



## **Affordable Housing Alliance**

### **PAGE Grant Program Affiliate Agreement**

This PAGE Grant Program Affiliate Agreement (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”) by and between **Affordable Housing Alliance, Inc.** a New Jersey non-profit corporation with offices at 59 Broad Street, Eatontown, New Jersey 07724, (hereinafter, “AHA”), and \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (hereinafter “Affiliate”). AHA and Affiliate are sometimes collectively referred to herein as the “Parties” and each individually as “Party.”

**WHEREAS**, the Payment Assistance for Gas and Electric Program (the “PAGE Grant Program”) is a New Jersey (the “State”) state-wide program intended to assist eligible applicants (the “Applicants”) who are in a temporary need of assistance with paying their gas and/or electric bill;

**WHEREAS**, the Board of Public Utilities (“BPU”) has determined that the AHA shall administer the PAGE Grant Program, and without limiting the generality of the foregoing, the AHA shall accept, review and approve applications and disburse the PAGE Grant Program Funds pursuant to the terms and conditions of the Agreement dated December 2, 2013 (the “Grant Agreement) by and between the BPU and the AHA;

**WHEREAS**, in order to provide the most efficient and accurate service to eligible Applicants, applications for the PAGE Grant Program (“Applications”) can be submitted to and reviewed by various community agencies throughout the State;

**WHEREAS**, Affiliate would like to receive and review Applications and the AHA is agreeable to same.

**NOW, THEREFORE**, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound agree as follows:

1. Processing of Applications. Upon the terms and subject to the conditions set forth in this Agreement, Affiliate agrees to accept and review Applications, and approve Applicants that qualify for the PAGE Grant Program, and the AHA agrees to compensate Affiliate therefor, all as further described below.

2. Representations and Warranties.

- a. Representations and Warranties of Affiliate. Affiliate is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State. Affiliate has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. All acts and other proceedings required to be taken by or on the part of Affiliate to authorize the execution, delivery and performance of this Agreement have been duly and properly taken. This Agreement has been duly executed and delivered by the Affiliate and constitutes a legal, valid and binding obligations of Affiliate. Affiliate has executed and delivered a Subcontractor Certification dated on or about the date for the benefit of the State (the "Subcontractor Certification").
- b. Representations and Warranties of AHA. AHA is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State. AHA has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. All acts and other proceedings required to be taken by or on the part of AHA to authorize the execution, delivery and performance of this Agreement have been duly and properly taken. This Agreement has been duly executed and delivered by the AHA and constitutes a legal, valid and binding obligations of AHA.

3. Covenants and Agreements of Affiliate. From the date hereof until the expiration or termination of this Agreement, and except as otherwise contemplated by this Agreement, Affiliate covenants and agrees to:

- a. Follow all of the regulations and guidelines, as amended and updated from time to time, set forth by the AHA in connection with the PAGE Grant Program (the "Guidelines");
- b. With respect to all services and goods Affiliate provides pursuant to this Agreement or in furtherance of this Agreement or the Grant Agreement, Affiliate shall comply with, and shall be bound by, all terms of the Grant Agreement (excepting only (i) those terms, if any, requiring the provision of goods or services not required by this Agreement, (ii) the following Sections of the General Terms and conditions of the Grant Agreement: IV, IX, X, XI, XIII, XV, XVI and XXI, and (iii) Attachment E) as though it were the AHA and as though all such terms were explicit terms of Affiliate for the benefit of the State as third party beneficiary. Affiliate acknowledges that the AHA has given it a complete copy of the Grant Agreement and that it is familiar with all of the terms of the Grant Agreement;

- c. Designate specific hours of operation: Hours of operation must exceed 30 hours per week; and designate assigned specific staff to the PAGE Grant Program.
  - d. Fill out a complete intake form for each Applicant to determine Applicant's eligibility therefor;
  - e. Process all Applications in accordance with the Guidelines and as set forth in this Agreement;
  - f. Accept only documents as specified in the Guidelines as being required documents for Applications;
  - g. Input all eligible Applicants into the PAGE Grant Program database system;
  - h. Approving the award of grant monies based on the needs of the eligible Applicants and according to the Guidelines;
  - i. Communicate with Applicants if such Applicant's Application is missing documents;
  - j. Communicate with Applicants when an Applicant is approved or denied for PAGE Grant Program grant monies;
  - k. Distribute PAGE Grant Program information according to the Guidelines; and
  - l. Maintain the integrity of the PAGE Grant Program at all times;
  - m. Participate in initial training and annual site assessments; and
  - n. Implement and adhere to any Corrective Action Plan, if established by the AHA as a response to the results of any Quality Assurance Survey.
4. Affiliate's Covenants Regarding Access to Service and User Logins/Passwords for PAGE Grant Program Computer Service.
- a. Affiliate acknowledges and agrees that the AHA has entered into an agreement with NetSuite, Inc. ("NetSuite") for the online business application suite (the "Service") that will enable the AHA and Affiliate to process Applications. Affiliate acknowledges that Affiliate is responsible for (i) all activities conducted under Affiliate's User logins/passwords with respect to any and all of Affiliate's use of the Service, and (ii) Affiliate's Users' compliance with the terms contained in this Agreement. Affiliate further acknowledges that Affiliate is responsible for any and all communication and all other data of any kind contained within emails or otherwise entered electronically through the Service under the User login(s)/password(s) assigned to Affiliate. Affiliate agrees that any communication sent under the User login(s)/password(s) assigned to Affiliate will be deemed to have been sent by Affiliate.

- b. From the date hereof until the expiration or termination of this Agreement, Affiliate covenants and agrees that:
- i. Affiliate will only assign one designated individual to each unique User login/password received by Affiliate from the AHA, and that Affiliate will only permit that designated individual to utilize the Service under the assigned unique User login/password; for clarification purposes, Affiliate agrees that User logins/passwords will not be “shared” between or among individuals, and that no User login/password will be used by more than one User;
  - ii. Affiliate will promptly inform the AHA should Affiliate need to reassign any User login/password to another individual User; if a User login/password needs to be reassigned to another individual, such User login/password shall not be utilized by Affiliate until the AHA notifies Affiliate that such User login/password has been reassigned;
  - iii. Affiliate will maintain each User login/password as confidential;
  - iv. Affiliate has the appropriate network connections that will connect Affiliate to the Service, including, but not limited to “browser” software that supports the applicable protocol, including Secure Socket Layer (SSL) protocol; if Affiliate does not have the appropriate network connections, Affiliate will obtain such network connections at its sole cost and expense;
  - v. Affiliate’s use of the Service shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use, or time-sharing of the Service;
  - vi. Affiliate shall not and shall not permit any third party to copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form;
  - vii. Affiliate shall not and shall not permit any third party to use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service;
  - viii. Affiliate shall not and shall not permit any third party to use the Service in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights;
  - ix. Affiliate shall not and shall not permit any third party to publish, post, upload or otherwise transmit any data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere

with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;

- x. Affiliate shall not and shall not permit any third party to use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service;
- xi. Affiliate shall not and shall not permit any third party to use the Service to target for solicitation any NetSuite customers for purposes of providing any competitive product;
- xii. Affiliate shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify the AHA of any unauthorized access or use and any loss or theft or unauthorized use of any User logins, passwords, names and/or Service account numbers;
- xiii. Affiliate will cease using all User logins/passwords upon the expiration or termination of this Agreement; and
- xiv. Affiliate shall provide the AHA with fifteen (15) days advance written notice if Affiliate will be ceasing operations. Affiliate agrees to return all PAGE Grant Program files, including all copies thereof, whether paper or electronic (“PAGE Files”), along with such advance written notice that Affiliate will be ceasing operations.

5. Compensation. Affiliate will be compensated on a monthly basis by the AHA based on the following: \$30 per approved Application to Affiliate.

6. Covenants and Agreements of AHA. AHA covenants and agrees that:

- a. AHA will provide Affiliate with annual training and a training manual as it relates to the internal application processing of the database system for the PAGE Grant Program.
- b. AHA will provide Affiliate with a policy and procedural manual that outlines the purpose and intent of the PAGE Grant Program, the PAGE Grant Program Guidelines and the professional code of conduct and ethics of the PAGE Grant Program.
- c. AHA will provide Affiliate with feedback from the Quality Assurance Surveys that the AHA conducts. Affiliate acknowledges that Quality Assurance Surveys will be mailed by the AHA to Applicants and that Applicants will return such survey directly to the AHA. A Corrective Action Plan will be established if necessary.
- d. AHA will provide Affiliate with User logins/passwords for the Service.

7. Audit. Affiliate acknowledges and agrees to be reviewed within the first ninety (90) days of implementation by Affiliate of the PAGE Grant Program; thereafter, Affiliate acknowledges

and agrees that subsequent reviews shall be ninety (90) days after the previous review, if necessary. Both parties shall comply with the audit requirements of the Department of the Treasury Circular Letter 0404-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

8. Term and Termination.

- a. This Agreement shall commence on the Effective Date and end on December 31, 2015 (the “Initial Period”); provided, that, this Agreement may be automatically renewed for up to five (5) additional one (1) year periods, beginning on January 1<sup>st</sup> of each year, and ending on December 31<sup>st</sup> of such year (each a “Renewal Period”), unless either Party elects not to renew the Initial Period or a Renewal Period by notifying the other Party of such election not less than fifteen (15) days prior to the scheduled termination date of the Initial Period or Renewal Period, as applicable. Notwithstanding anything to the contrary contained herein, this Agreement cannot be renewed beyond, and will automatically terminate on, December 31, 2018, which is the expiration of the grant period for the PAGE Grant Program.
- b. This Agreement may be terminated by either Party upon fifteen (15) days advanced written notice to the other Party.
- c. This Agreement will automatically terminate (i) if the State Legislature fails to appropriate funds, (ii) if there is an absence of available funding appropriations, (iii) if Affiliate ceases operations at any time, or (iv) on December 31, 2018.
- d. Affiliate acknowledges and agrees that the funding of the PAGE Grant Program is expressly dependent upon the availability to the BPU of funds appropriated by the State Legislature. The AHA shall not be in breach of this Agreement as a result of the failure of the State Legislature to appropriate funds or the absence of available funding appropriations. In no event shall this Agreement be construed as a commitment by the AHA to disburse PAGE Grant Program funds beyond the termination or expiration date of the Grant Agreement.
- e. Upon termination of this Agreement for any reason, Affiliate agrees that it will return to the AHA all PAGE Files. If this Agreement is terminated by Affiliate pursuant to Section 8(b) above, Affiliate agrees that it will return all PAGE Files along with such advance written notice as provided in Section 8(b). Upon termination of this Agreement for any other reason, Affiliate agrees that it will return to the AHA all PAGE Files within ten (10) days of such termination.

9. Indemnification. Affiliate shall defend, indemnify, protect, and save harmless the AHA, its officers, agents, servants, representatives and employees from and against any damage, claim, demand, liability, obligation, judgment, loss, fine, penalties, expense, or cost (including attorney’s fees) (collectively, “Damage”) arising, or claimed to arise, from, in connection with, or as a result of (i) any act or omission of or by Affiliate in connection with this Agreement, the Grant Agreement and/or the Subcontractor Certification, or (ii) any third party claim, including,

without limitation any claim by NetSuite or any software licensor of the AHA, related to any act or omission of or by Affiliate in connection with this Agreement, the Grant Agreement and/or the Subcontractor Certification, regardless of whether such act or omission was undertaken by Affiliate, its officers, directors, agents, servants, employees, subcontractors, representatives or any other person at its request, subject to its direction, or on its behalf, except for any Damage arising from the gross negligence or willful misconduct of the AHA. This indemnification shall continue in full force and effect after the termination or expiration of this Agreement.

#### 10. Miscellaneous.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties, whether written or oral, consistent or inconsistent with this Agreement.
- b. Binding Agreement and Assignability. All covenants and obligations contained herein shall inure to the benefits of the Parties hereto and their respective successors and assigns. This Agreement is not assignable or transferable by either Party.
- c. Notices. Any notice or other communications hereunder shall be in writing and sent via U.S. Postal Service certified mail, return receipt requested or hand delivery to the principal address of the party set forth in the preamble to this Agreement or such other addresses as the Parties may designate by written notice given under this Agreement.
- d. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of New Jersey. The Parties agree that any court of competent subject matter jurisdiction in New Jersey shall exercise personal jurisdiction over the Parties hereto for purposes of resolving any dispute arising out of this Agreement.
- e. Severability. All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the Parties. If any covenant set forth herein is found by any court having jurisdiction to be too broad or too restrictive, then the covenant shall nevertheless remain effective, but shall be considered amended to a point considered by said court as reasonable and, as so amended, shall be fully enforceable.
- f. Waiver. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

- g. Modification. No modification to any provision hereof shall be effective unless stated in writing and signed by both Parties hereto.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall take effect as an original, and all of which, together, shall evidence one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**AFFORDABLE HOUSING ALLIANCE, INC.**

By: \_\_\_\_\_

Name: Donna Blaze

Title: CEO

**AFFILIATE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: