



Oregon

Kate Brown, Governor

Construction Contractors Board

www.oregon.gov/ccb

Mailing Address

PO Box 14140

Salem, OR 97309-5052

Phone # 503-378-4621

Fax # 503-373-2007

June 22, 2016

Aypo, LLC
dba AAA CCB Contractor Certification
Tony Bowers
531 NE F Street
Grants Pass OR 97526

RE: Pre-Licensure Training Authorization Agreement No. 915-314

We look forward to working with you.

Enclosed is your signed copy of the agreement, which begins on July 1, 2016.

Please note that you must keep your business names actively registered with the Secretary of State, Corporation Division, and workers' compensation insurance in effect (if applicable) during the entire agreement time period.

Note: Your course approval process for pre-licensure training educational materials is separate from the agreement renewal process.

If you have any questions about the agreement, please feel free to contact me at (503) 934-2185.

Thank you. We look forward to helping make your business a success.

Sincerely,

Catherine Dixon
Procurement Specialist
Administrative Services
(503) 934-2185
catherine.a.dixon@state.or.us

L-agreement signed.docx



**CONSTRUCTION CONTRACTORS BOARD
PRE-LICENSURE TRAINING AUTHORIZATION AGREEMENT
Agreement No. 915-314**

This Agreement is between the State of Oregon, acting by and through the Construction Contractors Board, hereafter called the Agency, and Aypo, LLC dba AAA CCB Contractor Certification, hereafter called the Provider.

**SECTION 1
DATE AND DURATION**

The Agreement becomes effective on the date this Agreement has been fully executed by all parties. Unless terminated or extended, this Agreement shall expire on June 30, 2018. Expiration shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any breach of a Provider warranty or any default or defect in Provider performance that has not been cured. In the event expiration of this Agreement occurs and a new Pre-Licensure Training Authorization Agreement has not been executed, the terms of this Agreement will continue until terminated or a new Agreement executed.

**SECTION 2
CONSIDERATION AND SERVICES PROVIDED**

By entering into this Agreement and approving Provider, Agency authorizes Provider to offer pre-licensure training, using the agency-approved Reference Manual. The cost of tuition, fees, books, reference manuals or other expenses shall be paid by the student-participants enrolled in the pre-licensure training directly to Provider. Provider shall look exclusively to the student-participants for the payment of compensation, and shall be exclusively responsible for collection of this compensation. No payments shall be made by Agency to Provider. Agency shall not reimburse Provider for its travel or other expenses.

In order to become and remain an approved pre-licensure training Provider under OAR Chapter 812 Division 6, all individual providers and provider organizations must sign a written training authorization agreement with the Agency. Pursuant to the terms of this Agreement and the requirements of OAR Chapter 812, Division 6, Provider agrees to meet all Provider obligations and other terms set forth in this agreement.

**SECTION 3
PROVIDER'S OBLIGATIONS**

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Section 3.01 Valid Business Entity

Provider must be a valid business entity authorized to transact business in the State of Oregon.

Section 3.02 Information

Provider must provide the following information in writing to students:

- Refund Policy.
- The length of time students have to complete self-study courses.
- The availability period and contact information for the instructor to answer questions on the material.

Provider must provide the following information to Agency:

- Mailing address and a street address of its physical location (if Provider maintains a different mailing or delivery address),
- Telephone number.
- Fax number (if available),
- Email address,

- Website address,
- The name, address and telephone number of Provider's contact person and contract administrator responsible for this Agreement, and
- Students' cost for Provider's pre-licensure training and whether or not that cost includes providing students with a current Reference Manual.

Provider must notify Agency of any changes in pre-licensure training format, contact information, or cost within 10 business days of the changes.

Section 3.03 Pre-Licensure Training

Provider must provide a minimum of 16 clock hours (not credit hours) of pre-licensure training in the subject areas identified in the Reference Manual and OAR 812-006-0250. Qualifying clock hours excludes time for registration and breaks.

Where pre-licensure training is obtained through an individual study system (rather than in a live classroom format), Provider must provide a log or other document or method for students to record the times they begin and end each study session. To satisfy the verification requirements in OAR Chapter 812, Division 6, the total time recorded may not be less than 16 clock hours. Provider must require individual study students to submit to Provider completed and verified logs or other similar records, before transmitting notice of student completion to approved testing administrator.

Where pre-licensure training is presented in a live classroom format, the student must physically attend 16 clock hours of the required pre-licensure training before the Provider transmits notice of student completion to the testing administrator.

In accordance with Section 3.09, Provider must maintain for a period of at least six years all registration information, student logs or similar records of pre-licensure training. Such records must be made available to Agency upon request.

Provider may offer, but may not require students to pass Provider's practice tests or pre-tests in order to complete Provider's pre-licensure training.

Provider must verify that each student has a current copy of the Reference Manual.

Provider must maintain a current understanding of all Agency statutes and rules, forms and procedures to ensure that the most current information is included in all pre-licensure training. Provider must communicate to its trainers and students any changes to statutes, rules, Agency forms or procedures. The Provider has 30 days from the effective date of any changes to notify its trainers and students of statute and rule changes, or other program modifications made by the Agency.

Provider must offer pre-licensure training without restriction to all individuals who want to utilize Provider's pre-licensure training and who pay the Provider's required fee. Provider may not impose any pre-approval or prequalification requirements. Provider must provide the pre-licensure training materials in compliance with ADA requirements and may in no case discriminate against a student or training applicant based on one's protected class status.

If Provider issues a pre-licensure training completion certificate to students it must clearly indicate the certificate is for the student's files only. Provider-issued pre-licensure training certificates are not considered evidence of completion for purposes of taking a test or for applying for licensure with Agency.

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Section 3.04 Trainer Qualifications

Providers may employ trainers or, with prior approval, subcontract for training services; provided, however, that Provider must only use approved trainers that qualify under OAR 812-006-0200. Trainers include any of the following persons; (1) those teaching live classes; (2) those providing oral information or instruction; (3) those that developed or are developing course curriculum and materials; and (4) those that are available to answer questions as required under Section 3.05. Provider must submit to Agency, in a format required by the Agency, the names of its trainers, their subject areas of pre-licensure training, and copies of each trainer's resume or work history summary. Provider must request, in writing, Agency approval of all trainers at least 10 business days before the date the trainer is scheduled to teach. Provider must obtain trainer approval from the Agency before the trainer actually performs any pre-licensure training.

Provider and its trainers cannot be Responsible Managing Individuals (as that term is defined in ORS 701.005 (16)) of an active CCB licensee.

Section 3.05 Student Contact with Trainers

Provider must provide a mechanism for students to contact Provider's trainers for a period of at least 90 days after the date a student enrolls with Provider to answer questions about covered subjects. The trainer must be available to students, other than during a live class session, at least one hour block of time per week during the 90-day period.

Provider must give students information on how to contact its trainers. Information must include the trainers' hours of availability and the length of time the Provider offers the student support. This length of time must be either the 90 day minimum requirement, or the time the Provider offers extended student support.

Section 3.06 Verification of Student Identification

Provider must require students to submit to Provider an approved government-issued photographic identification number before pre-licensure training offered by Provider commences. Approved government-issued photographic identification includes a driver's license, a DMV identification card, a passport, a military ID card or a Resident Alien Card (INS Form I-551) commonly called a green card.

Section 3.07 Pre-Licensure Training Environment

Provider must offer all trainer-led classes in a professional learning environment, meaning a setting that is appropriate to its purpose and is free of alcohol and drugs. Provider must offer pre-licensure training in a location and manner accessible to persons with disabilities.

Provider's trainers may not use the pre-licensure training to sell services or products, including, but not limited to, insurance, bonds, legal services, accounting services or business assistance. Trainers may provide business cards to students, but may not provide advertising or marketing materials.

Section 3.08 Providing Pre-Licensure Training Material to Agency for Purposes of Review and Evaluation

Pre-licensure training materials used in addition to the required Reference Manual must be based on the current Reference Manual and the learning objectives contained in OAR 812-006-0250.

a. Material Review for Approval:

New Providers must provide a set of training materials and the materials must be approved prior to offering the first training. In the case of video- or audio-recorded pre-licensure training classes, CD, DVD, or other media formats, Provider must provide recordings on CD, DVD, or other such media, or permanent access to online web pages containing presentation materials, to Agency.

When making substantive changes or updates, or when a new or substantially revised edition of the Reference Manual is published, a revised set of materials must be provided to the Agency at least 14 days prior to using the material and must be approved by the Agency prior to use.

Provider must provide materials for review in the format that the students receive as well as in a standardized format appropriate for the Agency's review at the Agency's request.

b. Pre-Licensure Training Evaluation:

Provider must allow Agency's Board members or staff to attend or review any of its pre-licensure training classes upon request, free of charge and as space allows. In the case of video- or audio-recorded pre-licensure training classes, CD, DVD, or other media formats, Provider must provide recordings on CD, DVD, or other such media, or access to online web pages containing presentation materials, to Agency for review free of charge within 10 business days of Agency's request.

Agency Board members or staff attending or reviewing Provider's pre-licensure training to satisfy this provision may not receive course or pre-licensure training credit.

Agency may request that Provider make a video recording of a trainer-led class, at Provider's expense, and that Provider submit the recording to Agency within 30 business days of Agency's request for Agency review.

In addition to the above, Agency may, unannounced, attend live classes for the purpose of evaluating the pre-licensure training.

Section 3.09 Student Record Transmittal Requirements; Maintenance

Provider must transmit to the pre-licensure testing administrator, or any other designee as directed by Agency, in computerized electronic format, the full name (first, middle and last name), address, telephone number, email address, date of birth, ID type, and identification number of the student as listed on the government-issued photographic identification, submitted by the student in section 3.06. Provider must transmit the above information, the type of pre-licensure training the student received, within two business days of course completion.

Provider must maintain pre-licensure training completion records for a period of six years following a student's completion of Provider's pre-licensure training. Pre-licensure training completion records consist of a completion record for each student, including the full name of the student, the student's address, the student's email address, the student's date of birth, the student's identification number, the date of pre-licensure training completion, and registration information, study logs, or other similar records of pre-licensure training study.

Section 3.10 Pre-Licensure Training Cost Reporting

Provider must report the cost of its training to the Agency as part of its renewal application. Additionally, providers must email the Agency within 10 working days of *changing its costs* for pre-licensure training. Failure to provide timely cost updates may result in removal from the Agency's website and/or termination of this Agreement.

Section 3.11 Confidentiality of Student Identification Records

Provider must hold student identification records in strict confidence and must not use or disclose Student Identification Records except as required to perform its obligations pursuant to this Agreement. For the purposes of this section, "Student Identification Records" means any identification records obtained by Provider as required by this Agreement. "Student Identification Records" does not include information which is or becomes (other than by disclosure by Provider) publicly known.

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Section 3.12 Acquiring Agency's Test Questions

Providers acquiring or attempting to acquire Agency's test questions will result in the agreement being terminated.

Section 3.13 Use of the Oregon Contractor's Reference Manual

Providers are prohibited from offering, selling or delivering an electronic version of the Reference Manual that was provided for the development or revision of Provider materials.

Section 3.14 Release of Uncompleted Student Records

If Provider terminates, is terminated or does not renew the Agreement, the Provider must provide to the Agency all of the student registration records as indicated in 3.09 and study logs of those students who:

- a. Purchased the pre-licensure training prior to the termination or expiration of the Agreement and have not completed the pre-licensure training; as well as records for those students who
- b. Purchased and completed the pre-licensure training prior to the termination or expiration of the Agreement but whose information has not been transmitted electronically to the test administrator.

The above does not apply to a Provider who applies as a new business entity. Providers that have expired or terminated, and apply as a new business entity, must continue to support, manage and maintain records and transmit student data upon completion of pre-licensure training a student obtained from the previous business.

- a. Provider must notify students of the business entity change; and
- b. Must provide the information required to be provided to the students in Section 3.02.

Section 3.15 Exhibits

Exhibit A entitled "Pre-Licensure Training Provider Renewal Form" and Exhibit B entitled "Major Requirements for Approved Providers" are incorporated by this reference.

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SECTION 4 AGENCY'S OBLIGATIONS

Section 4.01 Pre-Licensure Training/Changes

Although it is Provider's responsibility to remain current on all applicable statutes, rules, form and procedures, Agency will strive to notify Provider of any changes in statutes, rules, Agency forms and procedures.

Section 4.02 Trainer Qualifications

Agency will review the information submitted by Provider and will approve trainers who have experience as outlined in OAR 812-006-0200. Agency will notify Provider of its approval, or disapproval, of each of the Provider's trainers whose names were submitted to the Agency.

Section 4.03 List of Providers

Agency will make available a list of approved Providers. The list may include the name of the Provider, telephone number, e-mail address, website, the type of pre-licensure training offered (e.g. home study, live classroom, web based, or other media), the cost for the pre-licensure training and whether or not the cost includes the Reference Manual. Agency may limit or edit content of submittals for inclusion in Agency publications or website information.

Section 4.04 Publication of Test Results

Agency may publish or otherwise publicize the pass-fail rates of Provider's students (without identifying any individual student), based on a minimum consecutive three-month period.

**SECTION 5
DEFAULT AND TERMINATION**

Section 5.01 Events of Default

The following events constitute default under this Agreement:

- a. Provider's pre-licensure training does not cover the topics outlined in OAR 812-006-0250;
- b. Provider (or its employees or trainers) submit false or inaccurate records to Agency;
- c. Provider fails to perform or observe the terms of this Agreement.

Agency will provide written notification to Provider of any default, specifying the default and giving Provider at least 10 business days from the date of notice to cure the default.

Section 5.02 Termination

- a. *Mutual Consent.* The Agreement may be terminated at any time by mutual written consent of the parties.
- b. *Agency.* Agency may, in its sole discretion, terminate this Agreement, immediately upon notice to Provider, or at a later date as Agency may establish in the notice, in the event that after an opportunity to cure a default, Provider remains in breach under section 5.01.

Provider must stop performance under this Agreement as directed by Agency in any written notice of termination delivered to Provider under this section 5.02 (b).

- c. *Provider.* Provider may terminate this Agreement immediately upon written notice to Agency, or at a later date as Provider may establish in the notice.
- d. *Agency's Right to Terminate for Cause.* Agency may terminate this Agreement, in whole or in part, immediately upon notice to Provider, or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:
 - (1) Federal or state law, regulations or guidelines are modified or interpreted in such a way that the performance of Provider's obligations are prohibited or impaired;
 - (2) Provider commits any breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform within the times specified (or any extension thereof) and such breach, default or failure is not cured within 10 business days following the date of Agency's notice, or such longer period of cure as Agency may specify in such notice;
 - (3) Provider fails to comply with applicable Oregon laws, including OAR chapter 812 Division 6;
 - (4) Provider offers pre-licensure training in an environment where alcohol or drugs are being used or made available.
- e. *Remedies.* If Agency terminates this Agreement pursuant to subsection (d) of this section, Agency may propose to revoke or suspend the approval issued under OAR Chapter 812 Division 6 or may immediately suspend Provider's approval issued under OAR chapter 812 Division 6. If Provider requests a hearing after notice to Provider of such action, Provider will be entitled to a hearing in accordance within the terms of the Administrative Procedures Act and applicable rules.
- f. *Provider's Obligation upon Termination.* Upon termination of this Agreement, Provider shall immediately cease all pre-licensure training activities authorized by this Agreement and provide the Agency with the

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names and contact information of each student currently enrolled who has not completed pre-licensure training. Notwithstanding termination, Provider's obligations under this Agreement shall continue with respect to all training and programs offered or provided prior to the effective date of termination.

SECTION 6 MISCELLANEOUS PROVISIONS

Section 6.01 Fully Executed Agreement and Contractor's Representations and Warranties

- a. Provider may not offer or provide, nor shall its employees or contractors offer to provide, any part of the pre-licensure training until there is a fully executed Agreement with Agency.
- b. Provider represents and warrants to Agency/the State that:
- (1) Provider has the power and authority to enter into and perform this Agreement.
 - (2) This Agreement, when executed and delivered, is a valid and binding obligation of Provider, enforceable in accordance with its terms.
 - (3) Provider (to the best of Provider's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Agreement, faithfully has complied with:
 - (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - (B) Any tax provisions imposed by a political subdivision of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed by Provider;
 - (C) Any tax provisions imposed by a political subdivision of this state that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and
 - (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- c. Any Services delivered to Agency/the State under this Agreement, and Provider's Services rendered in the performance of Provider's obligations under this Agreement, shall be provided to Agency /the State free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Section 6.02 Compliance with Applicable Laws and Standards

- a. Provider must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in this Agreement.
- b. Any violation of subsection 1 of this section shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, in this Agreement that Provider has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle Agency/ the State to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:
- (1) Termination of this Agreement, in whole or in part;
 - (2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Provider, in an amount equal to State's setoff right, without penalty; and

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- (3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency/the State shall be entitled to recover any and all damages suffered as the result of Provider's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency/the State may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

Section 6.03 Subcontracts.

- a. SUBCONTRACTS. Provider may not enter into any subcontracts for any of Services required under this Agreement without Agency's prior written consent. In addition to any other terms and conditions Agency may require, Provider shall include in any permitted subcontract terms and conditions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were Provider with respect to sections 6.03, 6.06, 6.11 and 6.15. Agency's consent to any subcontract shall not relieve Provider of any of its duties or obligations under this Agreement.
- b. Provider may not assign, delegate or transfer any of its rights or obligations under this Agreement without Agency's prior written consent. Agency's written consent does not relieve Provider of any obligations under this Agreement, and any assignee, transferee, or delegate is considered Provider's agent.
- c. The provisions of this Agreement are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

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Section 6.04 Third Party Beneficiaries

Agency and Provider 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 not held by or made generally available to the public, 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. Providers' students are intended beneficiaries of the terms of this Agreement.

Section 6.05 Independent Contractor; Responsibility for Taxes and Withholding

- a. Provider shall provide all pre-licensure training Services to students as an independent contractor. Although Agency may evaluate the quality of Provider's performance, Agency cannot and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing any Services required by this Agreement. Provider certifies, represents and warrants that Provider is an independent contractor of Agency under all applicable State and federal laws. Provider is not an "officer," "employee," or "agent" of Agency as those terms are used in ORS 30.265.
- b. If Provider is currently performing work for state or federal government, Provider by signature to this Agreement represents and warrants: Provider's performance of this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Provider's employing Agency (state and federal) would prohibit Provider's performance of this Agreement.
- c. Provider is responsible for all federal and state taxes applicable to compensation or payments paid to Provider by students under this Agreement. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Provider under this Agreement.

Section 6.06 Indemnity

- a. **General Indemnity:** Provider shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, directors, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever ("claims") resulting from, arising out of, or relating to acts or omissions of Provider or its officers, employees, subcontractors, or agents under this Agreement.
- b. **Indemnity for Infringement Claims.** Without limiting the generality of section 6.06(a), Provider shall defend, save, hold harmless and indemnify state, its agencies, officers, directors, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to any claims that the work, the work product or any other tangible or intangible item delivered under this Agreement by Provider that may be the subject of protection under any state or federal intellectual property law or doctrine, or agency's reasonable use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party ("infringement claim"); provided, that State shall provide Provider with prompt written notice of any infringement claim.
- c. State shall reasonably cooperate in good faith, at Provider's reasonable expense, in the defense of claims and infringement claims, and Provider shall select counsel reasonably acceptable to the Oregon attorney general to defend such claims and infringement claims and shall bear all costs of such counsel. Counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before counsel may act in the name of, or represent the interests of, State, its agencies, officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and at its own expense at any time State determines important governmental interests are at stake. Subject to the limitations noted above, Provider may defend such claims and infringement claims with counsel of its own choosing provided that no settlement or compromise of any such claims and infringement claims shall occur without the consent of state, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.07 Force Majeure

Neither Agency nor Provider shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Provider shall, however, make all reasonable efforts to remove or eliminate the cause of Provider's delay or breach and shall, upon the cessation of the cause, continue performing under this Agreement. Agency may terminate this Agreement upon written notice to Provider after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

Section 6.08 Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

Section 6.09 Integration and Merger

This Agreement constitutes 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.

Section 6.10 Governing Law

The Agreement is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. To the extent not modified by terms of the Agreement, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs the goods sold under this Agreement.

Section 6.11 Venue, Consent to Jurisdiction

Any claim, action, suit or proceeding (collectively, "Proceeding") between State and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. PROVIDER HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

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Section 6.12 Amendments; Waiver

Upon mutual consent, the parties may amend the Agreement at any time while the Agreement is in effect. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver, consent or amendment of terms of this Agreement shall bind either party unless in writing and signed by Agency and Provider, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Section 6.13 Notice

All notices required under this Agreement shall be in writing and addressed to the party's authorized representative. For State, the authorized representative is the Agency contact person identified in section 8.01. Provider's authorized representative is the contact person identified in section 8.02. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative.

Section 6.14 Access to Records:

Provider shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for minimum of six (6) years, or a longer period as may be required by applicable law, following Agreement termination or full performance, the period required by applicable law following Agreement termination or full performance, or until the conclusion of any audit, controversy, administrative action, or litigation arising out of or related to this Agreement, whichever ending is later. Provider shall maintain all financial Records in accordance with generally accepted accounting principles. During this Record-retention period, Provider shall permit State, its duly authorized representatives, and the federal government access to the Records at reasonable times and places for purposes of examination and copying.

Section 6.15 Foreign Contractor:

If Provider is not domiciled in or registered to do business in the State of Oregon, Provider shall file with the Secretary of State Corporation Division a request for authority to do business in Oregon. In addition, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies. Provider shall demonstrate its legal capacity to perform its contractual obligations under this Agreement in the State of Oregon before entering into this Agreement.

Section 6.16 Assignment of Antitrust Rights:

- a. Provider irrevocably assigns to State any claim for relief or cause of action which Provider now has or which may accrue to Provider in the future by reason of any violation of 15 USC § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to Provider for the purpose of carrying out Provider's obligations under this Agreement, including, at State's option, the right to control any such litigation on such claim for relief or cause of action.
- b. Provider shall require any subcontractors hired to perform any of Provider's duties under this Agreement to irrevocably assign to State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 USC § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to Provider in pursuance of this Agreement, including, at State's option, the right to control any such litigation on such claim for relief or cause of action.

Section 6.17 Survival:

In addition to all provisions which by their nature extend beyond Agreement termination or full performance, the following provisions shall remain in effect beyond any Agreement termination or full performance: sections: 5.02, 6.01, 6.04, 6.06, 6.10, 6.11, 6.14, 6.16, 6.17, and 7.

**SECTION 7
INSURANCE AND BOND**

Section 7.01 REQUIRED INSURANCE.

Provider shall obtain at Provider's expense the insurance specified in this Section 7 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods. Provider shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

a. WORKERS COMPENSATION.

All employers, including Provider, that employ subject workers, as defined in Oregon Revised Statute (ORS) 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements.

EMPLOYERS' LIABILITY.

If Provider is a subject employer, as defined in ORS 656.023, Provider shall obtain employers' liability insurance coverage.

b. PROFESSIONAL LIABILITY.

☐ Required by Agency ☒ Not required by Agency.

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. Provider shall provide proof of insurance of not less than the following amounts as determined by the Agency:

- ☐ \$2,048,300 Per claim limit for any single claimant; and
☐ \$4,096,600 Per claim limit for multiple claimants

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c. COMMERCIAL GENERAL LIABILITY.

☐ Required by Agency ☒ Not required by Agency.

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Provider shall provide proof of insurance of not less than the following amounts as determined by the Agency:

- ☐ \$2,048,300 Per occurrence limit for any single claimant; and
☐ \$4,096,600 Per occurrence limit for multiple claimants

AND

Property Damage:

- ☐ \$112,000 Per occurrence limit for any single claimant; and
☐ \$560,000 Per occurrence limit for multiple claimants

d. Automobile Liability.

☐ Required by Agency ☒ Not required by Agency.

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Provider shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death:

- ☐ \$2,048,300 Per occurrence limit for any single claimant; and
☐ \$4,096,600 Per occurrence limit for multiple claimants

AND

Property Damage:

- ☐ \$112,000 Per occurrence limit for any single claimant; and
☐ \$560,000 Per occurrence limit for multiple claimants

e. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance is acceptable. If Provider is using excess/umbrella insurance to meet the minimum insurance requirement, Provider's certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

Section 7.02 ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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Section 7.03 "TAIL" COVERAGE.

If any of the required professional liability insurance is on a "claims made" basis, Provider shall either 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) Provider's completion and Agency's acceptance of all Services required under this Agreement, or, (ii) The expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Provider shall provide to Agency, upon Agency's request, certification of the coverage required under this section 7.

Section 7.04 NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Provider or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement by Agency.

Section 7.05 CERTIFICATE(S) OF INSURANCE.

Provider shall provide to Agency Certificate(s) of Insurance for all required insurance before performing any Services required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Provider shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Provider shall immediately notify the Agency of any change in insurance coverage.**

Section 7.06 REQUIRED SURETY BOND.

Provider shall obtain at Provider's expense and maintain a surety bond in the amount of \$10,000, issued by a surety company authorized to do business in the State of Oregon, for the benefit of State of Oregon, Construction Contractors Board. The bond must be in the form "Approved Pre-Licensure Training Provider Surety Bond," dated June 24, 2014 (OAR 812-006-0205). The surety bond requirement does not apply to Oregon public community colleges or small business development centers (including BizCenter Online Learning).

SECTION 8

CONTACT INFORMATION, CERTIFICATIONS AND SIGNATURE OF PROVIDER'S AUTHORIZED REPRESENTATIVES AND ADDRESSES

Section 8.1 Contact Information

Agency Contract Administrator:

Construction Contractors Board
Cheryl Martinis
PO Box 14140
Salem OR 97309-5052

Phone: 503-934-2195
Email: cheryl.martinis@state.or.us

Agency's Contract Contact:

Catherine Dixon, Procurement Specialist
PO Box 14140
Salem OR 97309-5052

Phone: 503-934-2185
Email: catherine.a.dixon@state.or.us

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Section 8.2: Provider Authorized Representative:

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF PROVIDER.

The undersigned certifies under penalty of perjury both individually and on behalf of Provider that:

(A) The undersigned is a duly authorized representative of Provider, has been authorized by Provider to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Provider;

(B) By signature on this Agreement for Provider, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Provider and that Provider 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 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

(C) To the best of the undersigned's knowledge, Provider 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) Provider and Provider's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

(E) Provider is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and

(F) Provider is ☐ / is not ☐ a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

Provider (print Provider's name): @ Your Pace Online, LLC

Authorized Signature: 

By (print name): Anthony Bowers

Title: General Manager

Date: 5-26-2016

Contact Person (Type or Print): Anthony Bowers

Contact Telephone Number: (877) 724-6150

Contact Fax Number: (866) 333-9840

Contact E-Mail Address: tony6@yourpaceonline.com

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Contract Administrator: (Name) Anthony Bowers

Contract Administrator Phone: (877)724-6150

Mailing Address: 531 NE F Street, Grants Pass, OR 97526

Physical Address: _____
(if different than mailing)

Business Designation (check one):

☐ Professional Corporation ☐ Limited Partnership ☒ Limited Liability Company
☐ Limited Liability Partnership ☐ Partnership ☐ Sole Proprietorship
☐ Other _____

By signature on this Agreement, Provider hereby swears/affirms under penalty of perjury that to the best of his/her knowledge, Provider is not in violation of any of the tax laws described in ORS 305.380(4).

The undersigned authorized representative has read this Agreement and Agency's rules (OAR 812 Division 6) and agrees to comply with these terms.

Certification.

The individual signing on behalf of Provider hereby certifies and swears under penalty of perjury that: (a) the numbers shown on this form are Provider's correct taxpayer identification; (b) Provider is not subject to backup withholding because (i) Provider is exempt from backup withholding, (ii) Provider has not been notified by the IRS that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Provider that Provider is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Provider, (d) Provider is an independent contractor as defined in ORS 670.600; and (e) the supplied Provider data is true and accurate.

PROVIDER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.


PROVIDER:

BY:  Date: 5-26-2016
Anthony Bowers, General Manager
Authorized Representative

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AGENCY:

Construction Contractors Board

BY:  Date: 6/17/16
James Denno, Administrator



Oregon

Kate Brown, Governor

Construction Contractors Board

www.oregon.gov/ccb

Mailing Address:

PO Box 14140

Salem, OR 97309-5052

503-378-4621

FAX 503-373-2007

Contractors' Tax Identification Information

May 13, 2016

Aypo, LLC
dba AAA CCB Contractor Certification
Tony Bowers
531 NE F Street
Grants Pass OR 97526

Re: Pre-Licensure Training Authorization Agreement

The State of Oregon requires Providers to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable. The State of Oregon may report this information to the Internal Revenue Service (IRS). Providers must keep this information current at all times. Provider is required to notify the State of Oregon contract administrator within 10 business days if this information changes.

Provider/Contractor Tax Identification Information. Provider shall provide Provider's Social Security number or Provider's federal tax ID number.

Name (tax filing): At Your Pass Online, LLC

Address: 531 NE F Street, Grants Pass, OR 97526

Federal Tax ID#: 27-5090519 or

State Tax ID#: _____ (if applicable); or

SSN#: _____

The State of Oregon reserves the right to ask your firm to provide this information again at any time through the term of the Pre-Licensure Training Authorization Agreement.

Please return this completed form with your signed Pre-Licensure Training Authorization Agreement in the enclosed envelope to:

Construction Contractors Board
Attn: Catherine Dixon, Procurement Specialist
PO Box 14140
Salem OR 97309-5052

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Exhibit A

STATE OF OREGON Construction Contractors Board

201 High St SE Suite 600
Mail: PO Box 14140, Salem OR 97309-5052
503-378-4621



Pre-Licensure Training Provider Renewal Form

Date: 5-26-2016

SECTION 1. Contact Information

AYPO LLC

@ Your Pace Online, LLC

(Business/School/Organization Name)

AAA CCB Contractor Certification

(Assumed Business Name(s) - DBA(s))

AAA CCB Contractor Certification

(Name you want to list on CCB website)

Anthony Bowers (877)724-6150

(Contact Person Name & Phone No. (for CCB use))

Phone Number (for website):

(877)724-6150

Phone Number (public use):

(877)724-6150

Email Address (public use):

contact@aryourpaceonline.com

Website Address:

www.CCBLicense.com

Cost of Course with Manual:

\$ 139

Cost of the Course without Manual (if an option):

\$ NA

Check which type(s) of class best describes your courses:

- ☒ Study log and manual mailed; study materials online
☐ Study log, manual, and all study materials mailed (no computer needed)
☐ In-person class (classroom setting)
☐ Spanish option
☐ Other, describe: _____

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Provide a brief one line description of what is included in your class (not counting the manual):

Our course includes 10 chapter tests, 2 mid-point exams, 1 final test, & 1 bonus test to ensure potential licensees are ready for the state exam.

Examples of length of description:

1. Multiple online quizzes
2. Online workbook and quizzes
3. Lecture, handouts, quizzes

SECTION 2. Class Instructor List

Please list your current instructors and the chapters they teach below. An instructor is anyone who will be teaching the courses, responding to email or telephone questions about course content.

Subject Area	Instructor Names	Check instructor has 4 years' work experience or 4 years education, or any combination of both
EAHIX Course	Mike Melum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

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Training Materials (Check only one)

☒ I am using materials that I have developed.

☐ I am using materials (CD, DVD, handouts, booklets) purchased from an individual or business. I have enclosed a copy of a letter of authorization or purchase agreement from the business.

Training providers must make sure that all students have a current edition of the Oregon Construction Contractor's Reference Manual.

SECTION 3. Certification and Signature

I certify that the information contained in this renewal form is true and correct.

(Signature)

(Date)

By: _____
(Print Name)

MAJOR REQUIREMENTS FOR APPROVED PROVIDERS

Please review the following list of the major requirements. These requirements will help you determine that you will be able to comply with the major requirements for offering the training. Additional requirements are detailed in the administrative rules (OAR 812 Division 6) and in the Pre-Licensure Training Authorization Agreement.

1. Approved providers and their trainers must use the current CCB-approved course manual to prepare for and teach the 16 hours of training. The manual covers construction business practices and laws.
2. Approved providers must make sure that each student has a current CCB-approved manual, which the student may keep for reference after completion of the 16 hours of training and the test. Providers can buy course manuals directly from the publisher.
3. New or revised materials used to instruct students must be approved by the Agency prior to use.
4. All trainers must have at least four years' experience teaching adults or practical experience in the trainers' subject area or a combination of both. (Trainers are anyone who develops content, teaches the courses, responds to email inquiries or answers questions about course content, etc.)
5. Approved providers must submit all trainer changes to the CCB for approval at least 10 days before the trainer is scheduled to teach a CCB course.
6. Approved providers must give students information on contacting trainer(s) and hours of availability during the time students are completing the 16 hours of training. Additionally, approved providers will provide a mechanism for students to contact trainer(s) outside of the course for at least one hour a week for 90 days after enrollment in course.
7. Approved providers must enter accurate electronic course completion records to the test administrator's database within two business days of when the student completes the course. Access to the Internet using Internet Explorer is required.
8. Approved providers must allow CCB staff and board members to attend their trainer-led courses free of charge and as space allows for the purpose of reviewing the courses. Approved providers will provide a set of home study materials to CCB staff and board members free of charge for purposes of evaluation.
9. Provider must notify Agency of any changes in pre-licensure training format, contact information, or course prices within 10 business days of the changes. The CCB will adjust prices on the web on the first working day of every month.
10. Providers must keep their workers' compensation insurance and Secretary of State, Corporation Division Business Registry filing current during the terms of the Agreement.



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