

# Contract Review Sheet

Grant Agreement

**HE-6457-25**

Title: Future Ready Oregon Bilingual Behavioral Health Initiative - Subaward

Contractor's Name: Western Oregon University

Department: Health and Human Services

Contact: Lyndsie Schwarz

Analyst: Sandra Fixsen

Phone #: (503) 584-4898

Term - Date From: Upon execution

Expires: June 30, 2026

Original Contract Amount: \$ 503,793.79

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 503,793.79

Amd% 0%

**Incoming Funds**  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) is a subrecipient of the Future Ready Oregon (FRO) federal grant award to Western Oregon University (WOU) for Temporary Qualified Mental Health Associates (QMHA) eligible Staffing Plan. FRO addresses the shortage of bilingual mental health professionals. MCHHS will participate in the recruitment process via on-boarding and managing temporary staff eligible for Qualified Mental Health Associate - Registered (QMHA-R) credentialing.

UEI: DECEM6WK8J17 PTE Federal Award No: SLFRP4454

Subaward No: WOU25-002-Marion\_County

Desired BOC Session Date: 5/7/2025

Contract should be in DocuSign by: 4/16/2025

Agenda Planning Date: 4/24/2025

Printed packets due in Finance: 4/22/2025

Management Update: 4/22/2025

BOC upload / Board Session email: 4/23/2025

BOC Session Presenter(s) Phil Blea

Code: Y

**REQUIRED APPROVALS**

DocuSigned by:   
E4592AF8CAA542C... 4/15/2025

DocuSigned by:   
BB4A939E0D02459... 4/17/2025

Finance - Contracts Date

Contract Specialist Date

Signed by:   
60C98A6F708240B... 4/16/2025

DocuSigned by:   
DC16351248DE4FC... 4/17/2025

Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 5/7/2025

Department: Health & Human Services

Title: Future Ready Oregon Bilingual Behavioral Health Initiative

Management Update/Work Session Date: 4/22/2025 Audio/Visual aids [ ]

Time Required: 10 mins Contact: Lyndsie Schwarz Phone: 503-584-4898

Requested Action: Approval

Issue, Description & Background: Marion County Health & Human Services (MCHHS) is a subrecipient of the Future Ready Oregon (FRO) federal grant award to Western Oregon University (WOU) for Temporary Qualified Mental Health Associates (QMHA) eligible Staffing Plan. MCHHS will participate in the recruitment process via on-boarding and managing temporary staff eligible for QMHA-R (Registered) credentialing. MCHHS will provide real-world earn to learn apprenticeship experiences for students identified and referred to WOU. The apprenticeship experience may include providing case management, skills training, and group facilitation for youth and adults with the aim of supporting the students in being ready to enter the workforce in the behavioral health field upon graduation.

Financial Impacts: Total incoming funds for the grant award agreement \$503,793.79.

Impacts to Department & External Agencies: N/A

List of attachments: Grant Agreement

Presenter: Phil Blea

Department Head Signature: Ryan Matthews

## FDP Cost Reimbursement Subaward

<b>Federal Awarding Agency:</b> US Dept. of Treasury	
<b>Pass-Through Entity (PTE):</b>	<b>Subrecipient:</b> Marion County
PTE PI:	Sub PI:
PTE Federal Award No: SLFRP4454	Subaward No: WOU25-002-Marion_County
Project Title: Bilingual Behavioral Health Initiative	
<b>Subaward Budget Period:</b>	
Start: 03/01/2025      End: 06/30/2026	Amount Funded This Action (USD): \$ 113,157.48
<b>Estimated Period of Performance:</b>	
Start: 03/01/2025      End: 06/30/2026	Incrementally Estimated Total (USD): \$ 503,793.79

### Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 45 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Principal Investigator Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Name: Jesse Peters</div> <div style="width: 45%;">Date: <input style="width: 80%;" type="text"/></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;">Title: President</div> <div style="width: 45%;"></div> </div>	By an Authorized Official of the Subrecipient:  <div style="text-align: center; font-weight: bold; font-size: 1.2em;">See County Signature Page</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">Name: Ryan Matthews</div> <div style="width: 45%;">Date: <input style="width: 80%;" type="text"/></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;">Title: HHS Administrator</div> <div style="width: 45%;"></div> </div>
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**SIGNATURE PAGE FOR  
FUTURE READY OREGON BILINGUAL BEHAVIORAL HEALTH INITIATIVE -  
SUBAWARD HE-6457-25**

**between  
MARION COUNTY and WESTERN OREGON UNIVERSITY**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  4/15/2025  
DocuSigned by:  
7D28A787656F458...

Department Director or designee Date

Authorized Signature:  4/17/2025  
DocuSigned by:  
DC16351248DE4EC...

Chief Administrative Officer Date

Reviewed by Signature:  4/16/2025  
Signed by:  
60C98A6E708240E...

Marion County Legal Counsel Date

Reviewed by Signature:  4/15/2025  
DocuSigned by:  
E4592AE8CAA542C...

Marion County Contracts & Procurement Date

**WESTERN OREGON UNIVERSITY SIGNATURE**

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

Date

Title: President

## Attachment 1 Certifications and Assurances

Subaward Number:

WOU25-002-Marion\_County

### **Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

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### **Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

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### **Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

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### **Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 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 shall certify and disclose accordingly.

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### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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### **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) 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 described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
WOU25-002-Marion\_County

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

[ ]

Federal Award Issue Date	FAIN	Assistance Listing No.
07/23/21	SLFRP4454	21.027

Assistance Listing Program Title (ALPT)

Coronavirus State and Local Fiscal Recovery Funds

Key Personnel Per NOA

[ ]

**This Subaward Is:**

- Research & Development     Subject to FFATA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:  
[ Kerry Thomas ]
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:  
[ https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds ]
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:  
[ https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds ] except for the following :
  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the [ Administrative ] Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: [ Additive ]

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

[ No additional requirements ]

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Copyrights:**

[ Subrecipient Grants ] to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: [ Subrecipient ]

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: [ ]

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

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**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

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**Human Subjects Data** (Select One)

This section left intentionally blank

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This section left intentionally blank

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**Additional Terms**

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:  
WOU25-002-Marion\_Cou

**PTE Information**

Entity Name:

Legal Address:

345 Monmouth Ave N  
Monmouth OR 97361

Website:

https://wou.edu

**PTE Contacts**

Central Email:

sponsoredprojects@wou.edu

Principal Investigator Name:

Email:

winninr@wou.edu

Telephone Number:

503-838-8297

Administrative Contact Name:

Tracie Wicks

Email:

wickst@wou.edu

Telephone Number:

503-838-8486

COI Contact email (if different to above):

Financial Contact Name:

Aubrey Stanton

Email:

stantona@wou.edu

Telephone Number:

503-751-4139

Email invoices?    Yes    No

Invoice email (if different):

Authorized Official Name:

Jesse Peters

Email:

djpeters@wou.edu

Telephone Number:

503-838-8888

**PI Address:**

345 Monmouth Ave N  
Monmouth, OR  
97361

**Administrative Address:**

345 Monmouth Ave N  
Monmouth, OR  
97361

**Invoice Address:**

345 Monmouth Ave N  
Monmouth, OR  
97361

# Attachment 3B

## Subrecipient Contacts

Subaward Number:  
WOU25-002-Marion\_County

### Subrecipient Information for **FFATA** reporting

Entity's UEI Name:

EIN No.:  Institution Type:

UEI:  Currently registered in SAM.gov:  Yes  No

Parent UEI:  Exempt from reporting executive compensation:  Yes  No (if no, complete 3Bpg2)

Place of Performance Address *This section for U.S. Entities:* Zip Code [Look-up](#)  
Congressional District:  Zip Code+4:

2045 Silverton Rd NE  
Salem, OR  
97301

### Subrecipient Contacts

Central Email:

Website:

#### Principal Investigator Name:

Email:  Telephone Number:

Administrative Contact Name:

Email:  Telephone Number:

Financial Contact Name:

Email:  Telephone Number:

Invoice Email:

Authorized Official Name:

Email:  Telephone Number:

### Legal Address:

3160 Center St. NE  
Salem, Oregon  
97301

### Administrative Address:

3160 Center St. NE  
Salem, Oregon  
97301

### Payment Address:

3160 Center St. NE  
Salem, Oregon  
97301

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:  
WOU25-002-Marion\_County

**Subrecipient:**

Institution Name:

PI Name:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:

WOU25-002-Marion\_County

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's  within  days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within  days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's  within  days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's  in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's  within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's  within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

WOU25-002-Marion\_County

**Statement of Work**

Below Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Marion County will be critical in engaging and serving students through the earn-to-learn component of this program, which will provide culturally relevant opportunities for students to get experience working with diverse populations, supervised clinical hours necessary for credentialing or licensure.

Marion County will work directly with students to help them apply to become Qualified Mental Health Associates - R. Marion County will also create opportunities for students to work directly with the community to support behavioral health, under the supervision of a mental health staff member, who has expertise in supporting bilingual behavioral health services and programming.

After participating in the earn-to-learn component of this program students may be eligible to become full QMHAs or to pursue additional education and master-level licensure (e.g., LPC, LCSW, QMHP).

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input style="width: 50px; text-align: center;" type="text" value="10"/> % Rate Type: <input style="width: 200px;" type="text" value="Modified Total Direct Costs"/>	<b>Cost Sharing</b> <input style="width: 100px;" type="text" value="No"/> If Yes, include Amount: \$ <input style="width: 80px;" type="text"/>
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**Budget Details** Below Attached,  pages

**Budget Totals**

Direct Costs	\$	<input style="width: 90%; text-align: right;" type="text" value="457,994.35"/>
Indirect Costs	\$	<input style="width: 90%; text-align: right;" type="text" value="45,799.44"/>
Total Costs	\$	<input style="width: 90%; text-align: right;" type="text" value="503,793.79"/>

*All amounts are in United States Dollars*

March -June

July - June 26

Marion County Health & Human Services Budget Personnel Costs	Total Year One (4 months of student pay and 6 months of Erica pay)		Total Year Two (12 months of student pay)		Grant Total 17 Months
	4 Months		12 Months		
<b>Erica Alonzo-Leon @ 20 hours per week</b>	\$	35,561.55	\$	121,786.45	\$ 157,348.01
<i>Erica Alonzo is a clinical supervisor with Marion County HHS and will serve as the project coordinator for Marion &amp; Polk Counties.</i>					
<i>20 hrs per week * 52 weeks = 1040</i>					
<b>12 Students @ 16 hours per week</b>	\$	67,308.88	\$	233,337.46	\$ 300,646.34
<i>16 hours per week * 52 weeks = 832</i>					
<b>Total Personnel Cost</b>	\$	<b>102,870.44</b>	\$	<b>355,123.92</b>	\$ <b>457,994.35</b>
<b>Indirect @ 10%</b>	\$	<b>10,287.04</b>	\$	<b>35,512.39</b>	\$ <b>45,799.44</b>
<b>Total Budget</b>	\$	<b>113,157.48</b>	\$	<b>390,636.31</b>	\$ <b>503,793.79</b>

Temp Tax Rate:

Erica Alonzo - Leon Benefits:

## **Attachment 6**

### **Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

## Informational Cover Page - Grants

*This page is not part of the Agreement*

Agreement No. 23-141Y

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>	\$2,000,000
<b>Distribution Schedule:</b>	Reimbursement only.
<b>Funding source:</b>	Federal ARPA Funds PCA 34160
GRANTEE INFORMATION	
<b>Grantee:</b>	Western Oregon University
<b>Address:</b>	34 N Monmouth Ave Monmouth, OR 97361
<b>Administrator:</b>	Dr. Rob Winningham
<b>Phone:</b>	503-838-8297
<b>Email:</b>	<a href="mailto:winninr@wou.edu">winninr@wou.edu</a>
<b>Fiscal Contact</b>	Tracie Wicks
<b>Phone:</b>	503-838-8486
<b>Email:</b>	<a href="mailto:wickst@wou.edu">wickst@wou.edu</a>
HECC INFORMATION	
<b>Administrator:</b>	Heather Anderson
<b>Phone:</b>	971-375-3081
<b>Email:</b>	<a href="mailto:Heather.anderson@hecc.oregon.gov">Heather.anderson@hecc.oregon.gov</a>
<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>Western Oregon University</b>
(ii) Subrecipient’s Unique Entity Identifier (Sam.gov):	<b>NLY9PML2VVB3</b>
(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>7/1/2024 – 8/1/2026</b>
(vi) Subaward Budget Period Start and End Date	<b>7/1/2024 – 6/30/2026</b>
(vii) Amount of Federal Funds Obligated by this Agreement:	<b>\$2,000,000</b>
(viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**:	<b>\$2,000,000</b>
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity**:	<b>\$2,000,000</b>
(x) Federal Award Project Description:	<b>Coronavirus State Fiscal Recovery Fund</b>
(xi) 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>Higher Education Coordinating Commission</b>
(c) Contact Information for awarding official of the pass – through entity:	<b><a href="#">Kerry Thomas</a>, Future Ready Oregon Project Manager <a href="mailto:Kerry.a.thomas@hecc.oregon.gov">Kerry.a.thomas@hecc.oregon.gov</a></b>
(xii) Assistance Listings Number and Assistance Listings Project Title:	<b>21.027 Coronavirus State and Local Fiscal Recovery Funds</b>
(xiii) Amount	<b>\$2,648,024,988.20</b>
(xiv) Is Award Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xv) Indirect Cost Rate:	<b>Indirect rate: 22%</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 or committed to the Subrecipient by the pass-through entity is the total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity during the current State fiscal year.

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# STATE OF OREGON GRANT AGREEMENT

Agreement No. 23-141Y

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

## SECTION 1: AUTHORITY

This Agreement is authorized by ORS 350.075 and ORS 660.400.

## 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 fund activities that 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:

Heather Anderson  
3225 25th Street SE  
Salem, OR 97302  
Phone: 971-375-3081  
Email: [heather.anderson@hecc.oregon.gov](mailto:heather.anderson@hecc.oregon.gov)

### 4.2 Grantee’s Grant Administrator is

Dr. Rob Winningham  
345 N Monmouth Ave  
Monmouth, OR 97361

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Phone: 503-838-8297

Email: [winninr@wou.edu](mailto:winninr@wou.edu)

- 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 \$2,000,000 ("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 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.

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.

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

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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 it 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

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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 public university 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.

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- 7.6** Grantee shall immediately report in writing, to 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

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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** Subject to the limitations and conditions of the Oregon Constitution, Article XI, Section 7, and the Oregon Tort Claims Act, ORS 30.260 et seq., 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

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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

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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

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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 this Section 12.

## **SECTION 13: GRANTEE DEFAULT**

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

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events:

- 13.1** Grantee commits any material breach or default of any covenant, warranty, obligation, certification, under this Agreement or 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** Reserved
- 13.4** Reserved
- 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) Reserved, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 of this Agreement or setoff, or both. 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: CONTRIBUTION; SUBGRANTEE/SUBCONTRACTOR INSURANCE**

- 18.1** The parties agree to the contribution language in Exhibit C.
- 18.2** If HECC approves Grantee's subcontractor or subgrantee pursuant to a request made under Section 32, Grantee shall require its contractors to maintain insurance required by HECC based upon the activities conducted and participants served. A Sample of the subcontractor/subgrantee insurance requirements is set forth in Exhibit L.

## **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;

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- 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**

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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, 17, 23, 25, and 36 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

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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>
- 27.4** If applicable, Grantee shall comply with all provisions of ORS 279A.803.

## **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

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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 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

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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 (“Contribution Language”)
- 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 (“-Sample Required Insurance For Subcontractors/Subgrantees”)

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### 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.

**WESTERN OREGON UNIVERSITY**

*Jesse Peters*  
**By:** Jesse Peters (Dec 20, 2024 10:06 EST)  
\_\_\_\_\_  
Dr. Jesse Peters, President

12/20/2024  
\_\_\_\_\_  
Date

**HIGHER EDUCATION COORDINATING COMMISSION**

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

December 20, 2024  
\_\_\_\_\_  
Date

**HECC – Review for procurement sufficiency**

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

12/20/2024  
\_\_\_\_\_  
Date

**DOJ – Review for legal sufficiency**

**By: David Berryman, Assistant Attorney General via email dated 12/16/2024**

## **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 (2022) and codified in Oregon Revised Statute Chapter 660. [Future Ready Oregon](#) is a comprehensive investment package that supports the education and training Oregonians need for good-paying jobs and meaningful careers in healthcare, manufacturing, and technology. Workforce Ready Grants are one of numerous components of the Future Ready Oregon investment package administered by HECC.

This third round of Workforce Ready Grant funding marks the final funding opportunity through the Oregon Legislature's 2022 investment known as Future Ready Oregon, making available federal American Rescue Plan Act (ARPA) funds for sector-specific workforce priorities informed by HECC's Healthcare, Manufacturing, and Technology Industry Consortia.

The Healthcare Workforce Ready Grants advance healthcare career pathways, connecting participants with regionally identified high-demand occupations, as well as nursing career pathways in all parts of the state. Grantee has been selected to utilize Workforce Ready Grant funds to create and deliver innovative, collaborative workforce development programming that connects students, learners, and workers to credential and career pathways that center the needs of individual participants served by the project, addressing barriers to access and success in education and employment.

#### **Part 2: Project Activities**

Grantee will create a behavioral health training pipeline from community college to bachelor's and advanced degrees and post-clinical supervision by performing the following:

1. Grantee will recruit a minimum of 90 students interested in behavioral health careers and provide targeted recruitment and outreach to Spanish speaking bilingual (and multilingual) students.
2. Grantee will provide students with scholarships, wraparound support, cultural competency training and earn-to-learn opportunities.
3. Grantee will provide students with supervised work experience and training under the guidance of licensed professionals.
4. Grantee will partner with community-based organizations that will help with participant outreach, cultural competency training, engagement and funding for transportation, child care services, or technology, if needed, to further reduce barriers.

**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.
- 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 shown 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.

<b>Budget Categories</b>	<b>Amount</b>
Direct Program Costs	\$1,639,344.26
Indirect Program Costs	\$360,655.74
<b>TOTAL AMOUNT</b>	<b>\$2,000,000</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.

## EXHIBIT B

# FEDERAL AMERICAN RESCUE PLAN ACT ASSURANCES AND CERTIFICATIONS

By signing the Agreement, Recipient 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.

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**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

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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 F (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

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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

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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.

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**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:

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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.

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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->

## **EXHIBIT C**

### **CONTRIBUTION LANGUAGE**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which HECC is jointly liable with Grantee (or would be if joined in the Third-Party Claim), HECC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of HECC on the one hand and of Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of HECC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. HECC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if HECC had sole liability in the proceeding.

With respect to a Third-Party Claim for which Grantee is jointly liable with HECC (or would be if joined in the Third-Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by HECC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of HECC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of HECC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of Local Government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents,

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employees or subcontractors of the contractor( "Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

## **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. HECC will provide Grantee with the Performance Plan which will include the following questions:

- **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.

# **EXHIBIT E**

## **HECC Reporting Requirements**

### **Performance Reporting – Due Quarterly**

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 [SB 1545, 2022](#). HECC 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 offer one brief success story of your program over the past quarter.
- 2) Identify and describe the challenges you faced in implementing your Workforce Ready Grant program over the last quarter.
- 3) Based on your progress thus far, do you anticipate achieving the outcomes of your Workforce Ready Grant program?
- 4) Please describe any unintended outcomes achieved, both positive and negative.
- 5) 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
- 6) Is there anything you would like to share with the Oregon legislature about the impact, success, and/or challenges of your Workforce Ready Grant?
- 7) Share any direct responses from participants that highlight successes and/or challenges they experienced while participating in the Workforce Ready Grant program.
- 8) Grantees will be asked to complete the following chart for each of their program deliverables/outcomes for the reporting quarter:

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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 HECC’s secure Partner Portal only.

Element Name	Description
Legal First Name	The participant’s legal first name as it appears on official documents such as a Driver’s License.
Legal Middle Name	The participant’s legal middle name or initial as it appears on official documents such as a Driver’s License.
Legal Last Name	The participant’s legal last name as it appears on official documents such as a Driver’s License.
Suffix	The participant’s suffix, e.g., II, Jr., Senior, etc., as it appears on official documents such as a Driver’s License.
Date of Birth	The participant’s date of birth.

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SSN	The participant's Social Security Number.
Gender	The participant's gender identity.
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.
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.
Asian American/ Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent.
Native Hawaiian/ Pacific Islander	A person having origins in any of the Pacific Islands including American states or territories.
Black/ African American	A person having origins in any of the black racial groups of Africa.
White	A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Phone	The participant's home or cell phone number.
Email	The participant's email address.
Street Address	The street address of the participant's residential address.
City	The city of the participant's residential address.

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State	The state of the participant’s residential address.
ZIP	The ZIP code of the participant’s residential address.
Individual with a Disability	Self-reported as a person with a disability.
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.
Household Annual Income	The student’s annual household income.
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.
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.
Tribal Membership	The tribal membership status of the participant in one of Oregon’s nine federally recognized Indian tribes.
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.

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LGBTQ+	Records whether the participant identifies as a member of the LGBTQ+ community.
Employed at Participation	Records whether the participant was employed when entering the program/service.
Educational Attainment	Records the participant's highest level of educational attainment at entry.
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.
Service Type ID	The service type number represents the types of services funded by Future Ready Oregon
Service Location ZIP	The ZIP code of the service's address.
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 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.
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.
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.
Wage	The hourly wage earned by the participant in a service that utilizes paid work experiences as a workforce development strategy.
Completed Program/ Service	Indicates whether the participant completed the service
Start Date	The date the participant began receiving the specific service.

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End Date	The date the participant completed or stopped receiving the service.
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 applicable, leave it blank.

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, offer technical assistance with 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 HECC’s grant administrator will reach out to schedule a final call to discuss your experience as a grant recipient. HECC’s 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**

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<b>Performance Period</b>	<b>Reporting Deadline</b>	<b>Reporting Items Due</b>
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> <li>– Quarterly Check-In</li> </ul>
April – June	August 15	
July – September	November 15	
October – December	February 15	
July – June (Annual)	July 15	– Annual Report
Closeout	End of grant	– Final Calls

# EXHIBIT F

## Spend Plan

(due within 45 days after Grant execution and **must** be approved by HECC)

Grantee must submit for HECC's approval a Spend Plan with anticipated quarterly expenditures through June 30, 2026.

### Sample Spend Plan

WORKFORCE READY GRANTS - ROUND THREE									
Period of Performance: July 1, 2024 - June 30, 2026									
Grantee Organization:					Instructions: Please complete the yellow highlighted cells.				
HECC Agreement #:									
Total Grant Award:									
Date submitted:									
	YEAR 1				YEAR 2				
	FY25Q1	FY25Q2	FY25Q3	FY25Q4	FY26Q1	FY26Q2	FY26Q3	FY26Q4	Total Spending
<b>Budget Categories</b>	Jul - Sept 2024	Oct - Dec 2024	Jan - Mar 2025	Apr - Jun 2025	Jul - Sept 2025	Oct - Dec 2025	Jan - Mar 2026	Apr - Jun 2026	
Salaries, Wages, and Related Costs									\$ -
Equipment and Other Capital Costs*									\$ -
Materials and Supplies									\$ -
Travel									\$ -
Participant Support Costs									\$ -
Subawards									\$ -
Other Direct Costs									\$ -
Indirect Costs									\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Funds must be spent no later than June 30, 2026.</b>									
Note: Total spending numbers should match the budget in your grant agreement									
* For grants that include capital expenditure projects, please complete the "Capital Projects" tab.									
Grantees will complete and update this spend plan:	Within the first 45 days of their grant agreement execution. If a grant change is requested that includes a budget revision. As requested by their HECC grant administrator (usually requested when spending differs substantially from original estimate)								

For capital projects, such as building a classroom or a construction-based project, additional information is required. Please complete one line per capital project with the information requested. If you have questions about what is considered a capital project, please contact your HECC grant administrator.

If there are capital projects that are planned that will exceed \$10 million, please contact your HECC grant administrator as soon as possible, as additional information will be needed.

Total budgeted for capital expenditure	Capital Expenditure Type	Other type explanation	Project Description	Project start date	Project completion date

# 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, whichever is less (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
<b>TOTAL AWARD</b>	\$ -		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		\$ -		
<b>TOTAL</b>	\$ -	\$ -		
Notes				

*Continued on following page.*

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### SAMPLE INVOICE REIMBURSEMENT

**WORKFORCE READY GRANTS - ROUND 3 | INVOICE | DUE 2/15/2025**

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

<b>Date Submitted</b>		<b>Billing Dates</b>	October - December 2024
<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	Reimbursed to Date	Current Request	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>	\$ -	\$ -	<b>\$ -</b>	\$ -	#DIV/0!

Provider Payments (please add rows as needed)		Please provide details about "other direct costs" expenses in your request, description of wraparound supports, or other requested budget details:
Provider Name	Current Request	
<b>Provider total</b>	\$ -	

*I certify that to the best of my knowledge, the information contained in this form and the accompanying materials is true and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the award.*

<b>Signature of Authorized Authority</b>		<b>Date</b>	
<b>Printed Full Name</b>		<b>Email</b>	
<b>Title</b>			

Please submit this completed form to the Higher Education Coordinating Commission in accordance with the terms of your grant agreement.  
**Email completed request to your grant administrator.**

# Exhibit H

## Reporting Due Dates

SAMPLE REPORTING SCHEDULE: Requirements and Deadlines			Key Terms			
<b>Initial Reporting Requirements (due within 45 days of grant execution)</b>			FY = Fiscal Year. Starts July 1 and ends the following calendar year June 30.			
<a href="#">1. DAS Performance Plan - required</a>			Q = Quarter			
<a href="#">2. Spending Plan - required</a>			ARPA = American Rescue Plan Act			
			DAS = Department of Administrative Services for the State of Oregon			
Required Reporting Items						
Reporting Quarter	Reporting Period (detailed)	Reporting Deadline (unless exception noted)	<a href="#">Participant-Level Data</a>	<a href="#">Quarterly Performance Narrative</a>	<a href="#">ARPA Annual Equitable Outcomes &amp; Community Engagement Report</a>	<a href="#">Invoice (Reimbursement Request)/Expense Report</a>
FY25Q1 (Jul - Sept)	7/1/2024 - 9/30/2024	2/15/2025	yes	yes	no	Once spend plan approved and quarterly reporting received/reviewed for Q1 & Q2
FY25Q2 (Oct - Dec)	10/1/2024 - 12/31/2024					
FY25Q3 (Jan - Mar)	1/1/2025 - 3/31/2025	5/15/2025	yes	yes	yes	yes
FY25Q4 (Apr - June)	4/1/2025 - 6/30/2025	8/15/2025	yes	yes	no	7/31/2025
FY26Q1 (July - Sept)	7/1/2025 - 9/30/2025	11/15/2025	yes	yes	no	yes
FY26Q2 (Oct - Dec)	10/1/2025 - 12/31/2025	2/15/2026	yes	yes	no	yes
FY26Q3 (Jan - Mar)	1/1/2026 - 3/31/2026	5/15/2026	yes	yes	yes	yes
FY26Q4 (Apr - June)	4/1/2026 - 6/30/2026	8/15/2026	yes	yes	no	7/31/2026

# Exhibit I

## Disbursement Request

The Grantee can request up to \$149,000 or 10% of Grant Funds (whichever is less), of the Grant as an initial disbursement. If Grantee requests start-up funding, Grantee must describe the start-up funding request in its Spend Plan (Exhibit F).

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.

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)	Subaward Organization Name	Current Request	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 Total (should match cell D16)</b>		\$ -	

*I certify that to the best of my knowledge, the information contained in this form and the accompanying materials is true and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the award.*

<b>Signature of Authorized Authority</b>		<b>Date</b>	
<b>Printed Full Name</b>		<b>Email</b>	
<b>Title</b>			

Please submit this completed form to the Higher Education Coordinating Commission in accordance with the terms of your grant agreement. Email completed request to your grant administrator.

## 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.

<b>Organization Name</b>	<small>Directions: This form is meant to be the HECC approval request form &amp; required ABPA information gathering sheet for you, subgrantees and/or contractors. You must fill out each section completely, confirm the background check policy/performance section, and submit the required certificates of insurances for yourself and your subgrantees/contractors with this sheet in order to gain approval.</small>											
<b>Grant Agreement #</b>	<small>Before you transfer any dollars to a subgrantee or subcontractor, you must have HECC approval - which will come via email.</small>											
<b>Grant Amount</b>	<small>If there are any changes needed, please email your grant administrator.</small>											
Subrecipient Number	Oregon Secretary of State Registry Number	Employer ID Number (EIN)	Name of Entity & Type of Business (LLC, INC, Individual)	Award Date	Period of Performance Start <small>MM/DD/YYYY</small>	Period of Performance End <small>MM/DD/YYYY</small>	Total Funding Amount	Unique Entity Identifier (UEI)	Entity Type	Subaward Type	Address of Entity (Physical Address)	Primary Place of Performance (if different from Physical Address). <small>Include City, State, Zip if different from column 1.</small>

**This sample form requires information such as:**

- Subrecipient Number
- Oregon Secretary of State Registry Number
- Employer ID Number (EIN)
- Name of Entity & Type of Business
- Award Date
- Period of Performance
- Total Funding Amount
- UEI Number (must be active in Sam.gov)
- Entity Type
- Subaward Type
- Physical Address of Entity
- Primary Place of Performance
- 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
- Other types of insurances identified that are specific to project activities
- Background Check & Performance Confirmed
- Certificates of Insurances Verified and Copies Provided to HECC
- Counties Served

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- 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: \_\_\_\_\_

---

- **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:**

**23-141Y WOU WR3: Healthcare**

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:**

**23-141Y WOU WR3: Healthcare**

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 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:**

**23-141Y WOU WR3: Healthcare**

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.