

MASTER SUBRECIPIENT AWARD AGREEMENT

This COMMUNITY CARE HUB MASTER SUBRECIPIENT AWARD AGREEMENT ("Agreement") is entered into as of February 1, 2026 ("Effective Date"), by and between BETTER HEALTH TOGETHER nonprofit corporation with principal offices at 157 SOUTH HOWARD ST., STE 300, SPOKANE, WA 99201 ("BHT"), and **SUBRECIPIENT PARTNER NAME AS APPEARS ON W9**, DBA **DBA NAME IF APPLICABLE** ("Subrecipient"), a **STATE organization type** with principal offices at **ADDRESS**.

BHT seeks to improve health for all in Eastern Washington, and BHT periodically receives grants from government agencies and third parties (each, a "Funding Source") to implement programs that further BHT's mission (hereinafter, "Award" or "Awards").

BHT desires to contract with Subrecipient to provide certain services related to Awards and to offer related Subrecipient Awards (as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 C.F.R. Part 200 (the "Uniform Guidance")), on the terms and conditions set forth in this Agreement.

Subrecipient provides services that align with BHT's mission in one or more ways, and BHT desires to formalize an agreement with Subrecipient to provide certain services as more particularly described in this Agreement.

BHT and the Subrecipient agree to the following:

- 1. ENGAGEMENT; STATEMENT OF WORK.** Subrecipient hereby agrees to provide to BHT, and BHT hereby engages Subrecipient to provide, on the terms and conditions set forth in this Agreement, certain Services as more particularly defined herein. If BHT desires Subrecipient's Services with respect to all or a portion of such Award, BHT will submit a Statement of Work ("Statement of Work" or "SOW") to Subrecipient describing the Award, the nature and scope of the services required (as may be amended from time to time by BHT) ("Services"), the timeframe for completion and any related milestones, the portion of the Award offered to Subrecipient for performance of such Services ("Subrecipient Award"), and any other terms deemed necessary or required by BHT. To be effective, each Statement of Work must be signed by an authorized representative of BHT and Subrecipient. Each appropriately executed SOW is incorporated into this Agreement by reference. Subrecipient shall perform all Services in a satisfactory manner as determined by BHT.
- 2. ROLE OF THIS AGREEMENT.** Each SOW shall be deemed a separate agreement incorporating all of the terms and conditions of this Agreement. Subrecipient shall perform the Services in conformance with applicable laws, rules and regulations, and in accordance with the terms of this Agreement and the terms of the applicable SOW concerning time frame for completion and other specified terms. The parties intend for this Agreement to govern all Services provided by Subrecipient. The terms and provisions of this Agreement shall supersede any conflicting terms that may be included in any SOW, unless such SOW (a) specifically cross-references this Agreement, and (b) states that it amends the terms and provisions of this Agreement.
- 3. TERM.** This Agreement shall begin on February 1, 2026 (the "Effective Date") and end on the date that the last SOW remaining in force between the parties is terminated or expires or such later date set forth in any outstanding SOWs ("Term"), unless earlier terminated by either party in accordance with the terms of this Agreement.

4. BUDGET; PRIOR APPROVAL FOR CHANGES. With respect to each SOW and the Services described therein, Subrecipient shall submit a proposed program budget related to the Services. Such budget as approved by BHT with any modifications that may be required by BHT is referred to as the “Approved Budget” with respect to such SOW and the related Services thereunder. Subrecipient may not transfer allocated funds among cost categories within an Approved Budget account without the prior written approval of BHT; nor shall Subrecipient make any changes, directly or indirectly, in program design, in the Services or in the Approved Budget without the prior written approval of BHT.

5. COMPENSATION.

a. Payment of Funds. With respect to each SOW, BHT agrees to pay Subrecipient in accordance with the Approved Budget for such SOW and for the performance of the Services thereunder, not to exceed the offered Subrecipient Award as detailed in the SOW (“Total SOW Funds”). The amount of Total SOW Funds, however, is subject to adjustment by BHT if a substantial change is made in the Services that affects the SOW or if this Agreement (or any particular SOW) is terminated prior to the expiration of the Agreement (or particular SOW) as provided in this Agreement or any specific term of an SOW. Program funds shall not be expended prior to the full execution of an SOW or following the earlier of the expiration or termination of a particular SOW or, as applicable, this Agreement. Costs incurred under an SOW by Subrecipient shall only be as necessary and allowable to carry out the Services set forth in the SOW and may not exceed the maximum limits set in the Approved Budget applicable to the SOW. Costs incurred against the Total SOW Funds shall be incurred in accordance with the Uniform Guidance, the applicable Award and the authorizations, restrictions and requirements contained in the applicable Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies.

b. Invoices. Except with respect to the final invoice under an SOW (or as may otherwise be expressly provided in an SOW as amending this Section), on or before the fifteenth (15th) day of each month during the Term during which Services are performed under an SOW, Subrecipient shall submit invoices to BHT, in a form that is acceptable to BHT, for the most recent month ended, detailing actual expenditures of Subrecipient in accordance with this Agreement and the applicable SOW. Within ten (10) working days from the date it receives any such invoice (including the final invoice as discussed below in this Agreement), BHT may disapprove the requested payment. If the payment is disapproved, BHT will notify Subrecipient of the disapproval. If payment is approved, no notice will be given. If not timely disapproved, BHT shall pay the invoiced sum after expiration of such ten (10) day review period.

c. Contingency. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by BHT from applicable Funding Sources and shall be subject to Subrecipient’s continued eligibility to receive funds under the applicable provisions of the Award and under applicable law. If the amount of funds that BHT receives from Funding Sources is reduced, BHT reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement and related SOW. BHT also reserves the right to deny payment for Subrecipient’s expenditures for Services where invoices and/or other reports are not submitted by the deadlines specified in this Agreement and the applicable SOW.

6. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.

a. Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement and any SOW in accordance with all applicable Award requirements, as well as all applicable federal and state requirements, including the Uniform Guidance, 2 C.F.R. Part 200. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by BHT if required by applicable laws, regulations or guidelines from its Funding Sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement and each SOW.

b. Limitations on Expenditures. With respect to each SOW and the applicable services, Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or Services provided prior to the full mutual execution of the SOW, or for Services or related expenditures following the earlier of the expiration or termination of this Agreement or applicable SOW. BHT shall only reimburse Subrecipient for documented expenditures incurred during the Term that are: (i) reasonable and necessary to carry out the Services in an effective SOW; (ii) documented by contracts or other evidence of liability consistent with established BHT and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement and the applicable SOW.

c. Financial and Other Reports. Subrecipient shall submit to BHT such reports and back-up data as are expressly set forth in an SOW or as may be required or requested by BHT from time to time, including without limitation such reports referenced in SOWs. This provision shall survive the expiration or termination of this Agreement with respect to any reports which Subrecipient is required to submit to BHT following the expiration or termination of this Agreement (i.e. If this Agreement has been terminated or expired, the Subrecipient must still complete the required reports).

d. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement or any SOW which is found by auditors, investigators, and other authorized representatives of BHT or any governmental agency or third party grantor with respect to an Award, to be improper, unallowable, in violation of federal or state law or the terms of the Award, this Agreement or the applicable SOW, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by BHT under this Agreement or any other agreements (including any other SOWs) between BHT and Subrecipient. This provision shall survive the expiration or termination of this Agreement (i.e. If this Agreement has been terminated or expired, the Subrecipient will still be accountable.)

e. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$1,000,000 or more or audits with periods beginning on or after October 1, 2024, in federal awards during such fiscal year (or \$750,000 or more for audits with periods beginning prior to October 1, 2024), including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$1,000,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by BHT and appropriate officials of MSDHA, the U.S. Department of Treasury, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public

Accountant. Subrecipient shall provide BHT with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

f. Closeout. Final payment request(s) under this Agreement and any SOW must be received by BHT no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement or such SOW, as applicable, unless otherwise defined in a SOW as amending this Section. BHT will not accept any untimely payment requests. In consideration of the execution of this Agreement by BHT, Subrecipient agrees that acceptance of final payment from BHT will constitute an agreement by Subrecipient to release and forever discharge BHT, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement and the applicable SOW. Subrecipient's obligations to BHT under this Agreement and any SOW shall not terminate until all closeout requirements are completed to the satisfaction of BHT. Such closeout requirements shall include, without limitation, submitting final reports to BHT and providing any closeout-related information requested by BHT by the deadlines specified by BHT. This provision shall survive the expiration or termination of this Agreement.

7. COOPERATION IN MONITORING AND EVALUATION.

a. BHT Responsibilities. BHT shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Services performed under this Agreement. BHT has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. BHT may require Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities.

i. Subrecipient shall permit BHT to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

ii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of BHT, U.S. Department of Treasury, the U.S. Government Accountability Office, or the Comptroller General of the United States, and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

8. RECORD RETENTION AND ACCESS.

a. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Services under this Agreement and all SOWs (including without limitation personnel, property, financial and medical records) for a period of 6 years following the date that BHT makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of BHT, U.S Department of Treasury, the U.S. Government Accountability Office and the Comptroller General of the United States.

b. Subrecipient agrees to use BHT's Client Management System ("CMS") as their community health record platform for Services performed under this Agreement and any SOW. Subrecipient shall attend quarterly meetings with BHT for data review related to the CMS and the Services under this Agreement and any SOW. Subrecipient shall comply with any and all rules and regulations related to the CMS.

9. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of Subrecipient to BHT is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing Services under this Agreement and any SOW on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of BHT, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from BHT. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless BHT and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L.111-148) with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

a. Compliance with Award and Subrecipient Award. Subrecipient shall perform all Services funded by this Agreement and any SOW in accordance with the terms of this Agreement (i) the Award, including any amendments; (ii) the Services and the Subrecipient Award Data described in and terms set forth in an SOW; (iii) the Approved Budget related to any SOW and (iv) the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit A (the "Required Contract Provisions"). In addition, Subrecipient shall cooperate fully with BHT in its efforts to comply with the requirements of the Award, including any amendments.

b. Compliance with Applicable Laws. Subrecipient shall perform all Services and related activities funded by this Agreement and all SOWs in accordance with all applicable federal, state and

local laws, including without limitation laws which regulate the use of the funds. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term to the extent that such laws apply to this Agreement and the Services. The term “federal, state and local laws” shall include, without limitation:

i. Authorizing Statute and Regulations. Any authorizing statute and regulations specifically referenced in an SOW (however, the lack of such reference shall not eliminate the obligation to comply with applicable laws and regulations).

ii. Grants Administration Regulations. Any grants administration regulations specifically referenced in an SOW (however, the lack of such reference shall not eliminate the obligation to comply with applicable laws and regulations).

iii. Administrative Requirements; Cost Principles; Audit Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 C.F.R. Part 200.

iv. Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying. If the Subrecipient Award exceeds \$100,000 of Total SOW Funds under any SOW, Subrecipient must execute and deliver to BHT the certification in the form required by BHT (“Certification Regarding Lobbying”). In addition, Subrecipient shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subrecipient Award were appropriated.

v. Covenant Against Contingent Fees. Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement, or any SOW, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, BHT shall have the right to annul this Agreement and any and all SOWs without liability or, in its discretion, to offset against amounts it owes Subrecipient under this Agreement or otherwise recover from Subrecipient the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

vi. Suspension and Debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Subrecipient further agrees that it will notify BHT immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

vii. Unique Entity Identifier (UEI). Subrecipient agrees and acknowledges that BHT may not grant the Subrecipient Award set forth in any SOW and Subrecipient may not receive the Subrecipient Award set forth in any SOW unless Subrecipient has provided its Unique Entity Identifier (“UEI”) number to BHT. The UEI number is the twelve-digit alphanumeric identifier that is requested in and assigned by the System for Award Management (SAM.gov) to uniquely identify business entities receiving federal funds.

