



REQUEST FOR APPLICATIONS
for
Notice of Funding Availability #3096
Down Payment Assistance Grant Program
(Funded by the Housing Opportunity Bill)

Due Date & Time: October 22, 2013 At 2:00 PM

Oregon Housing and Community Services
725 Summer Street NE, Suite B
Salem, OR 97301-1266
Phone: 503-986-6732
Fax: 503-986-0996



1.0 INTRODUCTION.

Passage of the Housing Opportunity Bill in 2009 brought a new source of funding to Oregon Housing and Community Services in the form of a document-recording fee. This legislation targets 14 percent of the new revenues to support first-time lower income homebuyers. The legislation requires a variety of homeownership programs such as homebuyer education, down payment assistance, and innovative strategies to address the minority homeownership gap.

With the new resources, Oregon Housing and Community Services (“OHCS”) can make \$750,000 (**\$100,000 Maximum**) in grants to eligible organizations that provide down payment assistance for low- and very low- income Oregonians and decrease the gap in minority homeownership. OHCS is accepting applications from eligible organizations to operate the Down Payment Assistance Grant Program (“Program”).

2.0 SUBMISSION OF APPLICATIONS.

2.1 Mandatory Application Requirements.

Applicants must submit applications per the format described in the following application package in order to be considered eligible to compete under this RFA.

Submit one signed original and 3copies of the application. All applications must be on eight and one-half by eleven (8 1/2 " x 11") inch paper and typed. Handwritten applications will not be reviewed. Applications must be signed and dated by the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Use a maximum of one half page in 12 point font for each evaluation criteria section response. Attachments may only be included if they are concise and necessary for clarification purposes. Use a binder clip or paper clip to bind your application. Do **not** staple your application or enclose it in a binder.

Applicants further accept all of the terms and conditions of the RFA and any terms and conditions imposed by the requirements of the funding sources to be utilized. No funds will be released prior to all program conditions being met and funding agreements executed.

2.2 Eligible Applicant Qualifications.

Non-profit organizations, housing authorities, and local governments established, defined and licensed to do business in Oregon. Applicants must have the capacity to administer the Program and ability to comply with all applicable federal and state laws.

OHCS will accept applications from eligible organizations to provide down payment assistance funds. To be considered for funding, applicants must complete and provide detailed information requested in the application, and meet the terms and conditions outlined in this announcement or in the application materials.

2.3 Application Timelines and Delivery.

Applications must be submitted no later than:

DUE DATE:
October 22, 2013, by 2:00 PM PST

to:

DELIVERY ADDRESS:
Oregon Housing and Community Services
Attn: Kim Freeman
725 Summer Street NE, Suite B, Salem, OR 97301
Phone: 503-986-6732
Fax: 503-986-0996

Applications must be received by OHCS not later than Tuesday, October 22, 2013 at 2:00 p.m. Faxed or e-mailed applications will **not** be accepted. The authorized signer of the applicant must provide an original signature on at least one complete application packet. Funding decisions and grant awards will be announced on November 8, 2013.

2.4 RFA Questions.

All inquiries relating to the RFA process, administration, deadline or award, or to the substantive technical portions of the RFA, should 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 RFA. Changes/modifications to the RFA requirements shall **ONLY** be recognized if in the form of written addenda issued by OHCS. OHCS shall provide copies of any addenda to all known RFA applicants as well as post them at www.oregon.gov/OHCS.

3.0 EVALUATION CRITERIA.

3.1 Scoring Criteria.

OHCS will evaluate and score applications based on responses and applicants' ability to clearly demonstrate the following:

- 10 Points - Program Objectives
- 15 Points - Readiness to Proceed
- 20 Points - Experience with Homeownership Programs
- 15 Points - Service Area
- 5 Points - Recapture of Program Funds
- 20 Points - Addressing the Minority Homeownership Gap
- 10 Points - Marketing
- 5 Points - Administration of Funds

3.2 Review Process.

Applications will be reviewed by an OHCS review team and notified of results in writing.

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

3.3 Funding Guidelines.

Down payment assistance funds will be awarded to organizations as a grant. Applicants must justify and explain the amount of funds requested.

OHCS will make funds available on a statewide basis, while reserving the right to target funding to those populations or areas of the state with the greatest housing need, to those activities that help households move from renting to ownership, and to strategies that promote homeownership among households in communities of color.

Applicants must clearly state how their program will help achieve Housing Opportunity Bill's goal of decreasing the homeownership gap for minority populations. OHCS will consider applicants' prior success in helping people of color achieve homeownership.

OHCS will not fund start-up organizations or the creation of a down payment assistance program.

Funds awarded may **not** be used for administrative operations or start up funds.

3.4 Program Requirements.

The following are program requirements for each borrower(s):

- Must be a first-time homebuyer.
- Must complete a homebuyer education class from a HUD-approved counseling agency.
- Income must not exceed 80 percent of area median income.
- Down payment assistance must not exceed \$5,000 per approved mortgage loan.

OHCS will require quarterly reports that include, but are not limited to, the following for each homebuyer who receives Program funds:

- Borrower(s) name
- Property address
- Purchase price
- 1st Mortgage loan amount
- Race/Ethnicity
- Household size
- Household income
- Loan closing date

4.0 GENERAL RFA TERMS.

- 4.1 Submission of an application does not constitute an agreement between OHCS and Applicant, nor does it secure or imply that Applicant will be selected.
- 4.2 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.
- 4.3 OHCS reserves the right to reject any or all application's; to respond to the applications deemed best for approval; amend this RFA prior to the closing date; to reject any or all applications; to assess the applicant's capacity to perform; to require additional information as a condition of funding; and to determine whether a application does or does not substantially comply with the requirements of this RFA.
- 4.4 Those Applications which are incomplete or which do not meet all requirements of the RFA, will be deemed by OHCS to be "non-responsive" and will be rejected. Applications considered complete, or "responsive," will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFA. If the Application is unclear, the applicant may be asked to provide written clarification to assist OHCS in determining the issue of the application's responsiveness.
- 4.5 This RFA and one copy of each original response received, together with copies of all documents pertaining to the award of a Grant, shall be kept by OHCS and made a part of a file or records, which shall 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 a proposal 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.

**APPLICANT INFORMATION
COVER PAGE**

Name of Organization	
Type of Organization (please attach proof): <input type="checkbox"/> Non Profit Corporation <input type="checkbox"/> Housing Authority <input type="checkbox"/> Local Government	
Address	
City & State	ZIP
Application Contact Name	Title
Telephone #	FAX
Address	Email
Person Authorized to Submit Application and Sign Award Documents Signature Name and Title Phone # Fax # E-Mail	

PROGRAM INFORMATION

Name of Program	
Street Address (if different from applicant organization's address)	City
County	Zip Code
Type of Program (i.e. down payment assistance, land purchase, lease-to-own, land trust):	
Projected Number of Housing Units for Home Ownership for proposed application: _____.	
Target Household Income Level: _____% of area median income	
Target Population(s) (i.e. people with disabilities, farmworkers, teachers, single parents, etc.)	
Amount of Grant Requested: \$ _____.	

1.0 APPLICATION REQUIREMENTS.

Respond to each set of questions in the box directly below the questions. Responses **MUST** clearly answer questions. Additional, but non-relevant information will not enhance the overall application and scoring. Limit your responses to one-half page in 12 point font for each section.

1.1 Program Objectives (10 Points)

What obstacles to homeownership will this application address? How will this application address the obstacles identified? DESCRIBE in detail the proposed down payment assistance program, and how it will help create affordable homeownership opportunities.

1.2 Readiness To Proceed (15 Points)

Because awarded funds cannot be used for start up programs, applicant must demonstrate it is ready to deliver the program upon availability and awarded funds. Describe current resources, and organizational structure to deliver a down payment assistance program, including location, staffing, materials and program guidelines and eligibility. When will this program begin? Provide an estimated timeline when you will begin using these funds. Program funds must be expended by June 30, 2014.

1.3 Experience With Homeownership Programs (20 Points)

What experience does the applying organization have with down payment assistance programs? Describe both present and past programs. Describe strategies employed to ensure successful homeownership. Will this funded down payment assistance program include HUD-approved homeownership counseling? Please describe.

1.4 Service Area (15 Points)

Identify the geographic service area for utilizing this Grant.

1.5 Program Budget (0 Points)

What are the expenses, income (if applicable), and financing associated with delivering the proposed program?

1.6 Recapture of Program Funds (5 Points)

If the proposed down payment or homeownership assistance program funded with this OHCS award includes recapture provisions, please DESCRIBE the recapture process and how you will use any recaptured funds.

1.7 Addressing the Minority Homeownership Gap (20 Points)

How will this Grant award help decrease the gap in minority homeownership? DESCRIBE past experience and success, including marketing and outreach to minority homebuyers, dedicated staff and resources, and likely outcome of activities.

1.8 Marketing (10 Points)

DESCRIBE the marketing elements and activities for the proposed program and use of funds?

1.9 Administration of Funds (5 Points)

How do you plan to administer the funds? How will you keep OHCS informed about your performance objectives? Describe your monitoring and reporting system for these funds.

**STATE OF OREGON
OREGON HOUSING AND COMMUNITY SERVICES**

GRANT AGREEMENT #XXXX

Down Payment Assistance Program

Introduction

This Down Payment Assistance Program 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 XXXXXXXXX< an Oregon nonprofit corporation, together with its successors and assigns hereinafter referred to collectively as "Grantee."

Recitals

- A.** This Agreement is funded through the document recording fee collected on behalf of Agency pursuant to the 2009 Housing Opportunity Bill (House Bill 2436).
- B.** Agency has reviewed the Grantee's Application and, as approved (the "Application"), has determined the activities, as hereinafter defined (the "Project"), which are feasible and merit funding through the Down Payment Assistance Program (the "Program") in its Grant Reservation Letter (the "Reservation") signed by the parties.
- C.** The parties now desire to accomplish the Project activities approved in the Reservation pursuant to the terms of this Agreement.

Agreement

For good and sufficient consideration, including the terms and conditions herein, the parties agree as follows:

1. Incorporation of Recitals; Agreement Purpose

a. Incorporation of Recitals; Documents.

The foregoing Recitals, the Application, and the Reservation are incorporated herein by reference.

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 and Grantee's obligations with respect to accomplishing Project activities described in the Application and Reservation, particularly including providing Program assistance to targeted low- and very low-income Oregonians and promoting outreach and communication with respect to the Program and other relevant Agency programs.

Grant funds may derive from federal, state, and private sources, and 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 and applicable law (including Program administrative rules and Agency directives).

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **July 1, 2013 through XXXXXXXXX**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Oregon State Department of Justice. 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.

3. Scope of Services

Grantee shall provide the services (“Services”) to accomplish Project activities with respect to targeted low- and very low-income Oregonians and assist them in successful homeownership consistent with Program requirements, the Application and Reservation. Grantee shall perform the Services in accordance with the terms and conditions of this Agreement. Any requests or changes to Grant use or Services must be approved in writing by Agency.

4. Consideration; Reporting

- a. Agency has agreed to make a conditional award of Program funds to the Grantee in the amount of **XXXXXXXXXX** (the “Grant”). Grant distributions will be made to Grantee by Agency upon receipt and Agency approval of appropriate Requests for Funds for Program-related expenses. Approval by Agency is at its sole and complete discretion.
- b. Upon expiration or termination of this Agreement, Grantee shall return all unexpended Grant monies to Agency within 60 days.
- c. Grantee shall complete and submit quarterly information reports regarding the use of Grant funds. The reports shall minimally include:
 - 1) Borrower(s) Name;
 - 2) Property Address;
 - 3) Purchase Price;
 - 4) 1st Mortgage Loan Amount;
 - 5) Race/Ethnicity;
 - 6) Household Size;
 - 7) Household Income;
 - 8) Loan Closing Date;
 - 9) Amount of Agency Program funds provided;
 - 10) Amount of down payment assistance from other sources and/or amount of borrower’s down payment contribution; and
 - 11) Such other information as Agency may require, including on a supplementary basis.
- d. Grantee shall complete and submit reports within 30 days after the calendar quarter ends. The calendar quarters end March 31, June 30, September 30, and December 31. The report for the quarter ending December 31 shall include statistics for the entire project year.
- e. The Project Completion Report and Closeout Agreement is to be submitted to Agency within 90 days of project completion.

