

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

GRANT AGREEMENT ORCACB-035-HAS

ORCA Capacity Building Grant

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

RECITALS

- A.** The purpose of this Agreement is to develop the capacity of organizations, like Grantee, that engage in affordable rental housing development or operations. General Housing Account Program ("GHAP") Capacity Building funds are being provided to Grantee under this Agreement to advance development of new affordable rental housing projects, or to aid in the preservation or management of a portfolio of existing affordable rental housing projects.
- B.** Grantee is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof for receipt of the funds described herein.

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

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals shall not be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits:

- Exhibit A (Project Activities)
- Exhibit B (Insurance Requirements)
- Exhibit C (Progress Report Template)
- Exhibit D (Invoice Template)

2. Authority

Pursuant to ORS sections 456.625(17), 458.215, 458.620, and 458.665, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Agreement.

3. Term of Agreement

Unless terminated or extended, this Agreement covers the period 4/1/2026 through 3/31/2028. This Agreement shall become effective on the date this Agreement has been signed by every party. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Agency or to Grantee hereunder.

4. Project Activities

Grantee must perform the activities described in Exhibit A, Project Activities (the "Activities") in accordance with the terms and conditions of this Agreement and applicable law. Grantee must perform its obligations hereunder efficiently, effectively, and within applicable timelines, all to the satisfaction of Agency.

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

5. Consideration

- a. Agency has agreed to make a conditional award of funds to Grantee in an amount not-to-exceed \$150,000 ("Grant Funds"). Grant distributions will be made by Agency to Grantee in increments upon Agency's approval of Grantee's requests, as described in Exhibit A.
- b. Upon expiration or termination of this Agreement, Grantee must return all unexpended Grant Funds to Agency within 60 days.
- c. Grant Funds must be used to perform the Activities described in Exhibit A. Use of Grant Funds for activities not described in Exhibit A must be approved, in writing, by Agency in advance of such activity or activities.

6. Funding Appropriation

Grant Funds specified in Section 5 (Consideration) 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 Grant 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 Activities as described in Exhibit A, Project Activities is conditioned upon Agency receiving corresponding Grant Funds or other funds available to reimburse the costs of appropriate Activities. Grantee is not entitled to receive payment under this Agreement from any part of the Oregon state government other than Agency. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

7. Requests for Grant Funds

Grantee must request Grant Funds in such form and manner as is satisfactory to or required by Agency (see Exhibit D, Invoice Template). Submission of proper account records showing expenditures incurred or forecasted for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.

8. Nonexclusive Remedies Related to Funding

- a. Withholding of Grant Funds from Request

Agency may withhold any and all undisbursed Grant Funds from Grantee, if Agency, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Grantee obligations include, but are not limited to, providing complete, accurate, and timely reports satisfactory to Agency about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded Grant 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 Grant Funds in any expenditure category materially deviates from the Activities or is unsubstantiated by related documentation.

b. Redistribution or Retention of Grant Funds

If Grant Funds are not obligated for reimbursement by Grantee in a timely manner as determined by Agency in its sole discretion, Agency may reduce Grantee funding as it determines to be appropriate in its sole discretion and redistribute such Grant 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 Grant Funds from Grantee based on misrepresentation, underperformance, non-compliance, fraud, or expiration or termination of this Agreement.

9. Intentionally Omitted

10. Termination

a. This Agreement may be terminated at any time by mutual written consent of the parties.

b. Agency may immediately terminate this Agreement, in whole or in part, upon written notice to Grantee related to any material misrepresentation, malfeasance, negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one or more of Grantee's subrecipients, agents, representatives, contractors, successors, or assigns, as determined by Agency in its sole discretion.

c. Agency may, upon 30 days' written notice, terminate this Agreement, in whole or in part, for cause. 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 includes an act or omission by Grantee, its subrecipients, agents, representatives, contractors, successors, or assigns by which Grantee, as determined by Agency in its sole discretion, fails to timely or appropriately perform one or more 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:

- i.** Grantee fails to fulfill timely any of its obligations under this Agreement;
- ii.** Grantee fails to comply timely with directives received from Agency or from an agency that is the original source of the Grant Funds;
- iii.** Grant Funds are used improperly or illegally by Grantee;
- iv.** Funding for Activities are denied, suspended, reduced or eliminated;
- v.** 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 Activities under this Agreement or to pay for any such Activities from the planned funding source(s);
- vi.** Funding, appropriations, limitations, or expenditure authorization to expend Grant Funds is denied, suspended, reduced or eliminated;

- vii. Any certification, license, or certificate required by law to be held by Grantee or others to perform the Activities required by this Agreement is for any reason denied, revoked, suspended, limited, or not renewed;
 - viii. 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;
 - ix. 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.
- d. Grantee may, upon 30 days' written notice, terminate this Agreement, in whole or in part, if;
- i. Agency unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period; or
 - ii. Agency provides one or more material directives to Grantee that 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.
- e. Either party may terminate this Agreement 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.
- f. 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 for any additional expenditures that would obligate Agency to reimburse Grantee from Grant Funds or otherwise.
- g. 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.
- h. 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 must be delivered to Agency within 60 days of the date of termination or upon such date as requested by Agency.
- i. Termination of this Agreement shall not impair or invalidate any remedy available to Agency or to Grantee hereunder, at law, or otherwise.

11. Conflict of Interest

A conflict exists if a decision or recommendation could affect the finances of a public official or the finances of a relative of a public official. Other situations can also 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 or her ability to participate in the matter that gives rise to the conflict of interest.

Grantee must establish a conflict of interest policy that 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.

12. 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 against any Claim 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.

13. Compliance with Applicable Law

Grantee must comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to this 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 this 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 this Agreement and required by law to be so incorporated.

14. 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.

15. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given must be given in writing by personal delivery, email, or registered or certified mail, to Grantee's or Agency's Agreement Administrator at the address or email address set forth in the signature pages of this Agreement, or to such other persons or addresses as either party may hereinafter indicate pursuant to this Section. Any communication or notice so addressed and mailed becomes effective on the date indicated on the delivery confirmation. Any communication or notice delivered by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the communication or notice has been received by the recipient's email system or by confirmation of delivery through any other technological means. Any communication or notice by personal delivery becomes effective when actually delivered.

16. Confidentiality

Grantee must, and must require and cause its subrecipients and vendors to protect the confidentiality of all information concerning clients and applicants for and recipients of services funded by this Agreement. Neither Grantee nor its subrecipients or vendors shall release or disclose any such information except as necessary for the administration of the Activities 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 must be appropriately secured to prevent access by unauthorized persons.

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

17. Dual Payment

Grantee shall not be compensated for Activities 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 Activities provided under this Agreement. Any additional funds received through or for Activities arising under this Agreement must immediately be reported to Agency.

18. Monitoring Required

a. Agency Authorized to Monitor Grantee

Agency may monitor the Activities of Grantee and its subrecipients and vendors as it deems necessary or appropriate, among other things, to ensure Grantee and its subrecipients and vendors comply with the terms of this Agreement and that Grant Funds 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, and that performance is to the satisfaction of Agency. Monitoring activities may include any action deemed necessary or appropriate by Agency including, but not limited to the following: (1) the review (including copying) from time to time of any and all Grantee, subrecipient, and vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports, and requiring appropriate request for Grant Funds documentation as well as such other information and clarification as Agency deems appropriate, prior to providing payment approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance, and enforcing compliance of Grantee and its subrecipients, vendors, and their officers, employees, agents, contractors and other staff. Agency may utilize third parties in its monitoring and enforcement activities, including

monitoring by peer agencies. Agency monitoring and enforcement activities may be conducted in person, by telephone, and by other means deemed appropriate by Agency and may be effected through contractors, agents, or other authorized representatives. Grantee consents to such monitoring and enforcement by Agency and agrees to cooperate fully with same, including requiring by agreement and causing that its subrecipients, vendors, and contractors so cooperate.

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

b. Grantee Must Fully Cooperate

Grantee must 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 Grantee to perform its obligations under this Agreement.

c. Grantee Must Monitor its Subrecipients

Grantee must perform onsite visits to monitor the activities and expenditures of its subrecipients as is reasonable to ensure compliance with applicable 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 must be monitored to ensure, among other things, 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 this Agreement.

19. Monitoring: Observations and Findings

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

20. 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. Grantee must resolve findings and other required corrective actions within the timeframes reasonably given by Agency by written report or otherwise.

21. Remedies

- a.** If Agency determines, in its sole discretion, that Grantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any Agency directive or term of a corrective action plan, Agency may exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing Grant Funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of Grant Funds under this Agreement; (f) requiring corrective action as Agency may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Grantee's eligibility for other funding from Agency; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.
- b.** The rights and remedies of Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Grantee's remedies provided under this Agreement, by law, or otherwise, but Grantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other 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.

22. Expenditures Properly Supported

Expenditures and requests for Grant Funds must 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 this 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.

23. Unallowable Costs

Grantee must review and comply with the allowable costs and other provisions applicable to expenditures under 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.

24. Disallowance of Costs

Agency is not responsible for and will not pay for any costs disallowed either upon a request for Grant 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 must repay all disallowed costs to Agency upon written notice within 30 days or such shorter timeframe as may be specified by Agency.

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

25. Records Maintenance

Grantee must, and must require and cause its subrecipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement. Such records shall be retained by Grantee for a period of not less than 6 years after the termination of this Agreement.

Grantee and its subrecipients must 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.

26. 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 conducting audits or examinations, or making excerpts, transcripts, and copies. All records copied by Agency pursuant to this Section will be the property of Agency and Agency may take possession of such records. Grantee or subrecipient may retain copies of all records taken by Agency under this Section.

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

27. Reserved

28. Subrecipient Agreements

Grantee must require and cause its subrecipients to comply with all applicable provisions of this Agreement, which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to Agency. Grantee shall provide Agency with prior written notice before entering into any agreement with a subrecipient. Agency reserves the right to request that any such subrecipient agreement be submitted to Agency for review and approval by Agency. Agency shall make such request within 10 business days from the date of written notification from Grantee and shall complete such review and approve or disapprove of the subrecipient agreement within 10 business days after receipt of the subrecipient agreement from Grantee.

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

Grantee must have a written agreement with each subrecipient that is consistent with Grantee's Activities and 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;
- 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.

29. Fixed Assets

Grantee must, and must 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 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.

30. Insurance

Grantee must obtain and maintain insurance coverage in the types and amounts indicated in Exhibit B.

31. Grantee Status

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

Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers, and subcontractors is the sole responsibility of Grantee.

Grantee certifies that it is not employed by or contracting with the federal government for the Activities 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 any 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 (i) 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; (ii) violation of federal or state antitrust statutes; or (iii) 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; or

- 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>

32. 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.

33. Severability

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

34. Execution and Counterparts

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

35. Intentionally Omitted

36. Indemnity

Subject to applicable law, Grantee must, and must require by contract that its subrecipients must, 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 acts or omissions of Grantee or its officers, employees, subrecipients, subcontractors, or agents under or relating to this Agreement.

37. 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. None of Grantee’s representations, certifications, and other undertakings in this Agreement are False Claims Act Violations; and
- b. None of Grantee’s performance under this Agreement, including but not limited to any invoices, reports, or other Activities in connection with its performance of this Agreement, will constitute False Claims Act Violations.

For purposes of this section, a “False Claims Act Violation” means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

Grantee must immediately report in writing, to Agency, any credible evidence that a principal, employee, agent, contractor, 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.

38. Attorney Fees

In the event a lawsuit or other proceeding is instituted regarding this Agreement, the prevailing party in any dispute arising under this Agreement will be entitled, to the extent permitted by law, to recover from the other(s) its reasonable attorney fees and all costs and disbursements incurred at trial and on appeal. Reasonable attorney fees will not exceed the rate charged to OHCS by its attorneys who provide legal support on such lawsuit or proceeding. OHCS' liability for attorney fees shall be subject to the limits provided under Article XI, Section 7 of the Oregon Constitution.

39. Time is of the Essence

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

40. 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 Grantee, the Grant Funds, and the Activities contemplated by this Agreement to the same extent as if it were not a party to this Agreement, and in no event will Agency have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

41. Amendments

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

42. Merger Clause; Waiver

This Agreement and all exhibits and attachments, if any, 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 to terms of this Agreement shall bind the 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.

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 any state laws imposing taxes administered by the Oregon Department of Revenue or any requirements relating to local taxes administered by the Oregon 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-owned, or emerging small business enterprises certified under ORS 200.055 in obtaining any required contracts.
- D.** Grantee's and subrecipients' employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- E.** Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- F.** Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

[The remainder of this page has been left intentionally blank. Signatures 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.

Salem Housing Authority

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Grantee’s Agreement Administrator:

Kristin Retherford
360 Church Street SE, Salem, OR 97301
kretherford@cityofsalem.com
503-540-2486

SIGNATURE OF AGENCY’S AUTHORIZED REPRESENTATIVE

OREGON HOUSING AND COMMUNITY SERVICES

Signature: _____
Director, Affordable Rental Housing Division, OHCS

Date: _____

Agency’s Agreement Administrator:

Kimie Ueoka
725 Summer St. NE, Suite B, Salem, OR 97301
kimie.ueoka@hcs.oregon.gov
971-239-2950

Agreement Administrator Approval: _____
Kimie Ueoka

Date: _____

DEPARTMENT OF JUSTICE

Legal Sufficiency Approval: Signature or Exempt under OAR 137-045-0030

Date:

EXHIBIT A PROJECT ACTIVITIES

SECTION 1: BACKGROUND AND GOALS

According to the 2022 Oregon Housing Need Analysis, Oregon's communities need to add more than 550,000 units over the next 20 years. More than 30 percent of those units will house Oregon's lowest-income residents, and most will likely require public funding or subsidy. Building new units and preserving existing portfolios will require a significant public investment by local, state, and national funders. Developers and project sponsors throughout Oregon have been engaged in increasing their capacity to build new housing units and to oversee their affordable housing portfolios, ensuring accessible, affordable, and high-quality housing for low-income Oregonians.

Oregon Housing and Community Services (OHCS) established the General Housing Account Program Capacity Building funds to support the important role that local and regional housing partners play in fostering community, health, and housing stability. Nonprofit housing developers, local housing authorities, and Native nation (Tribal) housing entities are uniquely positioned within their communities to support placemaking and provide culturally specific and responsive housing and resident services. These entities are often able to combine various services and funding sources to maximize the number of units and are likely to maintain affordability for the applicable time period. Local governments also play a key role in facilitating the development and long-term viability of affordable rental housing projects. The General Housing Account Program's Capacity Building (GHAP CB) funds are made available by OHCS to support the capacity building of these entities in meeting their affordable multi-family rental housing development and operations project goals.

The goal of the GHAP Capacity Building resource is to build capacity among nonprofit affordable housing development organizations with specific housing development project plans or established portfolios to a) move organizations with existing project ideas along the path to project completion, b) support the longevity of existing properties of such organizations, c) refine and implement plans for organizational growth, and d) identify regional barriers and explore ways to overcome them.

The purpose of this Agreement is to develop the capacity of affordable rental housing developers, sponsors, and advocacy organizations, like Grantee, toward building, preserving, or operating affordable multi-family rental housing in Oregon. This will be accomplished by expanding Grantee's housing staffing levels and capacity, training for key asset management and development staff, and identifying opportunities for shared learning among Grantee and other organizations.

Salem Housing Authority's (SHA) mission is to assist low- and moderate-income families to achieve self-sufficiency through stable housing, economic opportunity, community investment, and coordination with social service providers. Salem Housing Authority serves approximately 11,000 Salem area residents within The Salem/Keizer urban growth boundary with safe and affordable rental housing assistance.

Salem Housing Authority is committed to building a stronger community through public housing, housing choice vouchers, affordable housing, and supportive services. They serve families, individuals, people with disabilities, and senior citizens.

Salem Housing Authority will use the capacity building funds to update and expand capacity of their current multifamily software. It will ensure accurate, timely compliance reporting, reducing staff burden and building long-term IT capacity. The funds will also help pay for two years of compliance monitoring and oversight by

Quadel and support necessary training our their new compliance analyst and property management staff in LIHTC, PBRA and HOME. Funds will also be used to organize and strengthen their IT infrastructure to better integrate with OHCS and partner programs data inputs to ensure accurate documentation and flow of information.

This investment will help Salem Housing Authority to secure critical state and federal funding, directly supporting the City of Salem's Housing Production Strategy goal of meeting the 3,649-unit affordable housing need.

The Salem Housing Authority is committed to strengthening operations to maximize funding opportunities and accelerate affordable housing development in their community. The capacity building grant will help to ensure their internal systems run efficiently, enabling them to focus on delivering new affordable units and preserving existing ones for Salem families

SECTION 2: PROJECT ACTIVITIES AND BUDGET

ACTIVITIES

Agency will disburse Grant Funds only for the costs of Activities that occur, including expenses incurred, during the term of the Agreement. All Activities must relate to Grantee’s capacity building needs with respect to development of publicly supported affordable rental housing or to management of an existing portfolio of projects.

Activities may include but are not limited to the following:

- Adding or expanding Grantee housing staff capacity, or to pay current housing development or asset management staff;
- Staff training, including professional certifications, memberships, and continuing education;
- Acquiring technical assistance, including contracting with consultants;
- Paying for the following project-related predevelopment soft costs (up to 10% of the total Grant Funds) such as:
 - Accounting and financial analysis;
 - Research, required audits, and legal consultant fees; and
 - Contracted support in developing project or other grant applications and preparing for long-term funding mechanisms;
- Service-enriched housing planning and coordination;
- Community engagement, networking, and collaboration related to organizational housing development and operating priorities;
- Acquiring hardware or software; and
- Paying for other expenses reasonably necessary to meet the affordable rental housing strategic priorities identified by the Grantee or by a regional housing strategy or planning group.

PLANNED ACTIVITIES

Activity	Year 1				Year 2				Data/Metrics	Outcome/Deliverable
	Q	Q	Q	Q	Q	Q	Q	Q		
Information Technology										
Information Technology Upgrade	X	X	X	X	X	X	X	X	Software to incorporate the Tax Credit and Multifamily software needs to align with State and Federal Regulations.	Allows better functionality than existing software and ease of use for the employees. Report accuracy.
Subcontracted Data Analyst work	X	X	X	X					Analyze and correct data transmissions	TRACS support; Account Reconciliation, Data true

										up and conversion support.
Compliance Improvements										
Compliance Monitoring Contract	X	X	X	X	X	X	X	X	Dashboard, Monitoring, Oversight	Help U Manage Compliance \$6 / unit per month for full service compliance monitoring
Compliance Analyst Training	X	X	X	X					Certifications and Confidence	Strengthen knowledge around LIHTC, HOME, PBRA
Property Management Training	X	X	X	X					Certifications and Confidence	Strengthen knowledge around LIHTC, HOME, PBRA

BUDGET

Agency will disburse Grant Funds only for the costs of Activities that occur during the Agreement term. Grantee’s administrative costs are limited to 15% of the total Grant Funds.

Budget Category	Performance Period	
	Year 1	Year 2
Personnel Costs		
Hardware / Software	53,397	52,769
Supplies		
Training & Education	5,000	5,000
Consultants / Contracts	33,834	
Staff Travel for Grant Activities		
Administrative/ Indirect Costs (up to 15% of total award)		
TOTAL <i>(\$150,000 combined maximum)</i>	92,231	57,769

SECTION 3: PROJECT EVALUATION/ REPORTING REQUIREMENTS

- a. Grantee must submit *semi-annual* progress reports to Agency (see Exhibit C, Progress Report Template). The partial progress reports are due by *Add date, Add date, Add date*, and the final progress report is due by *Add date and more if needed*.
- b. All reports must be complete and satisfactory to Agency. Grantee must also provide additional information and documents to Agency as Agency may require from time to time.

SECTION 4: DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using its Prolink system. Agency will disburse Grant Funds on a quarterly basis upon receipt of Grantee's requests for reimbursement (reference Exhibit D, Invoice Template), and in accordance with the schedule set forth below, subject to Agency's receipt of all required or requested information and documentation.

- c. \$150,000 will be made available for quarterly disbursement upon execution of this Agreement.
- d. Grantee's final request for disbursement must be received within 60 days of expiration or termination of this Grant.

With each request for disbursement or reconciliation, Grantee must provide information and documentation acceptable to Agency supporting expenditures. This may include but is not limited to expense reports, payroll reports, invoices, or any other documentation acceptable to prove actual costs incurred. Agency reserves the right to hold or change the funding schedule set forth above as determined appropriate by Agency. Reasons for holding or changing the funding schedule include, but are not limited to the following:

- Funding and progress toward goals do not align;
- Grantee requests a delay in the funding schedule; or
- Progress reports or requests for information have not been fulfilled.

[The remainder of this page has been left intentionally blank.]

EXHIBIT B
INSURANCE REQUIREMENTS

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit B prior to performing under this Agreement. Grantee shall maintain such insurance in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made 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. All 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.

If Grantee maintains broader coverage and/or higher limits than the minimums shown in this insurance requirements exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee.

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 contractors and subgrantees 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 contractors and subgrantees complies with these requirements.

As applicable, Grantee shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Grantee shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the State. This insurance must 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 must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Grantee shall provide 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.

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY:

Required Not required

Grantee shall provide 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 which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required Not required

Grantee shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Grantee. Coverage limits not less than \$150,000.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/ umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution 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, but only with respect to Grantee’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other activities to be performed under this Agreement.

Regarding Additional Insured status under the General Liability policy, we require 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. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

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).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Agreement, for a minimum of 24 months following the later of:

- (i) Grantee/Recipient 's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Grantee/Recipient termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this 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
PROGRESS REPORT TEMPLATE**

PROGRESS REPORT (DUE *Add date*)

FINAL REPORT (DUE *Add date*)

Reporting Period:

Grantee Organization Name:

Grant Agreement#:

Project Title: *ORCA Capacity Building Grant*

OVERALL PROJECT STATUS

Successes

[Briefly, what were your goals and what are some of the key successes in your capacity building project so far? Is there a story you would like to share with Agency's GHAP CB program and the public? Please focus on the impact of capacity building funds on meeting your development or portfolio management goals. Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the OHCS website; please include your written permission for this use.]

Challenges

[Briefly, describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]

Project Status Narrative

[Describe progress and efforts during this reporting period. Please include latest news, overall capacity building status, milestones accomplished, recruitment strategies, evaluations, data collected, and any additional comments or documents about the project you would like to share.]

Next Steps

[What are the next steps for capacity building in your organization and region?]

Policy Opportunities

[While conducting your work, has your organization observed opportunities for policy change that would benefit your development or preservation work or address the needs of other key stakeholders? Please provide specific examples and applicable related metrics.]

PROJECT FINANCES

Awarded: *Add amount*

Grant Expenditure to Date:

SPECIFIC PROJECT METRICS

Success measures:

Provide data or metrics that describe the outcomes achieved through your Grant-funded activities, as developed by Grantee and Agency, and provided to Agency.

CERTIFICATION

By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge.

Authorized signature

Date

Typed or printed name:

Title

Email Address:

Telephone:

Date report submitted:

[The remainder of this page has been left intentionally blank.]

**EXHIBIT D
INVOICE TEMPLATE
ADD PROJECT NAME
Invoice**

A Microsoft Excel version is available upon request.

Invoice Period:		Invoice #:	
Grantee:		Grant #:	
		Total Grant Award:	
Contact:		Grant Period:	

SUMMARY OF REQUEST					
BUDGET CATEGORY	TOTAL BUDGET AMOUNT	Current Request	Total Previous Requests	Total Expenses to Date	AVAILABLE BUDGET
TOTALS:					

Certification: I certify to the best of my knowledge and belief that this invoice is correct and complete and that all expenses are for the purposes set forth in the Grant. I understand that these expenses are subject to future audit.		
ORIGINAL SIGNATURE REQUIRED FOR PAYMENT		
Authorized Signature	Title	Date Invoice Submitted

GRANTEE MUST UPLOAD INVOICES AND SUPPORTING DOCUMENTATION TO THE PROCOREM WORKCENTER.

FOR OHCS USE ONLY	
I have reviewed this information and approve payment on this request.	
OHCS Agreement Administrator	Date Approved