

Informational Cover Page - Grant

THIS PAGE IS NOT PART OF THE AGREEMENT

Agreement No. 25-105C

AGREEMENT INFORMATION	
Project Title:	Statewide Apprenticeship Creation Grant
Allowable Cost Period:	February 1, 2026 – June 30, 2028
Effective Period:	Upon Last Signature – July 31, 2028
Amount:	\$117,795
Distribution Schedule:	Monthly Reimbursement
Funding Source:	67174
GRANTEE INFORMATION	
Grantee:	Oregon Coast Community College
Address:	400 SE College Way Newport, OR 97366
Administrator:	Dan Lara
Phone:	928-208-5876
Email:	dan.lara@oregoncoast.edu
Fiscal Contact:	Sharon Hahn
Phone:	541-876-8504
Email:	sharon.hahn@oregoncoast.edu
HECC INFORMATION	
Administrator:	Jennifer Denning
Phone:	503-779-8818
Email:	Jennifer.L.Denning@hecc.oregon.gov
Procurement Contact:	Angie Duncan
Phone:	971-701-0065
Email:	Angela.Duncan@hecc.oregon.gov

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):	Oregon Coast Community College
(ii) Subrecipient's Unique Entity Identifier (Sam.gov):	QMLMUVJMQHB8
(iii) Federal Award Identification Number (FAIN):	25A60AP000125
(iv) Federal Award Date:	June 25, 2025
(v) Sub-award Period of Performance Start and End Date:	July 1, 2025 - June 30, 2028
(vi) Total Amount of Federal Funds Obligated by this Agreement:	\$117,795
(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**:	\$322,164
(viii) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	\$117,795
(ix) Federal Award Project Description:	Advancing Educational Success Through Apprenticeship
(x) Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:	
(a) Federal Awarding Agency:	U. S. Department of Labor
(b) Name of pass-through entity*:	HECC
(c) Contact Information for awarding official of the pass-through entity:	Julia Steinberger Phone: 971-345-1136 Julia.pontoni@hecc.oregon.gov
(xi) Assistance Listings Number and Assistance Listings Project Title:	17.285 Apprenticeship USA Grants
(xii) Amount	\$4,990,464
(xiii) Is Award Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xiv) Indirect Cost Rate:	Indirect rate: 15% de minimis

*For the purposes of this form, "Subrecipient" refers to Grantee or Recipient and "pass-through entity" refers to HECC.

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

STATE OF OREGON GRANT AGREEMENT

Agreement No. 25-105C

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

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 350.075 and ORS 660.002.

SECTION 2: PURPOSE

The purpose of this Agreement is to fund new apprenticeships and pre-apprenticeships in specific 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 July 31, 2028 unless terminated earlier in accordance with Section 18.

SECTION 4: GRANT ADMINISTRATORS

4.1 HECC’s Grant Administrator is:

Jennifer Denning
3225 25th Street SE
Salem, OR 97302
Phone: 503-779-8818
Email: Jennifer.L.Denning@hecc.oregon.gov

4.2 Grantee’s Grant Administrator is:

Dan Lara
400 SE College Way
Newport, OR 97341
Phone: 928-208-5876
Email: dan.lara@oregoncoast.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 \$117,795 (“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 monthly reimbursement requests. To be processed for payment, reimbursement requests must be submitted using Exhibit D SAEF3 Reimbursement Request Form.

Grantee shall e-mail reimbursement requests to: HECC.Finance@HECC.Oregon.gov and a copy to the Grant Administrator’s email: Jennifer.L.Denning@hecc.oregon.gov.

To be processed for payment, all reimbursement requests must be submitted no later than 30 days following the end of the Allowable Cost Period stated in Section 6.2.

- 6.2 **Allowable Cost Period.** The Allowable Cost Period is the period between **February 1, 2026 to June 30, 2028**.

- 6.3 **Allowable Costs.** The 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.

- 6.4 Reserved.

- 6.5 **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:

- 6.5.1 HECC has received sufficient funding and expenditure authorizations to allow HECC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- 6.5.2 No default as described in Section 12 has occurred.
- 6.5.3 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.

6.5.4 By execution of this Agreement, Grantee certifies in writing that it has complied with all applicable requirements under Section 11.

6.5.5 HECC has received and accepted all reports related to this Agreement due at time of disbursement.

6.6 Backup Documentation. Upon request by HECC, Grantee will promptly provide backup documentation satisfactory to HECC to support Grantee's expenditure of Grant Funds.

6.7 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.

6.8 Suspension of Funding and Project. HECC may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if HECC has or reasonably projects that it will have insufficient funds from the funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds. If HECC subsequently projects that it will have sufficient funds, HECC will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and HECC will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, HECC will either (i) cancel or modify the stop-work order by a supplemental written notice or (ii) terminate this Agreement as permitted by either the termination at HECC's discretion or for cause provisions of this Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to HECC that:

7.1 Grantee is a community college 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;
- 7.4** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee;
- 7.5** Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Grantee pertaining to this Agreement that constitutes a “claim” (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee. Nothing in this Section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785;
- 7.6** Grantee shall immediately report in writing, to 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;
- 7.8** Grantee must comply with the assurances in Exhibit B; and
- 7.9** Grantee shall disclose to HECC any artificial intelligence (“AI”) products and/or services that Grantee intends to utilize in performing the project activities as described in this Agreement. Grantee shall obtain written authorization from HECC prior to implementing any AI products and/or services in the performance of project activities. Grantee shall implement, and take

reasonable measures to confirm applicable vendors implement, appropriate safeguards when using AI products and/or services to perform project activities under this Agreement.

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 "**Grantee Intellectual Property**" means any intellectual property owned by Grantee and developed independently from the work under this Agreement.
 - 9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Grantee or HECC.
 - 9.1.3 "**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 All Work Product created by Grantee under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of HECC.
- 9.2.1 If the Work Product uses pre-existing elements of Grantee Intellectual Property, Grantee hereby grants to HECC an irrevocable, non-exclusive, perpetual, royalty-free, fully paid-up, world-wide license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements, and to authorize others to do the same on HECC's behalf.
 - 9.2.2 If the Work Product uses 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 to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element, and to authorize others to do the same on HECC's behalf.

