (503)580-9049  
[kempj@odva.state.or.us](mailto:kempj@odva.state.or.us)

### 4.2 Grantee's Grant Manager is:

Christina Malae  
HHS Administrative Services Director  
Phone: (503)434-7371  
Email: malaec@co.yamhill.or.us

A Party may designate a new Grant Manager by written notice to the other Party.

## Section 5: PROJECT ACTIVITIES

- 5.1 Grantee must perform the activities set forth in the section of its application captioned Part 2C Measurable Outcomes; Goals, objectives and evaluation consistent with the activities, methodology and program described in Exhibit A (the "Proposal"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending October 31, 2021 (the "Performance Period"). All grant work must be completed during the Performance Period.
- 5.2 **Disbursement Deadline.** Agency must disburse all of the Grant Funds on or before December 31, 2021 for allowable costs incurred during the Performance Period.
- 5.3 **Quarterly Reports**
- 5.2.1 Beginning with the first calendar quarter of 2021 and continuing each quarter thereafter, Grantee must submit a quarterly report to the Agency within 30-days after the close of the quarter as set forth in the attached Exhibit C; provided, however, the first report must cover the period from the Effective Date through March 31, 2021;
- 5.2.2 Grantee shall use a form provided by the Agency for each quarterly report;
- 5.2.3 At a minimum, the Grantee will identify the following from the quarter ended:
- 5.2.3.1 the amount of grant funds spent;
  - 5.2.3.2 the number of veterans served;
  - 5.2.3.3 how diversity, equity and inclusion (DEI) were addressed. (e.g. how the organization improved upon or included a new focus on DEI, including number of traditionally

underserved veterans (e.g. women, aging, tribal, LGBTQ, and veterans of color) were served).

5.2.3.4 how the veterans were contacted (e.g. email, phone, text, etc. during the COVID-19 pandemic)

5.2.3.5 any milestones of progress accomplished;

5.2.3.6 any difficulties or challenges that occurred.

### 5.3 Final Report

Grantee must submit a final report on or before March 1, 2022 containing the information in ORS 406.503(8), final data on measurable outcomes as stated in Grantee’s proposal, a final budget report reconciling Project activities and expenses with the Grant Funds disbursed, as well as any other narrative or data requested in the Final Report form (required form provided by ODVA).

### 5.4 Project Goals:

Grantee agrees to follow the approved budget associated with each Project Goal as set forth in the Budget Cover Page, Veteran Services Grant Budget (Exhibit B) and accompanying budget sheets submitted to, and approved by, Agency on December 2, 2020 as part of Grantee’s Budget Summary on file with the Agency Grants Coordinator. The Project Budget is used to evaluate adherence to Project Goal spending and for reporting purposes as follows:

<b>Project Goals</b>	<b>Budget Amount</b>
<b>Goal 1:</b> Housing Barrier Removal	<b>\$9,000.00</b>
<b>Goal 2:</b> Enhanced access to behavioral health and physical health	<b>\$6,960.00</b>
<b>Goal 3:</b> Training for staff	<b>\$653.00</b>
<b>Revised Budget v1 submitted 12/02/2020</b>	<b>TOTAL \$16,613.00</b>

## Section 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, and subject to availability of funding, the Agency will provide Grantee up to \$16,613.00 (“Grant Funds”) for the Project. The source of the Grant Funds is from Legislatively approved Lottery Fund monies deposited in the Department of Veterans’ Affairs Veteran Services Grant Fund (“Funding Source”).

## Section 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in

Exhibit A that are undertaken during the Performance Period.

**7.1.2** Grantee must submit reimbursement requests on the form provided by Agency on or before the 15<sup>th</sup> day of each month for costs incurred for which Grantee seeks reimbursement with Grant Funds. Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required prior to disbursement or as Agency may request. Grantee must submit its final request for reimbursement of Project activities from Grant Funds on or before November 30, 2021.

**7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for reimbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

**7.1.4** If Grantee is unable to use the Grant Funds, as identified in Exhibit A, Grantee must submit, in writing, a revised plan for those funds.

**7.1.4.1** The Agency will review and may approve the revised plan.

**7.1.4.2** If the revised plan is approved by Agency, the Agency will determine if an amendment to the Grant Agreement is needed to proceed with the Project.

**7.2 Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

No default as described in Section 15 has occurred; and

Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

## **Section 8: REPRESENTATIONS AND WARRANTIES**

**8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

Grantee is an Oregon County Government Agency as identified in OAR 274-038-0200 duly

organized and validly existing;

Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;

This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

**8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to Grantee’s proposal. Grantee 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. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

**8.2 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **Section 9: OWNERSHIP**

**Capital Asset.** If the Project includes the purchase of a capital asset, Grantee may not sell, transfer, or otherwise dispose of any capital asset paid for with Grant Funds for a period of five (5) years after the Effective Date of this Grant without prior written consent of the Agency.

## **Section 10: CONFIDENTIAL INFORMATION**

**10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or participants in the activities funded by this Grant or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).

**10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must

advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

**10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

## **Section 11: INDEMNITY/LIABILITY**

**11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If Grantee is a governmental entity with legal limitations that apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

**11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at

its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

**11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## **Section 12: INSURANCE**

**Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage, or (iii) a combination of any or all of the foregoing.

## **Section 13: GOVERNING LAW, JURISDICTION**

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must 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 will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **Section 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. 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. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## Section 15: DEFAULT

**15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;

A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

**15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## Section 16: REMEDIES

**16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no

event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## **Section 17: WITHHOLDING FUNDS, RECOVERY**

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period.
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials

## **Section 18: TERMINATION**

**18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

**18.2 By Agency.** Agency may terminate this Grant as follows:

At Agency's discretion, upon 30 days advance written notice to Grantee;

Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**18.3 By Grantee.** Grantee may terminate this Grant as follows:

If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the

Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

**18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## **Section 19: MISCELLANEOUS**

**19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

**19.2 Non-appropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

**19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

**19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

**19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will

not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

**19.6 Severability.** The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

**19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

**19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

**19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

**19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**19.11 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

**19.12 Records Maintenance and Access.**

Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of

any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

The Agency may at any time request to conduct a site visit on the Grantee's premises to review documentation of Grant funded expenses, view work funded by the Grant, inspect equipment purchased with Grant Funds or to attend an event funded by Grant Funds.

**19.13 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

**19.14 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant Agreement
- Exhibit A (the "Proposal")
- Exhibit B (the "Grant Funds Budget form")
- Exhibit C (Timeline and Additional required data)

**19.15 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

