

State of Oregon

Housing and Community Services Department

Multiple Award Opportunity

Notice of Funds Availability (NOFA) #1713

For Training for Practitioners

NOFA Issued Date: **January 10, 2013**

Application Due Date: **February 8, 2013**

Application Due Time: **4:00 PM PST**

Grant Agreement Begin Date: **February 1, 2013**

Grant Agreement End Date: **January 31, 2014**

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Attachment 1 – Cover Sheet

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1.0 INTRODUCTION

The state of Oregon acting by and through its Oregon Housing and Community Services Department (“Agency”) is issuing a multiple award Notice of Funding Allocation (“NOFA”) for the Training for Practitioners Grant Funding for experienced organizations that train and support housing counselors and practitioners. All organizations submitting proposals are referred to as Proposers in this document; after negotiations, the awarded Proposer(s) will be designated as Grantee.

1.1 Background

Agency is Oregon's housing finance agency, providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. Agency administers federal and state antipoverty, homeless and energy assistance, and community service programs. Agency also assists in the financing of single-family homes, the new construction or rehabilitation of multifamily affordable housing developments, as well as grants and tax credits to promote affordable housing.

OHCS administers the Home Ownership Assistance Program (“HOAP”) for the Oregon Housing Centers, which is made possible through funding from the Housing Opportunity Bill (2009 House Bill 2436), more commonly known as the Document Recording Fee.

1.2 Purpose and Objectives

Oregon Revised Statute 458.655 establishes the Home Ownership Assistance Account with the purpose of “expanding the state’s supply of homeownership housing for low and very low income families and individuals, including, but not

limited to, housing for persons over 65 years of age, persons with disabilities, minorities, and farmworkers. Further, Oregon Administrative Rule 813-044-0050(3)(a) establishes the general purpose of the HOAP funds which is to, "Provide education and training in home ownership to recipients of the assistance from a source approved by the Department."

The purpose of Training for Practitioners program is for selected entities to effectively support housing counselors and practitioners, thereby, providing more effective services to possible homebuyers. By providing support and education, housing counselors and practitioners are able to effectively educate homebuyers and effectively increase homeownership rates. The approximate amount of Grant funding available through this NOFA is \$50,000.00 and the awarded amount, if any, may increase or decrease at the Agency's discretion.

The Training for Practitioners program has four main objectives:

1. Provide support to homeownership organizations to advance Agency homeownership program priorities and activities.
2. Coordinate training opportunities for homeownership counselors to build capacity by accredited or recognized training institutions.
3. Facilitate exchange of ideas, best practices, and knowledge of current issues among homeownership organizations and home ownership counselors.
4. Provide technical assistance to homeownership organizations to establish and implement innovative models of service delivery for the purpose of expanding regional homeownership services throughout the state.

2.0 APPLICATION REQUIREMENTS

2.1 Application Submission

Applications must be submitted no later than:

DUE DATE:
February 8, 2013, by 4:00 PM PST

to:

DELIVERY ADDRESS:
Oregon Housing and Community Services
Attn: Connie Lelack
725 Summer Street NE, Suite B
Salem, OR 97301
Phone: 503-986-0974
Fax: 503-986-2002
Email: connie.lelack@state.or.us

Applications must be received and date and time stamped by the Agency receptionist, no later than the Application closing date and time. Applications must be delivered in a sealed envelope, which clearly identifies the NOFA number, the Application name, the contact person name, agency name and address, and the Application closing time and date. Mis-deliveries and late submittals shall not be accepted or considered. Post-marked dated Applications will not be considered unless actually received by the Agency by the Application Closing Date and Time specified herein.

One (1) original signed Application by an authorized signer, one (1) electronic copy, and three (3) copies must be submitted. The Application must not exceed ten (10) double-sided pages; 12 pt font; 1" margins, **excluding** Cover Sheet, Staffing and Locations, and Resumes.

Faxed, electronically transferred, late or incomplete applications will not be accepted or reviewed. All applications and any accompanying documentation become the property of Agency, subject to public record, and will not be returned.

All costs associated with Applicant's submission of the project concept and/or Applications are the sole responsibility of the Applicant and shall not be borne by the State of Oregon. All Applications submitted will be public record.

Agency will not be held responsible for any error or omissions from downloading the NOFA. The official solicitation document is the one held at the Agency.

Those Applications which are incomplete or which do not meet all requirements of the NOFA, Agency may be deemed as "non-responsive" and be rejected. Applications considered complete, or "responsive," will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the NOFA. If the Application is unclear, the Applicant(s) may be asked to provide written clarification to assist Agency in determining the issue of the Application's responsiveness.

2.2 Application Requirements

In addition, Applicants may use this section of minimum requirements as a checklist to ensure the Application is complete:

[] Application Cover Sheet: (Not counted in the page limitation)

The Application must include a completed, signed Cover Sheet (refer to Attachment 1).

[] Application: (not to exceed ten (10) double-sided pages, excluding Cover Sheet.)

The Application must be organized in accordance with the list of scored criteria and Application content in this section.

Submit one (1) original signed Application, one (1) electronic copy, and three (3) copies.

2.3 NOFA Questions

All inquiries relating to the NOFA process, administration, deadline or award, or to the substantive technical portions of the NOFA, must be directed to the individual listed above. All questions regarding the intent of program must be submitted in writing (mail, fax, or e-mail). When appropriate, revisions, substitutions, or clarifications shall be issued as addenda to this NOFA. Changes/modifications to the NOFA requirements shall **ONLY** be recognized if in the form of written addenda issued by Agency. Agency shall provide copies of any addenda to all known NOFA recipients as well as posted at www.oregon.gov/OHCS.

2.4 Minimum Qualifications

Applicants must have and clearly identify within their Application previous experience in similar related work in coordinating and providing training and technical assistance, more specifically to homeownership organizations. Qualified Applicants experience must be within the last three (3) years.

2.5 Eligible Applicant Qualifications

Non-profit organizations registered to do business in Oregon, local governmental agencies, and Housing Authorities located and serving communities are eligible Applicants.

3.0 SELECTION CRITERIA

Agency may employ, but is not limited to, the following selection criteria upon which to base their selection:

1. Outstanding ability or capacity to meet particular requirements of contract, including the quality, variety and creativity of the Applicant's previous work;
2. Demonstrated excellent prior experience of Applicant and organizational staff;
3. Superior quality, efficiency and fitness of past work;
4. Demonstrated excellent skill and reputation, including timeliness and demonstrable results;

5. Lower cost;
6. Administrative and operational efficiency;
7. Anticipated long-term effectiveness;
8. Superior capacity to incorporate expected deliverables;
9. Applicant capacity - Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements, equipment); Technical, administrative, financial capacity; and, specific licensure requirements; and
10. Shared commitment with Agency to achieving the objectives of Oregon Revised Statute 458.655 and Oregon Administrative Rule 813-044, and Oregon Legislative intents.

Scoring is based on the categories described below and Applicants must describe how they meet any other requirements that may be specified in this document. A total of 100 maximum points are possible. If the Application is unclear, Applicant(s) may be asked to provide written clarification.

3.1 Narrative

25 points maximum

3.1.1 Describe Applicant's performance standards in coordinating or providing homeownership education and training for housing counselors. Include delivery, curriculum(s), expected education outcomes, recordkeeping, reporting, and service thresholds.

3.1.2 Describe Applicant's performance standards in providing technical assistance to housing counselors around homeownership services.

3.2 Capacity

25 points maximum

4.2.1 Describe Applicant's method of demonstrating how training and technical assistance results in increased quantity and quality of homeownership education and home purchases. How will Applicant ensure training and technical assistance meets national industry standards?

4.2.2 Describe Applicant's method of demonstrating the implementation of innovative models of services for homeownership organizations.

4.2.3 Describe Applicant's method of demonstrating increased capacity for homeownership organizations and practitioners when engaging accredited or recognized training institutions.

3.2.4 Describe Applicant's current connections with housing counselors throughout the state. How does Applicant's experience provide a greater understanding of the unique needs of housing counselors throughout the state? How does Applicant's organization leverage resources, relationships and connections throughout the state to achieve better results for housing counselors? What other services may Applicant offer to housing counselors to comprehensively address their needs?

3.3 Management

30 points maximum

3.3.1 Describe Applicant's staffing model and staff roles within the organization. Describe any relevant training and certifications held by your staff.

3.3.2 Attach a comprehensive Work Plan with deliverables and milestones that reflect how expected outcomes (see Exhibit B) will be accomplished. Work plan should include, but not be limited to the following:

- Target Audience and geographic boundaries
- One-year Homeownership Education Timeline. Include duration, description, agenda, instructor names and title/profession and marketing materials.
- Technical Assistance. Identify services to be provided in response to one or more needs of the targeted audience.
- Fee Structure
- Marketing and Outreach

3.4 Budget

20 points maximum

The total proposed budget must be inclusive of all services, expenses and FTE. Applicant shall attach a detailed budget outlining how the requested fund will be used to achieve the program's expected objectives and goals. Provide justification for each category requesting funding.

The budget for the Program must be inclusive of all services, expenses and fees (i.e., Payroll expenses – hours/rate/title, Admin, etc.). Training for Practitioner funds allow for reasonable program administration and expenses, not to exceed 10% of the funding award and must be related to the proposed work plan. Common examples of categories for grant funds are scholarships, facilitator contracts, and education training expenses.

Identify committed and potential funding from sources other than of Agency.

Agency will evaluate Applicant's Budget for reasonableness and competitiveness in correlation to program activities and objectives.

4.0 APPLICATION EVALUATIONS

4.1 Evaluation Process

Applications shall be reviewed by an Agency review team. The review team shall make its recommendations to the Agency Director and Executive Team who shall make the final funding decisions.

Agency reserves the right to request clarification or changes to the application and budget as necessary.

The final selection, if any, will be of those Applications that best meet the requirements, set forth in this NOFA, based on the recommendation from the team review, and as approved by the Director.

4.2 Notice of Award

Applicants will be notified of award or non-award in writing by the Agency.

5.0 GENERAL NOFA TERMS

5.1 Agency may require clarification to understand any of the selected Applicants scored criteria. Any necessary clarifications or modifications will be made before executing the Agreement and may become part of the final Agreement.

5.2 Agency reserves the sole right and option to amend the Agreement, which results from this NOFA. Agreement amendments may include increase in time, consideration or changes within the Scope of Work, and shall occur only upon mutual consent and signature by all parties to the Agreement. All amendments shall be in writing and shall conform to the amendment process.

5.3 Submission of an Application does not constitute an agreement between Agency and Applicant, nor does it secure or imply that Applicant will be selected.

5.4 All costs associated with applicant's submission of an application are the sole responsibility of the applicant and shall not be borne by the state of Oregon.

5.5 By submitting an application, Applicant accept all of the terms and conditions of this NOFA, the sample Grant Agreement, and any terms and conditions imposed by the requirements of the funding source and the Agency. No funds will be released prior to all program conditions being met and funding agreements executed.

- 5.6 Successful applicants will be required to maintain appropriate levels of Workers Compensation, General Liability, and Automobile Liability insurance.
- 5.7 ORS 60.701 requires that foreign corporations be registered by the State of Oregon, Office of the Secretary of State, before conducting business in the state. A foreign corporation (ORS 60.001) means a corporation-for-profit incorporated under a law other than the law of the State of Oregon. If a firm is selected for the Agreement as a result of this solicitation they must register to do business in Oregon.
- 5.8 Agency reserves the right, at its sole discretion: (1) to amend the NOFA prior to the closing date (2) to amend the deadline for submitting applications; (3) to determine whether an application does or does not substantially comply with the requirements of this NOFA; (4) to waive any minor irregularity, informality, or nonconformance with this NOFA; (5) to obtain from and/or provide to other public agencies, upon request, references, regarding the Applicant's performance; (6) at any time prior to Agreement execution: (a) to reject any Application that fails to substantially comply with all prescribed NOFA procedures and requirements; and (b) to reject all Applications received and cancel this NOFA upon a finding by Agency that there is good cause and that such cancellation would be in the best interests of the State; (7) seek clarification on any or all Applications; and (8) negotiate the Scope of Work as described in this NOFA.
- 5.9 This NOFA and one copy of each original Application received, together with copies of all documents pertaining to the award of an Agreement, shall be kept by Agency and made a part of a file or records, which may be open to public inspection. If an Application contains any information that is considered a trade secret under ORS 192.501 (2), each sheet of such information must be marked with the following legend:

“This Application constitutes a trade secret under ORS 192.501 (2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.501 (2). Therefore, non-disclosure of documents or any portion of a document submitted as part of an Application may depend upon official or judicial determination made pursuant to the Public Records Law.

If an Application contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.430 through 192.505, Applicants must clearly designate any portion of its Application as exempt, along with a citation to the authority relied upon. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Identifying an application in whole as exempt from disclosure is not acceptable. Failure to identify a portion of the Application as exempt from disclosure, and the authority used, shall be deemed a waiver of any future claim of non-disclosure of that information.

- 5.10 The Grantee will be required to assume responsibility for all services outlined and finalized in the Agreement, whether the Grantee, a representative or subcontractor produces them. Agency considers the Grantee responsible for any and all contractual matters, including performance of work and the stated deliverables.

**ATTACHMENT A
COVER SHEET**

For Training for Practitioners

Legal Entity name: _____

DBA: _____

Mailing Address: _____

Oregon Secretary of State Business Registration No. _____ (type; check one):

- Corporation Professional Corporation Partnership Limited Partnership
 Limited Liability Company Limited Liability Partnership Sole Proprietorship
 Other _____

Voluntary information:

a. Office of Minority, Women, and Emerging Small Business Registration No. _____ (type; check one):

- Women Owned Business Minority Owned Business Emerging Small Business

b. Disabled Veteran Owned Business: Yes No

DUNS # (if applicable): _____

(insert Applicant name)

- accepts all the terms and conditions contained in Notice of Funds Availability #1713 and Attachment 2 (sample Grant Agreement);
- certifies to having a formal Affirmative Action policy;
- is an equal employment opportunity employer;
- is a legal entity and is authorized to enter into a Grant Agreement.
- is currently or will be authorized to do business in the State of Oregon at the time of Grant award;
- has authority to represent the entity and answer questions or provide clarification concerning the Application.

Signature of authorized representative

Date

Print name of authorized representative

Title

Project Manager

Contact Person _____

Title _____

Telephone # _____

Fax# _____

Email address _____

ATTACHMENT 2

STATE OF OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT

SAMPLE GRANT AGREEMENT

Training for Practitioners

This Grant Agreement (this "Agreement") is entered into by and between the State of Oregon, acting by and through its Housing and Community Services Department, together with its successors and assigns hereinafter referred to collectively as "Agency," and _____, hereinafter referred to as "Grantee".

Recitals

A. Oregon Revised Statute 458.655 establishes the Home Ownership Assistance Account ("HOAP" or "Program") with the purpose of "expanding the state's supply of homeownership housing for low and very low income families and individuals, including, but not limited to, housing for persons over 65 years of age, persons with disabilities, minorities, and farmworkers. Further, Oregon Administrative Rule 813-044-0050(3)(a) establishes the general purpose of the HOAP funds which is to, "Provide education and training in home ownership to recipients of the assistance from a source approved by the Department."

D. Agency has reviewed the Grantee's application and determined the activities, as hereinafter defined, to be feasible and merit funding. The Application, as approved by Agency (the "Application"), is attached.

Agreement

NOW THEREFORE, for good and sufficiency consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals; Agreement Purpose

a. Incorporation of Recitals.

The foregoing Recitals and Application are incorporated herein by reference, but are subject to the express terms of this Agreement.

b. Agreement Purpose.

The general purpose of this Agreement is to establish the terms for providing Grant funding as described herein by Agency to Grantee with respect to the Program and to describe the purposes for and manner in which Grantee shall use the Grant funds for Program Services.

Grant funds may derive from federal, state, and private sources, are subject to the terms under which they are received and shall be provided by Agency only for reimbursement of allowable costs incurred by Grantee within the terms and conditions of this Agreement, specific program requirements (including Agency directives), and applicable law.

2. Grant Programs and Compliance Requirements

Grantee shall comply, *inter alia*, with Agency directives, applicable Oregon Administrative Rules (OAR chapter 813, division 44) http://arcweb.sos.state.or.us/rules/OARS_800/OAR_813/813_044.html and applicable Oregon Revised Statutes (ORS 458.600 through 458.655) <http://landru.leg.state.or.us/ors/458.html>, each as amended from time to time. The foregoing directives, rules and statutes are hereinafter collectively referred to as the "HOAP Requirements."

3. Term of Agreement

Unless terminated or extended, this Agreement covers the period **February 1, 2013 through December 31, 2013**. This Agreement shall become effective on the date this Agreement has been signed by every party. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Agency or to Grantee hereunder. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Agency or to Grantee hereunder.

4. Scope of Services

Grantee shall perform all Activities described in the Application and the Work Plan (Exhibit A) in accordance with the terms and conditions of this Agreement, including any applicable HOAP Requirements, and other applicable law whether or not described in this Agreement. Grantee shall perform its obligations hereunder efficiently, effectively and within applicable HOAP timelines, all to the satisfaction of Agency.

Changes to the approved Activities by the Grantee shall require the prior written approval of Agency. Requests for and justification of any change must be submitted in writing to Agency and be approved in writing by Agency prior to commencement of the requested change.

The Scope of Services includes but is not limited to:

- a. Coordinate training opportunities for homeownership counselors to build capacity by accredited or recognized training institutions;
- b. Facilitate exchange of ideas, best practices, and knowledge of current issues among homeownership organizations and home ownership counselors; and
- c. Provide technical assistance to homeownership organizations to establish and implement innovative models of service delivery for the purpose of expanding regional homeownership services throughout the state.

5. Consideration;

- a. Agency has agreed to make a conditional award of funds to the Grantee in the not-to-exceed amount of _____ (the "Grant"). Grant distributions will be made by Agency to Grantee in increments upon approval of Grantee requests by Agency on a cost incurred basis unless otherwise agreed to by Agency.
- b. Any desired use of funds by Grantee that differs from the Application or applicable HOAP Requirements must first be approved in writing by Agency. 100% of the Grant must be used to provide services or funding as indicated in the Application. Any interest earned by Grantee while the funds are being held by Grantee prior to disbursement to an eligible borrower will not be restricted.
- c. Upon expiration or termination of this Agreement, Grantee shall return all unexpended Grant funds to the Agency within 60 days.

6. Reporting

Grantee shall submit complete, accurate and timely activity reports (see Exhibit B). The reports shall be submitted in the format, by the date, and in a manner prescribed by Agency. If Grantee fails to comply with the reporting requirements the noncompliance will be documented as a finding in the Grantee's performance review report or in the Grantee's official file maintained by Agency. If Grantee fails to submit the required reports, the funding award to the Grantee can be terminated.

Grantee reporting requirements include agency profile changes, data regarding educational activity, grant agreement reporting requirements and disclosures to Agency.

All reports are due quarterly. Quarterly reports are due thirty days following the end of the calendar quarter. In addition to the reports below, quarterly Grantee shall provide samples of all marketing materials. Final report shall be due sixty days following grant termination date. Final report shall summarize grant period.

In order to assess Grant performance and deliverables reports should contain the following information:

- A. Data and documentation that demonstrates how training resulted in increased quantity and quality of homeownership education and home purchases.
- B. Data and documentation that demonstrate how training and or technical assistance increased capacity for homeownership organizations and practitioners through accredited or recognized training institutions.
- C. Data and documentation that shows training or technical assistance resulted in homeownership opportunities for clients.
- D. Data and information on implementation of innovative homeownership models and how such models increase homeownership opportunities.
- E. Data and documentation on additional homeownership related outcomes not described in the NOFA that Training and Technical Assistance produced.

7. Funding Appropriation

Funds specified in the Consideration section of this Agreement may include monies that have not yet been appropriated to Agency, but which Agency anticipates receiving for use in funding this Agreement. All disbursements of Grant funds by Agency to Grantee are contingent upon them being lawfully appropriated, allocated, and available to Agency and within Agency's authority to so disburse.

8. Requests for Funds

Grantee shall request Grant funds in such form and manner as is satisfactory to or required by Agency (see Exhibit C, Request for Funds). Further, in accordance with U.S. Department of Treasury Regulations, [31 CFR Part 205](#), implementing the Cash Management Improvement Act, Grantee shall limit any request for funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate requirements in carrying out grant programs to be funded through the Request for Funds.

9. Remedies Related to Requests for Funds

a. Withholding of Grant Funds from Request

Agency may withhold any and all Grant funds from Grantee, requested or otherwise, if Agency, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Grantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to Agency about its performance under this Agreement as well as timely satisfying all Agreement obligations, including all applicable HOAP Requirements and federal requirements relating to any awarded funds. Agency also may withhold any and all requested Grant funds from Grantee if Agency, in its sole discretion, determines that the rate of requests for funds in any expenditure category is substantially different from approved budget submissions.

b. Redistribution or Retention of Funds

If Grant funds are not obligated for reimbursement by Grantee in a timely manner as determined by Agency at its sole discretion, Agency may reduce Grantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Grantees or retain such Grant funds for other Agency use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

10. Termination

- a. Agency may immediately terminate this Agreement in whole or in part upon written notice to the Grantee for cause related to any material misrepresentation, malfeasance, negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one or more of its agents, subcontractors, successors or assigns, as determined by Agency in its sole discretion.
- b. Agency may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 9.a. Cause may include any event, including an event of default, as determined by Agency in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its agents, representatives, contractors, or assigns by which Grantee, as determined by Agency at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to Agency under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
 - 1) Grantee fails to fulfill timely any of its obligations under this Agreement;
 - 2) Grantee fails to comply timely with directives received from Agency or from an agency that is the original source of the Grant funds;
 - 3) Funds provided under this Agreement are used improperly or illegally by Grantee;
 - 4) Funding for grant programs are denied, suspended, reduced or eliminated;
 - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that Agency is prohibited from paying for or lacks authority to pay for any Statement of Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
 - 6) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated;
 - 7) Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - 8) Grantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - 9) Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.
- c. Grantee may, upon 30 days written notice, terminate this Agreement in whole or in part, if:
 - 1) Agency unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period.
 - 2) Agency provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law.

- 3) For its convenience upon thirty (30) days' prior written notice by Agency to Grantee.
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, or interpreted by a competent court (in a final determination), in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement.
 - e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, Agency may, in its sole and absolute discretion, require that Grantee obtain prior Agency approval from it for any additional expenditures that would obligate Agency to reimburse it from Agreement grant funds or otherwise.
 - f. Notwithstanding the above, or any termination thereunder, neither Grantee nor Agency shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. Agency may withhold any reimbursement to Grantee in the amount of compensation for damages due Agency from Grantee (as estimated by Agency in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
 - g. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to Agency within sixty (60) days of the date of termination or upon such date as requested by Agency.
 - h. Termination of this Agreement shall not impair or invalidate any remedy available to Agency or to Grantee hereunder, at law, or otherwise.

11. Agreement Documents in Order of Precedence

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Work Plan), Exhibit B (Sample Quarterly Report), and Exhibit C (Request for Funds) which are attached hereto and incorporated herein by this reference.

12. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by 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 and Grantee related to this Agreement shall be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event shall this provision be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

13. Distribution of Funds Properly Supported

- a. Grantee shall document in a manner satisfactory to Agency all expenditures made with grant funds received under this Agreement. Expenditure documentation shall be supported either invoices, contracts, vouchers, orders, canceled checks and/or by any other appropriate accounting documents pertaining in whole or in part to the Agreement in accordance with generally accepted accounting principles (GAAP), Oregon Administrative Rules and applicable requirements as specified herein.
- b. Agency reserves the right to and may request full itemization, receipts, and any other information at anytime. Agency also may request financial records in order to review costs associated with Grantee's provision of services and other performance under this Agreement, at its discretion.

14. Compliance with Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

15. No Third-Party Beneficiaries

Agency and Grantee 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Grantee or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency' primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

17. Confidentiality

Grantee shall, and shall require and cause its subrecipients to protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Grantee shall, and shall require and cause its subrecipients to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

18. Dual Payment

Grantee shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to Agency.

19. Monitoring Required

a. Agency Authorized to Monitor Each Grantee

Agency may monitor the activities of each Grantee and its subrecipients as it deems necessary or appropriate, among other things, to ensure Grantee and its subrecipients comply with the terms of this Agreement and that

Grant fund awards are used properly for authorized purposes hereunder Agency also may ensure that performance goals are achieved as specified in the Statement of Work. Monitoring activities may include any action deemed necessary or appropriate by Agency including, but not limited to the following: (1) the review (including copying) from time to time of any and all Grantee and subrecipient(s) files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee, subrecipient(s), and their officers, employees, agents, contractors and other staff. Agency may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. Agency monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by Agency and may be effected through contractors, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by Agency and agrees to cooperate fully with same, including requiring by agreement and causing that its subrecipients so cooperate.

Agency reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

b. Grantee Shall Fully Cooperate

Grantee shall fully and timely cooperate with Agency in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its subrecipients to comply with this requirement is sufficient cause for Agency to require special conditions and may be deemed by Agency as a failure by the Grantee to perform its obligations under this Agreement.

c. Grantee Shall Monitor Its Subrecipients

Grantee shall perform onsite visits to monitor the activities of its subrecipients as specified by applicable grant program requirements or otherwise directed by Agency, but in no case less than at least once during the term of this Agreement, and not later than the third quarter of the term of this Agreement (unless otherwise approved in writing by Agency) to ensure that grant funds are used for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Scope of Work.

20. Monitoring

- a.** Agency generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, Agency will endeavor to provide Grantee with a written report as to its findings from that inspection. Agency may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by Agency.
- b.** Agency may review (including copying) from time to time any and all Grantee files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, Agency will endeavor to communicate in writing to the Grantee. Agency may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions as reasonably required by Agency.

21. Monitoring: Major Findings Resolution

Agency may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in Agency' monitoring of Grantee's performance under this Agreement. The tracking record developed by Agency may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by Agency by written report or otherwise.

22. Remedies

- a. If Agency determines, in its sole discretion, that Grantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any Agency directive or term of a corrective action plan, Agency may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Grantee's eligibility for other funding from Agency; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.
- b. The rights and remedies of Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise.

23. Return of Unexpended Grant Funds at Program Final Expenditure Period End

All unexpended cash or program income from such Grant funds remaining at the end of any program final period for any program(s) covered by this Agreement must be returned by Grantee to Agency no later than sixty days following the expiration of the program's final expenditure period or the termination of this Agreement, whichever is earlier. This Section shall not be construed as permitting an extension of the time allowed for using funds requested under a grant program that is not consistent with Department of Treasury Regulations or other controlling law.

24. Expenditures Properly Supported

Expenditures and requests for Grant funds shall be supported by Grantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Grantee) in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements as specified herein. Agency may require such other information as it deems necessary or appropriate in its sole discretion.

25. Unallowable Costs and Lobbying Activities

Grantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the particular grant programs covered by this Agreement. Grantee shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Part 230, 2 CFR Part 225, or otherwise. If Grantee makes expenditures or incurs costs for purposes or an amount inconsistent with the allowable costs or any other provisions governing expenditures in an Agreement grant program, Agency may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

26. Disallowance of Costs

Agency neither is responsible for nor shall it pay for any costs disallowed for reimbursement from Grant funds either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Agency, except for costs incurred by Grantee solely due to the gross negligence or willful misconduct of Agency, its employees, officers or agents. If a cost is disallowed by Agency after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Agency, either demonstrate to the satisfaction of Agency that such disallowance is in error or make repayment of such cost.

Agency may recover such disallowed costs through repayment, withholding, offset or other means permitted under this

Agreement, by law or otherwise from Grantee.

Grantee shall cooperate with Agency and all appropriate investigative agencies and shall assist in recovering invalid payments.

27. Records Maintenance

Grantee shall, and shall require and cause its subrecipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its subrecipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Agency' Record Retention Schedule, as may be modified from time to time and is available upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

28. Records Access

Agency, the Oregon Secretary of State's Office, the federal government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee and its subrecipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Agency who may take possession of them at any time after three (3) business days' notice to Grantee or subrecipient, as the case may be. Grantee or subrecipient may retain copies of all records taken by Agency under this Section.

In its agreements with subrecipients, Grantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by Agency of the subrecipients' books and records related to this Agreement.

29. Audits

Unless exempt by OMB Circular A-133, Grantee will obtain and submit the final fiscal year audit of its performance hereunder to Agency as soon as possible after completion of the fiscal year. Grantee will provide the audit to Agency not later than ten (10) days) after such audit is received by the Grantee.

Grantee shall and shall require and cause its subrecipients to submit to Agency satisfactory financial and compliance audits for the periods covered by the grants in accordance with the provisions of OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

Agency may withhold any or all requested funds from Grantee if Grantee violates this provision and Agency may deem such failure as a material default and exercise any available remedy under this Agreement, including without limitation, termination of this Agreement.

30. Subrecipient Agreements

Grantee shall not enter into any agreement or renewal with subrecipients without prior written approval of Agency. Agency' approval of any subrecipient shall not relieve Grantee of any of its duties or obligations under this Agreement.

Grantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between Agency and Grantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to Agency. Agency reserves the right to request that any subrecipient agreement be submitted to it for review and approval by Agency within 10 business days from the date of written notification.

Grantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Grantee by Agency and that Agency shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be

terminated.

Grantee shall have a written agreement with each subrecipient that is listed in and consistent with the Grantee's Statement of Work that identifies:

- a. The services or benefits that the subrecipient must provide when delivering the program.
- b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the subrecipient's accounting and record keeping systems, and local laws imposed by Grantee).
- c. The Grantee's and Agency' monitoring rights and responsibilities and the methods used by Grantee for monitoring.
- d. A provision to certify that the subrecipient is an independent contractor and not an agent of Agency or of Grantee.

31. Fixed Assets

Grantee shall, and shall cause its subrecipients to, maintain policies and procedures for property management that comply with all requirements of the applicable OMB Circulars and specific requirements of the source of funds.

32. Insurance and Workers Compensation

Grantee will provide all necessary General Liability and Automotive insurance required by Oregon Law to perform services under this Grant Agreement, and provide proof of coverage upon request of Agency.

Grantee and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all of their subject workers. Out-of-state employers must provide Oregon worker's compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year or who otherwise constitute "subject workers" under Oregon law.

33. Grantee Status

- a. Grantee shall perform all Services under this Agreement as an independent contractor. Grantee is not an officer, employee or agent of the State, as those terms are used in ORS 30.265, with respect to Services performed under this Agreement.
- b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.
- c. Grantee certifies that it is not employed by or contracting with the federal government for the Services covered by this Agreement.
- d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees:
 - 1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a

public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2); and
- 4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

34. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

35. 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

36. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

37. Grant Funds; Indemnity

For Grant funds used in conjunction with this Agreement, Grantee will assume sole liability for breach of the conditions of the grant by Grantee and hereby covenants and agrees to save, defend (consistent with ORS Chapter 180), hold harmless and indemnify Agency, the State of Oregon and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to grant funds provided or to be provided hereunder as well as to reimburse Agency for an amount equal to the grant funds received by it under this Agreement that Agency must repay to a source of such funds.

Grantee assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Grantee agents or assigns and shall, upon breach of grant conditions that require the State to return funds to the grantor, whether such breach is by Grantee agents or assigns, hold harmless and indemnify the State for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to Agency; or if there are legal limitations on the indemnification ability of the Grantee, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

38. Oregon False Claims Act

- a. Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Grantee pertaining to this Agreement that constitutes a “claim” (as defined by ORS 180.750(1)). By its execution of this Agreement, Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other liabilities that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee.
- b. Without limiting the generality of the foregoing, Grantee represents and warrants that:

- 1) Grantee's representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and
 - 2) None of Grantee's performance under this Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Agreement, will constitute False Claims Act Violations.
- c. For purposes of this Section 2.F., a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.
 - d. Grantee shall immediately report in writing, to Agency, any credible evidence that a principal, employee, agent, subcontractor, subgrantee, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or any moneys paid under this Agreement.
 - e. Grantee understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or Agency under any other provision of law, or this Agreement.

39. Attorney Fees

Subject to applicable law including but not limited to Article XI, Section 7 of the Oregon Constitution, in the event a lawsuit of any kind is instituted on behalf of Agency or the Grantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the Agency by its counsel.

40. Time is of the essence

Time is of the essence in the performance of all under this Agreement.

41. No Limitations on Actions of Agency in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of Agency in the exercise of its governmental powers. The exercise of its governmental powers by Agency shall not constitute a breach of this Agreement.

42. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

43. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

44. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that:

A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;

B. By signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Grantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Grantee and Grantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and

E. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

F. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee (print Grantee's name): _____

Authorized Signature: _____ Title: _____

By (print name): _____ Date: _____

Contact Person (Type or Print): _____

Contact Telephone Number: _____ Contact Fax Number: _____

Contact E-Mail Address: _____

Grantee Address: _____

DUNS #: _____ TIN #: _____

45. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE

State of Oregon acting by and through its
Housing and Community Services Department
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature: _____
Margaret S. Van Vliet, Director or designee Date

Agency Contact Person:
Contact Telephone Number:
Fax Number:
E-Mail Address:

DEPARTMENT OF JUSTICE

Approved for legal sufficiency by: D. Kevin Carlson, Senior Assistant Attorney General (via email) _____

**Exhibit A
Work Plan**

Exhibit B
Home Ownership Assistance Program
Training for Practitioners
Quarterly Report
-Sample-

A. **Training Opportunities:** For each Training opportunity provide the following:

- Date, Location and Duration
- Instructor Name and Title/Profession
- Number of Attendees
- Evaluations (Random Sample)

B. **Technical Assistance.** For each technical assistance opportunity provide the date of assistance, for which organization and what specific assistance provided.

C. **Marketing:** Is the Grantee's marketing plan meeting the program objectives? What obstacles, if any, is the Grantee facing?

D. **Work Plan:** Provide a narrative of Grantee's work plan status to date, include accomplishments and setbacks.

E. **Expected Outcomes:** Provide a narrative update for the following objectives. Indicate how close to completion, successes and struggles. Include any additional or other outcomes not described in the Application provided through training and technical assistance.

1. Coordinate training opportunities for homeownership counselors to build capacity by accredited or recognized training institutions.

Also include:

- a) Describe how Applicant's training and technical assistance have resulted in increased quantity and quality of homeownership education and home purchases. How is Applicant ensuring training and technical assistance meets national industry standards?
- b) Describe how Applicant has increased capacity for homeownership organizations and practitioners through accredited or recognized training institutions.

2. Facilitate exchange of ideas, best practices, and knowledge of current issues among homeownership organizations and home ownership counselors.

3. Provide technical assistance to homeownership organizations to establish and implement innovative models of service delivery for the purpose of expanding regional homeownership services throughout the state.

Also include:

- a) Describe how Applicant has assisted with or implemented innovative models of services for homeownership organizations.

Exhibit C
Oregon Housing and Community Services
Request For Funds

Project Name: _____ **Project Number:** _____
Quarter Ending: _____ **Request Number:** _____ **Grant Award: \$** _____
Funding Source: **HOAP: \$** _____ **OTHER: \$** _____

Project Activities	Original Budget	Budget Revision Requested	Amount Drawn to Date	Amount Requested this Draw	Balance Remaining
TOTALS					

Certification: We certify that the data reported above is correct and that the amount of this request is not in excess of current needs. By signing this Cash Request, We also agree to the **BUDGET REVISION** as requested above. (Three signatures required for each draw)

Authorized Signer X _____
(Must be authorized on Project Signature Card)

Center Program Manager X _____

Cash Requested prepared by: _____ Phone _____
Email address: _____

For OHCS Only: Amount Approved: \$ _____ *HOAP: \$* _____ *OTHER: \$* _____

X _____ X _____ _____
OHCS Program Analyst OHCS Program Manager Date