5. Funding Appropriation

Grant 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 funds by Agency to Grantee are contingent upon them being lawfully appropriated, allocated, and available to Agency.

6. Requests for Funds

Grantee shall request Grant funds in such form and manner as is satisfactory to or required by Agency.

7. Remedies Related to Requests for Funds

a. Withholding of Grant Funds from Request

Agency may withhold any and all requested funds from Grantee under this Agreement 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 federal requirements relating to any awarded grant funds. Agency also may withhold any and all requested 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 at its sole discretion, reduce Grantee funding and redistribute such funds to other Grantees or retain such Grant funds for other Agency use. Agency may implement adjustments pursuant to this subsection by modifying the applicable. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

8. 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, gross 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 subrecipients, 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 8.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, its subrecipients, 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 or any of its subrecipients;
 - 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 Services performed 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 such directives within the 30-day notice period.
- 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, changed or interpreted by the Oregon Legislative Assembly, the federal government or 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.

9. Choice of Law; Venue

This Agreement and all matters arising under or relating hereto shall be governed by and construed and interpreted in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws except, where applicable, it shall be governed by and construed and interpreted in accordance with the laws of the United States of America. The parties hereby agree that Marion County Circuit Court or, where necessary, another circuit court of the State of Oregon or, where necessary, the U.S. District Court for the District of Oregon, shall have exclusive jurisdiction over any action brought by or against the Agency or the State of Oregon or between the parties under this Agreement or in any way relating to the transactions contemplated hereby. 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.

10. 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 by 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.

11. Compliance with Applicable Law

Grantee shall comply with Oregon Revised Statute 458.600-458.655, Oregon Administrative Rule 813-044-0000, 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 Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) 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. Agency's performance under the Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are incorporated by reference herein. Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

12. 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.

13. 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 within twenty-four (24) hours. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

14. Confidentiality

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

15. 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.

16. Monitoring

a. Agency Authorized to Monitor Each Grantee

Agency may monitor the activities of each Grantee 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.

17. Monitoring Findings

- 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.

18. 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.

19. 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.

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

All unexpended cash or Project income from such Grant funds remaining at the end of any Project or Program final period for any Services covered by this Agreement must be returned by Grantee to Agency no later than sixty days following the expiration of the Project or 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 Agency requirements or other controlling law.

21. 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.

22. 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.

23. Disallowance of Costs

Agency neither is responsible for nor shall it pay for any costs disallowed 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 negligence 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.

If Grantee is a county, such disallowed costs may be recovered by Agency only through repayment or withholding to the extent permitted by the [Oregon Constitution](#), and particularly Article XI, Section 10. If Grantee is other than a county, Agency may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise.

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

24. Records Maintenance

Grantee shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee 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's 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. Grant Funds; Indemnity

Grant funds are used in conjunction with this Agreement, Grantee will assume sole liability for breach of the conditions of the grant by Grantee or any of its subrecipients, and hereby covenants and agrees to save, defend, 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.

Grant funds are used in conjunction with this Agreement. Grantee assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Grantee or by any of its subrecipients, 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 or by any of its subrecipients, 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.

32. Time is of the essence

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

33. 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.

34. Amendments

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

35. 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.

36. 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 name): _____

Authorized Signature: _____ Date: _____

By (print name): _____ Title: _____

Contact Telephone Number: _____ Contact Fax Number: _____

Contact E-Mail Address: _____

Grantee Address: _____

Fiscal Contact Name: _____

Title of Fiscal Contact: _____ Phone #: _____

37. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE

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

Authorized Signature: _____
Margaret Van Vliet, Director, or Designee Date

Agency Contact Person: Kim Freeman
Contact Telephone Number: 503-986-6732
Fax Number: 503-986-0996
E-Mail Address: kim.freeman@hcs.state.or.us