

ATTACHMENT A

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

SAMPLE GRANT AGREEMENT #XXXX

Rent Guarantee Program Provider

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 "OHCS" or "Agency," and **(insert Grantee's business name)**, a **(see SOS Business Registry)**, hereinafter referred to as "Grantee".

Recitals

- A.** Grantee is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with Agency for receipt of the funds described herein.
- B.** Agency has reviewed the Grantee's application (the "Application") and determined the activities, as hereinafter defined, are feasible and merit funding. The Application, as approved by Agency, is incorporated herein by reference.

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 Documents

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals shall not be deemed to modify the express provisions hereinafter set forth. This Agreement consists of the following documents that are listed in descending order of precedence:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements
- Exhibit C – Rent Guarantee Program Manual, dated June 1, 2020
- Exhibit D – Report Template Links
- Exhibit E – Invoice

2. Authority

Pursuant to ORS 456.625(17) and ORS 456.608, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Agreement.

3. Term of Agreement

Unless terminated or extended, this Agreement covers the period **XXXXXXXX** through **XXXXXX**. This Agreement shall Agreement #XXXX, Rent Guarantee Program Provider

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

4. Work to be Performed.

Grantee shall perform all Work described in Exhibit A, Project Details and Scope of Work (the "Work") and comply with the Rent Guarantee Program Manual attached as Exhibit C (the "Program Manual"), all in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Grantee shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of Agency.

Changes to the approved Work 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.

5. Consideration; Reporting

- a. Agency has agreed to make a conditional award of funds to the Grantee on a statewide, first-come, first-served basis, not-to-exceed amount of **200,000.00** (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 Work must first be approved in writing, by Agency. 100% of the Grant must be used to provide services as indicated in the Work.

c. Quarterly Reports:

Grantee shall submit **quarterly reports**, Exhibit D (which may be amended by Agency from time to time), to Agency within twenty (20) days after the fiscal quarter ends. Each report is due by the 20th of each month following the end of the fiscal quarter regardless if the 20th is on the weekend. If the report is not complete or not received by this date, the report will be considered late. The fiscal quarters end September 30, December 31, March 31, and June 30.

d. Client Data Report:

Grantee shall provide Client Data Report to Agency within three (3) business days of execution of the provider/landlord agreement. If the report is not complete and received by this date the report will be considered late. Client Data Report must be complete and satisfactory to Agency.

- e. All reports must be complete and satisfactory to Agency. Grantee also shall provide such additional information and documents to Agency as Agency may from time to time require.
- f. Grantee shall submit reports in form and format approved by Agency, by the due dates, as stated above, using a tenant identification number to protect personally identifiable information.
- g. Grantee shall submit email questions to rent.guarantee@oregon.gov.

6. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been

appropriated but which Agency anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Grantee will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to Agency with authorizing limitation. Grantee's obligation to perform the Work as stated in Exhibit A is conditioned upon Agency receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs. Grantee is not entitled to receive payment under this Agreement from any part of Oregon state government other than Agency. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

7. Requests for Funds

Grantee shall request Grant funds in such form and manner as is satisfactory to or required by Agency (Exhibit E). Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

8. Nonexclusive Remedies Related to Funding.

a. Withholding of Grant Funds from Request

Agency may withhold any and all undisbursed Grant funds from Grantee, 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 relating to any awarded funds. Agency may also withhold any and all requested Grant fund from Grantee if Agency, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work or is unsubstantiated by related documentation.

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.

c. Reservation of Right to Recapture

Agency reserves the right to recapture funds from Grantee based on misrepresentation, underperformance, non-compliance, fraud, expiration or termination of this Agreement.

9. 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 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 or any part

hereof. 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;
 - 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 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 Grant funds is denied, suspended, reduced or eliminated;
 - 7) Any certification, license or certificate required by law to be held by Grantee or others to perform the Work 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, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or agency, including Agency.
- c. Grantee may, upon thirty (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;
- 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 in whole or such part.
- 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 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.

10. Conflict of Interest.

A conflict exists if a decision or recommendation could affect the finances of the public official or the finances of a relative. A few other situations can present a conflict of interest, as well. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in his ability to participate in the matter that presents the conflict of interest.

Grantee must establish a conflict of interest policy which outlines the process for disclosing in writing any potential conflict of interest. Any perceived or actual conflict of interest must be reported to Agency in a timely manner.

11. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") involving Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. Grantee expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, Agency and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit any form of defense or immunity, whether 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.

12. 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 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.

13. 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.

14. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, 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 hereinafter 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 five (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.

15. Confidentiality

Grantee shall, and shall require and cause its Subrecipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, 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 and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

16. 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 Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to Agency.

17. Monitoring Required

a. Agency Authorized to Monitor Grantee

Agency may monitor the activities of each Grantee and its Subrecipients and vendors 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 the activities and records of Grantee and its Subrecipients and vendors to ensure that performance goals are achieved as specified in this Agreement, including without limitation in the Scope of Work and that performance is to the satisfaction of Agency. 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, Subrecipient, and Vendor 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, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee, Subrecipient(s), Vendors, 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, Vendors and contractors 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 or Vendors to comply with this requirement is sufficient cause for Agency to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by Agency as a material 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 and expenditures of its Subrecipients as is reasonable to ensure compliance with (and necessary under) applicable Program Requirements or as otherwise directed by Agency, but in no case less than at least once during the term of this Agreement.

The activities of any Subrecipient shall be monitored to ensure, *inter alia*, that grant funds are used only 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 Work.

18. 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 sixty (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 and Subrecipient(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within sixty (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.

19. Monitoring: Major Findings Resolution

Agency may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective Agreement #XXXX, Rent Guarantee Page 7 of 21 (PCS Initials)
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actions required in Agency's 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.

20. 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. Except as expressly stated herein, this Section also does not limit Grantee's remedies provided under this Agreement, by law, or otherwise, but Grantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- c. No failure or delay by Agency to enforce any provision of this Agreement shall constitute a waiver by Agency of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- d. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

21. Expenditures Properly Supported.

Expenditures and Requests for 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 and applicable state and federal requirements, including as specified herein. Agency may require such other information or clarification 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. If Grantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, 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 (a Disallowance of Costs) either upon a Request Agreement #XXXX, Rent Guarantee
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for Funds or as a result of any audit, review, site visit, or other disallowance action by Agency except for costs incurred by Grantee solely due to the willful misconduct or gross negligence of Agency, its employees, officers or agents. If a cost is disallowed by Agency after reimbursement has occurred, Grantee shall repay all disallowed costs to Agency upon written notice within the time frame specified by Agency, which in no event shall exceed thirty (30) days.

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

24. 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, which in no event will be less than six (6) years after the termination of this Agreement.

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. 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 and copies. 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 25 and to grant right of access to and ownership by Agency of the subrecipients' books and records related to this Agreement.

26. Audits

[Reserved.]

27. Subrecipient Agreements

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 ten (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 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.

28. Fixed Assets

Grantee shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with Agency funding, regardless of source of funds.

29. Insurance and Workers Compensation.

Grantee shall provide all necessary insurance as described in Exhibit B. Grantee shall require and ensure that each of its Subrecipients and Subcontractors complies with these requirements.

30. Grantee Status

Grantee shall perform all work under this Agreement as an independent contractor. Grantee is not an officer, employee or agent of the Agency or State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.

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.

Grantee certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. 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;
- c. 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) above;

- d. Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
- e. Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control for the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

31. 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.

32. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

33. 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.

34. Grant 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

35. Indemnity

Subject to applicable law, Grantee shall and shall require by contract that its subrecipients shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and Agency and their officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of Grantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

36. Oregon False Claims Act

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.

Without limiting the generality of the foregoing, Grantee represents and warrants that:

- a. Grantee's representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and
- b. 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.

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.

Grantee shall immediately report in writing, to Agency, any credible evidence that a principal, employee, agent, subcontractor, subrecipient, 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.

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.

37. Attorney Fees

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 terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to Agency by its attorneys.

38. Time is of the Essence

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

39. 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. It is the express intention of the parties hereto that Agency shall retain the full right and ability to exercise its governmental powers with respect to the Grantee, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall Agency have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

40. Amendments

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

41. 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 Agency 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.

42. Diversity, Equity and Inclusion.

Agency and Grantee commit to intentional, data driven approach to reduce disparities in housing and social service provisions. Agency commits to creating a system to analyze Agency –funded programs and remove identified barriers to accessing opportunities within those programs.

[The rest of this page left intentionally blank]

43. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED 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 subrecipients' 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>;
- E. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- F. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

[Signature Pages Follow]

SIGNATURE PAGE

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.

Authorized Signature: _____
Title: _____
Name (Type or Print): _____
Date: _____
Telephone Number: _____
Email Address: _____
Grantee Address: _____

Primary Contact Person (Type or Print): _____
Primary Contact Telephone Number: _____
E-Mail Address: _____
Fiscal Contact Name (Type of Print): _____
Title: _____
Email Address: _____

44. 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 Solle Salazar, Director or designee Date

Reviewed and
Approved: _____
Sheila Parkins, OHCS Grant Administrator Date

OHCS Grant Administrator (Print): Sheila Parkins
Telephone Number: (503) 986-2062
Email Address: sheila.parkins@oregon.gov

DEPARTMENT OF JUSTICE

Approved for legal sufficiency by: _____
Insert Name, Title Date

EXHIBIT A SCOPE OF WORK

Grantee must demonstrate the following outcomes as a Rent Guarantee Program Provider:

- (a) Increased housing stability, as measured by the percentage of total program participants who reside in and maintain permanent housing for a minimum of 12 months;
- (b) Increased landlord participation, as measured by the percentage increase in the number of landlords participating in the program; and
- (c) Successful tenant readiness education, as measured by the percentage of tenants successfully completing the tenant training and receiving certification.

Program Provider required duties include, but are not limited to, the following functions:

- Determine eligibility of landlord and tenants in the Rent Guarantee Program;
- Assist tenants in obtaining permanent housing through housing placement activities;
- Provide communication and outreach to landlords to increase their willingness to rent to tenants who have rental barriers, but have gone through the program's tenant readiness education course;
- Execute program agreements with landlords;
- Process applications for program assistance from landlords, which include verification of damages, and process request for funds;
- Provide Tenant Readiness Education at a minimum of twice per calendar year;
- Provide timely submission of required program reports;
- Notify Agency of any substantive changes to the Agency-approved Tenant Readiness Education Course;
- Comply with monitoring requirements and remedy actions as required by Agency; and
- Establish and adhere to all program guidelines as set forth in the Program Manual.

Tenant Readiness Education Curriculum must include, but not limited to, the following:

- Landlord/Tenant Law
- Application and screening process
- Understanding a rent/lease agreement
- Personal finance/budgeting/how credit reports are used
- Energy conservation
- Fair Housing rights and responsibilities
- What makes a good tenant/communicating with your landlord
- What barriers exist in obtaining housing
- Tips for moving in and moving out
- Care and maintenance of your unit/maintenance responsibilities
- Termination notices
- Recovering deposits

Grant Funds:

The maximum amount of Grant funds available, on a statewide basis, is \$190,000 in landlord guarantee payments. Reimbursement for unpaid rent is limited to a maximum of \$2,000 per eligible tenant and \$5,000 in total for all damages per tenancy. The maximum amount of Grant funds available for administrative funds to all program providers statewide is \$10,000. Administrative funds are further limited to \$10 per Tenant Readiness Education Student.

**EXHIBIT B
INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS:

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required

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

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

Directors, Officers and Organization insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$1,000,000.00 per claim.

EXHIBIT C
RENT GUARANTEE PROGRAM MANUAL
(Attached separately)

EXHIBIT D
REPORT TEMPLATE LINKS

A. Client Level Data Report:

<https://app.smartsheet.com/b/form/6fafa8c89d9405091b10ab7bd6514e6>

B. Quarterly Tenant Readiness Education Report:

<https://app.smartsheet.com/b/form/37012ac44bb34b25a997ad8e502658c5>

C. Provider Request for Assistance:

<https://app.smartsheet.com/b/form/984b882de9b14540bee2d25b7f4e9f85>



**EXHIBIT E
RENT GUARANTEE PROGRAM
OHCS INVOICE**

REMIT INVOICE TO: rent.guarantee@oregon.gov or Invoice may be included as an attachment to the Provider Request for Assistance Form.

Section 1: Complete the following:

| Grantee Name | Grant Agreement No. | Invoice No. |
|-----------------|---------------------|-------------|
| | | |
| Requested Date: | | |
| Requested By: | | |

Section 2: Complete the following:

| | |
|----------------|----|
| Invoice Amount | \$ |
|----------------|----|

Section 3: For Activities included in this invoice, please complete the following:

Administrative funds are limited to Providers granted funds under HB 2006, 2019, and are limited to \$10 per tenant readiness education client.

| Client ID Number | Total Amount (included in Invoice Amount above) |
|------------------|---|
| | |
| | |
| | |
| | |
| | |

(continue to press your "tab" key to add new rows for additional clients).

| FOR OHCS USE ONLY | |
|-----------------------------|---|
| APPROVED FOR PAYMENT | INDEX _____ PCA _____ GRANT/PH _____ AOBJ _____ |
| | Reviewed & Approved for Payment by Program Analyst _____ Date _____ |