viii. Drug-Free Workplace. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182 which require all programs and activities receiving federal assistance to maintain a drug-free workplace.

ix. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to BHT proof of any licensure, certification, permit or accreditation upon request.

x. Other BHT Agreements. Subrecipient shall fulfill all other agreements with BHT and comply with all federal, state and local laws applicable to programs funded by such agreements.

11. EMPLOYMENT LAWS AND POLICIES. Subrecipient shall not discriminate against any qualified employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability. Subrecipient shall comply with all applicable provisions of federal, state and local laws prohibiting discrimination in employment.

12. PUBLICITY; PUBLIC ANNOUNCEMENTS. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money, Subrecipient shall clearly state: (i) the percentage of the total cost of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Neither Party may make any public statements, including, without limitation, blog posts, any press releases, fliers, signage, etc., with respect to this Agreement or any SOW, without the prior written consent of the other Party (which consent may not be unreasonably withheld), except as may be required by law or under any Award. BHT has the authority (and in some instances, the obligation) to inform the Funding Source(s) on information about the Partners through ongoing reports, and BHT will not be in violation of this paragraph by providing such information.

13. INTELLECTUAL PROPERTY RIGHTS. BHT shall own all rights, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Subrecipient during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Services under all SOWs and this Agreement (collectively, "Work Product"). All Work Product is work made for hire to the extent allowed by law and, in addition, Subrecipient hereby makes all assignments necessary to accomplish the foregoing ownership. Subrecipient shall assist BHT to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Subrecipient hereby irrevocably designates and appoints BHT as its agents and attorneys-in-fact, coupled with an interest, to act for and on Subrecipient's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Subrecipient and all other creators or owners of the applicable Work Product. Subrecipient represents and warrants that all Work Product created for BHT under this Agreement is original and does not infringe on the rights of any third party. Subrecipient further agrees to indemnify, defend and hold harmless BHT from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, arising out of or related to any claims of intellectual property infringement.

by the Work Product. The parties also acknowledge and agree that with respect to each applicable Funding Sources, a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise to the extent use, and to authorize others to use for federal purposes is hereby reserved in and to the following: (i) the copyright in the Work Product; and (ii) any rights of copyright to which BHT, Subrecipient or a contractor purchases ownership under an Award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. This provision shall survive the expiration or termination of this Agreement.

14. INDEMNIFICATION. Subrecipient shall defend and hold BHT, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising out of or related to (a) any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement and any SOW; (b) the operation of Subrecipient's business; and (c) breach of this Agreement or terms of any SOW by Subrecipient. This provision shall survive the expiration or termination of this Agreement.

15. INSURANCE. Subrecipient shall, at all times throughout the Term, carry commercial general liability insurance in such form and in such amounts as BHT may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name BHT as an additional insured with respect to Subrecipient's performance of Services under this Agreement and SOWs. Subrecipient shall provide BHT with certificates of insurance evidencing coverage within thirty (30) days after execution of this Agreement. Subrecipient shall provide BHT with thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by BHT pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage. Subrecipient's failure to maintain insurance in the form and/or amounts required by BHT pursuant to this Agreement shall be deemed a material breach of this Agreement and BHT shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

16. TERMINATION.

a. By BHT. BHT may, by giving written notice to Subrecipient, terminate this Agreement in whole or in part for cause, which shall include: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement and each SOW; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement and any SOW; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by BHT pursuant to this Agreement; (vi) the submission by Subrecipient to BHT of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this

Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to BHT; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (vi) fraudulent activities on the part of Subrecipient; and (x) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. BHT may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Subrecipient.

