

November 23, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with
Oregon Trail School District #46 for Preschool Promise Services

Purpose/Outcomes	OTSD will provide 900 Classroom hours to 18 children, ages 3-5 living at or below 200 percent of the Federal Poverty Level to improve educational outcomes
Dollar Amount and Fiscal Impact	\$224,400 No County General Funds are involved
Funding Source	Oregon Department of Education Early Learning Division
Duration	From July 1, 2016 through June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	8013

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a non-federal Subrecipient Intergovernmental Agreement with Oregon Trail School District #46 for Preschool Promise programming designed to promote healthy child development and early learning to underserved families to improve educational outcomes. OTSD will provide 900 Classroom hours to 18 children, ages 3-5 living at or below 200 percent of the Federal Poverty Level, using strength-based approaches and asset-based mindsets to facilitate and support statewide efforts to institutionalize equity.

No County General Funds are involved in this Agreement. It has been reviewed and approved by County Counsel. It becomes effective retroactively, starting July 1, 2016 and terminates June 30, 2017. It is retroactive because the state funding agency amended the revenue agreement, changing the insurance language. This Agreement has a maximum value of \$224,400.

RECOMMENDATION:

Staff recommends the Board approval of this Contract/Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
INTERGOVERNMENTAL AGREEMENT CYF-001**

Project Name: **OREGON TRAIL SCHOOL DISTRICT #46**

Project Number:

This Agreement is between **Clackamas County, Oregon**, acting by and through its Health, Housing and Human Services Department – Children, Youth & Families Division (COUNTY) and **Oregon Trail School District #46** (SUBRECIPIENT), an Oregon Unit of Local Government.

Clackamas County Data

CYF Fiscal Representative: Bryant Scott	Program Manager: Korene Mather
Clackamas H3S, Children, Youth & Families Division 150 Beavercreek Road, Suite 305 Oregon City, OR 97045 503-650-5675 BryantS@clackamas.us	Clackamas H3S, Children, Youth & Families Division 105 Beavercreek Road, Suite 305 Oregon City, OR 97045 503-650-5683 Korenemat@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: Tim Belanger	Program Representative: Debbie Johnson
Oregon Trail School District #46 36525 Industrial Way Sandy OR, 97055 503-668-5541 x4007 Email: timothy.belanger@ortrail.k12.or.us	Oregon Trail School District #46 36525 Industrial Way Sandy, OR, 97055 503-668-5541 x4002 Email: Debbie.johnson@ortrail.k12.or.us
FEIN: 93-6000232	

RECITALS

1. Clackamas Children Youth & Families Division (CYF) supports Clackamas County and H3S goals to ensure safe, healthy and secure communities and that individuals and families in need are healthy and safe. CYF desires to engage Oregon Trail School District #46 (OTSD) to support Preschool Promise, programming designed to promote healthy child development and early learning to underserved families to improve educational outcomes. OTSD will provide 900 Classroom hours to 18 children, ages 3-5 living at or below 200 percent of the Federal Poverty Level, using strength-based approaches and asset-based mindsets to facilitate and support statewide efforts to institutionalize equity.
2. Oregon Department of Education Early Learning Division (ELD) funds will be used to deliver Preschool Promise services in Clackamas County, in accordance with and subject to the ELD Preschool Promise Operational Guidelines (Exhibit E).
3. Funding will support:
 - a. A Lead Teacher with a Bachelor's Degree in early childhood education or closely related field, as indicated in the Oregon Center for Career Development's Step Registry. A waiver may be requested for this requirement;
 - b. An Assistant Teacher who meets Oregon's personnel qualification requirements of one of the top two tiers of the QRIS;
 - c. Transportation costs, classroom furniture, equipment, materials and supplies.
4. This Grant Agreement (Agreement) of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Education (ODE), Early Learning Division (ELD) and the Early Learning Council (ELC) Intergovernmental Agreement that is the source of the Agreement funding, in addition to compliance with the statutory requirements stated in Exhibits F and G.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **EARLY LEARNING DIVISION PRESCHOOL PROMISE** contract #5803 issued to the COUNTY by the State of Oregon, Early Learning Division. The maximum, not to exceed, Contract amount that the COUNTY will pay on the agreement with Oregon Trail School District is **\$224,400**.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment. County may extend this Agreement for additional periods, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on COUNTY'S satisfaction with performance of the work or services provided by SUBRECIPIENT under this Agreement.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an Oregon Department of Education grant award (Intergovernmental Agreement #5503) in the amount of \$343,840 and is authorized to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for these activities.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Agreement revenue advanced to SUBRECIPIENT should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the Agreement have been met. Revenue may be recognized throughout the life cycle of the Agreement as the funds are "earned". All Agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer Agreement funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original application or Agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this agreement and in accordance with the Early Learning Operational Guidelines (Exhibit E).
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior to this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** SUBRECIPIENT shall submit monthly itemized invoices for actual expenses related to the execution of this Agreement.
- h) **Performance.** SUBRECIPIENT shall execute the program according to the ELD Preschool Promise Operational Guidelines (dated 8/2016), which are included as an attachment to this Agreement (Exhibit E).
- i) **Performance and Financial Reporting.** SUBRECIPIENT must submit a Performance Report as follows:
 - 1) Monthly Activity Reports – Submit by the 15th of each month for the previous month along with the monthly reimbursement request;
 - 2) Quarterly Program and Demographic Reports – Submit by the 15th of October, January, April and July utilizing the work plan and demographic quarterly reporting documents;
 - 3) Annual Reports – Submit an expense report and progress towards Outcomes and Targets report by the 15th of July each year utilizing the work plan Annual Report document as specified in Exhibit C. SUBRECIPIENT must submit a preliminary and final Financial Report by July 10, 2017 as specified in Exhibit D. All reports must be submitted on the templates provided, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- j) **Lobbying.** SUBRECIPIENT agrees that no portion of the Agreement funds will be used to engage in lobbying of the Federal, State, or County Government or in litigation against the United States unless authorized under existing law. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- k) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- l) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, the Early Learning Division, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- m) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years

following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- n) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original agreement and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT Agreement funds until compliance is met or to terminate this relationship including the original agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Preschool Promise Operational Guidelines (Exhibit E), incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$100,000 should include a description of the project and what is being funded, an explanation of why it is necessary to fund noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements between units of government are excluded from this provision.
- b) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among sub-contractors that may restrict or eliminate competition or otherwise restrain trade. Sub-contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- c) SUBRECIPIENT agrees that, to the extent they use subcontractors, SUBRECIPIENT shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

1. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance for the protection of COUNTY, its officers, commissioners, and employees covering:

- i. Bodily Injury or death – Not less than \$1,000,000 per occurrence limit for any single claimant and \$2,000,000 per occurrence limit for multiple claimants;
- ii. Property damage – Not less than \$113,400 per occurrence for any single claimant and \$566,900 per occurrence limit for multiple claimants.

This coverage shall include Contractual Liability Insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. **Commercial Automobile Liability.**

If the SUBRECIPIENT **does not** transport children, Automobile Liability Insurance covering all owned, non-owned and hired vehicles coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability") is required in the following amounts:

- i. Bodily Injury or Death – Not less than \$1,000,000 per occurrence limit for any single claimant and \$3,000,000 per occurrence limit for multiple claimants.
- ii. Property Damage – Not less than \$113,400 per occurrence limit for any single claimant and \$566,900 per occurrence limit for multiple claimants.

If the SUBRECIPIENT transports children, Automobile Liability Insurance covering all owned, non-owned and hired vehicles coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability") is required in the following amounts:

- i. Bodily Injury or Death – Not less than \$1,000,000 per occurrence limit for any single claimant and \$5,000,000 per occurrence limit for multiple claimants.
- ii. Property Damage – Not less than \$113,400 per occurrence limit for any single claimant and \$566,900 per occurrence limit for multiple claimants.

3. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

4. **Abuse and Molestation.** Abuse and Molestation Insurance covering physical abuse and sexual molestation in a form and with coverage that are satisfactory to the State. This insurance shall include coverage for the SUBRECIPIENT, and SUBRECIPIENT's employees, agents, volunteers and staff. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit. Coverage shall be written on an occurrence basis in an amount of not less than: \$100,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and \$300,000 annual aggregate limit.
5. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
6. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County and State of Oregon, its agents, officers, and employees as an additional insured. Additional insured shall include the Early Learning Division, its officers, employees and agents as Additional Insureds but only with respect to SUBRECIPIENT's activities under this agreement.
7. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the SUBRECIPIENT 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 the Sub-agreement, for a minimum of 24 months following the later of: (i) the SUBRECIPIENT's completion and COUNTY 's acceptance of all services required under the Sub-agreement or, (ii) the expiration of all warranty periods provided under the Sub-agreement. Notwithstanding the foregoing 24-month requirement, if the SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the SUBRECIPIENT may request and COUNTY may Agreement approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
8. **Notice of Cancellation or Change.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
9. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
10. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
11. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insured listed above.

12. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
13. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any sub-agreements for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part without the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.
- l) **Additional Terms and Conditions.** In addition to COUNTY general provisions, SUBRECIPIENT agrees to comply with State of Oregon Standard Terms and Conditions and Special Terms and Conditions as outlined in Exhibits F and G.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

OREGON TRAIL SCHOOL DISTRICT #46

By: _____
Signing on behalf of the Board

By:  _____
Aaron Bayer, Superintendent

Dated: _____

Dated: 11-9-16

By: _____
Rodney A. Cook, CYF Director

Dated: _____

By: _____
Recording Secretary

Dated: _____

Approved to Form

By:  _____
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Reimbursement Request Form
- Exhibit E: Preschool Promise Operating Guidelines
- Exhibit F: Standard Terms and Conditions
- Exhibit G: Special Terms and Conditions