SAMPLE
STATE OF OREGON
GRANT AGREEMENT
#XXXXXXXX

This Agreement is awarded per Recipient’s response to Request For Grant Proposal, S-44000-00003902.

This Agreement is between the State of Oregon, acting by and through its Department of Consumer and Business Services, Division of Financial Regulation, hereinafter referred to as "Agency," and [Recipient Legal Entity Name], d.b.a. [Assumed Business Name], hereinafter referred to as “Recipient”.

Recipient:

Recipient Legal Entity Name
D.b.a. Facility or Assumed Name
Address
Address
Telephone: (required)
E-mail address: (required)
Recipient’s home page URL, if applicable (optional)

Agency:

Division of Financial Regulation
Consumer Education and Advocacy Section
350 Winter street NE, 4 th Floor
Salem, OR 97301

Agreement Administrator:
(Insert Name)
Title:
Telephone: (Insert)
E-mail address: (Insert)
1. Effective Date and Duration.

This Agreement shall become effective on January 1, 2023 or the date this Agreement has been fully executed by every party, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2023. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
   - Exhibit A: Program Description
   - Exhibit B: Standard Terms and Conditions
   - Exhibit C: Insurance Requirements
   - Exhibit D: Sample Draft Survey

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits A, B, C, and D.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement is $25,000.00. Agency will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. Agency will disburse the grant to Recipient as described in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

☐ Recipient is a sub-recipient  ☐ Recipient is a vendor  ☒ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A
RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

[Signature Block]
EXHIBIT A
Program Description

1. General Information

The Department of Consumer and Business Services (DCBS) is Oregon’s largest regulatory agency. It administers state laws and rules, protects consumers and workers in the areas of workers’ compensation, occupational safety and health, financial services, insurance and building codes.

The Division of Financial Regulation (DFR) is a division of DCBS and oversees the financial and insurance industries in Oregon. The mission of DFR is protecting Oregonians’ access to fair products and services through education, regulation and consumer assistance.

DFR will actively collaborate with awarded Program Recipients in the areas of financial education curriculums, education classes, and participation in the sponsored outreach events such as financial empowerment events and resource fairs, including homebuyer events.

2. Definitions

- **Agency** – Department of Consumer and Business Services, Division of Financial Regulation
- **DCBS** – Department of Consumer and Business Services
- **DFR** – Division of Financial Regulation.
- **Program** – Statewide Outreach Sponsorship Grant Program
- **Recipients**– Proposers selected to participate in Program

For purposes of this Agreement, Agency, DCBS and DFR represent the same entity.

3. Program Description

*Agency will insert Program Description provided in the RFGP Attachment A Submission Form*

4. Desired outcomes

(a) Recipient awareness of DFR as a trusted source of information on insurance and the financial services DFR regulates.
(b) Consumer awareness of DFR as a trusted source of information on insurance and the financial services DFR regulates.
(c) Promotion of DFR and DFR exposure to consumers via classes, social media, tabling at events, serving on panels or other events.
(d) Recipients educate their participants on insurance and the financial services that are regulated by DFR, on what the DFR’s role is and provide DFR materials.

5. **Prohibited Activities**

Grant funds shall not be used for any events that permit political advocacy, candidate endorsements, or politicking. No funded events shall permit the consumption of alcohol.

6. **Reporting Requirements**

(a) Quarterly Reporting:

Recipients must:

1. Conduct pre and post surveys, provided by DFR, after each class that has DFR content in the curriculum. Reported data must include class topics and aggregated participant demographics.
2. Report on the number of classes held by topic, and the number of participants the Recipient reached with insurance and financial services, including services provided by DFR. Data must include aggregated participant demographics.
3. Report on the number of outreach events, the purpose of each event and the number of participants reached when DFR staff participate in a Recipient’s event. Data must include aggregated participant demographics.

(b) Final Reporting:

Recipients must:

1. Submit a narrative report at end of the Grant year responding to questions about their awareness and trust in DFR, and their willingness to refer their clients to DFR consumer advocates when appropriate.

7. **Payment Terms**

Agency agrees to pay the Recipient as follows:

(a) $8,300 no later than 30 days after Agreement execution, or by January 31, 2023, whichever is later.

(b) $8,300 no later than 30 days after Agency’s receipt of the 2\textsuperscript{nd} quarter reporting requirements.

