

**STATE OF OREGON  
GRANT AGREEMENT**

**Grant No. XXXXX**

**AWARD**

This Grant Agreement (this “Agreement”) is entered into by and between the State of Oregon, acting by and through its Apprenticeship and Training Division (“ATD”) of the Bureau of Labor and Industries (“Agency”) and «Organization\_Name» (“Grantee”), each a party and collectively the parties.

Grantee agrees to accept these funds (the “Grant Funds”) and use them for pre-apprenticeship and apprenticeship development, expansion, and implementation (“Grant Activities”) as described in Exhibit A.

**AGREEMENT**

**1. EFFECTIVE DATE AND DURATION.** This Agreement shall become effective (“Effective Date”) when this Agreement has been fully executed by every party and, when required, approved by the Department of Justice. Notwithstanding the Effective Date, Grantee’s performance of the Grant Activities may start on «Start\_Date», and unless extended or terminated earlier in accordance with its terms, the Agreement will expire on «End\_Date» (“Expiration Date”).

**2. GRANT MANAGERS.**

Grantee’s Grant Administrator for this Agreement is:

Agency’s Grant Administrator for this Agreement is:

«Primary\_Contact\_Person\_\_Name»,  
«Primary\_Contact\_Person\_\_Title»  
«Organization\_Name»  
«Primary\_Contact\_Person\_\_Email»  
«Primary\_Contact\_Person\_\_Phone»

Lisa Ransom  
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**3. DISBURSEMENT.** The maximum not-to-exceed amount of grant funds (“Grant Funds”) payable to Recipient under this Agreement, which includes any Allowable Expenses (as defined below), is «Funding\_Awarded». Agency will not disburse Grant Funds to Recipient in excess of the not-to-exceed amount and will not disburse Grant Funds until this Agreement has been signed by all parties and approved by the Oregon Department of Justice, if required. The State of Oregon’s payment obligations under this Agreement are conditioned upon Agency’s receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Contractor is not entitled to receive payment under this Agreement from any part of Oregon state government other than Agency. Nothing in this Agreement authorizes a violation of Article XI, section 7 of the Oregon Constitution or any other state or federal law limiting the activities, liabilities, or monetary obligations of the Agency.

Grant Funds will be disbursed in 3 payments. Payment 1 – 50% of the total Grant Funds in the first month of the Grant, Payment 2 – 25% of the total Grant Funds in the fourth month, and Payment 3 – 25% of the total Grant Funds in the eighth month of the Agreement or June 30, 2023, whichever date is earlier.

- 4. GRANT ACTIVITIES.** Grantee must use the Grant Funds for Allowable Expenses, as set forth in Exhibit A. (the “Program”).
- 5. RECORDS MAINTENANCE AND ACCESS.** Grantee must maintain all records relating to this Agreement in accordance with applicable generally accepted accounting principles and in such a manner as to clearly document Grantee’s performance for a minimum of six (6) years, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. Grantee shall permit Agency at any time to inspect the records and premises of Grantee for the purpose of verifying Grantee’s compliance with the terms of this Agreement, including the use of Grant Funds. If Grantee is a non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards, Grantee must conduct a single or program-specific audit for that year in accordance with the requirements of 45 CFR Part 75 Subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- 6. GOVERNING LAW, CONSENT TO JURISDICTION.** This Agreement is governed by, construed, and enforced 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 Grantee and Agency or any other agency or department of the state of Oregon, or both, that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. If, however, a Claim must be brought in a federal forum, then it must 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 the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
- 7. DEFAULT.**
  - A. Grantee.** Grantee will be in default under this Agreement if: (i) Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its obligations under this Agreement; (ii) any representation, warranty, or statement made by Grantee in this Agreement, the Grant Application, or any documents relied upon by Agency to measure Grantee’s use of Grant Funds is untrue in any material respect when made; or (iii) a petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding- up, or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
  - B. Agency.** Agency will be in default under this Agreement if Agency fails to perform its obligations under this Agreement. However, Agency will not be in default if Agency fails to disburse Grant Funds because, in Agency’s sole discretion, there is insufficient expenditure authority for, or moneys available from, the funding source for this Agreement.
  - C. Notice of Default.** Grantee shall give Agency prompt written notice of any default, or any circumstance that with notice or the lapse of time, or both, may become an event of default, as soon as Grantee becomes aware of its existence or reasonably believes an event of default is likely.

**8. REMEDIES.**

- A. Agency Remedies.** If Grantee is in default, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including without limitation, specific performance, setoff, or declaring Grantee ineligible for the receipt of future awards from Agency.
- B. Grantee Remedies.** If Agency is in default, Grantee’s sole remedy will be, within the limits set forth in this Agreement, disbursement for Allowable Expenses incurred during the term of the Agreement, less any claims Agency has against Grantee.

**9. WITHHOLDING FUNDS, RECOVERY.** Agency may withhold all undisbursed funds from Grantee, if Agency, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Grantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to Agency about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded funds. Grantee must return to Agency within 30 days of Agency’s written demand, any funds paid to Grantee that exceed the amount to which Grantee is entitled or any funds determined by Agency to be spent for purposes other than Allowable Expenses.

**10. TERMINATION.**

- A. By Agency.** Agency may terminate this Agreement: (i) at Agency’s discretion upon 30 days written notice, (ii) immediately upon written notice to Grantee, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient in Agency’s sole discretion, to perform its obligations under this Agreement, (iii) if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that Agency’s performance under this Agreement is prohibited, or (iv) if Grantee is in default.
- B. By Grantee.** Grantee may terminate this Agreement if Agency is in default.
- C. Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

**11. MISCELLANEOUS.**

- A. Amendments.** The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the parties.
- B. Notice.** Any notice to be given under this Agreement must be given in writing by email, personal delivery, or by mail, to a party’s Grant Manager at the physical address or email address set forth in this Agreement, and is effective, as applicable: five (5) days after mailing, when actually personally delivered, or upon the sender’s receipt of confirmation generated by the recipient’s email system of receipt by the recipient’s email system.
- C. Survival.** Except for the rights and obligations in sections 5, 6, 8, 11. A, 11. B, 11. D, 11. F, 11. J, 11. L, 11. M, and all other rights and obligations that by their nature or express terms survive termination of this Agreement of this agreement, all rights and obligations of the parties under this Agreement will cease upon termination of this Agreement,
- D. Severability.** The parties agree if any 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 provisions will not be affected.

- E. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- F. Intended Beneficiaries.** Agency and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- G. Assignment.** Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency.
- H. Merger.** This Agreement and any exhibits 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.
- I. Debarred or Suspended.** Grantee may not participate in this Agreement in any capacity, or be a recipient of Grant Funds, if Grantee has debt subject to collection by Oregon Department of Revenue, is ineligible to receive public works contract (ORS 279C.860), has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs or activities.
- J. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
- K. Grant Funds.** Grantee is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Grantee understands and agrees that Agency’s participation in this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- L. Indemnity.** Grantee shall defend, save, hold harmless, and indemnify the state of Oregon and Agency and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees (collectively, “Claims”), resulting from, arising out of, or relating to the activities of grantee or its officers, employees, subcontractors, or agents under this Agreement. Notwithstanding the foregoing, neither grantee nor any attorney engaged by grantee may defend a claim in the name of the state of Oregon or any Agency of the state of Oregon, nor purport to act as legal representative for the state of Oregon or any of its Agencies, without first receiving from the Oregon Attorney General, authority to act as legal counsel for the state of Oregon or any agency of the state of Oregon without the approval of the Oregon Attorney General. If the state of Oregon or any agency of the state of Oregon assumes its own defense, recipient will be liable for the attorney fees of the state of Oregon or any agency of the state of Oregon, including but not limited to any fees charged by the Oregon Department of Justice.
- M. Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**12. GRANT DOCUMENTS.** This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement (less all exhibits)
- Exhibit A (the “Program”)
- Exhibit B (“Performance Integrity Attestation”)
- Exhibit C (Insurance)

**13. REPRESENTATIONS AND WARRANTIES.** Grantee represents and warrants to Agency as follows:

**A. Organization and Authority.**

- (1) Grantee is a «Organization\_Type\_» and existing under the laws of the State of Oregon.
- (2) Grantee has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Grantee’s governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Grantee, and when executed by Agency, is legal, valid and binding, and enforceable in accordance with their terms.

**B. Compliance with Existing Agreements and Applicable Law.** The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Grantee is a party or by which the Program or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Program or its properties or operations.

**C. Full Disclosure.** Grantee has disclosed in writing to Agency all facts that materially adversely affect the Agreement, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including any exhibit, is true and accurate in all respects.

**D. Pending Litigation.** Grantee has disclosed in writing to Agency all proceedings pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Agreement or the ability of Grantee to perform all obligations required by this Agreement.

**E. Governmental Consent.** Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and the undertaking and completion of the Program.

Recipient covenants as follows:

**A. Notice of Adverse Change.** Grantee shall promptly notify Agency of any adverse change in the activities, prospects, or condition (financial or otherwise) of Grantee related to the ability of Grantee to perform all obligations required by this Agreement.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES 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 Agreement.

STATE OF OREGON acting by and through its Bureau of Labor and Industries

**SIGNATURE OF STATE’S AUTHORIZED REPRESENTATIVE.**

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

By (print name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATURE OF GRANTEE.**

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

By (print name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047 AND OAR 137-045-0015.**

Approved by AAG \_\_\_\_\_ via email dated \_\_\_\_\_

**EXHIBIT A: THE PROGRAM**

**GENERAL REQUIREMENTS**

Grantee must:

1. Maintain business operations to provide pre-apprenticeship or registered apprenticeship services from the Effective Date to the Expiration Date of this Agreement. Limited, temporary closures to meet regular business schedules or due to public health, financial hardship, and other reasons relating to the COVID-19 are permitted. If Grantee is temporarily closed on the date the Agreement is signed by all parties, Grantee must open within 30 days of that date.
2. Immediately notify the Agency in writing of any temporary or permanent closure, except for planned closures to meet regular business schedules.
3. Immediately notify the Agency in writing of any change to address, ownership, or capacity, or of changes to any other information submitted in the Grant Application. The Agency reserves the right to revoke or amend contract or take other necessary actions in response to operational changes. The Agency may make amendments to Agreement and Grantee agrees to work in good faith in said amendments, as necessary.
4. Comply with applicable health and safety requirements and guidelines, including guidance, laws, rules, and orders issued from state, local, and Tribal authorities and, to the greatest extent possible, guidance issued by the U.S. Centers for Disease Control and Prevention (CDC). Grantee must remain aware of changing requirements and guidance issued by these entities, including any modifications or updates.
5. Sign Attestation of Performance Integrity relating to current and previous grant performance and compliance with reporting and performance requirements for programs funded in whole or in part by public funds, or otherwise subject to regulation by the Agency, US Department of Labor, and any other unit of federal, state, or local government without regard to funding sources. Existing apprenticeship or pre-apprenticeship programs not currently in full compliance with the Agency at time of RFP release are not eligible for grant award. Maintain records that document compliance with the requirements of this Agreement, including accurate records in sufficient detail to permit the Agency to verify that Grant Funds were used only for Allowable Expenses. Grantee is subject to audit by the Agency and must, upon request, provide any information and supporting documentation requested by the Agency, provide access to the pre-apprenticeship, program, or registered apprenticeship facility for which these Grand Funds are awarded, and allow pre-apprenticeship, registered apprenticeship, and program staff to be interviewed in connection with this Agreement and the use of funds received.
6. Ensure Grant Funds are used to supplement and not supplant other public funds to provide pre-apprenticeship or registered apprenticeship services. Grant Funds may not be used to pay for expenses that have been or will be reimbursed by public funds from any other source.
7. Attend monthly Collective Impact meetings specific to grant award category and coordinated by the Division to promote shared goals, measure, and monitor progress toward collective goals, and to align efforts across systems.

**SPECIFIC REQUIREMENTS – PRE-APPRENTICESHIP IN XXXXX**

Grantee must:

1. Establish or operate a XXXXX pre-apprenticeship program that has been approved by the Council and remains in compliance with Agency regulations.
2. Provide pre-apprenticeship classes to [# of apprentices] in the following Workforce Regions: «Geographical\_area\_to\_be\_served\_» (see Attachment A for list of Workforce Regions)
3. Demonstrate strategies for reaching and serving individuals from the following Priority Populations: communities of color, women, low-income communities, rural and frontier communities, veterans, persons with disabilities, incarcerated and formerly incarcerated individual, members of Oregon’s nine federally recognized Indian tribes, individuals disproportionately experiencing discrimination in employment on the

basis of age; and individuals who identify as members of the LGBTQ+ community.

4. Pre-Apprenticeship Service Categories:

- a. Service Category 1: Development of a pre-apprenticeship program to submit for approval by the Council pursuant to OAR 839-011-0335, which shall include, but may not be limited to the following:
  - i. Program Purpose Statement (brief overview of program’s intent);
  - ii. Program Goals and Outcomes;
  - iii. Outreach and Recruitment Methods, including those designed to attract individuals from identified Priority Populations;
  - iv. Registered apprenticeship partnerships, including supporting documentation; and
  - v. A hands-on training and evaluation component.
- b. Service Category 2: Deployment of a New Pre-Apprenticeship Class following Council approval.
- c. Service Category 3: General Outreach and Guidance Services for Potential Applicants, which shall include, but may not be limited to the following:
  - i. Provide outreach activities that promote workforce opportunities in the XXXXX industry and increase awareness of career paths for XXXXX trades.
  - ii. Demonstrate strategies for reaching and serving individuals from one or more of the following Priority Populations: communities of color, women, low-income communities, rural and frontier communities, veterans, persons with disabilities, incarcerated and formerly incarcerated individuals, members of Oregon’s nine federally recognized Indian tribes, individuals disproportionately experiencing discrimination in employment on the basis of age; and individuals who identify as members of the LGBTQ+ community.
  - iii. Screen potential pre-apprenticeship applicants and provide remedial education as necessary to meet the requirements to attend pre-apprenticeship classes and improve the likelihood of success in entering a registered apprenticeship program. Remedial education may include assistance such as:
    1. Completion of a high school diploma or GED;
    2. Community College courses to improve knowledge in subjects with a below C grade in high school;
    3. English as a Second Language classes;
    4. Math through high school algebra (with a C or better);
    5. Driver’s Education (with prior Agency approval).
  - iv. Provide career counseling to help interested individuals decide on a career path and refer qualified individuals to their best next step in the career path, including to pre-apprenticeship classes and to registered apprenticeship programs.
  - v. Provide interested individuals with information about Employment Related Day Care (ERDC) and any childcare subsidies that may be available during a pre-apprenticeship class.
  - vi. Provide interested individuals with information about Individual Development Accounts (IDAs) and other resources to support financial planning and budgeting.
  - vii. Identify any groups of interested individuals who are underrepresented in XXXXX and face unique barriers in addition to being from Priority Populations, including (for instance) Single Parents, Unmarried Parents with children under the age of Twelve (12) living at home, or Married Parents with Children under the age of Five (5) living at home.
- d. Service Category 4: Industry Readiness (Pre-Apprenticeship Classes) for an existing program to schedule additional classes, which includes, but may not be limited to the following:
  - i. designating additional slots in program for individuals from targeted Priority Populations during the time of the Agreement; and
  - ii. a plan to provide pre-apprentice students with a link to Agency’s online training for Nutrition and Food Safety at <https://constructionworkerhealth.com/>



- e. 'Pre-Apprenticeship Slots' means the financial resources required to provide the following services:
  - iii. recruitment of individuals from targeted Priority Populations who have an interest in XXXXX and who would benefit from pre-apprenticeship training;
  - iv. provide funds equivalent to the cost for individuals from targeted Priority Populations to attend pre-apprenticeship classes and graduate from the pre-apprenticeship program;
  - v. provide funds for any stipends and transportation assistance for pre-apprentice students, which may be applied to all students in a class;
  - vi. provide funds, not to exceed \$500 per pre-apprenticeship student, for job readiness supplies, which may be applied to all students in class; pay for technology supports, including broadband services; and
  - vii. provide funds to provide apprenticeship specific employment services to individuals from targeted Priority Populations who graduate from a pre-apprenticeship program to successfully enter a registered apprenticeship program in XXXXX.

**SPECIFIC REQUIREMENTS – REGISTERED APPRENTICESHIP IN XXXXX**

Grantee must:

1. Conduct a roundtable of XXXXX industry subject matter experts for the purpose of evaluating opportunities to establish, expand or implement of registered apprenticeship programs for [XXXXX occupations] in the following Workforce Regions: «Geographical\_area\_to\_be\_served\_» (see Attachment A for list of Workforce Regions)
2. Demonstrate strategies for reaching and serving individuals from the following Priority Populations: communities of color, women, low-income communities, rural and frontier communities, veterans, persons with disabilities, incarcerated and formerly incarcerated individual, members of Oregon's nine federally recognized Indian tribes, individuals disproportionately experiencing discrimination in employment on the basis of age; and individuals who identify as members of the LGBTQ+ community.
3. Registered Apprenticeship Services:
  - a. Apprenticeship Development
    - i. Development Service Category 1: Conduct a roundtable of stakeholders (including but not limited to employers, labor organizations, community-based organizations, and workforce boards) to discuss workforce needs and plan workforce development that can reasonably be accomplished through apprenticeship and pre-apprenticeship programs in XXXXX Industry;
    - ii. Development Service Category 2: Development of a registered apprenticeship program to submit for approval by the Oregon State Apprenticeship and Training Council (Council) pursuant to ORS chapter 660 and OAR chapter 839 division 11; and
    - iii. Development Service Category 3: Operation of a registered apprenticeship program.
  - b. Apprenticeship Expansion
    - i. Expansion Service Category 1: Recruitment and onboarding new training agents in current Council- approved geographical area;
    - ii. Expansion Service Category 2: Establishment and execution of plans to add counties to the geographical area covered by Council approved standards; and
    - iii. Expansion Service Category 3: Development and submission to Council of plans for apprenticeship standards in additional related trades.
  - c. Apprenticeship Implementation
    - i. Implementation Service Category 1: Submission to Council for approval of revised standard that improves program operations; and
    - ii. Implementation Service Category 2: Submission to Council for approval of revised standard to add counties to the geographical area covered by approved standards.

**SPECIFIC REQUIREMENTS – SUPPORTIVE SERVICES IN XXXXX**

Grantee must:

1. Provide services to registered apprentices in the XXXXX industry that are equivalent or greater than those offered to apprentices in the highway construction trades under ORS 184.866 in the following Workforce Regions: [List Workforce Regions covered] (see Attachment A for list of Workforce Regions)
2. Demonstrate strategies for reaching and serving individuals from the following Priority Populations: communities of color, women, low-income communities, rural and frontier communities, veterans, persons with disabilities, incarcerated and formerly incarcerated individual, members of Oregon’s nine federally recognized Indian tribes, individuals disproportionately experiencing discrimination in employment based on age; and individuals who identify as members of the LGBTQ+ community. Coordinate with Agency’s other contractors who are providing supportive services to apprentices as directed by Agency.
3. Categories of Supportive Services:
  - a. Service Category 1: Retention Services for Pre-Apprentice Graduates in Registered Apprenticeship, which shall include, but may not be limited to the following:
    - i. Provide information and referral services to Pre-Apprentice Graduates;
    - ii. Provide a method for receiving informal complaints from Pre-Apprentice Graduates who have become Apprentices in XXXXX, supporting flexible and informal resolutions when appropriate, and providing advice to BOLI regarding issues that are of general concern;
    - iii. Provide Pre-Apprentice Graduates who have become Apprentices in XXXXX with supportive resources, such as
      1. coaching,
      2. mentoring,
      3. peer support activities,
      4. tools for resolving work site issues,
      5. tools for managing work/family conflicts,
      6. methods for monitoring and reporting concerns regarding work site supervision, and
      7. strategies for resolving conflicts on the job and in the classroom; and
    - iv. Provide BOLI with recommendations regarding other Retention Services that would benefit Pre-Apprentice Graduates in XXXXX.
  - b. Service Category 2: Retention Services for Targeted Apprentices that puts an emphasis on reaching individuals from Priority Populations in Registered Apprenticeship, which shall include, but may not be limited to the following:
    - i. Outreach, Recruitment and Screening for Transportation Assistance
      1. Utilize Agency approved forms and maintain all application and screening documentation for the Program’s dispatch and transportation (fuel, lodging, meal allowance) assistance.
      2. Market the availability of the Program’s dispatch and transportation assistance to apprentices in XXXXX who are required to travel more than 60 miles from home for work or class and to representatives for XXXXX.
      3. Answer questions from potential applicants and actual applicants regarding the Program’s services.
      4. Establish procedures for accepting applications for the Program’s dispatch and transportation assistance from apprentices in all Workforce Regions.
      5. Review applications to determine if the applicant meets the Program eligibility requirements to be:
        - a. a registered apprentice in XXXXX;
        - b. required to travel more than 60 miles from home for work or class and does not have access to comparable assistance for fuel, lodging and/or meal allowances from another source; and
        - c. in good standing (verify with local joint committee or its designee that the

- apprentice is in good standing).
- 6. For applicants who meet the eligibility requirement, prioritize program participation by individuals from Priority Populations.
- 7. Refer applicants whose applications do not meet Program eligibility to other sources of assistance for which they may qualify.
- 8. Verify continued Program eligibility.
- ii. Providing Transportation Assistance and Administration
  - 1. Provide Agency with information about what will be required on the application form in order to process applications for payment.
  - 2. No transportation assistance for apprentices who have advanced to journey worker.
  - 3. Negotiate discounts from providers for lodging.
  - 4. Pay providers of lodging directly based on the GSA lodging rate.
  - 5. Provide fuel assistance through vouchers or fuel cards based on 50% of the GSA mileage rate.
  - 6. Provide meal allowances through vouchers or grocery cards based on the GSA meals rate.
- iii. Outreach, Recruitment, Screening and Referral for Child Care Subsidies
  - 1. Utilize Agency approved forms and maintain all application and screening documentation for the Program's childcare subsidies.
  - 2. Market the availability of the Program's childcare subsidies to apprentices from a Priority Population in XXXXX and to representatives for XXXXX.
  - 3. Answer questions from potential applicants and actual applicants regarding the Program's services.
  - 4. Establish procedures for accepting applications for the Program's childcare subsidies from apprentices in all Workforce Regions.
  - 5. Review applications to determine if the applicant meets the Program eligibility requirements to be:
    - a. a registered apprentice in XXXXX;
    - b. active in a registered program during each month assistance is provided; and
    - c. in good standing (verify with local joint committee or its designee that the apprentice is in good standing).
  - 6. For applicants who meet the eligibility requirement, prioritize program participation by individuals from Priority Populations.
  - 7. Transmit accepted applications that meet the Program eligibility requirements to Oregon Department of Human Services (ODHS) for review of financial eligibility and processing with a signature or mark designating Agency approval.
  - 8. Refer applicants whose applications do not meet Program eligibility to other sources of assistance for which they may qualify.
  - 9. Review lists provided by ODHS to verify continued Program eligibility.
- iv. Outreach, Recruitment, and Screening for Job Readiness Supplies
  - 1. Utilize Agency approved forms and maintain all application and screening documentation for the Program's job readiness supply assistance.
  - 2. Market the availability of the Program's job readiness to first year apprentices in XXXXX and to representatives for XXXXX.
  - 3. Answer questions from potential applicants and actual applicants regarding the Program's services.
  - 4. Establish procedures for accepting applications for the Program's job readiness assistance from apprentices in all Workforce Regions.
  - 5. Review applications to determine if the applicant meets the Program eligibility requirements to be:
    - a. a registered apprentice in XXXXX;

## **BOLI GRANT #«FRO\_Grant\_ID» – Future Ready Oregon**

- b. in the first year of an apprenticeship;
    - c. not have access to the same job readiness supplies from another source; and
    - d. be in good standing.
  6. For applicants who meet the eligibility requirement, prioritize program participation by individuals from Priority Populations.
  7. Refer applicants whose applications do not meet Program eligibility to other sources of assistance for which they may qualify.
  8. Verify continued Program eligibility.
- v. Providing Job Readiness Assistance and Administration
  1. Provide Agency with information about what will be required on the application form in order to process applications for payment.
  2. Oregon made preference and US made preference are allowed if cost is within 20 percent.
  3. Provide funds, not to exceed \$600 per apprentices, for job readiness supplies, without completing a BOLI-approved budget class, which will increase to a total maximum of six hundred fifty dollars (\$650) per apprentice upon verified completion of a BOLI-approved budget class.
- vi. Hardship Assistance
  1. Provide Personal Hardship Assistance up to one thousand dollars (\$1,000) per individual apprentice for financial hardships caused by unavoidable personal events.
  2. Provide State Emergency Hardship Assistance to apprentices who have experienced financial hardships caused by community events for which a State of Emergency has been declared in Oregon pursuant to ORS 401.165.
  3. Hardship assistance shall be for expenses that are permitted by the State of Oregon and shall be accompanied by documentation available to support the apprentice's request, including a statement from the apprentice or the apprentice's family describing:
    - a. The unavoidable event(s) that caused the financial hardship; and
    - b. What steps the apprentice has taken to find other resources to address the matter.
  4. Eligible expenses hardship assistance shall include, but not be limited to:
    - a. Rent or Mortgage Payment;
    - b. Utilities;
    - c. Car Repair for a primary vehicle used by the apprentice to get to work/class;
    - d. Medical Expenses in excess of what is covered by insurance; and
    - e. Expenses for culturally and linguistically responsive Behavioral Health Care not provided by an Employee Assistance Program and in excess of what is covered by insurance.

### **ALLOWABLE EXPENSES**

Grant Funds may only be used for costs related to the activities described in this Exhibit A, if the costs were incurred on or after «Start\_Date», and before the Agreement's Expiration Date (the "Allowable Expenses"). Allowable Expenses include but are not limited to:

1. Personnel costs, including payroll and salaries or similar compensation and benefits for an employee (including any sole proprietor or independent contractor) who provide pre-apprenticeship and apprenticeship services
2. Goods and services necessary to maintain, resume, or start pre-apprenticeship or registered apprenticeship programs that include, but are not limited to, childcare management services, food services, and transportation.

**PROHIBITED EXPENSES**

Grant Funds may not be used for the purchase of land, construction of new facilities, or major renovations to any building or facility.

**REPORTING REQUIREMENTS**

Grantee must submit **Monthly Expenditure and Activity Reports** to the Agency. Grantee must submit the Reports using templates provided by Agency on the first day of every month throughout the duration of the contract.

If a report is not complete or not received by the required date, the report will be considered late and may result in the delay or withholding of future payments.

Expenditure Reports for Allowable Expenses are required to document how the payments Grantee received were used. Activity Reports must provide a summary of the program-related activities to date. The Expenditure and Activity Reports must be sent by email to: [ATD.Grants@boli.oregon.gov](mailto:ATD.Grants@boli.oregon.gov)

Each Report must be complete and satisfactory to Agency. Grantee must provide any additional information and supporting documents related to the reports upon request from the Agency.

Agency will review the required reports and any requested supporting documentation. The Agency approval of those reports will be the method for verifying activities and proper expenditures under this Agreement. Upon review of Expenditure Reports, if the Agency determines grant funds were used for purposes that are in violation of one or more of the provisions of this Agreement (“Misexpended Funds”), grantee must repay the Misexpended Funds to the Agency. The Agency, in its sole discretion, may recover Misexpended by withholding from payments due to Grantee such amounts, over such periods of time, as are necessary to recover the amount of the misexpended funds. If Grantee objects to the withholding or the amount proposed to be withheld, Grantee must promptly notify the Agency in writing that it wishes to engage in resolution of dispute in accordance with Section 13 of this Agreement.

If the Agency determines, after the distribution of Payment #3, any grant funds disbursed to Grantee under this agreement that are disbursed but unexpended as of the Expiration Date or Misexpended Funds must be returned to the Agency. Grantee must return funds no later than 30 days after the earlier expiration or termination of this Agreement. The Grantee will be responsible for all collection costs, interest and penalties associated with the recovery of funds.

The Grantee must submit a final expenditure and activity report within thirty (30) days of the termination or expiration of this Agreement, whichever is earlier on an Agency provided template.

The final expenditure and activity report must include:

- An assessment of the impact of proposal on identified workforce sector;
- An assessment of the impact of the proposal in serving identified Priority Populations; or
- Summary of the work performed and the accomplishments associated with this work.

Notwithstanding the Grant payment(s) made to Grantee, the Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- Any Grant Funds paid to Grantee under this Agreement that exceed the amount to which Grantee is entitled;
- Any Grant Funds received by Grantee that remain unexpended by the expiration date of this Agreement; or Grant Funds determined by Agency to be spent for purposes other than Allowable Expenses under the Agreement.

**EXHIBIT B – Performance Integrity Attestation**

Bureau of Labor and Industries  
Future Ready Oregon

Grantee Attestation Form

An authorized representative of the Grantee organization must complete this form as part of the grant contract.

By my signature below, I attest to the following:

- Grantee attests that it is currently in compliance with all performance and regulatory requirements for all programs currently operated by grantee which are funded in whole or in part with public funds (local, state, or federal).
- Grantee will provide documentation of this compliance and contact information for funder for verification by Agency of compliance status prior to grant award.
- Grantee affirms that it has not been found deficient in meeting performance or regulatory requirements within the last 6 months. Non-compliance or deficiency within the last 6 months renders applicant ineligible for this round of grants.
- If grantee has been found deficient in meeting performance or regulatory requirements within the past 24 months, Grantee must provide documentation that deficiency has been fully remedied to funders satisfaction and provide contact information for verification by Agency prior to grant award.
- Corrected deficiency within the past 24 months, documented, will be considered as a factor in grant evaluation but will not immediately disqualify applicant.
- Failure to provide attestation and documentation renders applicant disqualified for consideration for grant award.
- Grantee attests that it is currently in compliance with all Oregon wage and hour laws. Agency will verify attestation.

**SIGNATURE OF AUTHORIZED GRANTEE REPRESENTATIVE:**

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

By (print name): \_\_\_\_\_

Title: \_\_\_\_\_

Organization Name: \_\_\_\_\_

**Exhibit C**

**INSURANCE REQUIREMENTS:**

Grantee shall obtain at Grantee’s expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

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

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 Grant Agreement, 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 \$2,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.00.

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**     **Not required**

Automobile Liability Insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

**Required**     **Not required**

**Professional Liability insurance** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Grantee and Grantee’s subcontractors, agents, officers, or employees in an amount not less than \$2,000,000.00 per claim. Annual aggregate limit shall not be less than \$4,000,000.00. 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 Grantee 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.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

**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, Grantee 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 Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

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

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant 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. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

Grantee agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

**STATE ACCEPTANCE:**

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



## Attachment A – Workforce Regions

Oregon’s nine Workforce regions:

- Oregon Workforce Partnership.
- Northwest Oregon Works.
- WorkSystems, Inc.
- Clackamas Workforce Partnership.
- Willamette Workforce Partnership.
- Lane Workforce Partnership.
- Southwestern Oregon Workforce Investment Board.
- Rogue Workforce Partnership.