- 9.3 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, or if state or federal law requires that HECC or the United States own the 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.
- 9.4 The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

- 9.5 All small business firms, and non-profit organizations (including Institutes of Higher Education) must adhere to the Bayh Dole Act, which requirements are provided at 37 CFR 401.3(a) and at <https://doleta.gov/grants/pdf/BayhDoleGrantTerm.pdf>. To summarize, these requirements describe the ownership of Intellectual Property rights and the government’s nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under

this grant. These requirements are in addition to those found in the Intellectual Property Rights term provided in this document.

- 9.6 As required at 2 CFR 2900.13, any intellectual property developed under a competitive award process must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. The Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license.

SECTION 10: CONTRIBUTION AND INDEMNITY

- 10.1 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.
- 10.2 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.
- 10.3 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.

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

10.5 Contract Indemnification: Notwithstanding Section 10.1 to 10.3, and subject to any limitations imposed by State law and the Oregon Constitution:

Grantee shall accept all responsibility, defend lawsuits, indemnify, and hold harmless the State of Oregon and its officers, employees and agents for all contract and quasi-contract related claims and suits brought by any person arising out of or related to the activities of Grantee under this Agreement. This includes, but is not limited to, all contract claims or suits brought against any contractor, whether arising out of the contractor's work, Grantee's supervision of any individual project or contract, or Grantee's failure to comply with the terms of this Agreement. This also includes, but is not limited to, any actions arising out of intellectual property or infringement. Nothing herein is a waiver of any defense based upon state sovereign immunity related to contract, quasi-contract, or intellectual property or infringement claims.

HECC shall accept all responsibility, defend lawsuits, indemnify, and hold harmless Grantee and its officers, employees and agents for all contract and quasi-contract related claims and suits brought by any person arising out of or related to the activities of HECC under this Agreement. This includes, but is not limited to, all contract claims or suits brought against any contractor, whether arising out of the contractor's work, HECC's supervision of any individual project or contract, or HECC's failure to comply with the terms of this Agreement. This also includes, but is not limited to, any actions arising out of intellectual property or infringement. Nothing herein is a waiver of any defense based upon state sovereign immunity related to contract, quasi-contract, or intellectual property or infringement claims.

SECTION 11: BACKGROUND CHECK/CRIMINAL HISTORY VERIFICATION

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

- 11.1** To the extent permitted by law, Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with Vulnerable Populations and funded with resources from this Grant, as follows:
- 11.1.1** By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police office and furnish a copy thereof to Grantee; or
 - 11.1.2** As the employer, by contacting a local Oregon State Police office for an “Oregon only” criminal history check on the applicant/employee/volunteer; or
 - 11.1.3** By use of another method of criminal history verification that is at least as comprehensive as those described in Sections 11.1.1 and 11.1.2 above.
A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with Vulnerable Populations.
- 11.2** To the extent permitted by law, in addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by Grantee’s written policies and procedures, current and appropriate information includes the results of public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including:
- 11.2.1** The Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
 - 11.2.2** The website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - 11.2.3** The website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating Vulnerable

Populations in the course of activities under the award.

- 11.3** Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review must examine:
- 11.3.1** The severity and nature of the crime;
 - 11.3.2** The number of criminal offenses;
 - 11.3.3** The time elapsed since commission of the crime;
 - 11.3.4** The circumstances surrounding the crime;
 - 11.3.5** The subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and
 - 11.3.6** The police or arrest report confirming the subject individual's explanation of the crime.
- 11.4** Grantee must determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee, or volunteer scheduled to work with Vulnerable Populations, and whether based upon the conviction the person poses a risk to working safely with Vulnerable Populations. If Grantee intends to hire or retain the employee, potential employee, or volunteer, Grantee must confirm in writing the reasons for hiring or retaining the individual. These reasons must address how the applicant, employee, or volunteer is presently suitable or able to work with Vulnerable Populations in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraphs of this Section. Grantee will ensure that all information related to the criminal background check of the applicant, employee, or volunteer is filed and retained in the appropriate file.
- 11.5** Grantee must make determinations of suitability, in advance, before individuals may interact with participating Vulnerable Populations, regardless of the individual's employment status. All required background check information must be completed before the determination regarding suitability.

SECTION 12: GRANTEE DEFAULT

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

- 12.1** Grantee commits any material breach or default of any covenant, warranty, obligation, certification, under this Agreement or Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 12.2** 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;

12.3 Reserved;

12.4 Reserved; or

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

SECTION 13: 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 14: REMEDIES

14.1 In the event Grantee is in default under Section 12, 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 18, (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 15 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.

14.2 In the event HECC is in default under Section 13 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 18.3, or in the event HECC terminates this Agreement under Sections 18.2.1, 18.2.2, 18.2.3, or 18.2.5, 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 14.2, Grantee shall promptly pay any excess to HECC.

SECTION 15: 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 16: 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 17: SUBGRANTEE/SUBCONTRACTOR INSURANCE

HECC approves Grantee's subcontractor or subgrantee pursuant to a request made under Section 31, 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 C.

SECTION 18: TERMINATION

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

18.2 HECC may terminate this Agreement as follows:

18.2.1 Upon 30 days' advance written notice to Grantee;

18.2.2 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;

18.2.3 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;

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured 30 days after written notice thereof to Grantee; or

18.2.5 As otherwise expressly provided in this Agreement.

18.3 Grantee may terminate this Agreement as follows:

18.3.1 Immediately upon written notice to HECC, if HECC is in default under this Agreement and such default remains uncured 30 days after written notice thereof to HECC; or

18.3.2 As otherwise expressly provided in this Agreement.

18.4 Upon receiving a notice of termination of this Agreement, Grantee will within a reasonable time cease all activities under this Agreement. 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 19: 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 20: 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 21: 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 22: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Administrator at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. 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 23: 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 6.6, 6.7, 8, 9, 10, 14, 15, 16, 22, 23, 26, 33, 34 and 35 hereof and those rights and obligations that by their express terms survive termination of this Agreement, such as any report required to be submitted after the termination date; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 24: 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 25: 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 26: 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:

- 26.1** 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.
- 26.2** Grantee shall comply with ORS 652.220 and shall not discriminate against any of Grantee's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Grantee's compliance with this Section constitutes a material element of this Agreement

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

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

SECTION 27: 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 28: 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 29: 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 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 31: 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. HECC's consent to any subcontract or subgrant will not relieve Grantee of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

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

SECTION 33: 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 34: RECORDS MAINTENANCE AND ACCESS

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

SECTION 35: 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 36: 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 37: AGREEMENT DOCUMENTS

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

- this Agreement less all exhibits,
- attached Exhibit A (the “Project”),
- Exhibit B (“Assurances and Certifications”),
- Exhibit C (“Sample Required Insurance for Subcontractors and/or Subgrantees”),
- Exhibit D (“SAEF3 Reimbursement Request Form”), and
- Exhibit E (“SAEF3 Quarterly Performance Narrative Report”).

SECTION 38: PROFIT/PROGRAM INCOME

- 38.1** Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities. All other income must be reported as Program Income.
- 38.2** In accordance with 2 CFR 200.307, any Program Income (as described below) deriving from the Grant Funds must be added to the Grant Funds, shall be considered Grant Funds for purposes of this Agreement, and must be used or expended in accordance with the terms and conditions of this Agreement.
- 38.3** Program Income includes all income from Grant Funds, including but not limited to interest earned on Grant Funds and revenues generated from selling products developed with Grant

Funds, including intellectual property. Grantee may deduct costs incidental to generating Program Income to arrive at a net Program Income in accordance with 2 CFR 200.307(b).

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.

OREGON COAST COMMUNITY COLLEGE

By: _____
Dr. Marshall Mease Roache, President

Date

HIGHER EDUCATION COORDINATING COMMISSION

By: _____
Julia Pontoni, Director of OWI

Date

HECC - Review for procurement sufficiency

Reviewed by: _____
Derek Dizney, Procurement Manager

Date

DOJ - Review for legal sufficiency - Not Required.

EXHIBIT A

THE PROJECT

Part 1 – General Info

HECC has been awarded a United States Department of Labor (“DOL”) State Apprenticeship Expansion (“SAEF3”) Grant to establish new and innovative Registered Apprenticeship and pre-apprenticeship programs in early learning and care, K-12 education, and behavioral health sectors.

Part 2 – Background and Goals

The United States Department of Labor is providing funding, through the State Apprenticeship Expansion Formula 3 grant, to increase capacity of Registered Apprenticeship programs (“RAP”) in Oregon. The grant project is intended to help states increase their ability to serve, improve, and expand registered apprenticeship programs in Oregon. The main goals of the project are to create innovative new apprenticeship and pre-apprenticeship programs, expand already established apprenticeship programs statewide, and provide transparent high quality apprenticeship programs.

Part 3 – Participant Eligibility

For the purposes of this grant program, eligible participants are persons 16 years of age and older who receive a direct, grant-funded service. The purpose of these funds is to support new apprentices, individuals interested in entering a RAP, individuals in pre-apprenticeship programs leading to enrollment in a RAP, retention of registered apprentices, and apprentices’ completion of a RAP. To encourage active apprentices to stay in their program and increase retention, grant funds may be used for registered apprentices already enrolled in a RAP.

A. Participants:

Participants are individuals determined to be eligible under the above criteria AND receive a grant-funded service through this grant. A grant-funded service includes related technical instruction and on-the-job training.

B. Reportable Individuals:

Reportable Individuals are not participants. A “reportable individual” is 1) an individual that has been impacted by the development or expansion of a grant-funded registered apprenticeship program; and 2) is enrolled in a RAP; and 3) is at least 16 years old. This individual is enrolled in a RAP that was developed or expanded with grant funds and is, therefore, impacted by the grant, but does not receive a direct, grant-funded participant-level service.

C. Veterans’ Priority for Participants

38 U.S.C. 4215 requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service are at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans’ priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program’s eligibility requirements. Grantees must comply with DOL guidance on veterans’ priority. ETA’s Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at <https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-10-09>.

Part 4 – Project Plan and Anticipated Outcomes and Outputs

A. Project Plan

Grantee will complete the following tasks in an effort to meet the listed objectives:

	Start Date	End Date
Major Objective: Establish ECMHT JATC and Register the RAP	2/2026	12/2026
Key Task: Convene core partners and define scope OCCC and NOW convene Dynamic Self Recovery (DSR), LCS&D, tribal and CBO reps, and interested employers to confirm role definition for Early Childhood Mental Health Technician (ECMHT), priority populations, and alignment with existing QMHA (MA#1179) and ECE RAPs.	2/2026	3/2026
Key Task: Draft work processes and related instruction framework NOW and OCCC draft OJT work processes (2,000 hours) and competency list; OCCC maps 160 hours/16 credits of related instruction across Psychology, Human Services, and Early Childhood courses; partners review for equity and feasibility.	3/2026	6/2026
Key Task: Form ECMHT JATC and adopt bylaws/equity goals Establish ECMHT JATC with employer/employee parity and representation from OCCC, NOW, and community partners; adopt bylaws, selection procedures, equity benchmarks, and data/reporting expectations.	6/2026	9/2026
Key Task: Submit standards to BOLI/OSATC and secure approval Finalize standards package; submit to BOLI/OSATC; respond to technical edits; obtain RAP registration and MA number.	10/2026	12/2026

GRANT #25-105C- OCCC Statewide Apprenticeship Creation Grant

Major Objective: Design and Launch ECMHT Pre-Apprenticeship		
<p>Key Task: Develop pre-apprenticeship curriculum and entry criteria OCCC, NOW, and LCSD and workforce partners co-design a behavioral-health pre-apprenticeship including bridge academics, basic behavioral-health skills, professional readiness, and clear crosswalk to ECMHT minimum education requirements.</p>	3/2026	9/2026
<p>Key Task: Submit and receive approval of Pre-Apprenticeship from OSATC</p>	10/2026	12/2026
<p>Key Task: Align dual credit/Early College options statewide OCCC works with HECC and Oregon Dual Credit Coordinators to create/maintain a web resource listing courses at high schools and colleges that meet ECMHT education requirements, updated annually.</p>	10/2026	12/2026 Annual Updates through 06/2028
<p>Key Task: Launch first pre-apprenticeship cohort Recruit ~20 participants (HS students and adults with barriers) through LCSD, CBOs, and WorkSource; deliver pre-apprenticeship (hybrid evenings/online, plus work-readiness workshops).</p>	9/2027	12/2027
Major Objective: Recruit, Indenture, and Support Apprentices		
<p>Key Task: Finalize minimum qualifications & selection procedures JATC adopts minimum qualifications, equity-minded selection procedures, and fair-chance hiring guidance; develop standard application, interview rubric, and scoring.</p>	5/2026	9/2026
<p>Key Task: Apprentice recruitment and outreach OCCC, NOW, LCSD, CBOs, and tribal partners conduct bilingual outreach (events, flyers, social media, WorkSource referrals) targeting rural, BIPOC, tribal, bilingual/trilingual, and justice-impacted candidates.</p>	12/2026	Ongoing
<p>Key Task: Indenture first 2 ECMHT apprentices and start OJT/RI DSR and other employers hire and indenture 3 apprentices; OCCC delivers initial related instruction (minimum 8 credits in this period leading to 16 total); NOW provides case management and supportive services.</p>	04/2027	09/2027
<p>Key Task: Indenture 2 additional apprentices and continue training Recruit and indenture 3 more apprentices (may include LCSD placements and additional employers across NOW region); continue delivery of related instruction so each apprentice reaches 16 credits/160 hours.</p>	07/2027	06/2028
<p>Key Task: Support apprentices to “journey-out” or near-completion Monitor OJT hours and competencies; provide tutoring, mentoring, and retention supports; ensure at least 3 apprentices complete RAP requirements or are on track for completion by 06/2028.</p>	07/2027	06/2028

Major Objective: Evaluation, Reporting, and Sustainability/Expansion		
Key Task: Finalize metrics and data systems Establish shared data definitions and processes for tracking enrollment, demographics, pre-apprentice and apprentice progress, completions, and employment outcomes; align with HECC/BOLI reporting.	02/2026	06/2026
Key Task: Implement continuous improvement cycles JATC/steering group reviews data at least twice yearly; gathers feedback from participants and employers; adapts outreach, supports, and curriculum to improve equity and completion outcomes.	07/2026	08/2028
Key Task: Plan and implement sustainability strategy Develop plan to shift apprentice wages fully to employers, institutionalize OCCC coursework, and braid ongoing funds (SAEF3, YDD, WIOA, OHA, philanthropy); explore small JATC assessment model if appropriate.	01/2027	06/2028
Key Task: Document and share model statewide Produce brief implementation guide and share with other rural regions via NOW, HECC, CWEDD, and other Local Workforce Boards to support replication of the ECMHT RAP and pre-apprenticeship.	10/2027	06/2028

B. Anticipated Outcomes and Outputs

The following metrics will be used to evaluate the Project’s progress and success:

Anticipated Outcomes and Outputs Chart		
Total Participants	Year 1: 2	Total:
Participants: Individuals who receive a grant-funded service, including those who enter pre-apprenticeships and RAPs	Year 2: 22	24
Total participants served and who enter into a RAP (pre-apprenticeship not included)	Year 1: 2	Total:
	Year 2: 2	4
Total participants who complete a RAP (pre-apprenticeship not included)	Year 1: 0	Total:
	Year 2: 3	3
Total number of participants who enroll in a pre-apprenticeship	Year 1: 0	Total:
	Year 2: 20	20
Total number of participants who complete a pre-apprenticeship	Year 1: 0	Total:
	Year 2: 12	12

Total RAPs created as a result of this funding	Year 1: 1 Year 2: 0	Total: 1
Total RAPs expanded as a result of this funding Possible that MA#1179 could also expand to Lincoln County	Year 1: 1? Year 2: 0	Total: 1?
Total pre-apprenticeship programs created as a result of this funding	Year 1: 1 Year 2: 0	Total: 1
Total pre-apprenticeship programs expanded as a result of this funding	Year 1: 0 Year 2: 0	Total: 0

Part 5 – Project Schedule and Budget

The Parties agree that Grantee’s Project budget is estimated. With prior written consent from HECC, minor modifications (up to 10% of the total amount of this Agreement) to adjust line-item amounts 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. Email approval is acceptable for minor modifications.

Grant Activities	Amount
Personnel Salaries & Wages	\$40,784
Personnel Fringe Benefits	\$19,095
Equipment & Capital Expenditures	\$0
Materials & Supplies	\$0
Travel (Personnel)	\$0
Participant Support Costs	\$0
Subawards	\$0
Other Direct Costs	\$46,444
Indirect Costs (not to exceed 15%)	\$11,472
Total	\$117,795

Part 6 – Reporting Requirements

Reporting includes monthly financial reporting, quarterly performance reporting, and quarterly narrative reporting.

Reporting Quarter End Dates:

- March 31
- June 30
- September 30
- December 31

A. Monthly Financial Reporting:

A monthly reimbursement request is required and is due no later than 30 days after the end of the month. Grantees must use Exhibit D SAEF3 Reimbursement Request Form.

B. Quarterly Performance Reporting:

Grantees are required to adhere to the Office of Management and Budget (“OMB”)-approved performance reporting requirements. This includes submitting a Quarterly Performance Report and a Quarterly Narrative Report containing updates on the implementation and progress specified in the grant’s Statement of Work (“SOW”) and the status of grant program outcomes for all participants that receive grant-funded services. Performance reporting for this grant aligns with the DOL-Only Performance Accountability, Information, and Reporting information collection (OMB Control No. 1205-0521), specifically the requirements identified for apprenticeship grants.

Participant Individual Record Layout (ETA-9172)

To submit quarterly performance reports, Grantee will be expected to collect, track, and report participant-level data as outlined in the Participant Individual Record Layout (ETA-9172). This includes the collection and reporting of Social Security Numbers on all individuals who receive grant-funded services.

Quarterly Performance Report

Grantee must submit a Quarterly Performance Report through WorkHands, no later than 30 days after the end of each specified reporting quarter. The last quarterly progress report will serve as the grant’s Final Performance Report. This report must provide both quarterly and cumulative information on the grant performance. Submission requirements will be provided to Grantees upon award. HECC will also provide Grantees with guidance about the data and other information that is required to be collected and reported on either a regular basis or special request basis.

C. Narrative Reporting:

Quarterly Narrative Performance Reporting

In addition to the Quarterly Performance Report, Grantee must submit the Quarterly

Narrative Performance Report, using Exhibit E, no later than 30 days after the end of each specified reporting quarter. The report includes quarterly information regarding accomplishments, including Project success stories, upcoming grant activities, and promising approaches and processes, as well as progress toward performance outcomes, including updates on product, curricula, and training development.

Success Stories

Grantee must provide to HECC three participant success stories per award over the course of the grant period. Grantee must provide the success stories to HECC by the final report deadline of August 31, 2028. Grantee must ensure that participants, if included in success stories, sign a media and photo release form. Grantee may use locally approved media and photo release forms. Success Stories will be owned by HECC; HECC shall grant the Grantee the unlimited right to publish and use the Success Stories.

Accruals

Grantee must report accrual information on a quarterly basis, included in the narrative report. If estimates are used, methodology must be established and followed.

D. Monthly Meeting

Grantee and the Grant Administrator will meet to check in on grant progress at least once monthly at an agreed upon date and time.

E. Monitoring

HECC will conduct continuous desk monitoring through invoice reviews, meetings with grantees, data validation, and quarterly reporting. HECC will conduct on-site monitoring at least one time during the life of the grant to review the program and fiscal aspects of the grant. Grantees are expected to participate in monitoring and provide the requested documentation to allow HECC to conduct a thorough review. Grantees must also conduct monitoring on any of their grantees that are considered subrecipients.

EXHIBIT B

ASSURANCES AND CERTIFICATIONS

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

- A. Assurances - Non-Construction Programs (SF 424 B)**
- B. Certification Regarding Debarment and Suspension. (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Drug Free Workplace Certification (29 CFR Part 98)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**
- F. Certification U.S. DOL Contract Provisions and Record Retention and Access Requirements**
- G. Other Assurances**

A. ASSURANCES - NON-CONSTRUCTION PROGRAMS. NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact HECC.

As the duly authorized representative of Recipient, I certify that Recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - d. the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits

GRANT #25-105C- OCCC Statewide Apprenticeship Creation Grant

- discrimination on the basis of age;
- e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - i. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - j. the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of

GRANT #25-105C- OCCC Statewide Apprenticeship Creation Grant

historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from;
 - a. Engaging in severe forms of trafficking in persons during the period of time that the award is in effect,
 - b. Procuring a commercial sex act during the period of time that the award is in effect, or
 - c. Using forced labor in the performance of the award or subawards under the award.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS.

1. As required by Executive Order 12549, Debarment and Suspension, the prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and,
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements.

As the duly authorized representative of Recipient, I certify that to the best of my knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member 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.
2. 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 undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned 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 shall certify and disclose accordingly. 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 Section 1352, Title 31, 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Recipient certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. Recipient's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement; and

GRANT #25-105C- OCCC Statewide Apprenticeship Creation Grant

- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected Contract;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
 8. Recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract:
 9. Place of Performance (Street address, city, county, state, zip code):
Various Locations in Lincoln and Coastal Counties
-

Check () if there are workplaces on file that are not identified here.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted with Federal grant funding (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA WIOA, the grant Recipient or participant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the

basis of sex in educational programs.

The grant Recipient or participant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant Recipient or participant's operation of the WIOA Title IB financially assisted program or activity, and to all agreements the grant Recipient or participant makes to carry out the WIOA Title IB financially assisted program or activity. The grant Recipient or participant understands that the United States has the right to seek judicial enforcement of this assurance.

F. CERTIFICATION U.S. DOL CONTRACT PROVISIONS AND RECORD RETENTION AND ACCESS REQUIREMENTS:

Recipient certifies that under this Grant that it will comply with the following provisions, as required by Title 29 CFR Part 200.318-326 and Appendix II (Contract Provisions); and Part 200.333-337 (Retention and access requirements for records). Recipient further certifies that it will apply the following provisions of 29 CFR 200.326 and 200.333-337 to, and include them in, all subcontracts for which Recipient shall make payment, in whole or in part, with funds received under this Grant:

1. 2 CFR Section 200 Part 322, 324, and 326

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Federal awarding agency or pass-through entity review.

- a. The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- b. The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - i. The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - ii. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - iii. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

- iv. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c. The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this Section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- i. The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - ii. The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance 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, contractors must be required to 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be 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 he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of 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.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes 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,” the recipient or subrecipient 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.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties 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.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies 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. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- j. See §200.322 Procurement of recovered materials

2. 2 CFR Part 200 Section 333-337 Record Retention and Access

If the record retention provisions in Section 12 of the Agreement require record retention for longer than required by 2 CFR §200.333, Section 12 governs.

§200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- e. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - iii. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - iv. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan,

or other computation.

§200.334 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.335 Methods for collection, transmission and storage of information.

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.336 Access to records.

- a. Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- b. Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- c. Expiration of right of access. The rights of access in this Section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had

belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

G. OTHER ASSURANCES

1. Use of the Grant Funds is subject to the U.S. Code of Federal Regulations (C.F.R.) governing the source of these funds, which includes but may not be limited to, 2 CFR Parts 200 and 2900, as applicable, which (subject to the exceptions specified in 20 CFR Part 687) refers to the general Workforce Investment Opportunity Act (“WIOA”) administrative and program regulations. Reference 20 CFR Part 675 Introduction to the Regulations for the Workforce Development Systems under Title I of the Workforce Innovation and Opportunity Act through to 20 CFR Part 683– Administration Provisions.
2. Subgrantee shall comply with all other requirements affecting this Agreement or the use of Grant Funds, including Oregon Revised Statutes, Oregon Administrative Rules and HECC policies, as applicable.
3. Subgrantee shall use the Grant Funds, including any Program Income, solely for eligible expenditures allowable under the terms of this Agreement and its Exhibits, and applicable federal regulations.
4. The Grant Funds shall not be used for capital outlays.
5. The Grant Funds shall not be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentations designed to support or defeat any legislation pending before the Congress, except in presentation to the Congress itself. Nor shall Grant Funds be used to pay the salary or expenses of any grant or grant awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
6. Subgrantee shall not use these Grant Funds to engage in any activities that violate federal or state antitrust or fair trade practice laws. Unlawful practices include, but are not limited to; monopolization, unreasonable restraints of trade or fixed pricing.
7. Subgrantee shall ensure that any further distribution or subgrant of the Grant Funds made available under this Agreement, by means of any subcontract or other agreement between Subgrantee and another party for the implementation of any portion of the Project, shall include the requirement that said funds shall be used solely in a manner that complies with the regulations and cost principles referenced in this Agreement.
8. As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title I, Section 105 apply. Award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331.
9. Acorn Prohibition. In accordance with Executive Order 12928, Grant Funds may not be provided to the Association of Community Organizations for Reform (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

GRANT #25-105C- OCCC Statewide Apprenticeship Creation Grant

10. Subgrantee shall comply with the requirements described in USDOL's Training and Employment Guidance Letter number 39-11 to ensure compliance with federal laws and regulations regarding data privacy and the secure transmission of personally identifiable information ("PII"). Subgrantee and its agents must take steps necessary to ensure the privacy of all PII obtained from the Grant Project participants and other individuals and to protect such information from unauthorized disclosure.
11. Violation of the Privacy Act. Grant Funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.
12. Equipment. Subgrantee must ensure compliance with federal and state requirements with regard to equipment purchased with federal grant funds. Subgrantee is responsible for developing and adhering to a written equipment policy addressing the acquisition, use, management and inventory of equipment purchased with federal funds. Subgrantee's equipment policy must conform with 2 CFR 200.313 or 2 CFR 200.439, as applicable, and with HECC Office of Workforce Investments Policy Financial Management and Administrative Standards, Subgrantee must request and obtain written approval from HECC prior to using Grant Funds to purchase equipment with a per unit acquisition cost of \$5,000 or greater, as "equipment" is defined in CFR 200.33.
13. Procurement. Subgrantee shall conduct all procurement actions using Grant Funds in a manner that complies with the requirements of 2 CFR 200.318-37. Subgrantee must document the procurement process used to award every subcontract. Documentation must include, but is not limited to: the procurement method used; the basis for contractor selection; the justification for lack of competition when competitive bids are not obtained; and the cost or price analysis performed, when required by policy or regulation. Subgrantee shall actively administer all subcontracts with contractors to ensure compliance with the terms of the subcontract, and to ensure the contractor's support for the intended purposes of this Agreement.
14. If Subgrantee expends \$1,000,000 or more in federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to HECC within 30 days of completion. If Subgrantee expends less than \$1,000,000 in its fiscal year in federal funds, Subgrantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 32 of this Agreement.
15. It is the sense of Congress that, to the greatest extent practicable, all expendable materials purchased with funds made available under WIOA should be American made. With regard to expending Grant Funds, Subgrantee shall comply with the Buy American Act (41 U.S.C. 10a et seq.).
16. Veterans Priority Provisions. This Agreement is subject to the provisions of the Jobs for Veterans Act ("JVA"), Pub. L. 107-288 (38 USC 4215). The JVA requires grantees to provide priority of service for veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by USDOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient or subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her with that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Subgrantee must comply with USDOL guidance on veterans' priority. ETA's Training and Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides for guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in

part by USDOL. General guidance on the scope of the JVA and its effect on current employment and training programs, is available at Veterans | U.S. Department of Labor.

17. Subgrantee shall comply with Executive Order 13333. This Agreement may be terminated, without penalty, if the Subgrantee, or the contractor or any subcontractor engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g)).
18. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2CFR 200.432. Pursuant to Executive Order 13043 (April 16,1997, Increasing the Use of Seat Belts in the United States), Subgrantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
19. Pursuant to Executive Order 13513 Sec. 4, Contractors, subcontractors, and subgrantees are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned, Government-leased or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.
20. Pursuant to Executive Order 12928, the Subgrantee is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
21. Health Benefit Coverage: The recipient must ensure that the use of these funds for health benefits complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.
22. Architectural Barriers: The Architectural Barriers Act of 1968, 42 U.S.C 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GAS (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
23. Hotel-Motel Fire Safety: Pursuant to 15 USC 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about this Act.
24. For the purposes of this award, the ETA Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$815 per day (representing an eight hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

25. This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available. Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.
26. Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at <https://www.dol.gov/general/ppii>
27. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
28. No funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services here:
<https://www.dol.gov/sites/dolgov/files/ILAB/ListofGoods.pdf>
29. No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
30. No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
31. Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide

coverage of, or refer for abortions.

32. No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
33. No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
34. Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level>).
35. Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.
36. For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro-purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

EXHIBIT C

SAMPLE REQUIRED INSURANCE FOR SUBCONTRACTORS AND/OR SUBGRANTEES

This Exhibit is for illustrative purposes only and HECC's approval of insurance requirements of subcontractors and/or subgrantees will depend on the nature of the Project Activities.

INSURANCE REQUIREMENTS

Subcontractor/Subgrantee shall obtain, at Subcontractor/Subgrantee's expense, the insurance specified in this Exhibit D prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Subcontractor/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 ("State") and that are acceptable to HECC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subcontractor/Subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Subcontractor/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). Subcontractor/Subgrantee shall require and ensure that each of its subcontractors or subgrantee complies with these requirements. If Subcontractor/Subgrantee is a subject employer, as defined in ORS 656.023, Subcontractor/Subgrantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Subcontractor/Subgrantee is an employer subject to any other state's workers' compensation law, Subcontractor/Subgrantee 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.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Subcontractor/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.

PHYSICAL ABUSE AND SEXUAL MOLESTATION LIABILITY:

Required Not required

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to HECC 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 Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall 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 shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is 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 Contractor shall provide Tail 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.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and HECC's acceptance of all Services required under this Contract, or, (ii) HECC or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subcontractor/Subgrantee shall provide to Grantee and HECC Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/ umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/ umbrella insurance. As proof of insurance HECC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

The Subcontractor/Subgrantee or its insurer must provide at least 30 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).

GRANT #25-105C- OCCC Statewide Apprenticeship Creation Grant

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

All insurance providers are subject to HECC acceptance. If requested by HECC, Subcontractor/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.

EXHIBIT D

SAMPLE SAEF3 REIMBURSEMENT REQUEST FORM

SAEF3 Reimbursement Request Form				
Date of Submission		Current Amount Requested		\$ -
Billing Month				
Grant Number				
Grantee Name				
Contact Name		Grant Balance		\$ -
Contact Phone Number				
Contact Email Address				
Cost Category	Original Budget	Current Request	Previous Requests	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -
Description of Services Provided this Billing Period				
By emailing this form, I certify these expenses are accurate and allowable under the grant terms and the applicable backup documentation is available upon request.				
<i>Requests for reimbursement must be on a monthly basis and submitted no later than 30 days after the end of the month.</i> Email completed request to: jennifer.l.denning@hecc.oregon.gov				

*Screenshot for reference only. Please refer to attached Excel file: "Exhibit D SAEF3 Quarterly Performance Reporting Form."

EXHIBIT E

SAMPLE SAEF3 QUARTERLY NARRATIVE PERFORMANCE REPORT TEMPLATE

Higher Education Coordinating Commission

Quarterly Narrative Performance Report Template

* Report Due Date: 30 days after the end of the reporting quarter.

Reporting Quarter End Dates:

- March 31
- June 30
- September 30
- December 31

GRANT PROGRAM NAME: State Apprenticeship Expansion Formula Round 3 (SAEF3)

Quarter End Date:

Date Report Submitted:

The information provided in this Quarterly Narrative Performance Report will be used to help the Higher Education Coordinating Commission (HECC) and the Department of Labor's (DOL) Employment and Training Administration (ETA) monitor the progress of the grant and identify promising practices and challenges of the grantee in implementing the grant. The information collected here provides a more comprehensive assessment of the progress of grantees in meeting expected milestones, performance indicators, and program requirements. It also provides additional qualitative information regarding the activities of grantees as it relates to timeliness of program deliverables, technical assistance needs, innovative or promising practices in the field, and the use of evaluation for program accountability, assessment, and improvement.

Additionally, please note that, per the Uniform Guidance (2 CFR 200.328), grantees must inform HECC as soon as the following types of conditions become known and should not wait for a quarterly report deadline:

- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objectives of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated, or producing more or different beneficial results than originally planned.

Section I. Contact Information.

Grant Number:	
Grant Recipient Name:	
Point of Contact (Name, Phone Number, and Email):	

Section II. Summary of Grant Activities.

The purpose of this section is to provide an executive summary of grant activities, including planned and actual progress. Grant activities should be aligned with the goals and objectives outlined in the grant Statement of Work (SOW) and approved work plan. For the current quarter, please include a description of all new and ongoing:

- Services supported by the grant;
 - Key activities completed, including partnership development and coordination;
 - Performance improvement efforts being undertaken to meet goals if projected goals for the quarter are not currently being met; and
 - Additional activities performed by both the grantee and any sub-grantees, if applicable.
- A. This may include additional information about service and training activities and outcomes to supplement the data submitted on the Quarterly Performance Report.
- B. In accordance with the funding opportunity under which the grant was awarded, grantees that are providing supportive services and other participant services should include:
- A description of the type(s) of services offered in the quarter;
 - How they were delivered; and
 - How they contributed to a participant’s ability to fully participate in grant-funded activities.
- C. Those grantees who have no changes to report on the above items relative to previously submitted reports should indicate so, in addition to indicating the reason for their lack of changes.

Section III. Progress Toward Grant Goals.

The purpose of this section is to describe the progress of the grant’s project goals, benchmarks, milestones, special events, important deadlines, and deliverables.

- A. Provide any updates on the progress of the approved grant work plan and program activities.

- B. Provide any updates on key deliverables and products developed for broad dissemination to the workforce system, as applicable. This includes identifying products developed with grant-funds such as educational curriculum, websites, and other resources.
- C. Utilize the work plan in the grant's SOW to identify all major program activities and training for the reporting quarter. The work plan will demonstrate the project flow and include start and end dates, schedule of activities, and projected outcomes. The work plan must be updated each quarter noting the actual date of each activity's completion as accomplished.
- D. Include any challenges or concerns the project has encountered that may have affected or slowed grant progress of the work plan, and how the project intends to resolve them.
- E. Describe the next steps or key focus areas planned for the project in the next quarter.
- F. If applicable to the grant, use this section to provide additional information that describes the status of capacity building activities occurring under the program. This may include highlighting those items that have been completed, and assessing how well the capacity building strategies of the program are meeting the training needs of the targeted industries through previously identified impact measures.
- G. Grantees who have nothing to report should indicate this and explain why they have no progress toward grant goals.

Section IV. Development and Implementation of Effective Practices and Program Model Strategies.

The purpose of this section is to describe how the program model is achieving the program's intended purpose and the goals/objectives and activities outlined in the grant application and work plan.

- A. Development and implementation of effective practices and program model strategies. This may include:
 - A description of outreach and/or recruitment activities;
 - Examples of the development and implementation of education and training programs;
 - Identifying and engaging industry sectors and employers;
 - Identifying and convening sector strategy partners/partnerships;
 - Aligning policies and programs;
 - Identifying systems change and ways of measuring systems change. Systems change refers to changes to policies, rules, procedures, and practices that once perpetuated a "problem" and now perpetuate a "solution." Measurement of systems change implies a comparison to pre-existing outcomes and can also be used to demonstrate capacity building;
 - Tracking performance;

- Developing new, or enhancing existing, curriculum or industry training; and
- Creating new career assistance tools and resources.

B. Grantees may describe any lessons learned and how those lessons learned will be integrated into ongoing grant activities.

C. Grantees with no progress to report on the above items should indicate this.

Section V. Status Update on Match and/or Leveraged Resources *(if applicable)*.

The purpose of this section is to provide updates on the status of all match and/or leveraged resources.

A. Identify any funding needs and sources and report the cumulative amount of any leveraged resources provided by the grantee and partners each quarter.

- Leveraged resources are those additional resources the grantee and its partners use to support the implementation of the program. Leveraged resources may take the form of cash or in-kind donations. Please indicate any new leveraged resources used to sustain the project after the life of the grant, if applicable.

B. The update may include:

- Organizations that contributed the resources;
- Ways in which the resources were used during the current quarter;
- Cumulative amount of match and/or leveraged resources; and
- Type of match and/or leveraged resources contributed to the project.

Section VI. Status Update on Strategic Partnership Activities *(if applicable)*.

The purpose of this section is to describe how partners are working together to implement the project and to communicate the dynamic growth and development of the strategic partnership, including cross-agency partnerships. This section is not intended to be a list of every partner meeting or communication, but rather should reflect the results and outcomes from such interactions and their impact on the project. Completing this section of the report allows grantees to reflect critically on their partnerships and contributes to broader discussions among grantees on partnership development and management.

A. Report the critical aspects of the grant partnership activities, including establishing and maintaining strategic partnerships, during the reporting period.

B. This section may:

- Discuss how partners have engaged during the current phase of the project;
- Outline specific roles and contributions of each partner during this quarter;
- Identify any challenges encountered/resolved in the development and management of the partnership; and
- Report new partners that may have been included in the project or identify any previous partners that may left the project.

C. Grantees with nothing to report should indicate this.

Section VII. Status Update on Employer Engagement Strategies.

The purpose of this section is to share information related to promising practices and strategies that have strengthened existing employer partnerships and any efforts to develop new employer partnerships.

- A. Report the efforts that have been undertaken to receive feedback from local area employers to identify their employee pipeline needs and engage local employers to interview, assess, train, and/or hire program participants. Examples may include:
- Increased employer involvement including employers serving as mentors;
 - Program staff and employers identifying ways to encourage continuous improvement to hire program participants;
 - New employer partnerships (e.g., increased number of employers); and
 - Positive employment outcomes for program participants (e.g., employers support the hiring and advancement of program participants).

Section VIII. Key Issues and Technical Assistance Needs.

The purpose of this section is to describe any grant challenges and related technical assistance needs.

- A. Summarize significant opportunities, issues, or challenges (such as under-enrollment) encountered during the quarter and any resolution of issues and challenges identified in previous quarters. Furthermore, describe actions taken or plans to address issues.
- B. Describe questions the grantee has for HECC, as well as any technical assistance needs.
- C. Grantees with nothing to report should indicate this.

Section IX. Significant Activities, Accomplishments, and Success Stories.

The purpose of this section is to provide additional, in-depth information regarding promising approaches, new processes, and/or lessons learned that are not addressed elsewhere in the report.

- A. Report any other significant activities and accomplishments.
- B. Describe in detail promising approaches, innovative processes, lessons learned, and grant- and participant-level success stories in this section each quarter, as appropriate.
- C. Additionally, if appropriate, and with the participant’s permission, please highlight one or two grant- or participant-level “success stories” from the program per quarter.

When documenting success stories, please describe the:

- Background, problem, issue, or concern prior to program involvement;
- Response or intervention provided by the project; and
- Results and outcomes, including who benefited and what changed or improved.

- D. Grantees may also include promising practices and success stories as attachments to

the report.

E. Grantees with nothing to report should indicate this.

Section X. Evidence and Evaluation.

The purpose of this section is to provide information to HECC and ETA on how evidence and evaluations are being developed and applied. This information may help HECC and ETA to plan for future evaluation needs.

A. Describe how the grantee is using or planning to use data, evidence, and evaluation findings to make improvements to programs and strategies. In this explanation, please include a discussion on accomplishments, strategies being implemented, and any barriers to success.

B. Please provide an update regarding the participation and status of any evaluations required as part of the funding announcement or award, if applicable. Please include any requests for technical assistance related to these requirements.

C. Please include information regarding the grantee's participation in any studies or evaluations not required as part of the grant award, including any internal evaluations. Please describe the study, any data sources, and whether a third party is managing this project.

D. As part of the evaluations described above, or as a separate stand-alone data analysis project, is the grantee using, or have plans to use, administrative data to better understand the grant program or the population it serves? If so, what data sources has the grantee been able to use or planned/desired to use? If so, what research or management questions do/can these data help the grantee answer?

E. Grantees with nothing to report should indicate this.

Section XI. Additional Information (if applicable).

The purpose of this section is to provide any additional relevant information that is not included elsewhere in the report.

A. Report any outcomes in this section that are required by the specific grant award but not otherwise captured in the Quarterly Performance Report. If these grantees do not have any outcomes to report, please specifically state that and explain why.

B. For grants managed by the Office of Apprenticeship, grantees must report any outcomes and outputs in this section that are required by the grant award and not otherwise captured in the Quarterly Performance Report.

C. Grantees who have created at least one new registered apprenticeship (RA) program and/or expanded at least one existing RA program as a result of grant funds, must report 1) the name(s) of the RAP(s), and 2) the date that it was either created and/or expanded.

Section XII. Accrual Reporting

The purpose of this section is to provide the accrual information as required by DOL. All financial reports for this grant must be prepared on an **accrual basis**. This means you must report costs when they are **incurred**, not when they are paid. If your organization uses a cash-based accounting system, you are still required to convert your data for reporting purposes. Use documentation such as invoices, purchase orders, and contracts to estimate and record expenses incurred during the reporting period. Do not wait until payment is made and include all obligations and unliquidated costs that have been committed but not yet paid.

Paperwork Reduction Act Disclosure Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The control number for this collection is 1205-0448. Public reporting burden for this collection of information, which is required to obtain or retain benefits, is estimated to average 10 hours per quarterly response, including time for reviewing instructions, gathering and maintaining the data needed, and completing and reviewing the Quarterly Narrative Performance Report. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Workforce Investment, Room C-4526, 200 Constitution Avenue NW, Washington, DC 20210.

Note: Please do not return the completed ETA-9179 to this address.