b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Term, including without limitation those applied by the Funding Source in their grants and reimbursements to BHT upon which a Subrecipient Award under an SOW is based, and which thereby become applicable to Subrecipient during the Term, Subrecipient shall terminate this Agreement by giving written notice to BHT citing specifically the additional condition or requirement which Subrecipient is unable to unwilling to comply with. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice. If BHT fails to perform its obligations under this Agreement and such failure to continues for thirty (30) days follow written notice from Subrecipient, then Subrecipient may terminate this Agreement.

c. Transfer of Performance Upon Termination. Upon giving or receiving notice of termination, BHT may require Subrecipient to ensure that adequate arrangements have been made for the transfer of performance of the Services to another entity or to BHT, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Subrecipient under this Agreement.

d. Disposition of Property. In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Subrecipient under this Agreement shall be disposed of according to applicable regulations, and Subrecipient shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement during the Term, subject to BHT's right to offset from such sums damages or other sums incurred or owed to BHT as a result of Subrecipient's failure to perform or breach of this Agreement.

e. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to BHT for damages sustained by BHT by virtue of any breach of this Agreement by Subrecipient and BHT shall be liable to Subrecipient for damages sustained by Subrecipient by virtue of any breach of this Agreement by BHT. This shall include, without limitation, liability of Subrecipient for the disallowance by the Funding Source the reimbursement of charges submitted by BHT for Services provided by Subrecipient under an applicable SOW where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by such Funding Source of Subrecipient or BHT, the amount disallowed must be paid by Subrecipient to BHT within ten (10) days following written notice and demand therefor from BHT, and such payment shall be made by Subrecipient to BHT from funds other than those provided by BHT under this Agreement.

17. GENERAL PROVISIONS.

- a. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington without giving effect to the conflicts of laws provisions thereof. The venue for any action arising out of or related to this Agreement shall be in Spokane County Superior Court.
- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement or any SOW without BHT's prior written consent, which BHT may withhold in its sole discretion. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from BHT, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by BHT prior to its execution.
- f. Notices. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

To BHT: Alison Poulsen, President
Better Health Together
PO Box 271
Spokane WA 99210
509-499-0482
Email: alison@betterhealthtogether.org

To Subrecipient: Name, Title
Name of Partner
Mailing Address
City, State and Zip
(XXX) XXX-XXXX
Email: Email Address

g. Amendment. Any amendment to this Agreement, including to an SOW, shall be reduced to writing, signed by an authorized representative of each party.

h. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

i. Attorneys' Fees. If a party to this Agreement brings any action against any other party related in any way to this Agreement, the prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of signature date.

BETTER HEALTH TOGETHER

By: _____

Alison Poulsen
President

Date: _____

NAME OF SUBRECIPIENT

By: _____

Signer Name
Signer Title

Date: _____

SUBRECIPIENT AWARD AGREEMENT

List of Exhibits

<u>Exhibit A</u>	Required Contract Provisions
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Exhibit A
Required Contract Provisions

(Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer

or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. Buy American Act (41 U.S.C. §§ 8301-8305): For all contracts for the acquisition of steel, iron and manufactured goods, BHT shall obtain from the contractor a certification confirming that the contractor has not been convicted of violating the Buy American Act, 41 U.S.C. §§ 8301-8305. A clause will also be included that the contractor’s acquisition of steel, iron and manufactured goods, with funding provided through the contract, is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable.
- K. Drug-Free Workplace (49 CFR Part 32): For all contracts, BHT shall obtain from the contractor a certification that it complies with Government-wide Requirements for Drug-Free Workplace

(Grants), 49 C.F.R. Part 32.

- L. Domestic preferences for procurements: As appropriate and to the extent consistent with law, contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- M. Prohibition on certain telecommunications and video surveillance services or equipment: BHT and subrecipients are prohibited from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- N. Procurement of recovered materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines