



# **FUTURE READY OREGON WORKFORCE READY GRANTS**

## **Request for Applications (“RFA”) Round 3H: HEALTHCARE**

Grant Performance Period: July 1, 2024 – June 30, 2026

**HECC # 23-141**

Date Issued: May 31, 2024

Applications Due: July 31, 2024, 11:59 PM PDT

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For questions, clarifications, or if you need this material in a different format, please contact the SPC.

**FREE coaching and guidance on the application process** is available for Applicants and prospective applicants through Technical Assistance Providers contracted by HECC. These providers can support you throughout the application process to help determine eligibility and give feedback on your application. You can find their contact information in **Section 1.4** of this RFA. It is recommended that you contact them early in the application process.

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## **SECTION 1. INTRODUCTION AND OVERVIEW**

### **1.1 BACKGROUND**

The State of Oregon, acting by and through its Higher Education Coordinating Commission (“HECC”), is issuing this Request for Applications (“RFA”) to award grants to eligible entities that administer workforce programs in the health care sector as authorized by [ORS 660.400](#).

This RFA is informed by recommendations from the Future Ready Oregon Industry Consortia, which have identified industry-specific workforce needs in the state. HECC intends to make multiple awards for a total of \$18 million in response to this RFA between the two focus areas described in Section 2.2.1 below.

Applicants may submit Applications that propose projects in either or both focus areas. If an Applicant proposes multiple projects, the Applicant must submit individual Applications for each project. HECC will consider each project in isolation from the Applicant’s other Applications.

### **1.2 COMMITMENT TO DIVERSITY, EQUITY, INCLUSION, AND ACCESSIBILITY**

Individuals within a community, and communities within a larger society, need the ability to shape their own present and future, and HECC believes that workforce development and education are fundamental aspects of Oregon’s ability to thrive. Equity is both the means to success and an end that benefits us all. Equity requires the intentional examination of systemic policies and practices that, even if they have the appearance of fairness, may in effect serve to marginalize some and perpetuate disparities. The data is clear that Oregon demographics have been changing to provide rich diversity in race, ethnicity, and language. Working toward equity requires an understanding of historical contexts and the active investment in changing social structures and practice over time to ensure that individuals from all communities have the opportunities and support to realize their full potential. Creating a culture of equity requires monitoring, encouragement, resources, data, and opportunity.

HECC applies its Equity Lens (<https://www.oregon.gov/highered/strategy-research/pages/equity-lens.aspx>) to all aspects of its work.

Additionally, Future Ready Oregon as a concept, originated in the Racial Justice Council’s Workforce Workgroup, with the intent to do things differently. That means investing differently, encouraging innovation, and intentionally bringing new partners into our workforce system. Future Ready Oregon also places an emphasis on participation by priority populations which include, but are not limited to, communities of color, women, low-income communities, rural and frontier communities, veterans, persons with disabilities, incarcerated and formerly incarcerated individuals, members of Oregon’s nine federally recognized Indian tribes, older adults, and individuals who identify as members of the LGBTQ+ community.

HECC has applied the spirit of Future Ready Oregon and its commitment to diversity, equity,

inclusion, and accessibility in this grantmaking process in the following ways:

- Consulting with partners to inform development of an inclusive, low barrier grant process.
- Focusing the first round of funding on capacity building grants to enable a more diverse group of organizations to plan and prepare for future workforce development activities and funding opportunities.
- Hosting information sessions to provide prospective Applicants opportunities to ask questions and receive guidance (see Section 1.3 for more information).
- Contracting with Technical Assistance Providers to provide prospective Applicants technical assistance and coaching through the funding Application process (see Section 1.4 for more information).
- Soliciting engagement in the scoring process from diverse organizations, entities, and partners.
- Providing portions of funding upfront to Applicants that demonstrate a need for immediate funds.

**1.3 TIMELINE AND INFORMATION SESSIONS**

This timeline represents a tentative schedule for this RFA. All times are listed in Pacific Time. All dates are subject to change. See <https://www.oregon.gov/highered/about/pages/grants-contracts.aspx> for the most current information.

<b>Description</b>	<b>Date and Time (all time is Pacific Time)</b>
<b>RFA Issued</b> Application period opens	May 31, 2024
<b>Optional Application Coaching and Guidance</b> Available through the Technical Assistance Providers discussed in Section 1.4	May 31 – July 31, 2024  Technical Assistance Providers will make every effort to respond to requests for assistance. We recommend Applicants request Application support early in the process.

<p><b>Optional Information Sessions</b>                  HECC will host optional information sessions during which attendees can expect to hear background information, learn about the purpose of the grants, how an Application will be scored, and may ask questions about the RFA. Subject to technology limitations, HECC will post recordings of the sessions here:  <a href="https://www.oregon.gov/highered/about/pages/future-ready-grant-resources.aspx">https://www.oregon.gov/highered/about/pages/future-ready-grant-resources.aspx</a></p> <p>Email the SPC if you have any issues registering for a session or have any Americans with Disabilities Act accommodation requests.</p>	<p>Date: Monday, June 10                  Time: 12:30pm-1:30pm PDT                  Zoom Link:  <a href="https://www.zoomgov.com/j/1615501607">https://www.zoomgov.com/j/1615501607</a></p> <p>Date: Monday, June 17                  Time: 2:00pm-3:00pm PDT                  Zoom Link:  <a href="https://www.zoomgov.com/j/1609936063">https://www.zoomgov.com/j/1609936063</a></p>
<p><b>Application Deadline</b></p>	<p>Jul 31, 2024, at 11:59 p.m. PDT</p>
<p><b>Notice of Award</b> (approximate)</p>	<p>September 2024</p>
<p><b>Grant Agreement Drafting</b>                  Awarded organizations should plan to be readily available during this time to negotiate project budgets and activities.</p> <p>All contracting materials requested by HECC, including, but not limited to certificates of insurance and unique entity identifier numbers (from SAM.Gov), must be received by HECC NO LATER THAN 45 days after Notice of Award. Failure to submit paperwork may result in loss of award.</p>	<p>September – beginning of November 2024</p>
<p><b>Grantees must sign Grant Agreements by:</b></p>	<p>December 2, 2024</p>
<p><b>Grant Agreements must be executed before:</b></p>	<p>December 31, 2024</p>

## 1.4 FREE SUPPORT IN PREPARING YOUR APPLICATION

HECC is committed to lowering barriers and increasing access to the grant Application process. Applicants and prospective Applicants may request assistance throughout the Application process. HECC contracts with Technical Assistance Providers who have grant writing experience and can give guidance and feedback on Application drafts, RFA requirements, and organization and project eligibility. **This is a free service for all Applicants and prospective Applicants.** You may call or email one of the Technical Assistance Providers for coaching and guidance at **no cost to your organization.**

To access this service please call or email one of the following providers (listed in alphabetical order):

Boules Consulting

<https://boulesconsulting.org/>

Marianne Boules

[marianne@Boulesconsulting.org](mailto:marianne@Boulesconsulting.org)

818-599-2692

Grassroots NW

<https://www.grassrootsnw.com/>

Bill Weismann

[grassrootsnw@comcast.net](mailto:grassrootsnw@comcast.net)

503-422-2502

Greater Good Consultants LLC

<https://greatergoodconsultantsct.com/>

Ashley Pereira

[ashley@greatergoodconsultantsct.com](mailto:ashley@greatergoodconsultantsct.com)

860-455-5778

Joanne Scharer

[joanne.scharer@gmail.com](mailto:joanne.scharer@gmail.com)

503-409-9910

Next Level Nonprofit Consulting

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Ann Craig [ann@nextlevelnonprofitconsulting.com](mailto:ann@nextlevelnonprofitconsulting.com) 541-829-1850

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Wisdom Consulting

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## SECTION 2. GRANT OPPORTUNITY AND REQUIREMENTS

### 2.1 APPLICANT ELIGIBILITY AND OTHER REQUIREMENTS

Applicant Eligibility:

In order to receive an award under this RFA, an Applicant must:

1. Be a workforce service provider or a community-based organization that administers workforce programs in the healthcare sector;
  - a. [ORS 660.400\(1\)\(c\)](#) defines workforce service providers as including:
    - i. nonprofit and public workforce education, training, and career services providers; and
    - ii. governmental entities that provide workforce development services.
  - b. [ORS 660.390\(1\)\(a\)](#) defines community-based organizations to include:
    - i. nonprofit organizations that are representative of a particular community or specific segments of a community and are located within or in close proximity to the community they serve; and
    - ii. culturally-specific organizations.
2. Have an active registration in SAM.Gov and have a Unique Entity Identifier (see <https://sam.gov/content/home>);
3. Have an Employer ID Number with the Internal Revenue Service (see <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>); and
4. Have and maintain a current business registration with the Oregon Secretary of State.

Any entity that a grant recipient subcontracts or subgrants with to complete project activities under this RFA must submit documentation to HECC demonstrating compliance with 2, 3, and 4 above.

### 2.2 PROJECT REQUIREMENTS AND LIMITATIONS

#### 2.2.1 PROJECT PURPOSE: HEALTHCARE PROJECT FOCUS AREAS

HECC will fund projects in the below identified focus areas.

Project Focus Area 1: <b>Nursing Career Pathways</b>	Project Focus Area 2: <b>Healthcare Career Pathways</b>
projects will do one or more of the following for nursing career pathways: (1) Expand education and training (2) Job placement (3) Job Retention (4) Career advancement	projects will focus on innovation and regional partnerships in healthcare fields.  Projects should meet identified regional workforce needs in areas which may include: <ul style="list-style-type: none"> <li>- Recruitment</li> <li>- Education</li> </ul>

<p>Credentials may include:</p> <ul style="list-style-type: none"> <li>- Certified Nursing Assistant</li> <li>- Medical Assistant</li> <li>- Licensed Practical Nurse</li> <li>- Registered Nurse</li> </ul>	<ul style="list-style-type: none"> <li>- Training</li> <li>- Retention</li> </ul>
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Projects in either focus area must prioritize equitable program participation by individuals from the following priority populations identified in [ORS 660.300](#):

1. Communities of color;
2. Women;
3. Low-income communities;
4. Rural and frontier communities;
5. Veterans;
6. Persons with disabilities;
7. Incarcerated and formerly incarcerated individuals;
8. Members of Oregon’s nine federally recognized Indian tribes;
9. Individuals who disproportionately experience discrimination in employment on the basis of age; and
10. Individuals who identify as members of the LGBTQ+ community.

For purposes of this RFA, prioritizing program participation means providing culturally informed and relevant programming and services, as well as conducting targeted outreach and marketing.

### 2.2.2 ALLOWABLE USE OF FUNDS

Allowable Costs may include, but are not limited to, the following:

1. Providing direct benefits to individuals, which may include:
  - a. Paid work experience, including stipends and wages,
  - b. Tuition and fee assistance for workforce programs, and
  - c. Wraparound workforce development services. Wraparound workforce development services provide supports for individuals participating in workforce programs and may include but are not limited to childcare, transportation, mental health services, housing support, job-related materials and supplies, books, tuition, and other services designed to help individuals attain employment and progress along career pathways.
2. Creating and expanding education and training programs, including developing culturally and linguistically specific career pathways for obtaining certificates, credentials, or degrees recognized by targeted industry sectors.
3. Expanding the capacity of organizations to provide workforce development services, including:
  - a. Hiring staff or contracting for services;
  - b. Developing strategies around workforce programs including program development
  - c. Purchasing equipment, technology, or other supplies;
  - d. Paying for administrative costs; and



- e. Any other activities necessary to increase the organization's capacity to provide workforce programs that advance economic mobility, educational attainment, and career advancement in the healthcare sector.

### 2.2.3 GRANT DURATION

The allowable cost period for awards under this RFA is July 1, 2024 – June 30, 2026. Activities that occur outside of the Allowable Cost Period are not eligible for funding.

### 2.2.4 AWARD AMOUNT

There is no minimum or maximum amount that Applicants may request. However, HECC reserves the right to partially fund Applications in discrete portions or phases. Refer to Agency Review Criteria for additional information about scalability. HECC reserves the right to take funding requests into consideration when making awards.

Grant funds awarded under this RFA will be disbursed on an expense reimbursement or costs incurred basis. HECC may make limited exemptions to this requirement and disburse some grant funds upon grant execution, if Applicant states in its Application that upfront disbursements are needed and makes a sufficient showing of the need. Grant recipients will be required to submit each disbursement request on a HECC-provided or -approved disbursement request form ("Disbursement Request") prior to the disbursement of any grant funds.

## SECTION 3. APPLICATION SUBMISSION

### 3.1 HOW AND WHEN TO APPLY

All Applications shall be submitted via the web-based program Survey Monkey Apply: [https://oregonhecc.smapply.us/prog/workforce\\_ready\\_grants\\_round\\_three\\_healthcare](https://oregonhecc.smapply.us/prog/workforce_ready_grants_round_three_healthcare)

#### **All Applications must include:**

1. Responses to all items in the Application within the Survey Monkey Apply web-program
2. Attachment B - Project Plan (upload as attachment, template provided)
3. Attachment C - Project Budget (upload as attachment, template provided)
4. Attachment D - Budget Justification (upload as attachment, template provided)
5. Attachment E - Application Certification Sheet (upload as attachment, template provided)

Applications may include letters of support from partners or community references and current federally negotiated cost rate agreement, **but this is not a requirement.**

Application submissions are due by July 31, 2024, at 11:59 p.m. PDT

Late or incomplete Applications will not be accepted.

### 3.2 APPLICATION REVIEW PROCESS

HECC will review Applications in three phases. In phase one, trained HECC staff will assess all Applications for eligibility. In phase two an external review panel of volunteers trained by HECC will assess and score all Applications deemed eligible in phase one. In phase three HECC will make final award and funding recommendations after considering each Application's alignment with the

industry focused recommendations. All elements of the application will be reviewed in phase three. The chart below summarizes the application review process in its entirety.

HECC may require clarification to understand any of an Applicant’s submitted material. Any necessary clarifications or modifications will be made before issuing any award and may become part of the final grant agreement.

<b>APPLICATION REVIEW</b>		
<b>ELIGIBILITY REVIEW</b>		
Alignment with ORS 660.400, Section 2.2 of this RFA and to determine whether the Application is complete as described in Section 3.1 of this RFA.		
<b>EXTERNAL REVIEW</b>		
<b>EVALUATION CRITERIA</b>	<b>POINTS</b>	<b>WEIGHTED TOTAL</b>
Evaluation Item 1: Innovative Project	<b>0-5</b>	<b>20</b>
Evaluation Item 2: Advancing Equitable Opportunities	<b>0-5</b>	<b>20</b>
Evaluation Item 3: Success Measures	<b>0-5</b>	<b>10</b>
Evaluation Item 4: Organizational Experience and Capacity	<b>0-5</b>	<b>15</b>
Evaluation Item 5: Partner Experience and Capacity	<b>0-5</b>	<b>15</b>
Evaluation Item 6: Program Participant Responsiveness	<b>0-5</b>	<b>20</b>
		<b>100</b>
<b>AGENCY REVIEW</b>		
<b>INDUSTRY FOCUSED EVALUATION CRITERIA</b>		
Alignment with the Industry Consortium priority recommendations		<b>20</b>
		<b>20</b>
<b><i>Preference will be given to projects that demonstrate:</i></b>		
Alignment with the goals of Future Ready Oregon (Oregon Laws 2022, chapter 28), including support for career-connected learning for program participants, training and development opportunities, and pathways to employment or career advancement in the identified industry sector.		
Advances innovative approaches in alignment with Future Ready Oregon priorities, including incorporating feedback from participants and communities served, using a lens of continuous improvement, and supporting pathways to industry-recognized credentials and certifications.		
Clearly articulated new and/or existing partnerships that include industry leaders/employers, education and training providers, and community-based or culturally specific organizations that are actively involved in project activities.		
Culturally relevant services for program participants, including wraparound supports designed to help individuals attain employment and/or progress along career pathways, supports for the recruitment and retention of students and training participants, and demonstration of cultural competency and experience working with identified participant populations.		

Long-term sustainability of project activities. Articulates how the project will be supported beyond the grant period.
Opportunities to leverage other sources of funding. Describes other sources of funding that will be leveraged for the proposed project.

**3.2.1 PHASE ONE – ELIGIBILITY REVIEW**

SPC will review all timely submitted Applications to determine whether the Applicant is eligible to receive an award as defined in ORS 660.400 and Section 2.2 of this RFA and to determine whether the Application is complete as described in Section 3.1 of this RFA. If the SPC determines that an Application was not timely received, is nonresponsive, or the Applicant is not eligible to receive an award, the Application will be removed from further evaluation.

**3.2.2 PHASE TWO – EXTERNAL REVIEW PANEL**

HECC will recruit individuals to serve on the external review panel. The external review panel will review, evaluate, and score Applications, and will make funding recommendations to HECC. The external review panel will represent agency partners, community-based organizations, culturally specific organizations, business and industry leaders, individuals from priority populations, and the public. Reviewers will use the following evaluation criteria to review and score proposals. The maximum total score on a single Application is 100 points.

<b>EXTERNAL EVALUATION</b>		
<b>EXTERAL REVIEW CRITERIA</b>	<b>POINTS</b>	<b>WEIGHTED TOTAL</b>
Evaluation Item 1: Innovative Project	<b>0-5</b>	<b>20</b>
Evaluation Item 2: Advancing Equitable Opportunities	<b>0-5</b>	<b>20</b>
Evaluation Item 3: Success Measures	<b>0-5</b>	<b>10</b>
Evaluation Item 4: Organizational Experience and Capacity	<b>0-5</b>	<b>15</b>
Evaluation Item 5: Partner Experience and Capacity	<b>0-5</b>	<b>15</b>
Evaluation Item 6: Program Participant Responsiveness	<b>0-5</b>	<b>20</b>
		<b>100</b>

**Evaluation Item 1: Innovative Project (weighted 20%)**

Please address the following prompts (500-word limit):

- Describe your proposed project.
- Identify what is new and innovative about your proposed project.
- Describe how your project aligns with (cite sources/experience wherever possible):
  - promising practices and/or evidence-based practices; and
  - culturally responsive practices that support the program participants served by the project.

<b>Score</b>	<b>Evaluation Criteria Item 1</b>
5	Response provides specific and detailed examples to support the innovative nature of the project. Explores in-depth sources and/or experiences that strongly support how aspects of the project use promising practices/evidence-based practices, and/or culturally responsive practices to support program participants.

4	Response provides specific examples to support the innovative nature of the project. Provides sources and/or experiences that supports how aspects of the project use promising practices/evidence-based practices, and/or culturally responsive practices to support program participants.
3	Response provides general examples to support the innovative nature of the project. Provides general sources and/or experiences that support how aspects of the project use promising practices/evidence-based practices, and/or culturally responsive practices to support program participants.
2	Response provides no examples to support the innovative nature of the project. Provides no sources or cites no experience to support how aspects of the project use promising practices/evidence-based practices, and/or culturally responsive practices to support program participants.
1	Response does not address prompts.
0	No response to evaluation item.

**Evaluation Item 2: Advancing Equitable Opportunities (weighted 20%)**

Please address the following prompts (500-word limit):

- Identify how your project advances equitable opportunities for program participants in workforce programs.
- Identify barriers to participation and describe how your project reduces identified barriers for your participants.
- Describe how participants and/or communities are involved in designing, decision making, and evaluation of your project.

Score	Evaluation Criteria Item 2
5	Response provides specific and detailed examples how the project advances equitable opportunities and reduces barriers for program participants in workforce programs. Response clearly identifies and gives specific and detailed examples of what role participants play in the design, decision making, and evaluation of the project.
4	Response provides specific examples how the project advances equitable opportunities and reduces barriers for program participants in workforce programs. Response identifies and gives specific examples of what role participants play in the design, decision making, and evaluation of the project.
3	Response gives general examples of how the project advances equitable opportunities and reduces barriers for program participants in workforce programs. Response identifies and gives general examples of what role participants play in the design, decision making, and evaluation of the project.
2	Response gives no examples of how the project advances equitable opportunities or reduces barriers for program participants in workforce programs. Response identifies but gives no examples of what role participants play in the design, decision making, and evaluation of the project.
1	Response does not address prompts.
0	No response to evaluation item.

**Evaluation Item 3: Success Measures (weighted 10%)**

Please address the following prompts (500-word limit):

- Define “success” in the context of this project.

- Describe how you will measure success for this project.

Score	Evaluation Criteria Item 3
5	Response clearly addresses with specific and detailed examples how success is defined for the project. Response clearly identifies and gives specific and detailed examples of success measurement.
4	Response addresses with specific examples how success is defined for the project. Response identifies and gives specific examples of success measurement.
3	Response defines success in general terms for the project. Response identifies and gives general examples of success measurement.
2	Response defines success in general terms for the project. Response gives no examples of success measurement.
1	Response does not address prompts.
0	No response to evaluation item.

**Evaluation Item 4: Organizational Experience and Capacity (weighted 15%)**

Please address the following prompts (*500-word limit*):

- Describe your organization.
- Explain the organization’s experience in project delivery and grant administration.
- Provide evidence of organizational and technical ability to carry out the proposed project.

Score	Evaluation Criteria Item 4
5	Response gives specific and detailed examples of the Applicant’s experience and effectiveness in project delivery and grant administration. Response clearly identifies and gives specific and detailed examples of the Applicant’s ability to deliver the proposed project.
4	Response gives specific examples of the Applicant’s experience and effectiveness in project delivery and grant administration. Response identifies and gives specific examples of the Applicant’s ability to deliver the proposed project.
3	Response gives general examples of how the Applicant’s experience and effectiveness in project delivery and grant administration. Response identifies and gives only general examples of the Applicant’s ability to deliver the proposed project.
2	Response gives no examples of how the Applicant’s experience and effectiveness in project delivery and grant administration. Response identifies but gives no examples of the Applicant’s ability to deliver the proposed project.
1	Response does not address prompts.
0	No response to evaluation item.

**Evaluation Item 5: Partner Experience and Capacity (weighted 15%)**

Applicants are highly encouraged to partner with other organizations to broaden the impact of the project.<sup>1</sup> Provide the following information for each partner organization, to the extent applicable:

- Each partner organization’s legal name as registered with the Oregon Secretary of State;

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<sup>1</sup> Applicant is responsible for overseeing and completing all project activities in its Application. If Applicant must outsource some or all of its project activities to subcontractors or subgrantees, Applicant must indicate that in its Application and HECC may request additional information about the anticipated subcontractor(s) and subgrantee(s).

- Identify partner organization type as registered with the Oregon Secretary of State;
- Indicate whether this is a new or existing/established partnership;
- Explain each partner’s activities, role, and responsibilities within the proposed project (150-word limit);
- Describe how partner(s) will provide culturally responsive outreach, marketing, and support to populations served during the project; and
- Provide evidence that each partner can carry out its respective activities, role, and responsibilities (150-word limit).

Score	Evaluation Criteria Item 5
5	Response describes each partner organization’s activities in the project. Response gives specific and detailed examples of each partner organization’s experience and ability in delivering identified activity.
4	Response describes each partner organization’s activities in the project. Response identifies and gives specific examples of each partner organization’s experience and ability in delivering identified activity.
3	Response describes each partner organization’s activities in the project. Response gives general examples of each partner organization’s experience and ability in delivering identified activity.
2	Response describes each partner organization’s general role but not their specific activities within the project. Response gives no examples of each partner organization’s experience and ability in delivering identified activity.
1	Response does not address prompts.
0	No response to evaluation item.

**Evaluation Item 6: Program Participant Responsiveness (weighted 20%)**

Please address the following prompts (500-word limit):

- Describe how Applicant has demonstrated the ability to effectively work with the communities to be served.
- Describe the planned outreach and support for populations served by the project. Identify the partner(s) responsible for these activities.

Score	Evaluation Criteria Item 6
5	Response clearly describes and gives specific and detailed examples of how the Applicant and its partners have demonstrated the ability to work effectively with populations served by the project. Response clearly describes and provides specific and detailed examples of the planned outreach and support for populations served by the project and how it is provided/who provides it.
4	Response describes and gives specific examples of how the Applicant and its partners have demonstrated the ability to work effectively with the populations served by the project. Response describes and provides specific examples of the planned outreach and support for populations served by the project and how it is provided/who provides it.
3	Response describes and gives general examples of how the Applicant and its partners have demonstrated the ability to work effectively with populations served by the project. Response describes and gives general examples of the planned outreach and support for populations served by the project and how it is provided/who provides it.
2	Response describes but gives no examples of how the Applicant and its partners have demonstrated the ability to work effectively with populations served by the project.

	Response describes but gives no examples of the planned outreach and support for populations served by the project and how it is provided/who provides it.
1	Response does not address prompts.
0	No response to evaluation item.

### 3.2.3 PHASE THREE – AGENCY REVIEW: HEALTHCARE APPLICATION REVIEW

After Applications have been scored by the external review panel, the SPC will advance not less than the highest scoring 35% of applications for final HECC review and funding decisions. The following prompts will be used during the agency review to determine project alignment with industry consortium recommendations (see Attachment G). A total of 20 points is available.

<b>INDUSTRY-FOCUSED EVALUATION</b>	
<b>REVIEW CRITERIA</b>	<b>TOTAL POINTS</b>
Alignment with the Healthcare Industry Consortium priority recommendations for the project focus area (see Attachment G)	<b>20</b>

<b>Score</b>	<b>Industry Focused Scoring Criteria</b>
<b>20 Outstanding</b>	Applicant’s proposed innovative project shows strong and comprehensive alignment with the Healthcare Industry Consortium priority recommendations for the project focus area, by providing: <ul style="list-style-type: none"> <li>• Specific and detailed evidence of alignment, and</li> <li>• Specific and detailed evidence of capacity, expertise, and strengths to meet or exceed project expectations</li> </ul>
<b>15 Above Average</b>	Applicant’s proposed innovative project shows strong alignment with the Healthcare Industry Consortium priority recommendations for the project focus area, by providing: <ul style="list-style-type: none"> <li>• Specific evidence of alignment, and</li> <li>• Specific evidence of capacity, expertise, and/or strengths to meet project expectations</li> </ul>
<b>10 Average</b>	Applicant’s proposed innovative project shows alignment with the Healthcare Industry Consortium priority recommendations for the project focus area, by providing: <ul style="list-style-type: none"> <li>• Evidence of alignment</li> <li>• Evidence of capacity, and/or expertise and strengths to meet project expectations</li> </ul>
<b>5 Below Average</b>	Applicant’s proposed innovative project shows some alignment with the Healthcare Industry Consortium priority recommendations for the project focus area, by providing: <ul style="list-style-type: none"> <li>• Some evidence of alignment</li> <li>• Some evidence of capacity, and/or expertise and strengths to meet project expectations</li> </ul>

<b>0 Insufficient</b>	<p>Applicant’s proposed innovative project shows little or no alignment with the Healthcare Industry Consortium priority recommendations for the project focus area, by providing:</p> <ul style="list-style-type: none"> <li>• Little or no evidence of alignment</li> <li>• Little or no evidence of capacity to meet project expectations</li> </ul>
---------------------------	---

**Nursing Career Pathways Focus Area Prompts:**

1. Explain how your project addresses barriers to project expansion. *(500-word limit)*
2. Identify and explain how local, regional, and/or organizational data (quantitative, qualitative, or lived experience) support the need for the workforce expansion identified in the project proposal. *(500-word limit)*
3. Identify how your project meets the needs of the region in which the project will occur. *(500-word limit)*

<b>Evaluation Criteria based on Healthcare Industry Consortium recommendations (see Attachment G)</b>	
<b>Nursing Career Pathways</b> (see Industry Focused Scoring Criteria and Attachment G)	
<ul style="list-style-type: none"> <li>• Projects that address identified barriers to project expansion. For example, projects can address barriers to nursing program expansion outlined in the Oregon Longitude Data Collaborative study “Addressing the nursing shortage in Oregon: removing barriers in nursing education” (March 2023): (<a href="https://www.oregon.gov/highered/research/Documents/SLDS/SUMMARY-Oregon-Healthcare-Education-Shortage-Study-Findings-and-Recommendations.pdf?utm_medium=email&amp;utm_source=govdelivery">https://www.oregon.gov/highered/research/Documents/SLDS/SUMMARY-Oregon-Healthcare-Education-Shortage-Study-Findings-and-Recommendations.pdf?utm_medium=email&amp;utm_source=govdelivery</a>)</li> <li>• Projects that have identified need for expansion in the project region(s). Examples of scaling or expanding an existing project may include but are not limited to: wraparound services and supports to outreach to priority populations in accessing existing nursing education and training programs; virtual lab equipment to offset clinical placement barriers for existing programs; leveraging experienced nurses to expand proctor, faculty, or preceptor capacity; expanding existing programs to serve additional regions and/or outreach to priority populations; expanding existing programs to serve more participants.</li> <li>• Projects may emphasize recruitment and/or career advancement, including projects that upskill workers in healthcare adjacent occupations including but not limited to personal care assistants and homecare workers.</li> </ul>	

**Healthcare Career Pathways Focus Area Prompts:**

1. Identify and explain how local, regional, and/or organizational data (quantitative, qualitative, or lived experience) support the need for the workforce expansion identified in the project proposal. *(500-word limit)*
2. Describe how your project meets the workforce needs of the region in which the project will occur. *(500-word limit)*
3. Identify and explain community assets and needs and describe how your project addresses the needs of the population(s) served by the project. *(500-word limit)*

<b>Evaluation Criteria based on Healthcare Industry Consortium recommendations (see Attachment G)</b>
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**Healthcare Career Pathways** (see Industry Focused Scoring Criteria and Attachment G)

- Innovative Applications that identify local and/or regional data *and* Applicant or partner level data which can include qualitative data, quantitative data, and lived experience to support the need for the workforce expansion identified in the project proposal and community assets. This data should identify local workforce need and population served assets and need.

HECC's final funding recommendations will consider statewide impact, ensuring broad geographic distribution, representative distribution with outreach to populations that will be served, and a diverse portfolio of projects. For the Nursing Career Pathway focus area specifically, HECC will also consider balancing Applications equitably across the employer ecosystem (i.e., direct care, long-term care, and community-based models of care) when proposed activities are connecting participants to jobs. Award amounts will also consider scalability of the project or program, as well as impact on the project and participants.

HECC reserves the right to award Grant Funds for all or some of the dollar amounts requested in an individual proposal. The Applicant will be asked about the ability to increase or decrease the scale of the project in Attachment C – Project Budget.

#### 3.2.4 NOTICE OF AWARD

HECC will email the Applicant's primary contact listed in the Application to let them know whether their Application was selected for funding. A Notice of Award will be sent to funded Applicants for this RFA. The notice will indicate award amount, performance period, and next steps. Unsuccessful Applicants will be contacted and offered feedback to improve future Applications, including post-Application coaching from the Technical Assistance Providers.

## SECTION 4. GRANT AGREEMENTS

Applicants that are selected for an award will be required to execute a grant agreement with HECC prior to beginning and project activities. The grant agreement is a contract between HECC and the Recipient, which describes the contractual relationship and responsibilities of the parties. Grant agreements for this RFA MUST be finalized and fully executed no later than December 31, 2024.

**There are no exceptions to this deadline because it is a requirement of the federal funds.**

Therefore, once the Notice of Award is sent, it is essential for the grant recipient to be in close communication with HECC to ensure that the grant agreement is negotiated, drafted, approved, and executed prior to December 31, 2024.

No funds will be disbursed until a fully signed grant agreement is in place and the necessary reports have been received by HECC. All project activities must take place during the Performance Period of the grant (July 1, 2024 – June 30, 2026).

Grant recipients will be required to:

1. Comply with insurance and background check requirements (see Attachment F – Sample Grant Agreement for requirements);
2. Comply with all applicable provisions of [Title 2 Code of Federal Regulations \(“CFR”\) Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

3. Comply with all requirements associated with the American Rescue Plan Act (“ARPA”) Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802).

### REPORTING REQUIREMENTS

All Grant recipients will be required to provide quarterly, annual, and final reporting to grant administrators at HECC. Please review the Exhibits attached to the Sample Grant Agreement (Attachment F) for a draft of the reporting requirements that may be included in the Grant Agreements. Quarterly reporting may include:

- Spend Plan – Provide estimated spending by quarter for the life of the grant;
- Performance Plan – Answer narrative questions about the context of your work, goals, planned work, and intended results;
- Participant Reporting – Collect participant-level information for each program participant related to demographic information, services, credentials earned, and outcomes known by the grant recipient;
- Performance Reporting – Answer narrative questions related to project implementation and progress towards intended outcomes;
- Financial Reporting – Use a template provided by HECC that includes a description of the funds used towards the project activities outlined in the grant agreement. Most funding is distributed to the grant recipient by requesting reimbursement for the previous quarter. In some cases HECC may determine upfront disbursements may be allowed in response to a request in the grant recipient’s Application with adequate justification;
- Annual Report – which will include answering questions about community engagement for historically underserved and marginalized groups; and
- Final Closeout Phone Calls – Discuss overall grant recipient’s experience with the Workforce Ready Grant program team.

A sample of the participant-level data to be collected by Grantees is listed in Attachment F: Sample Grant Agreement.

## **SECTION 5. ADDITIONAL TERMS**

Submission of an Application does not constitute an agreement between HECC and the Applicant, nor does it secure or imply that the Applicant will be selected to receive funding.

All costs associated with Applicant’s submission of an Application are the sole responsibility of the Applicant and will not be paid or reimbursed by HECC or the State of Oregon.

By applying, Applicant accepts all terms and conditions of this RFA. No Grant Funds will be released prior to all program conditions being met and grant agreements fully-signed.

HECC reserves the right to reopen or extend the RFA as necessary, as it deems in its best interest. HECC reserves the right to amend agreements resulting from this RFA for additional time and/or funds, if in HECC’s best interest to do so.

Evaluation of Applications are based on the criteria in this RFA. HECC reserves the right to partially fund Applications in discrete portions or phases. If HECC chooses to partially fund an Application, it will do so in a manner that does not prejudice any Applicants or affect the basis upon which the Application, or portion thereof, was evaluated and selected for award, and therefore maintains the integrity of the competition and selection process.

Funding Applications through this RFA does not guarantee future funding. When, or if, additional funding becomes available, HECC reserves the right to issue additional awards under this RFA through the period of performance for the federal Notice of Award for these ARPA funds. If additional awards are made, they will not require further competition. Any additional selections will be made in accordance with the terms of this RFA.

### **PUBLIC RECORDS**

All information and records submitted to HECC are subject to disclosure under the Public Records Law, Oregon Revised Statute (“ORS”) 192.311 to 192.478. If Applicant believes that any information or records it submits to HECC may be a trade secret under ORS 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, Applicant must identify such information with particularity and include the following statement:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS chapter 192[insert] and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”

If Applicant fails to identify with particularity the portions of such information that Applicant believes are exempt from disclosure, Applicant is deemed to waive any future claim of non-disclosure of that information.

## **SECTION 6. ATTACHMENTS**

- ATTACHMENT A: WORKFORCE READY GRANT APPLICATION FORM – HEALTHCARE
- ATTACHMENT B: PROJECT PLAN
- ATTACHMENT C: PROJECT BUDGET
- ATTACHMENT D: BUDGET JUSTIFICATION
- ATTACHMENT E: APPLICATION CERTIFICATION SHEET
- ATTACHMENT F: SAMPLE GRANT AGREEMENT
- ATTACHMENT G: HEALTHCARE INDUSTRY CONSORTIUM RECOMMENDATIONS

**ATTACHMENT A: WORKFORCE READY GRANT  
APPLICATION FORM – HEALTHCARE**

**WORKFORCE READY GRANTS ROUND 3  
FUTURE READY OREGON**

Click the following link to access the web-based Application in Survey Monkey Apply:  
[https://oregonhecc.smapply.us/prog/workforce\\_ready\\_grants\\_round\\_three\\_healthcare](https://oregonhecc.smapply.us/prog/workforce_ready_grants_round_three_healthcare)

The questions below are being provided as a preview only so that applicants know what questions are asked in the application package. Applicants **MUST** submit their information and answers through the above link.

<b>Item in Application</b>
<b>Applicant Information</b>
Legal Applicant Name of Applying Organization:
Alternate Business Name/DBA of Applying Organization, if applicable:
Unique Entity Identifier (UEI):
Are you registered to do business in the State of Oregon:
If you are not registered in the State of Oregon, what state are you registered in:
Physical Address (Street):
Physical Address (City):
Physical Address (State):
Physical Address (Zip Code):
Physical Address (COUNTY):
Are proposed services taking place in the county listed in the previous question?
If not, please check all counties where the primary services funded by this grant will take place:
Primary Contact for the Application:
Email Address:
Phone:
Program Manager Contact:
Email Address:
Phone:
Fiscal Manager Contact:
Email Address:
Phone:
Communications Contact:
Email Address:
Phone:
Grant Agreement Signing Authority:
Title:
Email Address:
Phone:
Indicate your applicant type: -Workforce Service Provider -Community-Based Organization
Briefly explain how your organization meets the definition of the eligible applicant type you selected <i>(100-word limit)</i>
Which priority population(s) does your organization plan to provide direct and intentional outreach to within the scope of the proposed project? (Select up to 3)
How many participants do you anticipate serving through all project activities? (You may give details in evaluation items.)

List the industry-recognized credentials and/or certificates resulting from project activities (if applicable)
Project description summarized (120 word limit)
<b>External Evaluation Items</b>
<b>Evaluation Item 1: Innovative Project (weighted 20%)</b> Please address the following prompts (500-word limit): <ul style="list-style-type: none"><li>• Describe your proposed project.</li><li>• Identify what is new and innovative about your proposed project.</li><li>• Describe how your project aligns with (cite sources/experience wherever possible):<ul style="list-style-type: none"><li>○ promising practices and/or evidence-based practices; and</li><li>○ culturally responsive practices that support the program participants served by the project.</li></ul></li></ul>
<b>Evaluation Item 2: Advancing Equitable Opportunities (weighted 20%)</b> Please address the following prompts (500-word limit): <ul style="list-style-type: none"><li>• Identify how your project advances equitable opportunities for program participants in workforce programs.</li><li>• Identify barriers to participation and describe how your project reduces identified barriers for your participants.</li><li>• Describe how participants and/or communities are involved in designing, decision making, and evaluation of your project.</li></ul>
<b>Evaluation Item 3: Success Measures (weighted 10%)</b> Please address the following prompts (500-word limit): <ul style="list-style-type: none"><li>• Define “success” in the context of this project.</li><li>• Describe how you will measure success for this project.</li></ul>
<b>Evaluation Item 4: Organizational Experience and Capacity (weighted 15%)</b> Please address the following prompts (500-word limit): <ul style="list-style-type: none"><li>• Describe your organization (applicant organization).</li><li>• Explain the organization’s experience in project delivery and grant administration.</li><li>• Provide evidence of organizational and technical ability to carry out the proposed project.</li></ul>
<b>Evaluation Item 5: Partner Experience and Capacity (weighted 15%)</b> Applicants are highly encouraged to partner with other organizations to broaden the impact of applicant’s project activities. For this evaluation item, please list the following information for each partner organization, to the extent applicable: <ul style="list-style-type: none"><li>• Each partner organization’s legal name as registered with the Oregon Secretary of State;</li><li>• Identify partner organization type as registered with the Oregon Secretary of State;</li><li>• Indicate whether this is a new or existing/established partnership;</li><li>• Explain each partner’s activities, role, and responsibilities within the proposed project (150-word limit);</li><li>• Describe how partner(s) will provide culturally responsive outreach, marketing, and support to populations served by the project.</li></ul> Please address the following prompt (150-word limit): <ul style="list-style-type: none"><li>• Provide evidence that each partner can carry out their respective activities, role, and responsibilities.</li></ul>

<p><b>Evaluation Item 6: Priority Population Alignment (weighted 20%)</b> Please address the following prompts <i>(500-word limit)</i>:</p> <ul style="list-style-type: none"> <li>• Describe how Applicant has demonstrated the ability to effectively work with the communities to be served.</li> <li>• Describe the planned outreach and support for populations served by the project.</li> </ul>
<b>Healthcare Application Questions</b>
<p>Please select your project focus area</p> <ul style="list-style-type: none"> <li>• Nursing Career Pathways; OR</li> <li>• Healthcare Career Pathways</li> </ul>
<b>Nursing Career Pathways Focus Area Prompts</b>
<ol style="list-style-type: none"> <li>1. Explain how your project addresses barriers to program expansion. <i>(500-word limit)</i></li> <li>2. Identify and explain how local, regional, and/or organizational data (quantitative, qualitative, or lived experience) support the need for the workforce expansion identified in the project proposal. <i>(500-word limit)</i></li> <li>3. Identify how your project meets the needs of the region in which the project will occur. <i>(500-word limit)</i></li> </ol>
<b>Healthcare Career Pathways Focus Area Prompts</b>
<ol style="list-style-type: none"> <li>1. Identify and explain how local, regional, and/or organizational data (quantitative, qualitative, or lived experience) support the need for the workforce expansion identified in the project proposal. <i>(500-word limit)</i></li> <li>2. Describe how your project meets the workforce needs of the region in which the project will occur. <i>(500-word limit)</i></li> <li>3. Identify and explain community assets and needs and describe how your project addresses the needs of the populations to be served by the project. <i>(500-word limit)</i></li> </ol>
<b>Sustainability</b>
<p>How will this project be supported beyond the grant period? <i>(500-word limit)</i></p>
<b>Leveraged Funds</b>
<p>Please describe other sources of funding that will be leveraged for the proposed project.</p> <p>Funding source (state, federal, private, philanthropic, program revenue, Future Ready Oregon, other) Funder (if applicable) Funding Amount Status (awarded, applied for)</p> <p><b>Help text:</b> Awarded: Funds have been awarded Pending: Funds have been requested/application submitted, but outcome is not yet known.</p>
<b>Attachments (SUBMIT with application)</b>
Attachment B: Project Plan
Attachment C: Project Budget
Attachment D: Budget Justification - 2 page limit
Attachment E: Certification Sheet
<b>Attachments (Information ONLY)</b>
Attachment A: SM Apply Application
Attachment F: Sample Grant Agreement
Attachment G: Healthcare Industry Consortium Recommendations

**Applicant/Organization:**

**Instructions:**

Please complete a Project Plan and submit as a part of your application for Workforce Ready Grants Round Three. Your Project Plan should be in a substantially similar format to the one provided. Add additional lines/space or remove as needed, as long as your plan addresses the same project components.

- *Your proposed activities must be completed during the performance period of the grant, which is July 1, 2024 – June 30, 2026. Start and end dates should be within this range.*
- Include major objectives, key tasks to accomplish each objective, and estimated start/end dates.
- Include participant numbers where applicable. *Preferred format is “...a minimum of XX participants”*

**PROJECT PLAN**

		Start Date	End Date
Major Objective:			
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
Major Objective:			
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
Major Objective:			
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
Major Objective:			
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
Major Objective:			
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		

**ATTACHMENT B – PROJECT PLAN**

WORKFORCE READY GRANTS ROUND 3  
FUTURE READY OREGON

	Key Task:		
Major Objective:			
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		
	Key Task:		





TOTAL PARTICIPANT SUPPORT COSTS		\$ -	\$ -	\$ -
<b>G. SUBAWARDS</b> <i>(Please list organization)</i>				
				\$ -
				\$ -
				\$ -
TOTAL SUBAWARDS		\$ -	\$ -	\$ -
<b>H. OTHER DIRECT COSTS</b> <i>(Please specify)</i>				
				\$ -
				\$ -
				\$ -
TOTAL OTHER		\$ -	\$ -	\$ -
DIRECT COSTS SUBTOTAL		\$ -	\$ -	\$ -
<b>I. INDIRECT COSTS*</b> <i>(Include rate:)</i>				
	<b>10%</b>			\$ -
<b>TOTAL BUDGET REQUESTED</b>		\$ -	\$ -	\$ -

*\*For indirect costs, please use a cap of 10% of Modified Total Direct Costs unless you have a negotiated indirect cost rate agreement (if applicable, attach your agreement)*

Organizations must comply with the Code of Federal Regulations regarding cost principles.

*If you need some or all of the requested funding at the start of the grant period, please provide reasoning in the space to the right (or attach an additional page if needed):*

**WORKFORCE READY GRANTS - ROUND THREE**

**Attachment C: Project Budget (REDUCED and INCREASED BUDGET SCENARIOS)**

**Enter Data in Yellow Boxes Only**

Please answer the following questions about your project:

Can your project be reduced in scope or budget? (yes/no)		If "yes," please complete Part A If "no," please skip Part A.
Can your project be increased in scope or budget? (yes/no)		If "yes," please complete Part B. If "no," please skip Part B.

**PART A: REDUCED BUDGET/SCOPE OF PROJECT**

Budget Category	Amount	Notes (optional):
Salaries, Wages & Related <i>(includes Fringe Benefits)</i>		
Equipment & Capital Expenditures		
Travel <i>(Staff and Organizational Travel)</i>		
Materials and Supplies		
Participant Support Costs <i>(includes participant travel)</i>		
Subawards		
Other Direct Costs		
Indirect Costs <i>(must be federally negotiated rate OR 10%)</i>		
<b>TOTAL BUDGET (DECREASED)</b>	\$ -	

Please answer the following questions about your decreased budget scenario:

How does a reduced budget affect the proposed project? Will you remove parts of the project, or will the entire project be scaled down? <i>(100 word limit)</i>	
How would the reduced budget affect the participants served by the proposed project? Will there be fewer participants served? <i>(100 word limit)</i>	

**PART B: INCREASED BUDGET/SCOPE OF PROJECT**

Budget Category	Amount	Notes (optional):
Salaries, Wages & Related <i>(Fringe Benefits)</i>		
Equipment & Capital Expenditures		
Materials and Supplies		
Travel <i>(Staff and Organizational Travel)</i>		
Participant Support Costs <i>(includes participant travel)</i>		
Subawards		
Other Direct Costs		
Indirect Costs <i>(must be federally negotiated rate OR 10%)</i>		
<b>TOTAL BUDGET (INCREASED)</b>	\$ -	

Please answer the following questions about your increased budget scenario:

How does an increased budget affect the proposed project? Will you add new things to the project, or will the entire project be scaled up? <i>(100 word limit)</i>	
How would the increased budget affect the participants served by the proposed project? Will there be more participants served? <i>(100 word limit)</i>	

KEY: Notes are in **blue font**. Suggested wording is in *italics*. Please use the following format or a format that is very similar.

*Justification should be concise, brief, and no more than 2 pages total. (12 point font size)*

**APPLICANT ORGANIZATION:**

**A. PERSONNEL SALARIES AND WAGES**

Positions (and their FTE) that are supported by this grant funding and what those positions will do related to grant activities (brief and concise), including annual salary increases.

*(Position 1) at 0.25 FTE to \_\_\_\_\_ (brief list of grant-related responsibilities/activities). (Position 2) at 0.5 FTE to \_\_\_\_\_ (brief list of grant-related responsibilities/activities).*

**B. PERSONNEL FRINGE BENEFITS**

Description of fringe benefits for the personnel listed above. Example:

*Fringe benefits are calculated at \_\_\_\_\_% and include FICA, Medicare, retirement, and health insurance.*

**C. EQUIPMENT AND CAPITAL EXPENDITURES**

For each piece of equipment or capital expense requested:

*\$XXXX for a (name of equipment) for the purpose of \_\_\_\_\_.*

**D. MATERIALS AND SUPPLIES**

Include details for the materials and supplies requested.

*\$XXXX for \_\_\_\_\_ for the purpose of \_\_\_\_\_.*

**E. TRAVEL (PERSONNEL)**

*\$\_\_\_\_\_ for \_\_\_\_\_ for the purpose of \_\_\_\_\_.*

List what is included (for example, lodging, mileage, meals, number of people traveling, etc.) Should be consistent with organizational policies and federal regulations around travel using grant funding.

**F. PARTICIPANT SUPPORT COSTS**

*\$\_\_\_\_\_ for (# of) participants for \_\_\_\_\_ (Stipend, wraparound support, etc.).*

**G. SUBAWARDS**

Include information for each subawardee.

*\_\_\_\_\_(organization) will be a subawardee under this project. \$\_\_\_\_\_ is budgeted for this subaward for the period of \_\_\_\_\_ through \_\_\_\_\_. The subawardee will be responsible for \_\_\_\_\_.*

**H. OTHER DIRECT COSTS**

*\$XXXX for \_\_\_\_\_ for the purpose of \_\_\_\_\_.*

**I. INDIRECT COSTS**

*10% de minimis of Modified Total Direct Costs (MTDC); OR*

*Applicants may use their federally negotiated indirect rate. Include details about that rate.*

**Application Certification Sheet**

<b>Legal Name of Applicant</b>	
<b>Address</b>	
<b>City, State, Zip Code</b>	
<b>State of Incorporation</b>	
<b>Entity Type</b>	
<b>Date Submitted</b>	
<b>Contact Name</b>	
<b>Telephone</b>	
<b>Email</b>	

**Any individual signing below hereby certifies they are an authorized representative of Applicant and that:**

1. If awarded a Grant, Applicant agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Grant.
2. I have knowledge regarding Applicant's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Application is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Unless Applicant is exemption under ORS 659A.006, Applicant does not discriminate in its employment practices or service delivery with regard to race, color, creed, age, religious affiliation, political affiliation or belief, gender, disability, sexual orientation, national origin or citizenship status. When awarding subgrants, Applicant does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Applicant has, or will have prior to grant agreement execution, a written policy and practice, that meets the requirements described in ORS 279A.112, of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. HECC may not enter into an agreement with an anticipated grant price of \$150,000 or more with an Applicant that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.
4. Applicant and Applicant's employees, agents, and subcontractors are not included on:

- A. the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
  - B. the government-wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/SAM>
5. Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFA. If any changes occur with respect to Applicant’s status regarding conflict of interest, Applicant shall promptly notify the State in writing.
6. Applicant certifies that all contents of the Application (including any other forms or documentation, if required under this RFA) and this Application Certification Sheet are truthful and accurate and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
7. Applicant understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
8. Applicant certifies it will comply with the Pay Equity law, ORS 652.220, if applicable.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name and Title)

# ATTACHMENT F

## Sample Grant Agreement

### Informational Cover Page - Grants

*This page is not part of the Agreement*

Agreement No. 23-141

AGREEMENT INFORMATION	
<b>Project title:</b>	Workforce Ready Round III: Healthcare
<b>Allowable cost period:</b>	July 1, 2024-June 30, 2026
<b>Amount:</b>	\$XXXXX
<b>Distribution Schedule:</b>	Options: Initial start-up disbursement not to exceed 10% of Grant or \$149,000 (whichever is less) followed by reimbursement OR reimbursement only.
<b>Funding source:</b>	Federal ARPA Funds PCA
GRANTEE INFORMATION	
<b>Grantee:</b>	Grantee
<b>Address:</b>	
<b>Administrator:</b>	
<b>Phone:</b>	Phone number
<b>Email:</b>	
<b>Fiscal Contact</b>	
<b>Phone:</b>	
<b>Email:</b>	
HECC INFORMATION	
<b>Administrator:</b>	HECC Agreement Administrator
<b>Phone:</b>	Phone number
<b>Email:</b>	
<b>Procurement contact:</b>	Jeanie Stuntzner
<b>Phone:</b>	971-372-1133
<b>Email:</b>	<a href="mailto:Jeanie.stuntzner@hecc.oregon.gov">Jeanie.stuntzner@hecc.oregon.gov</a>

**Federal Award Identification**

**This page is for information only and is not considered part of the Agreement**

(i) Subrecipient* Name (which must match the name associated with below):	<b>Grantee</b>
(ii) Subrecipient’s Unique Entity Identifier (Sam.gov):	
(iii) Federal Award Identification Number (FAIN):	<b>SLFRP4454</b>
(iv) Federal Award Date:	<b>7/23/2021</b>
(v) Sub-award Period of Performance Start and End Date:	<b>3/3/2021 – 12/31/2026</b>
(vi) Total Amount of Federal Funds Obligated by this Agreement:	<b>\$ Dollar Amount</b>
(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**:	<b>\$</b>
(viii) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	<b>\$0</b>
(ix) Federal Award Project Description:	<b>Coronavirus State Fiscal Recovery Fund</b>
(x) Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:	
(a) Federal Awarding Agency:	<b>US Department of Treasury</b>
(b) Name of pass-through entity*:	<b>Oregon Department of Administrative Services</b>
(c) Contact Information for awarding official of the pass – through entity:	<b>Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recover.fund@das.oregon.gov</b>
(xi) Assistance Listings Number and Assistance Listings Project Title:	<b>21.027 Coronavirus State and Local Fiscal Recovery Funds</b>
(xii) Amount	<b>\$2,648,024,988.20</b>
(xiii) Is Award Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xiv) Indirect Cost Rate:	<b>Indirect rate: _____</b>

\*For the purposes of this form, “Subrecipient” refers to Grantee and “pass-through entity” refers to HECC.

\*\*The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current State fiscal year.



# STATE OF OREGON GRANT AGREEMENT

Agreement No. 23-141

This Agreement is between the State of Oregon acting by and through its Higher Education Coordinating Commission (“HECC”) and Grantee (“Grantee”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY”

This Agreement is authorized by ORS 350.075 and Section 9 of 2023 House Bill 5025 (HB 5025”).

## SECTION 2: PURPOSE

The purpose of this Agreement is to provide federal funding to support organizational investments and strategic partnerships that lead to employment and family-wage careers and prioritize Oregon’s historically underserved and vulnerable communities. The Workforce Ready Grants are intended to provide activities to increase Grantee’s capacity to launch, expand, sustain, or support workforce programs in the health care, manufacturing, and technology industry sectors.

## SECTION 3: TERM OF AGREEMENT

This Agreement is effective when all Parties have executed this Agreement and all necessary approvals have been obtained. This Agreement terminates on October 1, 2026 unless terminated earlier in accordance with Section 19.

## SECTION 4: GRANT ADMINISTRATORS

4.1 HECC’s Grant Administrator is:

4.2 Grantee’s Grant Administrator is

4.3 Either Party may change its Grant Administrator by providing written notice to the other Party.

## SECTION 5: PROJECT ACTIVITIES

Grantee shall perform the project activities set forth in Exhibit A (the "Project"), attached and incorporated by this reference.

## SECTION 6: GRANT

In accordance with the terms and conditions of this Agreement, HECC shall provide Grantee up to \$ \_\_\_\_ ("Grant Funds") for the purposes described in this Agreement.

**6.1 Disbursement Generally.** HECC shall disburse the Grant Funds upon receipt and acceptance of Grantee's initial disbursement and subsequent reimbursement requests according to the following schedule and process:

- Grantee shall submit the Spend Plan, attached as Exhibit F, within 45 days of execution of this Agreement. If Grantee requests start-up funding, Grantee must describe the start-up funding request in its Spend Plan.
- Not later than 45 days following the conclusion of each calendar quarter, Grantee may request reimbursement of Grant Funds used in the preceding quarter to replenish Grantee's Advance amount. Grantee must make reimbursement requests using the Quarterly Reimbursement Request Form, attached as Exhibit G. If Grantee does not request start-up funding, Grantee must still submit a Spend Plan, pursuant to the above, and shall submit reimbursement requests utilizing the Quarterly Reimbursement Request Form within 45 days after the close of each calendar quarter.

Grantee may, upon written notice to HECC, move up to 10% of the funds in any one category of Grantee's approved budget to any other budget category. Any other modifications are subject to and conditioned on HECC's prior written approval and may require an Amendment to the Grant Agreement.

To be processed for payment Grantee's requests must be filled out and submitted in the form substantially similar to the invoice template supplied in the Quarterly Reimbursement Request Form (Exhibit G.)

Grantee shall e-mail reimbursement requests to the Grant Administrator.

**6.2 Allowable Cost Period.** The Allowable Cost Period is the period between July 1, 2024 and June 30, 2026.

**6.3 Allowable Costs.** Grant Funds shall only be used to pay for costs of the Project incurred by Grantee during the Allowable Cost Period and used for the Project as set forth in Exhibit A. Any changes to the Project must be approved by HECC in writing; however, notwithstanding the foregoing, if HECC determines a requested change to the Project is material, HECC may require the execution of an amendment to this Agreement. Indirect costs are allowed as permitted by [2 CFR Part 200](#). Grantee must comply with all applicable provisions of 2 CFR Part 200, [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for](#)

[Federal Awards](#), including the Cost Principles and Single Audit Act requirements.

- 6.4 Conditions Precedent to Disbursement.** HECC's obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
- 6.4.1** HECC has received sufficient funding and expenditure authorizations to allow HECC, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - 6.4.2** No default as described in Section 13 has occurred.
  - 6.4.3** Grantee's representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
  - 6.4.4** By execution of this Agreement, Grantee certifies in writing that is has complied with all applicable requirements under Section 11.
  - 6.4.5** HECC has received and accepted all reports related to this Agreement due at time of disbursement.
- 6.5 Backup Documentation.** Upon request by HECC, Grantee will promptly provide backup documentation satisfactory to HECC to support Grantee's expenditure of Grant Funds.
- 6.6 Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- 6.7 Suspension of Funding and Project.** HECC may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if HECC has or reasonably projects that it will have insufficient funds from the funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds. If HECC subsequently projects that it will have sufficient funds, HECC will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and HECC will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, HECC will either (i) cancel or modify the stop-work order by a supplemental written notice or (ii) terminate this Agreement as permitted by either the termination at HECC's discretion or for cause provisions of this Agreement.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to HECC that:

- 7.1 Grantee is a \_\_\_\_\_ duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder;
- 7.2 The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee according to its governing laws and organizational documents, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's enabling law, organizational documents or other organizational rules or policies; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Grantee and, when executed by HECC, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms; and
- 7.4 The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.
- 7.5 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 the Oregon False Claims Act, 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 or to the Project. In addition to other penalties 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. Nothing in this Section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.
- 7.6 Grantee shall immediately report in writing, to the HECC, any credible evidence that a principal, employee, agent, or subcontractor of Grantee, or any subgrantee 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 monies paid by HECC under this Agreement.
- 7.7 Grantee must include subsections 7.5 through 7.6 of this Section in each subcontract or subgrant Grantee may award in connection with the performance of this Agreement. In doing so, Grantee may not modify the terms of those subsections, except to identify the

subcontractor or subrecipient who will be subject to those provisions.

## **SECTION 8: GOVERNING LAW, 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") between HECC or any other agency or department of the State of Oregon, or both, and Grantee 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; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: OWNERSHIP OF WORK PRODUCT**

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1** "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Grantee or HECC.
  - 9.1.2** "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to HECC under this Agreement, and all intellectual property rights therein.
- 9.2** Grantee retains ownership of all Work Product, and grants HECC an irrevocable, non-exclusive, perpetual, royalty-free, fully paid-up, world-wide license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on HECC's behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3** If the Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on HECC's behalf and in the name of HECC an irrevocable, non-exclusive, perpetual, royalty-free, fully paid-up, world-wide license allowing HECC and other entities the same rights listed above for to use, reproduce, prepare derivative works

based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product.

- 9.4 If state or federal law requires that HECC or Grantee grant to the United States a license to any intellectual property in the Work Product then Grantee shall execute such further documents and instruments as HECC may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or HECC.

## **SECTION 10: INDEMNIFICATION**

- 10.1 Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and HECC and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement or in connection with the Project.
- 10.2 Grantee will have control of the defense and settlement of any claim that is subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the claim in the name of the State of Oregon or any of its agencies, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any claim on behalf of the State of Oregon or any of its agencies without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

## **SECTION 11: BACKGROUND CHECK/CRIMINAL HISTORY VERIFICATION**

This Section 11 is only applicable to Grantee if their employee, potential employee, or volunteer will be interacting unsupervised and in-person with "Vulnerable Populations" (defined as minors, elderly, and persons with disabilities) in the completion of the Project Activities under this Agreement.

- 11.1 To the extent permitted by law, Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with Vulnerable Populations and funded with resources from this Grant, as follows:
  - 11.1.1 By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police office and furnish a copy



thereof to Grantee; or

- 11.1.2** As the employer, by contacting a local Oregon State Police office for an “Oregon only” criminal history check on the applicant/employee/volunteer; or
  - 11.1.3** By use of another method of criminal history verification that is at least as comprehensive as those described in Sections 11.1.1 and 11.1.2 above.  
A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with Vulnerable Populations.
- 11.2** To the extent permitted by law, in addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by Grantee’s written policies and procedures, current and appropriate information includes the results of public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including:
- 11.2.1** The Dru Sjodin National Sex Offender Public Website ([www.nsopw.gov](http://www.nsopw.gov));
  - 11.2.2** The website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
  - 11.2.3** The website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating Vulnerable Populations in the course of activities under the award.
- 11.3** Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review must examine:
- 11.3.1** The severity and nature of the crime;
  - 11.3.2** The number of criminal offenses;
  - 11.3.3** The time elapsed since commission of the crime;
  - 11.3.4** The circumstances surrounding the crime;
  - 11.3.5** The subject individual’s participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and
  - 11.3.6** The police or arrest report confirming the subject individual’s explanation of the crime.
- 11.4** Grantee must determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of child abuse, offenses against persons,

sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee, or volunteer scheduled to work with Vulnerable Populations, and whether based upon the conviction the person poses a risk to working safely with Vulnerable Populations. If Grantee intends to hire or retain the employee, potential employee, or volunteer, Grantee must confirm in writing the reasons for hiring or retaining the individual. These reasons must address how the applicant, employee, or volunteer is presently suitable or able to work with Vulnerable Populations in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraphs of this Section. Grantee will ensure that all information related to the criminal background check of the applicant, employee, or volunteer is filed and retained in the appropriate file.

- 11.5** Grantee must make determinations of suitability, in advance, before individuals may interact with participating Vulnerable Populations, regardless of the individual's employment status. All required background check information must be completed before the determination regarding suitability.

## **SECTION 12: CONFIDENTIAL INFORMATION**

- 12.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to HECC or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").
- 12.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist HECC in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise HECC immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with HECC in seeking injunctive or other equitable relief, in the name of HECC or Grantee, to stop or prevent any use or disclosure of Confidential Information. At HECC's request, Grantee must return or destroy any Confidential Information. If HECC requests Grantee to destroy any Confidential Information, Grantee must provide HECC with written assurance indicating how, when and what information was destroyed.
- 12.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss,



theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the HECC Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide HECC with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if HECC determines notice is required of any such Breach to any individual(s) or entity(ies), HECC will have sole control over the timing, content, and method of such notice, subject to ODE GRANT – Future Ready Oregon Youth ODE Grant v2, updated 20210128 Page 6 of 27 Grantee's obligations under applicable law.

- 12.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 12.1 and 12.2 of this Section.

## **SECTION 13: GRANTEE DEFAULT**

Grantee will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by HECC to measure the activities under this Agreement, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
- 13.3** Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of 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) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Grantee, in any

court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

- 13.5** Grantee uses or expends Grant Funds for any purpose other than that permitted in this Agreement.

## **SECTION 14: HECC DEFAULT**

HECC will be in default under this Agreement if HECC fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 15: REMEDIES**

- 15.1** In the event Grantee is in default under Section 13, HECC may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of its obligations under this Agreement pursuant to Section 19, (b) reducing or withholding disbursement of Grant Funds, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 16 of this Agreement or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from HECC. These remedies are cumulative to the extent the remedies are not inconsistent, and HECC may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2** In the event HECC is in default under Section 14 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 19.3, or in the event HECC terminates this Agreement under Sections 19.2.1, 19.2.2, 19.2.3, or 19.2.5, Grantee's sole monetary remedy will be for reimbursement of Project activities completed and accepted by HECC, within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims HECC has against Grantee under this Agreement. In no event will HECC be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 15.2, Grantee shall promptly pay any excess to HECC.

## **SECTION 16: RECOVERY OF GRANT FUNDS**

Any Grant Funds disbursed to Grantee under this Agreement that exceed the amount to which Grantee is entitled, or are expended in violation or contravention of one or more of the provisions of this Agreement, or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to HECC unless otherwise agreed to by HECC in writing.

## **SECTION 17: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 18: INSURANCE**

Grantee shall maintain insurance as set forth in Exhibit C.

## **SECTION 19: TERMINATION**

**19.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**19.2** HECC may terminate this Agreement as follows:

**19.2.1** Upon 30 days' advance written notice to Grantee;

**19.2.2** Immediately upon written notice to Grantee, if HECC fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in HECC's reasonable administrative discretion, to perform its obligations under this Agreement;

**19.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that HECC's performance under this Agreement is prohibited or HECC is prohibited from paying for such performance from the planned funding source;

**19.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Grantee; or

**19.2.5** As otherwise expressly provided in this Agreement.

**19.3** Grantee may terminate this Agreement as follows:

**19.3.1** Immediately upon written notice to HECC, if HECC is in default under this Agreement and

such default remains uncured 15 days after written notice thereof to HECC; or

**19.3.2** As otherwise expressly provided in this Agreement.

**19.4** Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities under this Agreement, unless HECC expressly directs otherwise in such notice. Upon termination, Grantee will deliver to HECC all documents, information, works-in-progress, work product and other property that are or would be deliverables under the Agreement. And upon HECC's reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement.

## **SECTION 20: CONFLICT OF INTEREST**

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement declares and certifies that Grantee's activities under this Agreement and the Projects activities to be funded by this Agreement, create no potential or actual conflict of interest as defined by ORS Chapter 244.

## **SECTION 21: NONAPPROPRIATION**

HECC's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon HECC receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow HECC, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of HECC.

## **SECTION 22: AMENDMENTS**

The terms of this Agreement may only be altered, modified, supplemented or otherwise amended by written agreement signed by authorized representatives of both Parties, unless explicitly stated in other sections of this Agreement.

## **SECTION 23: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Administrator at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 23. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

## **SECTION 24: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6.5, 6.6, 8, 9, 10, 12, 15, 16, 21, 24, and 35 hereof and those rights and obligations that by their express terms survive termination of this Agreement, such as any report required to be submitted after the termination date; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 25: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 26: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 27: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Including but not limited to:

- 27.1** Grantee shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.
- 27.2** Grantee shall comply with ORS 652.220 and shall not discriminate against any of Grantee's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Grantee's compliance with this Section constitutes a material element of this Agreement

and a failure to comply constitutes a breach that entitles HECC to terminate this Agreement for cause.

- 27.3** If any of the Project Activities described in Exhibit A involve the hiring of minors, Grantee must comply with all federal and state laws applicable to minor workers. See State of Oregon BOLI website: <https://www.oregon.gov/boli/employers/Pages/minor-workers.aspx>

## **SECTION 28: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 29: INTENDED BENEFICIARIES**

HECC and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 30: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by any and all unforeseen fire, riot, civil unrest, labor unrest, pandemic, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of the Project activities under this Agreement. HECC may terminate this Agreement upon written notice to Grantee after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 31: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of HECC and any attempt by Grantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. HECC's consent to Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 32: SUBCONTRACTS AND SUBGRANTS**



Grantee shall not, without HECC's prior written consent, enter into any subcontracts or subgrants for any of the Project activities required of Grantee under this Agreement. For avoidance of doubt, any organization assisting the Grantee in performing Project activities has the status of Subgrantee for the purposes of this Section. HECC's consent to any subcontract or subgrant will not relieve Grantee of any of its duties or obligations under this Agreement. If HECC provides prior written consent for Grantee to subcontract or subgrant work under Exhibit A, Grantee must provide HECC with documentary evidence, satisfactory to HECC, that the subcontractor or subgrantee has obtained the insurance coverage identified in Exhibit L.

### **SECTION 33: TIME IS OF THE ESSENCE**

Time is of the essence in Grantee's performance of the Project activities under this Agreement.

### **SECTION 34: MERGER, 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 or consent under this Agreement binds either Party unless in writing and signed by both Parties or otherwise agreed to as explicitly stated in other sections of this Agreement. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

### **SECTION 35: RECORDS MAINTENANCE AND ACCESS**

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that HECC and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 36: PUBLIC RECORDS**

All information and records submitted to HECC are subject to the Public Records Law, ORS

192.311 to 192.478, and may be subject to disclosure. If Grantee believes that any information or records it submits to HECC may be a trade secret under ORS 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, Grantee must identify such information with particularity and include the following statement:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192.[insert], and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”

If Grantee fails to identify with particularity the portions of such information that Grantee believes are exempt from disclosure, Grantee is deemed to waive any future claim of non-disclosure of that information.

## **SECTION 37: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 38: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence:

- This Agreement less all exhibits
- Exhibit B (“Federal American Rescue Plan Act Assurances and Certifications”)
- Exhibit A (“The Project”)
- Exhibit C (“Required Insurance”)
- Exhibit D (“Performance Plan”)
- Exhibit E (“HECC Reporting Requirements”)
- Exhibit F (“Spend Plan”)
- Exhibit G (“Quarterly Reimbursement”)
- Exhibit H (“Reporting Due Dates”)
- Exhibit I (“Disbursement Request”)
- Exhibit J (“Provider Approval”)
- Exhibit K (“ARPA Annual Equitable Outcomes and Community Engagement Report”)
- Exhibit L (“Insurance - Subgrantee”)

## **SECTION 39: SIGNATURES**

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties agree that by the exchange of this Agreement electronically, each has agreed to the use of electronic means. By inserting an



electronic signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Agreement and that their electronic signature should be given full force and effect to create a valid and legally binding contract.

**GRANTEE**

**By:** \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_, Executive Director

**HIGHER EDUCATION COORDINATING COMMISSION**

**By:** \_\_\_\_\_ Date \_\_\_\_\_  
Jennifer Purcell, Future Ready Oregon Director

**HECC - Review for procurement sufficiency**

**Reviewed by:** \_\_\_\_\_ Date \_\_\_\_\_  
Derek Dizney, Procurement Manager

**DOJ - Review for legal sufficiency**

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

# EXHIBIT A

## THE PROJECT

### Part 1: Background

The State of Oregon is committed to supporting the educational and training needs of Oregonians through the establishment of Future Ready Oregon, also known as SB 1545 and later HB 5025, codified as Oregon Laws Chapter 454. [Future Ready Oregon](#) is a comprehensive investment package that supports the education and training Oregonians need for family-wage careers. This package includes strategic and targeted investments focused on advancing opportunities for historically underserved communities. Workforce Ready Grants are one of numerous components of the Future Ready Oregon investment package administered by the HECC. The first round focused on supporting the administration of workforce programs for jobseekers pursuing careers in healthcare, manufacturing, and technology industry sectors, and supporting capacity for programs that prioritize equitable program participation by individuals from disadvantaged populations.

This third and final round of Grants seeks to recruit and retain a diverse workforce in key sectors of Oregon's economy – healthcare, manufacturing, and technology. HECC has been provided federal American Rescue Plan Act ("ARPA") funds to continue to make strategic investments in expanding and improving Oregon's employment landscape by paving clear pathways to careers in the healthcare, manufacturing, and technology fields that will lead to higher salary rates, career longevity, and upward mobility. Grantee has been selected to utilize Workforce Ready Grant Funds to create and deliver innovative, collaborative workforce development programming that illuminates these new pathways and centers the needs of priority populations.

### Part 2: Project Activities and Schedule

*TO BE NEGOTIATED*

### Part 3 – Additional Requirements

Grantee shall participate in communication and collaboration with HECC that includes, but is not limited to:

- Conversation with HECC staff as needed to troubleshoot barriers, share feedback, and describe successes.
- Participating in surveys and Project Progress evaluations.
- Receive prior approval for any formal acknowledgement of Future Ready Oregon and/or the HECC – Grantee shall comply with HECC

requirements for public acknowledgment, including, but not limited to, listing funding sources and using the HECC logo. Additional requirements will be communicated by HECC in writing to Grantee.

If the Performance Period begins prior to the Executed Date of this Grant, any reports for Project Activities show above as due prior to the Executed Date must be provided to HECC within 30 days of the Executed Date, if not already provided to HECC despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

**Part 4: Project Budget**

The Parties agree that Grantee’s Project Budget is estimated. With prior written consent from HECC, minor modifications up to adjust line item amounts up to 10% can be made without requiring an amendment to this Agreement, however, in no instance shall HECC’s payments to Grantee exceed the amount identified in Section 6 of this Agreement.

Budget Categories	Amount
<b>TOTAL AMOUNT</b>	

HECC will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Grant Performance Period. Grantee may only modify the Project with HECC’s prior written approval to perform the following:

- Reflect changes needed to effectively deliver services.
- Achieve Project milestones and outcomes.
- Use Grant Funds more effectively.

## EXHIBIT B

### ASSURANCES AND CERTIFICATIONS

#### **Federal American Rescue Plan Act Assurances and Certifications**

By signing the Agreement, Grantee hereby certifies and assures that it will fully comply with the following, as applicable:

**Federal Contract Clauses.** Unless exempt by federal law, Grantee must comply and cause all contractors and subcontractors to comply with all federal requirements to the extent that they are applicable to this Contract, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**Employee Whistleblower Protection.** Grantee must comply, and ensure the compliance by contractors and subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform contractors, subcontractors, and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

**Compliance with 2 CFR Part 200.** Unless otherwise exempt by federal law, Grantee must comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

**Federal Funds; Federal False Claims.** The State's payments to Grantee under this Agreement will be paid by funds received by the State from the United States Federal Government. By signing this Agreement, Grantee certifies neither it nor its employees, contractors, or subcontractors who will administer this Agreement are currently employed by an agency or department of the federal government. Grantee acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject Grantee to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise under 18 U.S.C § 1001; 31 U.S.C. §§ 3729-3733 and 3801-3812.

**Federal Nondiscrimination.** Grantee must comply, and require all contractors and subcontractors to comply, with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all contractors and subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (e) the Americans with Disabilities Act of 1990, and (e) all other applicable requirements of federal 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 Contract and required by law to be so incorporated.

**Equal Employment Opportunity.** If this is a construction contract as defined by 41 C.F.R. § 60-1.3 exceeding \$10,000, including amendments, then Grantee must comply, and require all contractors and subcontractors to comply, with the following:

Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

Send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.

Furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Include this Section (EEO), subsections (1) through (7), in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. Take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Be subject to sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Grantee, its contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246 of September 24, 1965, as amended.

**Minority and Women Business Enterprises.** Grantee hereby agrees to comply with the following: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, Grantee hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps include the following:

- Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

- If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (1) through (5) above. For the purposes of these requirements, a Minority Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

### **Prevailing Wage.**

**State of Oregon Prevailing Wage for Public Works.** If this contract is for a “public work” as defined by ORS 279C.800(6)(a), and not otherwise exempt under ORS 279C.810 Grantee must require of its contractors that:

All workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840;

Every contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9); and

If a contractor is required to file certified statements under ORS 279C.845, the contractor must comply with all provisions of ORS 279C.845 and Grantee shall retain 25 percent of any amount earned by the contractor on the public works until the contractor has filed with the certified statements as provided by ORS 279C.845.

**Davis-Bacon – Federal Prevailing Wage.** If this is a prime construction contract exceeding \$2,000, Grantee must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Grantee’s contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Grantee’s contractors must pay wages not less than once a week. Grantee must ensure its contractors and subcontractors acknowledge the current prevailing wage determination issued by the Department of Labor Grantee’s decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Grantee acknowledges all suspected or reported violations will be reported to the appropriate Federal awarding agency.

**When Subject to Both State and Federal Prevailing Wage.** If this Contract is subject to ORS 279C.800 to ORS 279C.870 (State of Oregon Prevailing Wage) and 40 U.S.C. 3141 et seq. (Davis-Bacon Act – Federal Prevailing Wage), Grantee must require all contractors and subcontractors to pay wages at not less than the higher of the applicable state or federal prevailing rate of wage, and as further provided by the Commissioner of the Bureau of Labor and Industries.

**Anti-Kickback.** Grantee must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145),



as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. Grantee acknowledges all suspected or reported violations will be reported to the appropriate Federal awarding agency.

**Contract Work Hours and Safety Standards Act.** For all contracts exceeding \$100,000 that involve the employment of mechanics or laborers, Grantee must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Each contractor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work exceeding the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Federal Rights to Inventions Made Under a Contract or Agreement.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Project under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Grantee agrees that it has been provided the following notice:

The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the any intellectual property created under this Contract, and to authorize others to do so, for Federal Government purposes with respect to:(1) The copyright in any intellectual property developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this Contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and Grantee, its contractors or subcontractors, wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Grantee, its contractors or subcontractors, must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.



**Debarment and Suspension.** Grantee will ensure its contractors and subcontractors certify that they are not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Byrd Anti-Lobbying Amendment.** Grantee must comply with 31 U.S.C. 1352. In addition, each tiered contractor must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Grantee, contractors, and subcontractors must forward all certifications to the State.

By signing this Contract, the Grantee certifies, to the best of the Grantee’s knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE). Grantee is prohibited from obligating or expending funds received under this Contract to:

Procure or obtain;

- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**Buy USA Preference.** Grantee must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract. For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Procurement of Recovered Materials.** Grantee must comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In addition, in the performance of this Contract, Grantee must make maximum use of products containing recovered materials designated by the Environmental Protection Agency (EPA) at 40 CFR part 247, unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule;

- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg->

SAMPLE

# EXHIBIT C

## REQUIRED INSURANCE

### **INSURANCE REQUIREMENTS:**

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Grantee shall maintain such insurance in full force and at its own expense throughout the duration of this Grant 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 HECC. 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 Exhibit, HECC requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee.

### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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:**

Grantee shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation.

Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 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.

**PROFESSIONAL LIABILITY:**

Required  Not required

Grantee shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Grantee and Grantee's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$3,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee shall provide Continuous Claims Made coverage as stated below.

**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 Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must 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, must be called upon to contribute to a loss until the Grantee'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, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, HECC requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Grantee's 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 HECC or State of Oregon by virtue of the payment of any loss. Grantee shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not HECC 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 Grant Agreement, for a minimum of 24 months following the later of:

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

Grantee or its insurer must provide at least 30 calendar days' written notice to HECC 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 HECC under this Grant Agreement and to provide updated requirements as mutually agreed upon by Grantee and HECC.

**STATE ACCEPTANCE:**

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

**Additional Coverages That May Apply:**

**PHYSICAL ABUSE AND MOLESTATION INSURANCE:**

**Required**    **Not required**

Grantee shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured must include the Grantee, and the Grantee's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.



# EXHIBIT D


## Performance Plan

(due within 45 days of Grant execution)

Grantee must submit the Department of Administrative Services Project Performance Plan to outline the projected work through June 30, 2026. Please see sample DAS document and questions here:

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### Performance Plan

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Recipient Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Grant #: \_\_\_\_\_

**Instructions:** Using the sections below, please provide a detailed description your project. This is a one-time requirement, and it will be used by DAS to monitor the progress of the project. In each of the sections, there is a subsection with instructions in *italics*. DAS recognizes that each project is unique and some may not have content for each section. Please complete this Performance Plan to the best of your ability and reach out for assistance to [statefiscal.recoveryfund@das.oregon.gov](mailto:statefiscal.recoveryfund@das.oregon.gov) if you have questions.

**Context**

**Problem Statement**  
*Briefly describe the problem or social issue that your program is working to address. (1-2 sentences)*

**Goal(s)/Mission Statement**  
*Considering your problem statement, describe the overarching purpose, the goal(s), or mission of your project/program.*

**Rationale**  
*Considering your problem statement and goal(s)/mission statement above, describe why this work is important to complete now and how the work being done affects the targeted problem or social issue.*

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Page 1 of 4

- **Problem Statement:** Briefly describe the problem or social issue that your program is working to address.
- **Goal(s)/Mission Statement:** Considering your problem statement, describe the overarching purpose, the goal(s), or mission of your project/program.
- **Rationale:** Considering your problem statement and goal(s)/mission statement above, describe why this work is important to complete now and how the work being done affects that targeted problem or social issue.
- **Assumptions:** Assumptions are the underlying beliefs about how your project/program will work. Describe key project assumptions below.



- **Resources and External Factors:** List the resources needed to meet your project's goals(s)/mission statement. Also list any external factors in which you have little control that could influence the project's/program's success.
- **Activities:** Please list the major activities for your project below. Each of these activities should move your project toward the intended results in the next section.
- **Intended Results:** This section should be a bulleted list of measurable outcomes that list the expected achievements once all the activities are accomplished.
- **Short-Term Outcomes:** List items here that you expect to accomplish within the first 6 months of your project.
- **Intermediate Outcomes:** List items that you expect to accomplish by the middle of your project.
- **Long-Term Outcomes or Final Outcomes:** List items here that you expect to accomplish.

SAMPLE

# EXHIBIT E

## HECC Reporting Requirements

### Performance Reporting – Due in Quarters 1, 2, and 4

HECC will provide Grantee narrative questions to capture program progression quarterly.

Grantee shall provide the responses to HECC's narrative questions quarterly. There may be additional follow up questions to quarterly performance reporting.

HECC may use Grantee's responses in de-identified form in its annual report or other media to share the impact of Future Ready Oregon Workforce Ready funding.

Workforce Ready Grants are intended to offer organizations in the state of Oregon the resources to make innovative investments in workforce development opportunities as outlined in [SB1545, 2022](#). We will use quarterly responses to the questions below to develop recommendations to the legislature about future workforce development opportunities.

Please see sample Performance Reporting questions here:

- 1) Please briefly describe your participant-level data collection strategy.
  - a) Please include how participant-level data is collected (e.g., an intake form) and how it is stored. Describe your concerns, if any, about reporting.
- 2) Please offer one brief success story of your program over the past quarter.
  - a) We may use this in the annual report or other media to share the impact of Future Ready Oregon, Workforce Ready funding.
- 3) Identify and describe the challenges you faced in implementing your Workforce Ready Grant program over the last quarter.
- 4) Based on your progress thus far, do you anticipate achieving the outcomes of your Workforce Ready Grant program?
- 5) Please describe any unintended outcomes achieved, both positive and negative.
- 6) Please describe any gaps:
  - a) Priority populations in your region that have not yet been served
  - b) Services that are needed, but are not available
  - c) Other reflections on the implementation process
- 7) Is there anything you would like to share with the Oregon legislature about the impact, success, and/or challenges of your Workforce Ready Grant?
- 8) Share any direct responses from participants that highlight successes and/or challenges they experienced while participating in the Workforce Ready Grant program.
- 9) Grantees will be asked to complete the following chart for each of their program deliverables/outcomes for the reporting quarter:

Deliverable/Outcomes	Progress (% Complete)	Challenges/Risks	Successes

## Participant Data Reporting – Due Quarterly

The overall goal of the Future Ready Oregon legislation is to uplift people and communities who have been long-term unemployed or underemployed into livable-wage employment with access to retirement and health benefits. The Future Ready Oregon legislation provides funding for workforce development activities that aim to increase access for all Oregonians, especially priority populations, to training opportunities and workforce development services and benefits to meet this goal.

To understand how well Future Ready Oregon is meeting its goals, funded programs must be assessed. To that end, grantees must collect individual-level data about the people served by the projects/programs delivered with Workforce Ready grant resources. Grantees must ask every individual served with grant funds to disclose information about themselves pertinent to assessing Future Ready Oregon. However, the individual served may decline to disclose the information and must do so for each data element.

Grantees are responsible for collecting and reporting all required data elements on a quarterly basis (see a sample below.) If the grant includes awarding resources to subgrantees or subcontractors, the grantee is still responsible for collecting and reporting on all required data elements, including those served by subgrantees or subcontractors. Grantees must submit the data about all participants served in a quarter via the HECC's secure Partner Portal only.

Sample Data Elements to be Submitted		
Element Name	Description	Why is this info necessary?
Legal First Name	The participant's legal first name as it appears on official documents such as a Driver's License.	Identity resolution and data matches when a participant does not provide an SSN. Will also be used to follow-up after participation to identify employment related outcomes.
Legal Middle Name	The participant's legal middle name or initial as it appears on official documents such as a Driver's License.	Identity resolution and data matches when a participant does not provide an SSN.
Legal Last Name	The participant's legal last name as it appears on official documents such as a Driver's License.	Identity resolution and data matches when a participant does not provide an SSN. Will also be used to follow-up after participation to identify employment related outcomes.
Suffix	The participant's suffix, e.g., II, Jr., Senior, etc., as it appears on official documents such as a Driver's License.	Identity resolution and data matches when a participant does not provide an SSN. Will be used to follow-up after participation to identify employment related outcomes.
Date of Birth	The participant's date of birth.	Identity resolution and data matches when a participant does not provide an SSN.
SSN	The participant's Social Security Number.	Matching with Oregon Employment Department wage data to identify employment related outcomes of Future Ready Oregon. Tracking participant's use of services from multiple providers throughout the state.

Gender	The participant's gender identity.	Future Ready Oregon reporting requires gender breakouts to identify both sex and gender priority population.
Latino/a/x/Hispanic	The Hispanic or Latino ethnicity of the participant. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	People of color are a priority population of Future Ready Oregon. Race/ethnic breakouts are used to assess whether Future Ready Oregon funds are helping priority populations.
Native American/Alaska Native	A person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.	People of color are a priority population of Future Ready Oregon. Race/ethnic breakouts are used to assess whether Future Ready Oregon funds are helping priority populations.
Asian American/Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent.	People of color are a priority population of Future Ready Oregon. Race/ethnic breakouts are used to assess whether Future Ready Oregon funds are helping priority populations.
Native Hawaiian/Pacific Islander	A person having origins in any of the Pacific Islands including American states or territories.	People of color are a priority population of Future Ready Oregon. Race/ethnic breakouts are used to assess whether Future Ready Oregon funds are helping priority populations.
Black/African American	A person having origins in any of the black racial groups of Africa.	People of color are a priority population of Future Ready Oregon. Race/ethnic breakouts are used to assess whether Future Ready Oregon funds are helping priority populations.
White	A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.	Race/ethnic breakouts are used to assess whether Future Ready Oregon funds are helping priority populations.
Phone	The participant's home or cell phone number.	Will be used to follow-up with Future Ready Oregon participant after participation to identify employment related outcomes.
Email	The participant's email address.	Will be used to follow-up with Future Ready Oregon participant after participation to identify employment related outcomes.
Street Address	The street address of the participant's residential address.	Will be used to follow-up with Future Ready Oregon participant after participation to identify employment related outcomes.
City	The city of the participant's residential address.	Will be used to follow-up with Future Ready Oregon participant after participation to identify employment related outcomes.
State	The state of the participant's residential address.	Will be used to follow-up with Future Ready Oregon participant after participation to identify employment related outcomes.
ZIP	The ZIP code of the participant's residential address.	Used to determine whether the participant lives in rural, frontier, or urban areas. It will also be used to follow-up with Future Ready Oregon participant after participation to identify employment related outcomes.
Individual with a Disability	Self-reported as a person with a disability.	Identification of individuals experiencing a disability is used to assess whether Future Ready Oregon funds are helping priority populations.
Veteran Status	The veteran status of the participant defined as a person who served on active duty in the armed forces and who was discharged or released from such service under conditions other than dishonorable.	Identification of Veteran status is used to assess whether Future Ready Oregon funds are helping priority populations.

Household Annual Income	The student's annual household income.	Used with family size to identify low-income as a priority population. Coupled with family size, this is used to assess whether Future Ready Oregon funds are helping low-income priority population. Low income is 200% of the federal poverty level or less.
Family Size	This field records the number of persons in the participant's family. The number of persons in the participant's family, including the participant. The definition of family is two or more persons related by blood, marriage, domestic partnership, guardianship, caregiver, or decree of court, who are living in a single residence.	Used with annual household income to identify low-income as a priority population. Low income is 200% of the federal poverty level or less. Analysis of Future Ready Oregon impact on priority populations.
Incarcerated or Formerly Incarcerated	Records whether the participant is currently or has previously been incarcerated or otherwise involved in corrective programs of the Court System.	Identification of whether a participant is incarcerated or previously incarcerated, a priority population.
Tribal Membership	The tribal membership status of the participant in one of Oregon's nine federally recognized Indian tribes.	Identification of individuals as members of one of the nine federally recognized Indian tribes is used to assess whether Future Ready Oregon funds are helping priority populations.
Tribal Code	The Tribal code for participants. Tribal codes come from the EPA's Tribal Identifier Data Standard. This field must be used for those coded for participants with a 'Y' in the "Tribal Membership" field. For participants with an 'N' or 'U', this field must be left blank.	Analysis of Future Ready Oregon impact on priority populations.
LGBTQ+	Records whether the participant identifies as a member of the LGBTQ+ community.	Identification of whether a participant is a member of the LGBTQ+ community, a priority population.
Employed at Participation	Records whether the participant was employed when entering the program/service.	Analysis of Future Ready Oregon impact on priority populations.
Educational Attainment	Records the participant's highest level of educational attainment at entry.	Analysis of Future Ready Oregon impact on educational attainment.
Service Name	The name of the service offered by the service provider. This name should be unique among all the services provided by any single service provider.	Tracking and analyzing the performance of specific services.
Service Type ID	The service type number represents the types of services funded by Future Ready Oregon	Tracking and analyzing the performance of specific services.
Service Location ZIP	The ZIP code of the service's address.	Tracking and analyzing the performance of specific services by location.
Training Provider	The name of the training provider. This name may be the same name as the Service Provider Name. The only time this would be different is when a service provider contracts with	Tracking and analyzing the performance of specific services.

	another organization to offer the training.	
Service Results in Credential	Indicates whether the service results in a credential or license, including certificate, associates degree, bachelors degree or higher degree.	Tracking and analyzing the performance of specific services.
Position Title	The position title served in by the participant in a service that utilizes paid work experiences as a workforce development strategy. Leave blank if the service is not a work-based learning opportunity.	Tracking and analyzing the performance of specific services.
Wraparound Service Amount	If the wraparound service provides a monetary allocation or stipend to the participant, type the amount allocated to the participant. This is a lump sum total, not an hourly rate.	Tracking and analyzing the performance of specific services.
Wage	The hourly wage earned by the participant in a service that utilizes paid work experiences as a workforce development strategy.	Tracking and analyzing the performance of specific services.
Completed Program/Service	Indicates whether the participant completed the service	Tracking and analyzing the performance of specific services.
Start Date	The date the participant began receiving the specific service.	Tracking and analyzing the performance of specific services.
End Date	The date the participant completed or stopped receiving the service.	Tracking and analyzing the performance of specific services. This allows HECC to know when to follow-up on employment related outcomes.
CIP of Training	If relevant, provide the CIP code for the training. CIP codes are Classification of Instructional Programs. The 2020 Two-Digit CIP codes are on the tab at the end of the excel file called "CIP Codes." If it is not relevant, leave it blank.	Tracking and analyzing the performance of specific services, especially as it related to the intended industries.

The data must be submitted to HECC via the secure Partner Portal on a quarterly basis per the Quarters & Due Dates Defined (see Exhibit H).

HECC's Office of Research and Data will work directly with Grantees to provide training to collect data from participants, especially individuals from the priority populations, offer technical assistance with the HECC's Partner Portal, as well as perform the quarterly reporting requirements. Data templates and submission instructions and trainings will be provided by the HECC Office of Research and Data.

## Grant Check-Ins - Quarterly

Grantees will have the opportunity to discuss their grant activity progress, challenges, and ask questions of a grant administrator quarterly. Grantees can also meet with a grant administrator outside of the quarterly meeting as needed. Grant administrators can be contacted via phone, email, or the Workforce Ready Basecamp.

## Progress Checks - As determined by grant administrator

Progress checks are intended to help the grant administrator better understand the progress of the grant activities and offer technical assistance to the Grantee as needed. These progress checks may include, but are not limited to: site visits, financial audits, or progress interviews.

## Final Grant Closeout Reporting

Toward the close of the project performance period your grant administrator will reach out to schedule a final call to discuss your experience as a grant recipient. Your grant administrator will also share some final reporting questions related to your overall experience as a grantee as well as your final reporting to frame that conversation.

The reporting will be completed at or near the completion of the performance period of the grant in addition to your final quarterly reporting requirements.

Sample Reporting Calendar		
Performance Period	Reporting Deadline	Reporting Items Due
Initial	Within 45 days of grant execution	<ul style="list-style-type: none"><li>- Spend Plan</li><li>- Performance Plan</li></ul>
January - March	May 15	<ul style="list-style-type: none"><li>- Participant Reporting</li><li>- Performance Reporting</li><li>- Financial Reporting</li></ul>
April - June	August 15	
July - September	November 15	
October - December	February 15	
July - June (Annual)	July 15	<ul style="list-style-type: none"><li>- Annual Report</li></ul>
Closeout	End of grant	<ul style="list-style-type: none"><li>- Final Calls</li></ul>





# EXHIBIT G

## Quarterly Reimbursement

For Grant Agreements that are on an initial disbursement to reimbursement basis, the Grantee shall submit an Initial Disbursement Request of up to \$149,000 or 10% of the total award (see Exhibit I). Following Reimbursement Requests due quarterly according to the schedule in your Grant Agreement; see Reporting Due Dates.

For Grant Agreements that are on a reimbursement basis, the Grantee shall submit Reimbursement Requests due quarterly according to the schedule in your Grant Agreement; see Reporting Due Dates.

### SAMPLE INVOICE - Budget Page

WORKFORCE READY GRANTS - ROUND THREE			Billing Period	Invoice Due Date
Period of Performance	July 1, 2024 - June 30, 2026		July - September 2024	Once spend plan is approved
Grantee Organization			October - December 2024	February 15, 2025
HECC Agreement #			January - March 2025	May 15, 2025
Original Grant Award			April - June 2025	July 31, 2025
Amendments (approved)			July - September 2025	November 15, 2025
TOTAL AWARD	\$ -		October - December 2025	February 15, 2026
HECC Grant Administrator			January - March 2026	May 15, 2026
			April - June 2026	July 31, 2026
Budget Categories	Original Award Budget	Approved Budget	Instructions	
Salaries, Wages, and Related Costs	\$ -	\$ -	1) Once you complete a reimbursement request for a billing period, save this file as a new document with submission date at end: WRGR3_Quarterly Invoice_GranteeOrg_MM.DD.YY.xlsx  2) For the next billing period, use your most recent file and follow steps in (1).	
Equipment and Other Capital Costs	\$ -	\$ -		
Materials and Supplies	\$ -	\$ -		
Travel	\$ -	\$ -		
Participant Support Costs	\$ -	\$ -		
Subawards	\$ -	\$ -		
Other Direct Costs	\$ -	\$ -		
Indirect Costs	\$ -	\$ -		
TOTAL	\$ -	\$ -		
Notes				

## SAMPLE INVOICE REIMBURSEMENT

WORKFORCE READY GRANTS - ROUND 3   INVOICE   DUE 11/15/2024					
Instructions: Please complete the highlighted (light yellow) cells.					
Date Submitted		Billing Dates	July - September 2024		
Grantee Organization	0	Submitter Name			
HECC Agreement #	0	Submitter Email			
Project Status:	<input checked="" type="checkbox"/> Grant activity is underway and on schedule. <input type="checkbox"/> FINAL INVOICE - Grant activity is complete.				
Has the scope of project or budget changed from the description in your grant agreement?	<input type="checkbox"/> NO <input type="checkbox"/> YES	If yes, please submit an updated project plan and/or budget to request approval.			
<b>Budget Categories</b>	<b>Approved Budget</b>	<b>Reimbursed to Date</b>	<b>Current Request</b>	<b>Balance after Request</b>	<b>% Remaining</b>
Salaries, Wages, and Related Costs	\$ -			\$ -	#DIV/0!
Equipment and Other Capital Costs	\$ -			\$ -	#DIV/0!
Materials and Supplies	\$ -			\$ -	#DIV/0!
Travel	\$ -			\$ -	#DIV/0!
Participant Support Costs	\$ -			\$ -	#DIV/0!
Subawards	\$ -			\$ -	#DIV/0!
Other Direct Costs	\$ -			\$ -	#DIV/0!
Indirect Costs	\$ -			\$ -	#DIV/0!
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>
<b>Subaward Detail</b> (please add rows as needed)		Please provide details about "other direct costs" expenses in your request, description of wraparound supports, as well as any other budget details you wish to provide:			
<b>Subaward Organization Name</b>	<b>Current Request</b>				
<b>Subaward Total</b> (should match cell D16)		<b>\$ -</b>			

SAMPLE

# Exhibit H

## Reporting Due Dates

WORKFORCE READY GRANT ROUND THREE REPORTING SCHEDULE: Requirements and Deadlines							
Initial Reporting Requirements (due within 45 days of grant execution)							
1. DAS Performance Plan - required							
2. Spending Plan - required							
Reporting Quarter	Reporting Period (detailed)	Reporting Deadline (unless exception noted)	Required Reporting Items				Required Meeting Items
			Participant-Level Data	Quarterly Performance Narrative	ARPA Annual Equitable Outcomes & Community Engagement Report	Quarterly Expense Report / Invoice (Reimbursement Request)	Quarterly Meeting Form
FY25 Q1 (July - Sept)	7/1/2024 - 9/30/2024	11/15/2024	yes	yes	no	Once spend plan approved and quarterly performance report received	yes
FY25 Q2 (Oct - Dec)	10/1/2024 - 12/31/2024	2/15/2025	yes	yes	no	yes	yes
FY25 Q3 (Jan - Mar)	1/1/2025 - 3/31/2025	5/15/2025	yes	no	yes	yes	yes
FY25 Q4 (Apr - June)	4/1/2025 - 6/30/2025	8/15/2025	yes	yes	no	7/31/2025	yes
FY26 Q1 (July - Sept)	7/1/2025 - 9/30/2025	11/15/2025	yes	yes	no	yes	yes
FY26 Q2 (Oct - Dec)	10/1/2025 - 12/31/2025	2/15/2026	yes	yes	no	yes	yes
FY26 Q3 (Jan - Mar)	1/1/2026 - 3/31/2026	5/15/2026	yes	no	yes	yes	yes
FY26 Q4 (Apr - June)	4/1/2026 - 6/30/2026	8/15/2026	yes	yes	no	7/31/2026	yes

FY = Fiscal Year; Q = Quarter

# Exhibit I

## Disbursement Request

The Grantee can request up to \$149,000 or 10% of Grant Funds, whichever is less, of the Grant as a disbursement. All Funds must be reconciled prior to subsequent reimbursement of Funds. See below for sample disbursement request format.

### SAMPLE DISBURSEMENT REQUEST

**WORKFORCE READY GRANTS - ROUND 3 | INITIAL DISBURSEMENT | DUE ONCE SPEND PLAN IS APPROVED**

Instructions: Please complete the highlighted (light yellow) cells.

<b>Date Submitted</b>		<b>Billing Dates</b>	INITIAL DISBURSEMENT
<b>Grantee Organization</b>	0	<b>Submitter Name</b>	
<b>HECC Agreement #</b>	0	<b>Submitter Email</b>	
<b>Project Status:</b>	<input checked="" type="checkbox"/> Grant activity is underway and on schedule. <input type="checkbox"/> FINAL INVOICE - Grant activity is complete.		
<b>Has the scope of project or budget changed from the description in your grant agreement?</b>	<input type="checkbox"/> NO <input type="checkbox"/> YES	<i>If yes, please submit an updated project plan and/or budget to request approval.</i>	

Budget Categories	Approved Budget	INITIAL DISBURSEMENT	Balance after Request	% Remaining
Salaries, Wages, and Related Costs	\$ -		\$ -	#DIV/0!
Equipment and Other Capital Costs	\$ -		\$ -	#DIV/0!
Materials and Supplies	\$ -		\$ -	#DIV/0!
Travel	\$ -		\$ -	#DIV/0!
Participant Support Costs	\$ -		\$ -	#DIV/0!
Subawards	\$ -		\$ -	#DIV/0!
Other Direct Costs	\$ -		\$ -	#DIV/0!
Indirect Costs	\$ -		\$ -	#DIV/0!
<b>TOTALS</b>	\$ -	\$ -	\$ -	#DIV/0!

Subaward Detail (please add rows as needed)		Please provide details about "other direct costs" expenses in your request, description of wraparound supports, as well as any other budget details you wish to provide:
Subaward Organization Name	Current Request	
<b>Subaward Total (should match cell D16)</b>	\$ -	

# EXHIBIT J

## Provider Approval

Grantee shall not, without HECC's prior written consent, enter into any subcontracts or subgrants, or any other agreements or partnerships with organizations for any of the Project activities required of Grantee under this Agreement. HECC's consent to any subcontract, subgrant, or partner will not relieve Grantee of any of its duties.

<small>                     Disclaimer: This form is meant to be the HECC approval request form &amp; required information gathering sheet for you, subgrantees and/or contractors. You must fill out each section completely, confirm the background check/performace sections and submit the required certificates of insurances for yourself and your subgrantees/contractors with this sheet in order to gain approval. Before you transfer any dollars to a subgrantee or subcontractor, you must have HECC approval - which will come via email. If there are any changes needed, please email your grant administrator.                 </small>													
Subrecipient Number	Award Date	Period of Performance Start MM/DD/YYYY	Period of Performance End MM/DD/YYYY	Total Funding Amount	UEI Number	Name of Entity & Type of Business (LLC, INC, Individual)	Entity Type	Subaward Type	Address of Entity	Federal Funds 80% or More	Federal Funds at Least \$25 Million or More	Project Description	expenditure project (i.e. building design, construction)
Organization Name													
													Does this project have a capital

This sample form requires information such as:

- Subrecipient
- Award Date
- Period of Performance
- Total Funding Amount
- UEI Number (must be active in Sam.gov)
- Name of Entity & Type of Business
- Entity Type
- Subaward Type
- Address of Entity
- Federal Funds 80% or More
- Federal Funds at \$25 Million or More
- Project Description
- Capital Expenditures
- Total Budgeted for Capital Expenditures
- Capital Expenditure Type
- Vulnerable Populations Served
- Driving to, from and/or for project activities
- Background Check & Performance Confirmed
- Certificates of Insurances Verified and Copies Provided to HECC
- Counties Served
- Industry Sectors
- Priority Population(s) Focus


# EXHIBIT K

## ARPA Annual Equitable Outcomes and Community Engagement Report

The American Rescue Plan Act Annual Equitable Outcomes and Community Engagement report is due annually in May. See sample reporting and questions below.

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Annual Equitable Outcomes  
and Community Engagement  
Report

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**Recipient Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Grant #:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Promoting Equitable Outcomes**

*The U.S. Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Using the four points below: describe how your project will consider and measure equity at the various stages of your project, describe how your project's use of funds prioritizes economic and racial equity as a goal, describe how you identified specific targets intended to produce meaningful equity results at scale and explain the strategies to achieve those targets.*

*The information provided in this section will be used in DAS' annual Recovery Plan Performance Report as required in the Compliance and Reporting Guidance in section C.3.*

**Goals**  
*Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?*

Response: \_\_\_\_\_

**Awareness**  
*How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?*

Response: \_\_\_\_\_

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- **Goals:** Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
- **Awareness:** How equal and practical is the ability for residents or businesses to become aware the services funded by the SLFRF?
- **Access and Distribution:** Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
- **Outcomes:** Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?
- **Community Engagement:** Describe how your planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from community residents and community-based organizations.

## EXHIBIT L

### SAMPLE REQUIRED INSURANCE FOR SUBCONTRACTORS/SUBGRANTEES

Grantee must ensure that each of its subcontractors or subgrantees (individually or collectively "Subgrantee") obtain and maintain the following insurance coverage for the duration of this Agreement.

#### **INSURANCE REQUIREMENTS:**

Subgrantee shall obtain at Subgrantee's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Subgrantee shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Subgrantee 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 HECC. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subgrantee shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Subgrantee maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, HECC requires and shall be entitled to the broader coverage and/or higher limits maintained by Subgrantee.

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Subgrantee, 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). Subgrantee shall require and ensure that each of its subcontractors complies with these requirements. If Subgrantee is a subject employer, as defined in ORS 656.023, Subgrantee shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subgrantee is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Subgrantee 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:**

Subgrantee shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate limit.

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**  **Not required**

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

**PROFESSIONAL LIABILITY:**

**Required**  **Not required**

Subgrantee shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subgrantee and Subgrantee's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$3,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subgrantee shall provide Continuous Claims Made coverage as stated below.

**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 Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must 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, must be called upon to contribute to a loss until the Subgrantee'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, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Subgrantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, HECC requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subgrantee's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Subgrantee's 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:**

Subgrantee shall waive rights of subrogation which Subgrantee or any insurer of Subgrantee may acquire against the HECC or State of Oregon by virtue of the payment of any loss. Subgrantee shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not HECC has received a Waiver of Subrogation endorsement from the Subgrantee or the Subgrantee'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 Subgrantee 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 Grant Agreement, for a minimum of 24 months following the later of:

- (i) Subgrantee's completion and HECC's acceptance of all Services required under the Grant Agreement, or
- (ii) HECC or Grantee termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

Subgrantee agrees to periodic review of insurance requirements by HECC under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subgrantee and HECC.

**STATE ACCEPTANCE:**

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

**Additional Coverages That May Apply:**

**PHYSICAL ABUSE AND MOLESTATION INSURANCE:**

**Required**    **Not required**

Subgrantee shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Subgrantee is responsible including but not limited to Subgrantee and Subgrantee's employees and volunteers. Policy endorsement's definition of an insured must include the Subgrantee, and the Subgrantee's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

# ATTACHMENT G: HEALTHCARE INDUSTRY CONSORTIUM RECOMMENDATIONS WORKFORCE READY GRANTS ROUND 3: HEALTHCARE



## Healthcare Industry Consortium *Sector-Specific Workforce Ready Grant Funding Criteria Recommendations* January 25, 2024

*The Funding Workgroup, a committee of the Healthcare Industry Consortium, convened three times between October 2023 and January 2024 to develop recommendations for future rounds of Workforce Ready Grant Funding. This document outlines the workgroup's process and recommendations.*

### Workgroup Scope

Healthcare Industry Consortium funding workgroup was charged with advancing recommendations for **\$18M** of the remaining ARPA funds. The recommendation parameters include:

- Number of RFAs and funding amounts for each
- Focus of the RFAs (e.g., occupation / credential specific)
- Information that should be included in the applications (i.e., additional criteria like partnerships, etc.)

### Guiding Principles

The funding workgroup elevated a set of guiding principles that they used to direct their recommendation process. These include:

- Funding should balance program scale and equity
- Funding should seek to address occupations with largest workforce shortages identified in the data and allow for local needs to be elevated if they are not represented in statewide data
- Funding should seek to fill funding gaps and not duplicate other funding sources
- Funding should incentivize and resource partnerships between education and training providers, employers, and community-based organizations
- If funding is directed to short term credentialed, non-licensed occupations (that are often lower wage jobs) the consortium needs to include upskilling, retention, and career advancement strategies that create higher-wage opportunities for priority populations
- Funding should address barriers for priority populations (for example, wrap around supports like childcare or tuition support)

### Recommendations

The Funding Workgroup recommends the HECC run two RFAs focused on the healthcare workforce. These RFAs should split the available \$18M for healthcare grantmaking equally between the two RFAs. The focus of the two RFAs are described in detail below.

#### *RFA #1: Nursing Career Pathways (\$9M available)*

The first RFA should focus on Nursing Career Pathways to help address nursing shortages across the state. This RFA should focus on expanding education and training, job placement, retention, and career advancement for the broad nursing career pathway. Credentials include Certified Nursing Assistant 1 (CNA1), Certified Nursing Assistant 2 (CNA2), Medical Assistant (MA), Licensed Practical Nurses (LPN) and Registered Nurses (RN).

Additional criteria that should be surfaced in the proposals and considered as evaluation criteria include:

- HECC should consider proposals that address barriers to nursing program expansion outlined in the Oregon Longitude Data Collaborative [Postsecondary Healthcare Education Shortage](#) study and the [Nursing Shortage Summary Findings and Recommendations](#).
- HECC should consider proposals that engage entry level healthcare adjacent occupations in this RFA like personal care assistants, homecare workers, and others if the proposal is focused on providing support to upskill those workers to nursing career pathways.

- HECC should prioritize applications that have strong partnerships between education and training providers, employers, and community-based organizations.
  - o Regions that do not have a strong Community Based Organization ecosystem should not be deprioritized if they are not part of the application. Regions should identify the partnerships that best represent the region and that intentionally reach priority populations.
  - o HECC should balance the employer community when evaluating applications. Partnerships with employers should be representative across direct care, long-term care, and community-based models of care.
  - o HECC should consider prioritizing proposals that address proctor, faculty, and preceptor capacity by leveraging experienced nurses to advance a more diverse workforce.
- HECC should prioritize projects that clearly articulate a sustainability plan.
- HECC should prioritize proposals that provide culturally specific and responsive education and training programs, including wrap around supports for priority populations.
- HECC should prioritize scaling existing programs that are already established or need expansion rather than investing in new programs.
  - o Proposals should demonstrate how they are scaling existing programs. This may include but is not limited to:
    - Using resources to add wraparound supports to engage priority populations more intentionally in accessing existing nursing education and training programs.
    - Using funding to invest in AI/virtual lab equipment to offset clinical placement barriers for existing programs.
    - Expanding programs to reach additional geographies or priority populations
    - Expanding programs to reach more students.
  - o Expansion of existing programs is not specific to organizations that have received prior Future Ready Oregon funding, but emphasized programs must demonstrate existing infrastructure and capacity to reach priority populations, bolster their programs, or provide more intentional support for priority populations so they can advance in their career through upskilling or obtaining additional high value industry recognized nursing credentials. This capacity can also be demonstrated through partnerships.

#### *RFA #2: Flexible to meet regionally identified workforce needs RFA (\$9M available)*

The second RFA should focus on innovation and regional partnerships. Proposals can include a myriad of efforts that focus on recruitment, education and training, and/or retention projects that meet regionally identified workforce needs. Examples include but are not limited to: Upskilling traditional health workers, expanding education and training programs for the behavioral health workforce, and innovative approaches to training direct care support staff like radiology technicians.

#### Additional Criteria include:

- HECC should prioritize projects that clearly identify local/regional data to support their local workforce need, that is different from what statewide data might otherwise suggest.
- HECC should prioritize projects that have strong partnerships between education and training providers, employers, and community-based organizations, including demonstration of strong regional partnerships.
- HECC should prioritize proposals that provide culturally specific and responsive education and training programs, including wrap around supports for priority populations.
- HECC should prioritize proposals that clearly articulate how the proposed project is innovative.
- HECC should prioritize projects that clearly articulate a sustainability plan.

#### Next steps

HECC will work to enact these recommendations as discussed and advanced by the Healthcare Industry Consortium on January 25, 2024. The HECC will make final funding decisions after a competitive grant process is deployed. Healthcare Industry Consortium members can ensure there is a strong pool of applicants by promoting the RFAs to a broad audience that is representative of the diverse healthcare workforce ecosystem and includes perspectives across the direct care, long term care and community-based care employer community.