(c) $8,400 no later than 30 days after Agency’s receipt of the final reporting requirements.
EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of
the State of Oregon without regard to principles of conflicts of law. Any claim, action,
suit or proceeding (collectively, “Claim”) between Agency or any other agency or
department of the State of Oregon, or both, and Recipient that arises from or relates
to this Agreement shall 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 shall be brought and conducted solely
and exclusively within the United States District Court for the District of Oregon. In
no event shall this Section be construed as a waiver by the State of Oregon of the
jurisdiction of any court or of any form of defense to or immunity from any Claim,
whether sovereign immunity, governmental immunity, immunity based on the
eleventh amendment to the Constitution of the United States or otherwise. Each
party hereby consents to the exclusive jurisdiction of such court, waives any
objection to venue, and waives any claim that such forum is an inconvenient forum.
This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive
orders and ordinances applicable to this Agreement or to the implementation of the
project. Without limiting the generality of the foregoing, Recipient expressly agrees
to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of
the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and
ORS 659A.142; (iv) all regulations and administrative rules established pursuant to
the foregoing laws; and (v) all other applicable requirements of federal and state
civil rights and rehabilitation statutes, rules and regulations. This Section shall
survive expiration or termination of this Agreement.

3. Independent Parties; Conflict of Interest.

(a) Recipient is not an officer, employee, or agent of the State of Oregon as those
terms are used in ORS 30.265 or otherwise.

(b) If Recipient is currently performing work for the State of Oregon or the federal
government, Recipient by signature to this Agreement, represents and warrants
that Recipient’s participation in this Agreement creates no potential or actual
conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or
regulations of the State of Oregon or federal agency for which Recipient
currently performs work would prohibit Recipient’s participation under this
Agreement. If disbursement under this Agreement is to be charged against
federal funds, Recipient certifies that it is not currently employed by the federal
government.
4. **Grant Funds; Payments.**

(a) Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that Agency’s participation in this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

5. **Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to Agency. Recipient shall return all Misexpended Funds to Agency promptly after Agency’s written demand and no later than 15 days after Agency’s written demand. Recipient shall return all unexpended Funds to Agency within 14 days after the earlier of termination or expiration of this Agreement. Agency, in its sole discretion, may recover Misexpended or unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify Agency that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. **Indemnity.**

RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) 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 RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7. **Default; Remedies; Termination.**

(a) **Default by Recipient.** Recipient shall be in default under this Agreement if:

1. Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

2. Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to
endanger Recipient’s performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency’s notice, or such longer period as Agency may specify in such notice.

(b) Agency’s Remedies for Recipient’s Default. In the event Recipient is in default under Section 7(a), Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(1) termination of this Agreement under Section 7(e)(1);
(2) withholding all or part of monies not yet disbursed by Agency to Recipient;
(3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
(4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

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. If a court determines that Recipient was not in default under Section 7(a), then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 7(e)(1).

(c) Default by Agency. Agency shall be in default under this Agreement if Agency commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient’s notice or such longer period as Recipient may specify in such notice.

(d) Recipient’s Remedies for Agency’s Default. In the event Agency terminates the Agreement under Section 7(e)(1), or in the event Agency is in default under Section 7(c), and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 7(e)(3), Recipient’s sole monetary remedy will be a claim for unpaid invoices or for reimbursement or disbursement of funds authorized by this Agreement but not yet invoiced. In no event shall Agency be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

(e) Termination.

(1) Agency’s Right to Terminate at its Discretion. At its sole discretion, Agency may terminate this Agreement:

(i) For its convenience upon 30 days’ prior written notice by Agency to Recipient;
(ii) Immediately upon written notice if Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
(iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that Agency’s support of the program under this Agreement is prohibited or Agency is prohibited from paying for such support from the planned funding source.

(iv) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement “Agency Client”, including any Medicaid Eligible Individual, under its care.

(2) Agency’s Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Agreement, Agency may terminate this Agreement immediately upon written notice to Recipient, or at such later date as Agency may establish in such notice if Recipient is in default under Section 7(a).

(3) Recipient’s Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to Agency or at such later date as Recipient may establish in such notice, if Agency is in default under Section 7(c) and Agency fails to cure such default within 30 calendar days after Agency receives Recipient’s notice or such longer period as Recipient may specify in such notice.

(4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to Agency, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by Agency, Agency expressly directs otherwise.

8. Insurance.

Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.


Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Recipient acknowledges and agrees that Agency and the Secretary of State’s Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts
and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

(a) Six years following final payment and termination of this Agreement;

(b) The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

(c) Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

10. **Assignment of Agreement, Successors in Interest.**

   (a) Recipient shall not assign or transfer its interest in this Agreement without prior written consent of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by Agency. No approval by Agency of any assignment or transfer of interest shall be deemed to create any obligation of Agency in addition to those set forth in this Agreement.

   (b) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

13. **Resolution of Disputes.**

   The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. 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. This Section shall survive expiration or termination of this Agreement.

14. **Subcontracts.**

   Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without Agency's prior written consent. In addition to any other provisions Agency may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that Agency will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. Agency's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

15. **No Third Party Beneficiaries.**

   Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
16. **Severability.**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

17. **Headings.**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

18. **Amendments; Waiver; Consent.**

AGENCY may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

19. **Merger Clause.**

This Agreement constitutes 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 Agreement.
EXHIBIT C
Insurance Requirements

1. INSURANCE REQUIREMENTS:

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit C prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

2. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

3. COMMERCIAL GENERAL LIABILITY: ☑ Required ☐ Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Annual aggregate limit shall not be less than $2,000,000.

4. AUTOMOBILE LIABILITY INSURANCE: ☑ Required ☐ Not required

Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $500,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile...
Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

5. **PROFESSIONAL LIABILITY:**  

☐ Required  ☒ Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Recipient and Recipient’s subRecipients, agents, officers or employees in an amount not less than $____ per claim. Annual aggregate limit shall not be less than $____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Tail Coverage as stated below.

6. **NETWORK SECURITY AND PRIVACY LIABILITY:**  

☐ Required  ☒ Not required

Recipient shall provide network security and privacy liability insurance for the duration of the Agreement and for the period of time in which Recipient (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than $____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

7. **EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

8. **ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

9. **WAIVER OF SUBROGATION:**

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient will
obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Recipient or the Recipient’s insurer(s).

**10. TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Recipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Recipient’s completion and Agency’s acceptance of all Services required under this Agreement, or, (ii) Agency or Recipient termination of this Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

**11. CERTIFICATE(S) AND PROOF OF INSURANCE:**

Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**12. NOTICE OF CHANGE OR CANCELLATION:**

The Recipient or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**13. INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

**14. STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit C.
EXHIBIT D
Draft Sample Survey

Statewide Outreach Sponsorship Program
Pre and post survey of awareness of DFR

Below is a draft list of proposed survey questions. This is a draft only, but Agency anticipates the final survey to be very similar. Agency shall provide the final pre and post survey questions with the Grant Agreement.

Pre-test:

1. Are you familiar with an Oregon state agency available to help consumers with questions and assist them with complaints about insurance companies, insurance agents, and financial service companies? (Likert-like scale: Not familiar, maybe, somewhat familiar, very familiar)

2. Have you heard of the Oregon Division of Financial Regulation (DFR)? (yes, no)
   a. If yes, how did you learn about DFR? (options, in a class, at a presentation, ads, agent, social media, friend, family, other)

3. Have you heard of the DFR consumer advocacy unit? (yes, no)

4. If you had an insurance or financial services question or complaint, how likely would you be to contact the DFR consumer advocacy unit? (Likert-like scale of 7, from very unlikely to very likely)

5. What barriers exist that make it unlikely that you would contact the Division of Financial Regulation for insurance or financial services help? Rank top 3
   o Don’t know how
   o Don’t trust government
   o Don’t want to officially complain
   o Don’t want insurance company to drop my policy
   o Don’t have time
   o Don’t care enough to do it
   o It won’t make a difference
   o Other:
Post-test:

1. Are you familiar with an Oregon state agency available to help consumers with questions and assist them with complaints about insurance companies, insurance agents, and financial service companies?

   (Likert-like scale: Not familiar, maybe, somewhat familiar, very familiar)

2. Have you heard of the Oregon Division of Financial Regulation? (yes, no)
   
   a. If yes, how did you learn about DFR?

      (options, in a class, at a presentation, ads, agent, social media, friend, family, other)

3. Have you heard of the DFR consumer advocacy unit? (yes, no)

4. If you had an insurance or financial services question or complaint, how likely would you be to contact DFR consumer advocacy unit?

   (Likert-like scale of 7, from very unlikely to very likely)

5. What barriers exist that make it unlikely that you would contact the Division of Financial Regulation for insurance or financial services help? Rank top 3
   
   o Don't know how
   o Don't trust government
   o Don't want to officially complain
   o Don't want insurance company to drop my policy
   o Don't have time
   o Don't care enough to do it
   o It won't make a difference
   o Other: