

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

GRANT AGREEMENT #XXXX

HOAP Homeownership Center Program

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.** In response to Request for Applications ("RFA") #6020 dated [REDACTED], Grantee has completed and submitted to Agency an application (the "Application"), dated [REDACTED], for an Award of HOAP Homeownership Center Program funds (the "Grant") to be used to provide Full Services for the HOAP Homeownership Center Program (the "Program") to assist in securing the future of Oregonians, in an effort to create stable households throughout the state, particularly in Communities of Color.
- C.** This Grant is funded through the document filing and recording fees deposited with Agency accounts pursuant to ORS 294.187.
- D.** Agency has reviewed the Grantee's Application and determined the activities, as hereinafter defined, are feasible and merit funding as specified in the Agreement.
- E.** In addition, Agency and Grantee have reviewed and agreed to the performance measures outlined in this Agreement.

Agreement

NOW THEREFORE, for good and sufficient 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 and the attached Exhibits are incorporated herein by reference. Notwithstanding this incorporation, the foregoing Recitals and Exhibits do not modify the express terms of this Agreement. To the extent that the Exhibits have conflicting provisions, the express terms of this Agreement are controlling and conflicts between exhibits for terms not addressed herein are resolved in the following order of precedence:

- Exhibit A (Program Details and Grant Activities)
- Exhibit B (Insurance Requirements)
- Exhibit C (OHCS Standards Guide)
- Exhibit D (Program Definitions)
- Exhibit G (Performance Measure Goals)

2. Authority

Pursuant to ORS 456.555, ORS 456.625(12) and ORS 458.655, Agency is authorized to enter into a Grant Agreement and provide funding for the purposes described in this Agreement.

3. Term of Agreement

This Agreement will become effective when this Agreement has been fully executed by every party and when required, approved by the Department of Justice (the "Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement expires **December 31, 2026** with the possibility to extend the term at Agency discretion. Agreement termination will not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

4. Work to be Performed.

Grantee shall perform all Work described in Exhibit A, Program Details and Grant Activities (the "Work") in accordance with the terms and conditions of this Agreement, OHCS Standards Guide attached hereto as Exhibit C (the "Standards Guide") and other applicable law, which includes but is not limited to OAR chapter 813 division 044, as well as other applicable Agency administrative rules, whether or not described in this Agreement provided, however, that Grantee's performance of the Work, Grant Activities, and the Services are collectively referred to herein as the "Work". Requests for and justification of any change to the Work must be submitted in writing to Agency and be approved in writing (email acceptable) by Agency prior to commencement of the requested change. Grantee shall perform its obligations hereunder efficiently, effectively and within applicable Grant timelines, all to the satisfaction of Agency.

5. Consideration; Disbursement Requests

Agency has agreed to make a conditional Award of Funds to the Grantee not-to-exceed ("NTE") amount of **(write amount XXXXXX Dollars (\$enter))**, 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. The total Grant includes the breakdown of additional funding as described below and available to qualifying Grantees upon request of the Grantee as described in Section 7 (*Note: Update subsections and amounts based on individual Grant Award*):

- a. **Start-up Funding.** One-time funding in the amount of **\$10,000** for a Grantee that qualifies as an Awarded First Time Organization that is new to OHCS HOAP Homeownership Center Program for start-up costs associated with setting up a Homeownership Center, such as additional computers and technology, client management systems, secure file storage, client file setups and required documentation to be used during the first twelve (12) months of the Program year.
- b. **Certification Training.** One-time funding in the amount of **\$XXXXX** for Homeownership Center training, education, and exams to be used during the first twelve (12) months of the Program year.
- c. **Culturally Specific Organization.** An amount of **\$20,000** per Program year for providing culturally specific services as an Agency certified Culturally Specific Organization (Grantee). At any time during the Program term Grantee's Culturally Specific certification status changes and Grantee is no longer certified with Agency, the additional funding will no longer be funded in the following Program year, and Grantee may be asked to repay Agency for additional funding received when culturally specific services were not provided, and Grantee was not certified with Agency.
- d. **Serving Rural Communities.** A Rural county allocation amount of **\$5,000** for each Rural county the Grantee is approved to serve will be added to Grantee's county allocation and included in the total NTE for the Program year and upon Conditional Approval of Grantee for each Program year thereafter. The total county allocation amount (county allocation plus Rural allocation) will be used when calculating county allocation during Performance Measure, g., Areas Served review, Section 2 of Exhibit A.
- e. **Incentives/Performance Measures.** Incentive funding for completion of applicable Performance Measures for each Program year, outlined in Section 2 of Exhibit A, will be added to the next Program years' funding allocation, via

amendment, and available for payment upon the first Agency approved Homeownership Center Quarterly Report Workbook of new Performance Period.

- Program Year 3: \$TBD
- Program Year 4: \$TBD
- Program Year 5: \$TBD

Upon expiration or termination of this Agreement, Grantee shall return all unexpended Grant funds to the Agency within thirty (30) days. 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.

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 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. Grant funds shall be requested as follows:

- All funds requested by Grantee must be submitted to Agency using the Quarterly Funds Request Voucher (the "Voucher") (Exhibit E) and represent Program funds expended during the previous quarter.
- The Voucher must be submitted for payment quarterly, with regular Homeownership Center Quarterly Report Workbook (the "Quarterly Report") (Exhibit F) following that schedule.
- All Quarterly Reports must be submitted by the schedule in the Standards Guide (Exhibit C) and all requested information current, before the Voucher shall be processed by Agency. Agency reserves the right to request backup documentation, including but not limited to financial statements that support Grant funds requested. All fund requests will be sent through the Agency secure document portal.

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 funds 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; Suspension of Work

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, failure to correct performance measure deficiencies identified during a performance review or during Conditional Re-approval, as outlined in Section 3 Performance Reviews in Exhibit A, 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) Grantee fails to comply with Program Requirements, Standards Guide, or requirements set forth in this Agreement.
- 4) Funds provided under this Agreement are used improperly or illegally by Grantee;
- 5) Funding for grant programs are denied, suspended, reduced or eliminated;
- 6) 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);
- 7) Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
- 8) 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;

- 9) 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;
 - 10) 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.
- i. To ensure quality Services and the professionalism of the Homeownership Center partners, failure to comply with the Program Requirements and Standards Guide (Exhibit C) may result in Grantee suspension of work and/or termination of the Agreement as described above. Suspension of Work may occur if Grantee fails to comply or complete the Performance Improvement Plan, issued by Agency, which outlines any performance issues, (see sample in Exhibit H). Agency may suspend Work upon immediate written notice to Grantee, email acceptable, for

the following reasons:

- Noncompliance with the Program Requirements and Standards Guide
- Lack of capacity to deliver the Services and/or achieve outcomes within agreed upon schedule
- Other causes that impact the performance of the Work, as determined by the Homeownership Section

Grantee is entitled to appeal a suspension of Work notice to OHCS Homeownership Section, in writing, within thirty (30) days of the effective suspension date.

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 hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Grantee or Agency at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 14. Any communication or notice so addressed and mailed is effective five (5) business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Contract Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

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 monitor 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 Grant Activities 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, vendor and client 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; (6) observe counseling and education sessions. 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 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, including but not limited to noncompliance with any Performance Improvement 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) suspending Work; (g) requiring corrective action as it may determine to be appropriate; (h) 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; (i) debaring or otherwise limiting Grantee's eligibility for other funding from Agency; (j) instituting criminal action for misstatements or fraud; and (k) 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

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 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

If Grantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and other applicable federal regulations, if any.

Audit must be submitted to Agency within ninety (90) days from submission to Federal Clearinghouse.

If Grantee expends less than \$750,000 in federal funds, Grantee is exempt from federal audit requirements for that year and must have an independent audit every two (2) years. This audit must be prepared in accordance with generally accepted accounting principles and reporting practices and must include an auditor's review report, treasure's report and any supplemental schedules. Copies of audit must be submitted to Agency within ninety (90) days of completion. Records must be available as provided in Sections 25 and 26.

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's 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 (b) 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

For Grant funds used in conjunction with this Agreement, Grantee assumes sole liability for breach of this Agreement by Grantee or any of its sub-recipients, agents or assigns, and hereby covenants and agrees to save, defend, hold harmless and indemnify OHCS, 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 OHCS for an amount equal to the Grant funds received by it 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, suits, 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 36.b., 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

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

b. **Electronic Modifications.** The following changes to the terms of this Agreement may be accomplished by electronic communication (email acceptable) without amendment so long as agreed to by Grantee and Agency in writing:

1. Any changes to redistribute unobligated Grant funds;
2. Changes to the Performance Period; or
3. Any modifications to the Work.

Electronic changes will be effective once the authorized representative of each party electronically approved the email.

41. Fair Housing

It is the policy of OHCS to affirmatively further fair housing in all its efforts so that individuals of similar income levels have equal access to housing, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation. Grantee must comply with the applicable statutes, regulations, and related policy guidance. Grantee shall ensure that admissions, occupancy, marketing and operating procedures comply with non-discrimination requirements. OHCS may require Grantee to provide access to and copies of any policy, related procedure, or other documents to verify compliance with Fair Housing standards.

42. 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.

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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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- 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.

Grantee (print name): _____

Authorized Signature: _____

By (print name): _____

Title: _____

Date: _____

Contact Telephone Number: (_____) _____

Contact Fax Number: (_____) _____

Contact E-Mail Address: _____

Grantee Address: _____

Program Contact Person (Type or Print): _____

Program Contact Telephone Number: (_____) _____

Program Contact Fax Number: (_____) _____

Program Contact E-Mail Address: _____

Hours of Operation: _____

DUNS #: _____

Fiscal Contact Name: _____

Title of Fiscal Contact: _____

Fiscal E-Mail 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

(Continued on next page)

Authorized Signature:

Margaret Solle Salazar, Director or designee

Date

Reviewed and Approved:

Alycia Howell, Agency Grant Administrator

Date

OHCS Grant Administrator: Alycia Howell
Contact Telephone Number: 971-701-9317
E-Mail Address: alycia.howell@oregon.gov

DEPARTMENT OF JUSTICE

Approved for legal sufficiency by:

Insert Name, Assistant Attorney

Date

EXHIBIT A
PROGRAM DETAILS AND GRANT ACTIVITIES

Performance Period: The Program’s initial Performance Period for this Agreement is July 1, 2021 through June 30, 2022, and each fiscal year thereafter until the Agreement termination date, or as extended by amendment.

Section 1. Grant Activities:

As part of the Work, Grantee shall perform the following services (collectively, the “Services”) and comply with the Standards Guide (Exhibit C), Program Requirements, and regulations:

- a. Participate in the Mandatory Program Welcome Webinar (the “Webinar”) within ninety (90) days from the Effective Date of Agreement, date and time to be determined by Agency. Grantee will be notified of date and time via email in advance of Webinar.
- b. Administer Grantee’s Program in compliance with the requirements of all applicable federal and state laws, including policies and procedures for handling and disposing of Personal Identifiable Information (“PII”).
- c. Establish policies and practices to support Diversity, Equity and Inclusion in hiring, vendor relationships, and community outreach. See Exhibit C.
- d. Have a physical office in region (area) where Grantee serves clients that is assessable to persons with disabilities or Grantee shall provide online access or a referral list for clients that need accessibility if their building does not provide access.
- e. Provide “Translation Services” and have a Language Access Plan “LAP” for persons with limited proficiency in speaking or writing English “LEP”.
- f. Have policies and procedures in place for the recovery of the destruction of Program related records as a result of a natural or man-made disaster.
- g. Collect data in a HUD approved Client Management System (“CMS”). Grantee is responsible for the cost to use the CMS.
- h. Store client files electronically or paper or a combination for an individual or household. The client file must contain at minimum; Intake Form, Budget, Case/Client Notes, Action Plan, Authorization or Agreement, Privacy Notice and Conflict of Interest Disclosure. Client files with Credit Report must have Authorization to pull credit.
- i. Education Workshop documents must be stored electronically or paper or a combination with an individual file for each course and must contain at minimum; Registration/Intake (including demographics and household information), Education Surveys, Privacy Notice, Course Title and list of Instructors, Attendance Record, if applicable, Conflict of Interest Disclosure.
- j. Client must be made aware of any actual or potential conflict of interest on the part of the Grantee and/or counselor, in order for the client to make a fully informed decision.
- k. Third party services offered to clients for referrals, Grantee must have agreements or memorandum of

understanding in writing with any third party describing the type of services related to this Agreement.

- l. Provide in person or web conferencing group Homebuyer Education Workshops to educate Household(s) on the home buying process and prepare the Household(s) for successful home ownership. Workshops must utilize a HUD approved-curriculum or comply with the minimum standards set forth in the National Industry Standards for Homeownership Education and Counseling curriculum with a minimum of two (2) Workshops per calendar quarter (i.e. January through March, April through June, etc.).
- m. Provide one-on-one "1:1" Services, including Financial Literacy and Homebuyer Counseling. Homebuyer counseling is designed for those who have few or no barriers to mortgage readiness, and assess mortgage readiness, determine affordability, provide home buying information and referrals, and develop customized action plans. Financial Literacy is designed for anyone considering buying a home as a primary residence who has significant barriers to mortgage readiness or is seeking the budgeting tools to sustain or improve their current living environment.
- n. Provide in person or web conferencing group Financial Literacy Education Workshops to educate Household(s) on budget management, debt elimination, savings, and retirement planning for a sustainable and stable future, for potential home buying or maintaining current lifestyle with a minimum of two (2) per calendar quarter (i.e. January through March, April through June, etc.)
- o. Provide default and post-purchase counseling to assess homeowners or tenant situation, determine best course of action by budgeting, action planning and potential workout options for retaining home or maintain current living environment. It may also include methods to create and keep a safe living space, plan for emergencies, and ways to reduce home maintenance costs.
- p. Grantee's website must include Homebuyer Education Workshop schedule with a minimum of six (6) months scheduled, including any cancellations and rescheduling options available, as applicable.
- q. Submit annually, updated client projections on approved "Client Projection Template", provided by Agency and amended from time to time, for the next twelve (12) month Performance Period during the fourth (4th) fiscal quarter, and no later than May 31st of each Program year.
- r. Submit annually, updated client demographic projections on approved "Client Demographic Template", provided by Agency and amended from time to time, for the next twelve (12) month Performance Period during the fourth (4th) fiscal quarter, and no later than May 31st of each Program year. Demographic goals may be negotiated based on review prior to establishing goals for next Performance Period.
- s. Submit annually, Outreach Plan, on approved "Outreach Plan Template", provided by Agency and amended from time to time, for next twelve (12) month Performance Period during the fourth (4th) fiscal quarter, and no later than May 31st of each Program year.
- t. Submit semi-annually, updated Education Session schedule for the following six (6) months for performance measure verification of scheduled sessions, during the second (2nd) and fourth (4th) quarter, and no later than October 31st and April 30th of each Program year.
- u. Within twelve (12) months of the Effective Date of this Agreement or date of hire by Grantee, counselors must be certified in the Program area(s) for which they provide Services. Certification is required for default and foreclosure counseling, homebuyer education, homebuyer counseling. Homebuyer counseling certification is required for counselors providing financial literacy services. See Standards Guide (Exhibit C) for additional

Grantee staff standards.

- v. Be a HUD approved Housing Counseling Agency or have adopted the National Industry Standards for Homeownership Education and Counseling, within ninety (90) days of the Effective Date of this Agreement.
- w. Counselors providing Services must sign and adopt the National Industry Standards for Homeownership Education and Counseling, [Code of Ethics and Conduct](#), within ninety (90) days of hire or Effective Date of this Agreement.
- x. Grantee's Office or Eligible Branch Office has at least one (1) Certified Counselor and is available regularly to provide Full Services at minimum thirty-two (32) hours per week.

Agency may request verification of any of its requirements including contingent approvals such as Grant Activities, Section 1, u. through w. Grantee shall provide such documentation in the format and by the timeline requested by Agency.

Section 2. Performance Measures:

Grantee performance measures will be evaluated using these standards:

- a. Grantee Outreach Plan
- b. Grantee Website
- c. Quarterly Report Submission
- d. Data Quality Attributes
- e. Client Demographics
- f. Projections of Clients Served
- g. Areas Served, applicable to Grantees' awarded funding to more than one (1) county

Grantee shall perform the following Services to achieve the Performance Measures as outlined in the designated Performance Periods:

Section 2.1. Performance Measures Year 1:

- a. Must have accomplished at minimum 50% of Outreach Plan as outlined in Exhibit G – Performance Measure Goals.
- b. Grantee website must be current with minimum of six (6) months scheduled Education Sessions listed at time of review.
- c. Quarterly Reports must be submitted on time at minimum 75% during Performance Period.
- d. Data Quality Attributes must be at minimum 75% complete during Performance Period.
- e. Must be at minimum 50% of projected aggregated demographic goals for each county providing Services in as outlined in Exhibit G – Performance Measure Goals.
- f. Must have served at minimum 50% of projected clients as outlined in Exhibit G – Performance Measure Goals
- g. Grantees' awarded funds to serve more than one (1) county, additional counties must be served no less than 50% of office/branch location with consideration of population differences (i.e. County 1 is 51% larger than County 2) as outlined in Exhibit G – Performance Measure Goals.

Section 2.2. Performance Measures Year 2:

- a. Must have accomplished at minimum 80% of Outreach Plan as outlined in Exhibit G – Performance Measure Goals.
- b. Website must be current with minimum of six (6) months scheduled Education Session listed at time of review.

- c. Quarterly Reports must be submitted 100% on time during Performance Period.
- d. Data Quality Attributes must be at minimum 100% complete during Performance Period.
- e. Must be at minimum 65% of projected aggregated demographic goals for each county set for Performance Period as outlined in Exhibit G – Performance Measure Goals.
- f. Must have served at minimum 80% of projected clients submitted for Performance Period as outlined in Exhibit G – Performance Measure Goals.
- g. Grantees’ awarded funds to serve more than one (1) county, additional counties must be served no less than 50% of office/branch location with consideration of population differences (i.e. County 1 is 51% larger than County 2) as outlined in Exhibit G – Performance Measure Goals.

Section 2.3. Performance Measures Year 3:

- a. Must have accomplished at minimum 80% of Outreach Plan as outlined in Exhibit G – Performance Measure Goals.
- b. Website must be current with minimum of six (6) months scheduled Education Session listed at time of review.
- c. Quarterly Reports must be submitted 100% on time during Performance Period.
- d. Data Quality Attributes must be at minimum 100% complete during Performance Period.
- e. Must be at minimum 80% of projected dis-aggregated demographic goals for each county set for Performance Period as outlined in Exhibit G – Performance Measure Goals.
- f. Must have served at minimum 80% of projected clients submitted for Performance Period as outlined in Exhibit G – Performance Measure Goals.
- g. Grantees’ awarded funds to serve more than one (1) county, additional counties must be served no less than 75% of office/branch location with consideration of population differences (i.e. County 1 is 51% larger than County 2) as outlined in Exhibit G – Performance Measure Goals.

Section 2.4. Performance Measures Year 4 and beyond

- a. Must have accomplished at minimum 80% of Outreach Plan submitted for Performance Period as outlined in Exhibit G – Performance Measure Goals.
- b. Website must be current with minimum of six (6) months scheduled Education Session listed at time of review.
- c. Quarterly Reports must be submitted 100% on time during Performance Period.
- d. Data Quality Attributes must be at minimum 100% complete during Performance Period.
- e. Must be at minimum 100% of projected dis-aggregated demographic goals for each county set for Performance Period as outlined in Exhibit G – Performance Measure Goals.
- f. Must have served at minimum 80% of projected clients submitted for Performance Period as outlined in Exhibit G – Performance Measure Goals.
- g. Grantees’ awarded funds to serve more than one (1) county, additional counties must be served no less than 75% of office/branch location with consideration of population differences (i.e. County 1 is 51% larger than County 2) as outlined in Exhibit G – Performance Measure Goals.

Section 3. Performance Review:

- 3.1. Grantee’s performance will be reviewed twelve (12) months from the start of each Performance Period to determine if Unconditional Re-approval, Conditional Re-approval for another year of funding will be allocated to Grantee at the same funding level, increased county allocation(s), reduced county allocation(s), added incentive-funding specific to achieving performance measure with incentive-funding, or Grantee may be placed in inactive status or Agreement may be subject to termination per Section 9. Grantee will be notified by Agency of its performance approval status within sixty (60) days through written authorization, email acceptable, which will outline the funding available and additional Grant details for the applicable Performance Period.
 - a. **“Unconditional Re-approval”** means the Grantee has met performance measures for the applicable

Performance Period, and Agency approves another twelve (12) months of funding and specific performance measure goals.

- b. **“Conditional Re-approval”** means the Grantee fails to meet the specific Performance Measures in Section 2 of this Exhibit A for the applicable Performance Period, and it does not impair the Grantee’s ability to perform required Services, Agency may extend the approval for up to 180 days, with limited funding and specific performance measure goals through an amendment. Agency may grant this conditional extension only if the Grantee agrees to attempt to correct its Program deficiencies within the period of the extension. Otherwise, Agency may terminate the Agreement as outlined in Section 9.
- i. When Agency receives documentation the deficiencies have been corrected, Agency may conduct a follow up review or site visit to verify if the deficiencies have been corrected. Agency will make the determination the deficiencies have been corrected by either; a review of Grantee documentation, Grantee response, on-site follow up review, or a combination of any of these. If it is determined the deficiencies have been corrected, Agency will send a re-approval letter (email acceptable) to Grantee with funding allocation and required Performance Measures for the applicable Performance Period.
 - ii. If Grantee fails to reply within the deadline provided by Agency in the notice, or if Agency determines the response is inadequate, Agency may immediately terminate the Agreement or notify the Grantee and again specify the deficiencies with a final deadline for a response before terminating the Agreement in accordance with Section 9.
- c. **“Inactive Status”** means Grantee is unable to perform the required Services in the Agreement and will be removed from the Agency website and Grant funds may be reallocated during the Inactive time period. Inactive Status may be used in lieu of terminating a Grantee’s approval under certain circumstances and may affect Grantees ability to achieve Performance Goals. Grantee’s status may be changed to Inactive on a case-by-case basis for a period not to exceed six (6) months, unless an extension is approved by Agency. Agency may change Grantee’s status through either a request by Grantee submitted to Agency or as a result of information obtained by Agency. Some of the conditions under which Inactive Status may be considered included but are not limited to:
- Loss of Certified Counselor
 - Damage to facilities by natural disaster that renders the Grantee unable to function properly
 - Relocation
 - Results of performance review at Agency’s sole discretion
 - Significant, unexpected loss of funds by Grantee
 - Other circumstances caused by reasons beyond the Grantee’s control
- i. In the event a Grantee seeks temporary Inactive Status, Grantee must submit a request in writing to Agency. Documentation of evidence of the condition(s) that rendered the Grantee incapable of carrying out required Services must be submitted along with the request, if possible within fourteen (14) days of change in condition.
 - ii. Upon receipt of the temporary Inactive Status request, Agency will review the request and notify the Grantee of approval or rejection within thirty (30) days. If approved, the Grantee’s name and contact information will be temporarily removed from Agency’s website of partnering Homeownership Centers. Any approval will contain the conditions required of Grantee by Agency.
 - iii. No later than expiration of Inactive Status or upon earlier written notice from Grantee, documentation or evidence Grantee is ready to resume operation must be submitted. After review and approval of documents, Agency will restore Grantee name and contact information on the Agency website of partnering Homeownership Centers within thirty (30) days of receiving

documentation.

- iv. At Agency's sole discretion, if the condition(s) still exists after six (6) months, an extension of the Inactive Period request may be considered, or the Grantee's Agreement may be terminated in accordance with Section 9.
- v. If Grantee is placed in Inactive Status by Agency, Grantee will be notified in writing (email acceptable) of reason for status change, and will provide the manner in which Grantee may respond. Grantee response must be submitted to Agency within thirty (30) days, if response is not satisfactory or condition does not change, Grantee will be placed on Inactive Status immediately.
- vi. A Grantee placed in Inactive Status regardless if initiated by Grantee or Agency, Grant funding will be pro-rated based on how long Grantee is in an "Inactive" status and reallocated back to the Agency HOAP-pool based on the number of days Grantee Inactive (minimum 30 days) for additional use. Grant funds, at Agency's discretion may be reallocated to additional Homeownership Centers serving the area funds were removed. In the event a Grantee is placed in Inactive Status and reallocation needs to occur, Agency will notify the Grantee of the reduction of funds.

Section 4. Annual Performance Milestone Review:

Agency will do a performance milestone review using the first three (3) Quarterly Reports submitted in each Performance Period to determine potential for Grantee to achieve Performance Measure Goals (Exhibit G) for the applicable year and evaluate funding allocations. It is expected Grantee will be at a minimum of 75% of the Performance Measure Goals at time of milestone review.

Grantee will receive written communication (email acceptable) with all Quarterly Report data and reviews. In addition, potential status of Unconditional Re-approval or Conditional Re-approval for next Program year and allocation funding amounts will be included in written communication.

Agency reserves the right to change Grantee status based on full performance review at the end of the twelve (12) month Performance Period as further described in Section 3 of this Exhibit A.

Section 5. Performance Measure Review:

Annual review of the Grantee's Performance Measures for the Program year will be evaluated against Section 2 of Exhibit A, outlined and defined in measures a. through g., which highlights the categories below, as applicable to the Grantee's Performance Measure Goals (Exhibit G) for the specified Performance Period.

Grantee Performance Measures will be evaluated using these standards:

- a. Grantee Outreach Plan
- b. Grantee Website
- c. Quarterly Report Submission
- d. Data Quality Attributes
- e. Client Demographics
- f. Projections of Clients Served
- g. Areas Served, applicable to Grantees' awarded funding to more than one (1) county

Section 5.1. Review after Year 1: Grantee not meeting all first year Performance Measures outlined in Exhibit A, Section 2.1., will be required to have a conference call with Agency Homeownership Section staff to discuss needs, projections for next Agreement #XXXX, HOAP Homeownership Center Program Page 23 of 41

twelve (12) month Performance Measures and technical assistance, as needed.

Section 5.2 Review after Year 2:

Review of Grantee's Performance Measures outlined in Exhibit A, Section 2.2., as follows:

- a. Grantee meeting all Performance Measures a. through d. will receive an additional \$3,000 in Education and Training funding for Performance Period Year 3.
- b. Grantee meeting at least three (3) Performance Measures a. through d. will require a minimal desk review of select invoice and client files at an agreed upon time between the parties.
- c. Grantee meeting at least two (2) Performance Measures a. through d. will receive Conditional Re-approval and require to submit a "Letter of Explanation" from Grantee to Agency by the Agency-specified timeline for continued funding.
- d. Grantee meeting at least one (1) Performance Measure a. through d. will receive Conditional Re-approval and require a site visit by Agency Homeownership Section staff and submit a Conditional Re-approval Application, see Exhibit I for sample, for continued funding.
- e. Grantee not meeting Performance Measure e. for all counties will receive Conditional Re-Approval and require partner discussion with Agency to evaluate needs and partnership.
- f. Grantee not meeting Performance Measure f. will require a Performance Improvement Plan, see Exhibit H for sample, to re-evaluate Grantee projections in an effort to set an achievable Performance Measure Goal in the next Performance Period.
- g. Grantee meeting Performance Measure f. will not have any funding reductions due to this Performance Measure.
- h. Grantee not meeting Performance Measure g. for each additional county served without an office/branch location with less than 50% of office/branch location will have a reduction of county allocation funding of 25%.
- i. Grantee with an additional county served without an office/branch location equal to or greater than 50% will not have any change in county funding allocation.

Section 5.3. Review after Year 3:

Review of Grantee's Performance Measures outlined in Exhibit A, Section 2.3., as follows:

- a. Grantee meeting all Performance Measures a. through d. will receive an additional **\$3,000** in Education and Training funding for Performance Period Year 4.
- b. Grantee meeting at least three (3) Performance Measures a. through d. will require a minimal desk review of select invoice and client files at an agreed upon time between the parties.
- c. Grantee meeting at least two (2) Performance Measures a. through d. will receive Conditional Re-approval and require to submit a "Letter of Explanation" from Grantee to Agency by the Agency-specified timeline for continued funding.
- d. Grantee meeting at least one (1) Performance Measure a. through d. will receive Conditional Re-approval and require a site visit by Agency Homeownership Section staff and submit a Conditional Re-approval Application, see Exhibit I for sample, for continued funding.
- e. Grantee not meeting Performance Measure e. for all counties will receive Conditional Re-approval and require a Performance Improvement Plan, see Exhibit H for sample, to review and determine next steps to meet next Performance Measure Goal in the next Performance Period.
- f. Grantee meeting Performance Measure e. for all counties will not have any funding reductions due to this Performance Measure.
- g. Grantee exceeding Performance Measure e. for all counties will receive an additional **\$3,000** in Outreach and Marketing funding for Performance Period Year 4.
- h. Grantee not meeting Performance Measure f. will receive Conditional Re-approval and require a Performance

Improvement Plan, see Exhibit H for sample, to re-evaluate Grantee projections in an effort to meet next Performance Measure Goal in the next Performance Period.

- i. Grantee meeting Performance Measure f. will not have any funding reductions due to this Performance Measure.
- j. Grantee not meeting Performance Measure g. each additional county served without an office/branch location that is less than or equal to 74%, will receive Conditional Re-approval and have current county allocation reduced by 25%.
- k. Grantee with an additional county served without an office/branch location equal to or greater than 75% will not have any change in county funding allocation.

Section 5.4. Review after Year 4 and beyond:

Review of Grantee's Performance Measures outlined in Exhibit A, Section 2.4., as follows:

- a. Grantee meeting all Performance Measures a. through d. will receive an additional **\$3,000** in Education and Training funding for the next Performance Period.
- b. Grantee meeting at least three (3) Performance Measures a. through d. will require a minimal desk review of select invoice and client files at an agreed upon time between the parties.
- c. Grantee meeting at least two (2) Performance Measures a. through d. will receive Conditional Re-approval and require to submit a "Letter of Explanation" from Grantee to Agency by the Agency-specified timeline for continued funding.
- d. Grantee meeting at least one (1) Performance Measure a. through d. will receive Conditional Re-approval and require a site visit by Agency Homeownership Section staff and submit a Conditional Re-approval Application, see Exhibit I for sample, for continued funding.
- e. Grantee not meeting Performance Measure e. for all counties will receive Conditional Re-approval and require a Performance Improvement Plan, see Exhibit H for sample, to review and determine next steps to meet next Performance Measure Goal in the next Performance Period.
- f. Grantee exceeding Performance Measure e. for all counties will receive an additional **\$5,000** in Outreach and Marketing funding for the next Performance Period.
- g. Grantee not meeting Performance Measure f. will receive Conditional Re-approval and require a Performance Improvement Plan, see Exhibit H for sample, to re-evaluate Grantee projections in an effort to meet next Performance Measure Goal in the next Performance Period.
- h. Grantee meeting Performance Measure f. will not have any funding reductions due to this Performance Measure.
- i. Grantee not meeting Performance Measure g. for each additional county served without an office/branch location within 51% and 74% of goal will have current county allocation reduced by 25%.
- j. Grantee not meeting Performance Measure g. for each additional county served without an office/branch location equal to or less than 50% of goal will have current county allocation reduced by 50%.
- k. Grantees meeting Performance Measure g. for each additional county served without an office/branch location will not have any change in funding allocation due to this Performance Measure.

Section 5.5. Additional information about the Performance Measure Review process, as follows:

- a. Grantee may continue to provide Services under the Agreement until notified in writing, email acceptable, of a performance review decision, redistribution of funding decision that may determine a different amount, or both.
- b. Any redistribution of funding will be administered in accordance with Agreement Documents, Section 7.b. Redistribution or Retention of Funds and 38. Amendments.

Section 6. Reporting Requirements:

Electronic Quarterly Reporting will include: the Voucher (Exhibit E) for reimbursement of expenses, and the Quarterly Report (Exhibit F) for reporting new and existing clients served, resolved/closed client cases, education sessions, outreach activities and an agency update of successes and challenges.

Grantees shall complete and submit electronically to Agency the required Quarterly Report within thirty (30) days after the calendar quarter ends. Each report is due by the 3rd of the month following, regardless if the 3rd is on a weekend. If the report is not complete or not received by this date, the report will be considered late. The calendar quarters end March 31, June 30, September 30 and December 31.

Each Quarterly Report must be complete and satisfactory to Agency. Grantee also shall provide such additional information and documents to Agency as Agency may require from time to time. Late reports could jeopardize current and/or future funding and require submission of a Conditional Re-approval Application or Letter of Explanation for continued funding as outlined in Performance Measures, Section 2 of Exhibit A.

Grantee shall submit the Quarterly Report (Exhibit F) and Voucher (Exhibit E) through the Agency “Secure Document Portal.”

Quarterly Reports must consist of the following, which may be amended from time to time by Agency and provided to Grantee:

- Voucher (provided by Agency, approved invoice only) – Exhibit E
- Quarterly Report – Exhibit F

**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 Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. 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 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

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.

PROFESSIONAL LIABILITY:

Required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Grantee and Grantee's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required

Grantee shall provide network security and privacy liability insurance for the duration of the Agreement and for the period of time in which Grantee (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

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 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required

Employee Dishonesty or Fidelity Bond covering loss of money, securities and property caused dishonest acts of a Grantee’s employees. Coverage limits shall not be less than \$250,000 to \$500,000 (depending on the actual Grant amount). Note: The Award amount will be inserted as the crime protection coverage when the Agreement is developed for each Grantee.

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

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.

**EXHIBIT C
OHCS STANDARDS GUIDE
DATED JANUARY 1, 2021**

(INSERT FROM RFA)

EXHIBIT D PROGRAM DEFINITIONS

“Base Funding” means the amount of funding received as an allocation for each Awarded Organization or additional Branch office(s) of same Awarded Organization for each Program year.

“Branch office” means an additional location of an Awarded Organization with at least one (1) Certified Counselor available regularly to provide Full Services a minimum of thirty-two (32) hours per week.

“Certified Counselor” means an individual certified by a training program or certifying organization, approved by Agency, that authenticates the competence of individual providing education and counseling to other individuals in connection with Homebuyer Services, Foreclosure and Financial Literacy.

“CHAS Data” means custom tabulations of American Community Survey data (2013-2017) from the U.S. Census Bureau* distributed to HUD. Comprehensive Housing Affordability Strategy data, demonstrates the extent of housing problems and housing needs, particularly for low-income households. *Data Limitations: While there are well known issues relating to data collected and analyzed by the Census, its data remains the most detailed available to calculate our estimates relating to housing need by geography, by income, and by race or ethnicity.

“Communities of Color” means identity-based communities that hold a primary racial identity that describes shared racial characteristics among community members. The term aims to define characteristic of the community that its members share (such as being African American) that supports self-definition by community members, and that typically denotes a shared history and current/historic experiences of racism. The community may or may not also be a geographic community. Given that race is a socially-defined construct, the definitions of these communities are dynamic and evolve across time. For the purpose of this RFA, Agency defines Communities of Color to include Native Americans, Latinos, Asian and Pacific Islanders (further disaggregated according to local preferences), African Americans, African Immigrants and Refugees, Middle Eastern, and Slavic communities.

“Community Outreach” means an activity of providing services to any populations who might not otherwise have access to those services. In addition to delivering services, outreach has an educational role, raising the awareness of existing services. (as defined: <https://en.wikipedia.org/wiki/outreach>)

“Cultural Competence” means organizations: have a defined set of values and principles, and demonstrate behaviors, attitudes, policies and structures that enable them to work effectively cross-culturally; have the capacity to (1) value diversity (2) conduct self-assessment, (3) manage the dynamics of difference, (4) acquire and institutionalize cultural knowledge and (5) adapt to diversity and the cultural contexts of the communities they serve; incorporate the above in all aspects of policy making, administration, practice, service delivery and involve systematically consumers, key stakeholders and communities. Cultural competence is a developmental process that evolves over an extended period. (as defined: Protocol for Culturally Responsive Organizations)

“Culturally Responsive Services” means services that have been adapted to maximize the respect of and relevance to the beliefs, practices, culture and linguistic needs of diverse client populations and communities being served, including

clients and Communities of Color. Cultural responsiveness describes the capacity to respond to the issues of diverse communities. Culturally Responsive Services assure competent language access and incorporate diverse cultural approaches, strengths, perspectives, experiences, frames of reference, values, norms and performance styles of clients and communities to make services and programs more welcoming, accessible, appropriate and effective for all eligible and intended recipients.

“Culturally Specific Organization” means an entity that provides services to a cultural community and the entity has the following characteristics:

- (a) Majority of members and/or clients must be from a particular Community of Color;
- (b) Organizational environment is culturally focused and the community being served recognizes it as a culturally-specific entity that provides culturally and linguistically responsive services;
- (c) Majority of staff are from the community being served, and the majority of the leadership (defined to collectively include board members and management positions) are from the community being served;
- (d) The entity has a track record of successful community engagement and involvement with the community being served;
- (e) The community being served recognizes the organization as advancing the best interests of the community and engaging in policy advocacy on behalf of the community being served.

“Diversity” means all the ways in which people differ, and it encompasses all the different characteristics that make one individual or group different from another. It is all-inclusive and recognizes everyone and every group as part of the diversity that should be valued. A broad definition includes not only race, ethnicity, and gender – the groups that most often come to mind when the term “diversity” is used – but also age, national origin, religion, disability, sexual orientation, socioeconomic status, education, marital status, language, and physical appearance. It also involves different ideas, perspectives, and values. (as defined: UC Berkeley Center for Equity, Inclusion and Diversity, Glossary of Terms)

“Equity” means the fair treatment, access, opportunity, and advancement for all people, while at the same time striving to identify and eliminate barriers that have prevented the full participation of some groups, improving equity involves increasing justice and fairness within the procedures and processes of institutions or systems, as well as in their distribution of resources. Tackling equity issues requires an understanding of the root causes of outcome disparities within our society. (as defined: <https://independentsector.org/resource/why-diversity-equity-and-inclusion-matter/>)

“Eligible Branch Office” means an additional location of an Awarded Organization with at least one (1) Certified Counselor available regularly to provide Full Services a minimum of thirty-two (32) hours per week.

“First Time Organization” means an Organization that has never received HOAP Homeownership Center Program funds or have provided Services to clients as a HOAP Homeownership Center in conjunction with receiving Program funding.

“Full Service” means providing all the required core services to any existing or potential qualifying client including; Pre-purchase Homebuyer Education, Financial Literacy Education, Financial Coaching and Pre-purchase Homebuyer Coaching/Counseling, default and Post-purchase counseling.

“Homeownership Center” means an organization that assists in securing the future of Oregonians by providing Homeownership Counseling and Education, Housing Counseling including Financial and Post-purchase counseling in an effort to create stable households throughout the state, particularly in communities of color. (As defined OAR 813-044-0005)

“Homeownership Counseling” means housing counseling that covers the decision to purchase a home, the selection and purchase of a home, issues arising during or affecting the period of ownership of a home (including financing, refinancing, default, and foreclosure and other financial decisions) and the sale or other disposition of a home. (As further defined HUD 24 CFR 5.100)

“Housing Counseling” means an independent, expert advice customized to the need of the consumer to address the consumer’s housing barriers and to help achieve their housing goals and must include the following processes: intake, financial and housing affordability analysis, an action plan, except for reverse mortgage counseling, and a reasonable effort to have follow-up communication with the client when possible. (as defined HUD 24 CFR 5.100)

“Household” means any individual living alone, a family with or without children, or a group of individuals who are living together as one (1) economic unit.

“HUD Approved Housing Counseling Agency” means an organization supported or sponsored by HUD and administers housing counseling services across the county.

“Letter of Explanation” means a brief document from Grantee to Agency to explain why the Organization should continue to receive funding for another Program year and how the Grantee intends on managing Performance Measure goals in the next Program year.

“Inclusion” means authentically bringing traditionally excluded individuals and/or groups into processes, activities, and decision/policy making in a way that shares power. (as defined: OpenSource Leadership Strategies, Some Working Definitions)

“National Industry Standards for Homeownership Education and Counseling (“NISHEC”)” means a set of guidelines for quality homeownership and counseling services. Homeownership education and counseling is a critical step in producing an informed consumer who is better equipped to sustain homeownership, and these standards help practitioners and organizations serve families and communities with consistent service and professional excellence. NISHEC standards are available at this website: <https://www.homeownershipstandards.org>

“Organization” means an entity, as defined in ORS 458.600, that manages a homeownership program as required in ORS 458.655.

“Performance Measures” means the specific standards Grantee is expected to achieve over a specified period of time as outlined in the Agreement, Exhibit A, and Exhibits G through G-2. Performance and outcomes will be analyzed and evaluated. Incentives are available to Grantees’ meeting certain Performance Measure goals. Additional Agreement actions including but not limited to performance improvement plans and letter of explanation may be used for Grantees’

not meeting specific goals.

“Performance Period” means the period of time during which the performance goals must be met, and Program delivery funds must be expended.

“Personal Identifiable Information” (“PII”) means any information about an individual maintained by an Organization, including any information that can be used to distinguish or trace an individual’s identity.

“Procorem” means a secure portal technology solution developed by ProLink Solutions and used by Agency to help facilitate a more robust collaboration and communication model for Applicants and future OHCS partners to access information through a specific Procorem Workcenter. The Procorem Workcenter includes a repository for electronic document submission, a task management and tracking tool, an events calendar and communication features.

“Program Requirements” means the terms and conditions of RFA #6020; the Standards Guide (Attachment C); the terms and conditions of applicable OHCS administrative rules, manuals, and orders; the terms and conditions of required financial assistance documents; and the terms and conditions of all other applicable federal, state, and local laws, ordinances, regulations, and orders.

“Representative Sample” means a subset of a population that seeks to accurately reflect the characteristics of the larger group. For the purpose of this Program, Agency is using renter population from the 2013-2017 CHAS Data and may update the data during the Program period.

“Rural County” means communities with a population of 15,000 or less outside of the Portland urban growth boundary in counties within metropolitan statistical areas (Benton, Clackamas, Columbia, Deschutes, Jackson, Lane, Marion, Multnomah, Polk, Washington and Yamhill Counties) and communities with a population of 40,000 or less in the balance of the state. Rural counties only consist of counties that do not include any part of a metropolitan statistical area: Baker, Clatsop, Coos, Crook, Curry, Douglas, Gilliam, Grant, Harney, Hood River, Jefferson, Josephine, Klamath, Lake, Lincoln, Malheur, Morrow, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco and Wheeler, as defined in the Oregon Statewide Housing Plan.

“Workshop” means an in person or web conference educational group setting.

**EXHIBIT E
QUARTERLY FUNDS REQUEST VOUCHER**

(ATTACHED)

Oregon Housing and Community Services Quarterly Funds Request Voucher

SAVE

Name: _____

Grant Number: _____

Quarter Ending: _____

Original Grant Award:! _____

Expense Description	Original Award	Amount Drawn to Date	Amount Request this Draw	Balanace Remaining
Program Expenses		\$ -		\$ -
Administrative Expenses		\$ -		\$ -
Education and Training Expenses		\$ -		\$ -

Certification: We certify that the request above is correct and that the amount of this request is not in excess of current needs.

Authorized By: _____ **Date:** _____

Prepared by: _____ **Date:** _____

Print, sign and upload into Procorem Quarter ending file

For OHCS Only:

Amount \$ _____

X

Requested By **Date**

X

OHCS Program Analyst **Date**

X

OHCS Section Manager **Date**

**EXHIBIT F
HOMEOWNERSHIP CENTER QUARTERLEY REPORT WORKBOOK**

(ATTACHED)

Exhibit F - Sample Quarterly Report Workbook - (Excel version to be provided upon Agreement execution)

Agency	Client ID	Intake Date	County	Gender	Age	Race/Ethn	Ethnicity/I	Veteran
--------	-----------	-------------	--------	--------	-----	-----------	-------------	---------

Household Income Household Size Number Dependents First Time Homebuyer

Counseling Service Type Group Education Type

Agency Client ID Date of Service Counseling Service Type Group Education Type

Agency	Client ID	Resolution Date	Resolution Reason	Home Purchased	County Home Purchased
---------------	------------------	------------------------	--------------------------	-----------------------	------------------------------

Purchase Price

Agency	Education Session Title	Date of Session	Number Registered	Number Attended
---------------	--------------------------------	------------------------	--------------------------	------------------------

Number Online

Agency Date of Activity Outreach Activity Purpose of Activity

Outcome - brief explanation

**EXHIBIT G
PERFORMANCE MEASURE GOALS**

Note: A new Exhibit G will be incorporated into this Agreement by amendment for each Performance Period.

2021/2022 Performance Measure Goals

Performance Period: July 1, 2021 through June 30, 2022

Measure	Goal
Outreach Plan	See Attachment "1"
Website Current	Education Sessions current
Quarterly Reports	Submitted on time
Data Quality Attributes	Client Data complete
Client Demographics – XX County	XX% POC ¹ of total clients served
Client Demographics – XXX County	XX% POC ¹ of total clients served
Client Projections	See Attachment "2"
Area(s) Served	Xxx, Xxxx counties served equally ² to Xxxxx County
Add addition row details if service for than one (1) county	Placeholder
Add addition row details if there is more than (1) Branch Office	Placeholder

¹ People of Color

² Calculated based on population differences in branch location versus additional counties serving:

- Xxx population is 51% smaller than Xxxxx
- Xxxx population is 36% smaller than Xxxxx

Example: 100 clients served in Xxxxx (branch location), expectation of 49 clients served in Xxx

EXHIBIT G-1
ATTACHMENT 1 – OUTREACH PLAN

Placeholder

EXHIBIT G-2
ATTACHMENT 2 – PROJECTION OF HOUSEHOLDS SERVED

Placeholder

**EXHIBIT H
PERFORMANCE IMPROVEMENT PLAN
SAMPLE**

(ATTACHED)



OREGON HOUSING *and*
COMMUNITY SERVICES

725 SUMMER STREET NE, SUITE B | SALEM, OR 97301
503-986-2000 | www.oregon.gov/OHCS

Homeownership Center
Performance Improvement Plan
Phase 1

Date:

Grantee Name:

Respond by:

This letter serves as the first phase and start of your Performance Improvement Plan (the “Plan”). The purpose of this letter is to give you an opportunity to see where your Organization is in relation to your Performance Goals required in your Agreement and your achieved Performance Goals, and to assist in the creation of your Plan.

Upon review of your goals below, please complete the response section of this letter and return so we can continue with the development of your Performance Improvement Plan. Your input and response will be used to create the Plan and next Performance Goals, Phase 2.

Your Performance Goals for the Program year 20XX-20XX:

___ x% Demographic Goal(s) for the(se) county (ies); XXX, xxx *(delete if goal achieved)*

___ X% Projection of Clients served *(delete if goal achieved)*

Your goal achievement during the Program year:

___ x% Demographic Goal(s) for the(se) county (ies); XXX, xxx *(use responses 1-4 & 8 delete 5-7)*

___ X% Projection of Clients served *(use responses 5-8 delete 1-4)*

Grantee Response:

1. Please explain your plan to ensure you are being responsive to your community and can serve a “representative sample” of your county demographics in the future.



Performance Improvement Plan-Phase 1

2. What were the contributing factor(s) for not successfully achieving your Demographic Goal? What, if any, contributing factor(s) will be modified to ensure you can achieve your Demographic Goals during the Plan and in the next Program year.
3. Are your Services responsive to the community you serve, are there any barriers to Communities of Color? Please explain.
4. Please explain what service or assistance is needed from Agency for your Organization to achieve your Plan goals and Performance Goals. *(please do not include funding in your response)*
5. Please explain how you review your client data and use it to project the clients you intend on serving in the next program period.
6. What other data or information do you use when creating your projection of clients?
7. Please explain your Organization capacity and what is necessary to achieve your Projected Client goal during the Plan and in the next Program year.
8. Please list 3-5 program objectives to correct the performance issues during your Plan and will effectively help to achieve your Performance Goals in the next Program year. The expected outcome would be by the end of the Plan, but no later than the end of the next Program year. *(would want 4-6 objectives if both goals were not achieved)*

In addition to your responses, this is your opportunity to make any changes to the previously submitted Demographic Goals or Client Projection Goals, please use the appropriate template to resubmit your goals with this response no later than the “respond by” date at the top of this letter.

Upon receipt of your responses and any changes in your goals, your Organization will receive an Amendment with the required Performance Goals, and the final Performance Improvement Plan. In addition to the Plan, you will have a mid-point check in to review your progress and determine additional steps if needed.





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**Homeownership Center
Performance Improvement Plan
Phase 2**

Grantee:

Term of Plan: 6 months

The purpose of the Performance Improvement Plan (the “Plan”) is to define the issues in your Performance Measure goal attainment and clarify the expectations of your Agreement #XXXX, and specific Performance Measure Goals, Exhibit G, including setting new Performance Goals during the Plan and the next Program period. This Plan will give your Organization the opportunity to address these issues during the Plan. Upon completion of the Plan, it is our hope your Organization would remain in the Homeownership Program for the remaining Program period with continued funding.

As identified in the Phase 1 letter of your Plan, at the time of the performance review your Organization did not achieve the Demographic Goal or Projected Clients served Goal, during (insert Performance Period). *(remove one or the other if achieved)*

You are expected to achieve your Performance Measure Goals by the end of each Program year. Below are the objectives your Organization has determined would best assist in achieving your goals during this Plan.

- *[Specific improvement goal]*
- *[Specific improvement goal]*
- *[Specific improvement goal]*
- *[Specific improvement goal]*

In addition, your agreed Performance Measure Goals are included in an amendment to your Agreement for the specified period.

At the mid-point of your Plan, we will meet by phone or virtual conference and discuss the progress with your objectives and levels of service in attaining your Performance Goals. At that time, any adjustments to your objectives or Goals will be evaluated.



Performance Improvement Plan-Grantee Name

Upon completion of your Plan, we will discuss your Organization's outcomes based on the objectives set in the Plan. Your Performance Goals will be assessed to determine if your Organization will receive a new amendment to extend your program through the end of the current Program year, or if an alternative option is needed to retain your Organization in the Homeownership Center Program as defined in Exhibit A.

Attachments:

Agreement #XXXX Amendment #X

Exhibit G, Performance Measure Goals



**EXHIBIT I
CONDITIONAL RE-APPROVAL APPLICATION
SAMPLE**

(ATTACHED)



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**Homeownership Center
Conditional Re-Approval Application**

Grantee Name:
Grant #

Reason for Application:

Performance Measures:	Met?
a. Outreach Plan	
b. Website Current	
c. Quarterly Reports on Time	
d. Data Quality Attributes	

Please respond to each numbered item (1-6), any item left blank may cause your application to be sent back for completion or you may be placed in Inactive Status. This application must be returned to OHCS no later than thirty (30) days from the date received.

Upon completion, upload directly to your organization Workcenter in Procorem; upload in the folder titled "Re-Approval Application" and notify Agency of the upload by completing the task created for this Application.

- 1. Please explain how your Organization contributes to the success of the HOAP-Homeownership Center Partners.**
- 2. Please explain how your Organization is benefiting the community (ies) you serve.**
- 3. Are the appropriate staff informed of the Performance Measures included in your Agreement? If not, why and how will you inform them and help them understand the importance of these measures? If yes, how were they informed, and did the appropriate staff understand the importance of these measures at the time, do they understand now?**
- 4. Please explain what you believe to be the contributing factor(s) of why your Organization only achieved one goal during the last Program period.**
- 5. What is your plan for achieving at least 2 (or more) of a. through d. Performance Measures in the next Program period?**



Conditional Re-Approval Application/Homeownership Center

6. Please explain why your Organization should remain in the HOAP-Homeownership Center Program and receive continued funding for the next Program period.

