State of Oregon



OREGON YOUTH EMPLOYMENT PROGRAM

STATE YOUTH WORK EXPERIENCE FOR

LOCAL WORKFORCE DEVELOPMENT BOARDS

Request for Grant Applications (RFA)

HECC Reference # 25-015-RFA

Date of Issue:	March 5 th 2025
Application Due Date:	April 11 th 2025, 11:59 PM
Award Announcement:	May 2 nd 2025
Single Point of Contact (SPC):	Jeanie Stuntzner
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For questions, clarifications, or if you need this material in a different format, please contact the

SPC listed above.

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1: Introduction and Overview

The State of Oregon, acting by and through the Higher Education Coordinating Commission ("HECC"), is issuing this Request for Application ("RFA") for the **Oregon Youth Employment Program** ("OYEP"), administered by Oregon Youth Works. HECC is issuing this RFA pursuant to its authority under <u>ORS 350.075</u> and <u>ORS 660.353-ORS 660.354</u>.

Oregon Youth Works ("OYW") is an initiative of the Office of Workforce Investments ("OWI"). The OYW initiative administers funding and builds partnerships for workforce training, skill development and employment of youth and young adults. This is achieved through a variety of programs and service models to meet participant and community needs. OYEP is one of five programs in the OYW portfolio.

Approximately \$6 million in funds has been committed by HECC to the Local Workforce Development Boards ("LWDB") for this effort. It is intended that half of this amount will be distributed to the LWDBs according to the Workforce formula, and up to half will be distributed through the results of this discretionary RFA. The amounts of the grants to each LWDB will include the formula-driven portion of the funds and may include a portion of the discretionary funds depending on the results of this RFA.

Applications should present innovative and creative strategies that enhance a youth's ability to move into self-sustaining employment, resulting in an upwardly mobile career path with higher earnings potential. Applicants should consider strategies that reflect effective integration of services with other partner agencies, and proactive strategies to involve employers in design of service strategies and implementation of the program.

Oregon Youth Employment Program

OYEP, which is both funded and managed by the state, is a paid work experience, skills training and career development program that utilizes the LWDB's structure to implement. The focus of this grant cycle will be on underserved/underrepresented populations, and training experiences and opportunities that support the imperatives of this program. In addition, this cycle will allow for planning grant opportunities to be offered by the LWDBs to help expand partnerships support, development, and capacity building of potential providers to strengthen local workforce development regional pools of supports for youth and other participants.

The Oregon Youth Employment Fund provides funding to OYC and OYEP. OYC receives 30% of the total funds, and OYEP receives the remaining 70%, which is broken into two parts: 35% (one half) to be awarded by formula allocation, and the other 35% (one half) to be awarded through a discretionary grant process.

Workforce training is a component of the programming with the aim to help close employment gaps in Oregon's youth population, including but not limited to youth in underserved and underrepresented communities, by providing young Oregonians with valuable work experience that promotes the development of essential employability skills.

Commitment to Diversity, Equity, and Inclusion

OYW embraces diversity, equity, and inclusion in its mission to increase opportunity for Oregon's young people through the funding of workforce development programs.

OYW understands that creating a culture of diversity, equity, and inclusion requires the intentional examination of systemic policies and practices that, even if they have the appearance of fairness, may perpetuate disparities. An understanding of historical contexts and an active investment in changing social structures and practices over time are key to ensuring that individuals from all communities have opportunities and support to realize their full potential.

OYW commits to diversity, equity, and inclusion throughout the grantmaking process, inviting new partners into the workforce system and placing an emphasis on serving youth and young adults from priority populations which include, but are not limited to: communities of color, women, low-income communities, rural and frontier communities, veterans, persons with disabilities, youth who experience the justice system, members of Oregon's nine federally recognized Indian tribes, and individuals who identify as members of the LGBTQ2SIA+ community.

OYW has worked to operationalize our commitment to diversity, equity and inclusion in this grant making process through the following actions:

- Applies the HECC's <u>Equity Lens</u> to all aspects of our work.
- Consulting with current partners and grantees to inform our planning to develop an inclusive, low barrier grant process.
- Hosting a series of information sessions designed to provide potential Applicants an opportunity to ask questions and receive guidance (see section 6 below for more information).
- Soliciting engagement in the scoring process from a diverse mixture of organizations, entities, and partners.
- Providing funding upfront to Applicants that demonstrate a need for immediate funds (see section 5 below for more information).

2: Oregon Youth Employment Program Purpose

The purpose of OYEP is to:

- Provide equitable and inclusive opportunity and access to meaningful experiences for youth,
- To elevate collaborative impact within communities and their populations,
- To develop youth and young adults (14-24) through skills training, work experience, career development and youth development.

OYEP funding is not guaranteed and is subject to competition, requirements, and the availability of funds. Funding through this RFA is not a guarantee of future funding. HECC anticipates awarding funds through grant agreements with multiple Applicants. If HECC

chooses to partially fund an application, it will do so in a manner that does not prejudice any Applicants or affect the basis upon which the application or portion thereof was evaluated and selected for award.

Funded applications through this competitive RFA are not a guarantee of future funding. When or if additional funding becomes available, HECC reserves the right to issue additional awards under this RFA. These awards will not require further competition. Any additional selections will be made in accordance with the terms of this RFA and HECC policy. Evaluation of applications are based on the criteria in this RFA. HECC reserves the right to partially fund applications in discrete portions or phases. HECC reserves the right to terminate this RFA at any time for any reason.

The allowable cost period for these grants will be July 1, 2025, to June 30, 2027, unless otherwise agreed upon. There is no guarantee that an Applicant will receive a grant or receive reimbursement of any funds incurred prior to the execution of a grant agreement. Any expenses incurred by an Applicant prior to the execution of a grant agreements is at the sole risk of the Applicant.

Opportunities to apply for a grant will open approximately **March 5, 2025,** and remain open through **April 11, 2025.** Applications will be reviewed by a review panel.

3: Request for Application (RFA) and Grant Schedule

The table below represents a tentative schedule of events for this RFA. All times are listed in Pacific Time. All dates listed are subject to change. "N/A" denotes that event is not applicable to this RFA.

Description	Date	Time
RFA Issuance	March 5, 2025	
<u>Optional</u> Information Session for Potential Applicants	Thursday, April 3rd 2025	10:30am – 11:30am (see section 6 below)
Application Due Prior To	April 11th 2025	11:59pm
Notice of Award (approximate)	May 2 nd 2025	
Issuance of Grant Agreement (approximate)	June 30 th 2025	

Single Point of Contact (SPC)

The SPC for this RFA is identified on the Cover Page, along with the SPC's contact information. Applicants must direct all communications related to any provision of the RFA, whether about the technical requirements of the RFA, grant requirements, the RFA process, or any other provision only to the SPC.

4: General Applicant Guidelines

Eligible Applicants must be current Local Workforce Development Boards (LWDBs) in Oregon.

Application

All Applicants are to complete the OYEP application via an online platform located here: https://oregonhecc.smapply.us/prog/25-27

27_oregon_youth_employment_program_request_for_applications_

Within this application, Applicants are to identify the following:

- Communities to be served
- The training and supportive services that Applicant will offer to youth participants

In addition, there will be an area to complete a section of short & long answer narratives.

Community Engagement Plan

For the purposes of this RFA, Community Engagement Plan is defined as a plan that details how the local board and its program providers will partner with and engage their community, including through relationships with trusted messengers for underserved/underrepresented and/or and rural communities, to advance the imperatives of OYEP.

All Applicants are to submit a Community Engagement Plan as part of the OYEP application. The Community Engagement Plan needs to demonstrate a commitment to serving populations which may include, but are not limited to, underrepresented populations such as:

- Communities of color;
- Rural communities;
- Communities that have faced generational poverty; or
- Other communities that have been historically underrepresented in youth employment provided the Applicant provides information documenting such underrepresentation.

The Community Engagement Plan is to document the process that will be used to identify, partner with, and provide grant funds to organizations with direct experience serving their communities. Quarterly reporting will include narrative updates on Community Engagement Plan efforts.

General Applicant Terms

• HECC may require clarification to understand any of Applicant's scored criteria. Any necessary clarifications or modifications will be made before executing any award and may become part of the final grant agreement.

- Submission of an application does not constitute an agreement between HECC and Applicant, nor does it secure or imply that Applicant will be selected for discretionary funds.
- All costs associated with Applicant's submission of an application are the sole responsibility of the Applicant and shall not be borne by HECC or the State of Oregon.
- Successful Applicants will be required to maintain appropriate levels of Workers Compensation, General Liability, and Automobile Liability insurance. (See Attachment D – Sample Grant for more information)
- Background checks of staff with interaction with vulnerable populations may be required. (See Attachment D Sample Grant, Section 11 for more information)
- By applying, Applicant accepts all the terms and conditions of this RFA. No Grant Funds will be released prior to all program conditions being met and Grant Agreements executed.

5: Grant Agreement Requirements & Funding Information

- HECC anticipates awarding nine (9) Grant Agreements total.
- Anticipated individual grant award range: \$300,000 \$1,000,000.
- HECC reserves the right to reopen the RFA as necessary.

Funding Priorities

OYEP seeks to:

- Provide funding for projects that apply the HECC Equity Framework in the development of their project plan and apply the framework during implementation.
- Provide funding to organizations that establish and build relationships with trusted partners, including partners that support underserved and/or underrepresented communities, as part of the OYEP plan.
- Provide funding to projects that build reciprocal relationships between participant youth and the communities they are serving (e.g., building social capital, contributing to community-based solutions, etc.).
- Provide funding that fosters career development of youth participants by prioritizing opportunities to acquire job-ready credentials within the project requirements.

Grant Funding Information

Funding for OYEP is contingent upon legislative appropriations and final budget approval. The total amount of funds available for awards may be adjusted based on the outcome of the legislative session and the state budget process. HECC reserves the right to modify, delay, or withdraw the funding opportunity based on the availability of appropriated funds. Applicants will be notified of any changes that may impact the funding process.

Grant funding for the OYEP to LWDBs s will be in two parts:

- Formula Funds: based on HECC's workforce formula but will require response to this RFA.
- Discretionary Allocation Funds: awarded based upon the results following an application review.

The funds for both Formula and Discretionary awards shall be distributed by a percentage allocation.

HECC's obligation to disburse Grant Funds to Grantee under this RFA is subject to satisfaction of the following condition: HECC has received sufficient funding and expenditure authorizations to allow HECC, in the exercise of its reasonable administrative discretion, to make the allocation disbursements.

The initial allocation of funds will be 50% of the total Grant award that will be released upon execution of the grant agreement. The remaining 50% of the allocation may be requested when two measures have been met:

- When a minimum percentage of the amount allocated has been spent, and
- Participation reporting requirement are met.

Once 75% of the initial allocation (50%) has been spent, and reporting requirements are reached, an additional 25% of the total allocation may be requested.

Once 75% of the 75% total award allocation has been spent, and reporting requirements are reached, the remaining 25% may be requested.

Reporting Requirements

All grant recipients will be required to provide quarterly performance and financial reporting as well as final grant close out reporting to grant administrators at HECC; please see Attachment D: Sample Grant for details. OWI utilizes reporting to capture information that supports funding for youth workforce initiatives. Reporting provides a near-term understanding of the funding's qualitative and quantitative impacts, as well as a long-term assessment of the impact of youth workforce programming on underserved populations, especially in relation to post-secondary education and living wage jobs.

A. Quarterly Progress Reports:

Quarterly progress reports are to be completed and submitted by grantees using the HECC provided template. Grantees are to report current spending of the allocation received, the number of participants enrolled, the type of work experience / work-based learning participants are enrolled in, and brief narrative on the community engagement efforts that have occurred during the quarter.

Please see below for a sample quarterly reporting calendar:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
July – Aug - Sept	Oct – Nov – Dec	Jan – Feb – March	April – May – June
Due October 31 st	Due January 31 st	Due April 30 th	Due July 31 st
Quarter 5 (year 2)	Quarter 6	Quarter 7	Quarter 8
July – Aug - Sept	Oct – Nov – Dec	Jan – Feb – March	April – May – June
Due October 31 st	Due January 31 st	Due April 30 th	Due July 31 st

B. Year-End and Final Reports:

The Year End and Final Report(s) components will be described in detail in the Grant Agreements which will include the data required in statute. This data includes but is not limited to:

- The race and ethnicity of program participants
- Participant identified barriers
- Whether program participants come from urban or rural areas (zip codes)
- The number of participants in the program
- The number of participants that complete the program
- The cost of internships and other work experiences provided
- The academic credit earned by participants
- The number of certificates for passing approved high school equivalency tests such as the General Educational Development (GED®) test earned by participants
- Community Partners engaged by Applicant
- Program/Project Beneficiary, and number of hours worked by all

participants

- Work-based learning areas
- Work Readiness Instruction and Delivery
- Types of Work Experience offered
- Essential Employability Skills obtained by participants
- Sectors training and work experience(s) took place within
- Employment gained by participants
- Academic path chosen by participants
- Reflection on results driven by the Community Engagement Plan; and
- Any other characteristic of program participants that the commission determines by rule would be useful in evaluating the success of the program

Please see below for sample Year-End and Final Report calendar:

Year 1 (year-end)	Year 2 (final report: year 1 and 2)
July 1, 2025 – June 30, 2026	July 1, 2025 – June 30, 2027
Due: July 31, 2026	Due: July 31, 2027

Impact Stories:

Grantees will provide HECC, in a format comparable to Exhibit I, two participant impact stories and one employer impact story annually (July 2026, and July 2027). Grant recipients will ensure that employers and participants, if included in success stories, sign a media and photo release form. Grantee may use locally approved impact/success stories surveys or forms, as well as media and photo release forms. Impact Stories will be owned by HECC. HECC shall grant the Grantee the unlimited right to publish and use the Impact Stories.

OWI recognizes that protecting the safety and trust of participants is a critical element. To help ensure program participants are protected, OWI requests the following:

- Information collected and shared by programs comes from a trauma-informed approach
- Program information aggregates program data rather than sharing the specific details of each individual's program experience
- The minimal collection of personal identifiable information only as necessary to provide in reports
- Individuals are provided with a HECC specific release form that allows the individual or their guardian to authorize the release of that individual's image,

data, and stories.

• Programs provide a release for HECC to use program-submitted images.

Eligible Participants

Grant recipients may engage in outreach to or solicit participation from youth participants, including participants from underserved/underrepresented communities that may include, but are not limited to communities of color; rural communities; communities that have faced generational poverty; or other communities that have been historically underrepresented in youth employment, provided the Applicant provides information documenting such underrepresentation. Grant recipients shall be prohibited from denying services to individual program participants on the basis of lack of association with the listed categories above. Program participants shall be between 14 and 24 years of age. (ORS 660.353)

Participant Compensation

Program participants shall be compensated in the following manner:

- At least Oregon minimum wage by region according to the current rules regarding Oregon minimum wage established by the Bureau of Labor & Industries; or
- As per OAR 715-102-0020, if a grantee is prohibited by state or federal law from the payment of wages, such as an AmeriCorps program, an allowance or stipend, or a combination of an allowance or stipend and postsecondary education and training monetary award, such that the total monetary value of the allowance or stipend and the total monetary value of any other postsecondary education monetary award or institutional credit hour award received by the participant or on behalf of the participant, when totaled and divided by the total hours served in the program, is equal to or exceeds the monetary value of minimum wage as described in the bullet point above.
- Stipends may be provided to participants to support engagement in work-based learning, training, or other program-related activities, as long as they are structured to encourage meaningful participation and skill development. Stipends must be reasonable, consistent with program goals, and aligned with applicable state requirements.

Allowable Uses for Grant Funds

Applicants shall provide a budget estimate for formula and discretionary funding that details the following allowable costs:

- Program Costs: Program Personnel Costs/Wages, Participant Wages, Employer Costs for Taxes/Fringe, Transportation, Supplies/Materials, Program Participants' Support Services Costs, Personal Protective Equipment, Equipment, Training and Certification costs, etc.
- Administrative Costs: Expenditures incurred by grantees in the performance of administrative functions necessary in carrying out activities under the grant agreement. Acknowledging the funds for the resulting grant agreements derive

from state funds as opposed to federal funds, administrative costs to administer them should be lower.

Administrative Costs will generally be limited to a rate of 10 percent. HECC reserves the right to negotiate, in its sole discretion, higher Administrative Cost rates if a successful Applicant can justify why a higher rate is necessary.

Planning Grants: An allowable use of OYEP funds is for the LWDBs to offer planning grant(s) to current and potential service providers to strengthen local workforce development. For the purposes of this RFA, planning grants are one-time awards of funds (up to \$75,000 per planning grant) to help expand partnerships support, development, and capacity building of providers to strengthen local workforce development regional pool of supports for youth and other participants.

6: Grant Funding: Discretionary and Formula Allocation

Formula Allocation: To be awarded formula funds, Applicants must submit a complete and timely application. If the HECC staff finds the application to be incomplete, staff will work with each Applicant to ensure a completed application.

Discretionary Funding: Applicants will receive discretionary funds based on their application's score. Funding amounts will vary pending on the score awarded for each Applicant, the scope of the proposed projects, available funding and what is in the best interest of the state as determined by HECC. The HECC staff encourage Applicants to propose scalable projects, as discretionary funding amounts may vary.

LWDBs are to submit one request for OYEP funds. The submission will be evaluated for both formula and discretionary funds that are available.

7: Application Submission

Resources Prior to Submission

HECC will hold an Information Session for Potential Applicants. Attendees can expect to learn about these grants, and how an organization's application will be scored. Attendees can ask clarifying questions about the application process and OYEP. HECC will post recordings of the session alongside the RFA on the HECC Grant and Contracting Opportunities webpage here.

The optional Information Session date and time are as follows:

• Thursday, April 3rd 2025, 10:30am – 11:30am

<u>Click here to join the meeting</u> Meeting ID: 266 404 421 986 Passcode: jd6uy3uy

Submission Requirements

All Applications are to be submitted via the web-based Application found here:

https://oregonhecc.smapply.us/prog/25-27 oregon youth employment program request for applications

Submissions received after April 11, 2025, at 11:59 p.m. Pacific Time may not be accepted.

8: Evaluation Criteria

The following scoring rubric will be used to evaluate Applicant's response to all question prompts:

Oregon Youth Employment Program Scoring Rubric		
10 Outstanding	 Response fully addresses all question prompts and provides information in a thorough and complete manner and provides specific details and examples. Response indicates the Applicant has a complete understanding of the prompts included in the question. Response demonstrates the Applicant possesses the capacity, expertise, and/or strengths to meet or exceed the expectations set forth in the project plan related to this prompt. 	
8-9 Above Average	 Response addresses all question prompts, some more thoroughly than others, and provides specific details and examples. Response indicates the Applicant understands the prompts included in the question. Response demonstrates the Applicant possesses sufficient capacity, expertise, and/or strengths to meet the expectations set forth in the project plan related to this prompt. 	
5-7 Average	 Response addresses most question prompts, provides adequate information, and uses some details and examples to support their response to the question. Response indicates the Applicant understands the prompts included in the question. Response demonstrates that this Applicant possesses some capacity, expertise, and/or strengths to meet the expectations set forth in the project plan related to this prompt. 	
2-4 Below Average	 Response addresses a few question prompts, provides some relevant information, and uses few details or examples to support their response to the question. Response indicates the Applicant may not understand the prompts included in the question. Response demonstrates the Applicant possesses limited capacity, expertise, and/or strengths to meet the expectations set forth in the project plan related to this prompt. 	
1 Inadequate	• Response addresses no or very few question prompts, provides little or no information, and uses no details and examples to support their response to the question.	

 Response indicates the Applicant does not understand the prompts included in the question. Response demonstrates the Applicant does not possess the capacity, amortise, and (an atrong the to most the amort the amort time set for the in the second set of the second
expertise, and/or strengths to meet the expectations set forth in the project plan related to this prompt.

Point and Score Calculations

Grant funds will be awarded based on the Review Committee's best value determinations based on Applicants' scores and how the Review Committee can best utilize grant funds to meet the purposes of this RFA.

Scores are the values (1 through 10) assigned by each evaluator.

Points are the total possible values for each section as listed in the table below. The SPC will average all scores for each evaluation criterion. The average score will be used as a percentage multiplier of the maximum possible points for that criterion. 1=10%, 5=50%, 9=90%, etc.

EXAMPLE:

Applicant A receives scores of 10, 9, and 8 for a section worth 50 points. The SPC averages 10, 9, and 8 for a score of 9. 9 is used as a 90% multiplier to the possible points of 50. 50 multiplied by 90% is 45. Applicant A's points for the criterion is 45.

Points possible are as follows:

	Total Points Possible	100
Section	Criteria	Points Possible
Section I.	Applicant Information and Eligibility	No points
	Applicant agrees that eligibility requirements will be met.	awarded
Section II	. Populations to be Served	5
	Applicant has considered local population most in need.	
	Does proposed number of participants served seem reasonable?	
Section II	I. In-Demand Occupations and Targeted Sectors	10
	How well does the Applicant's plan integrate into local and	
	emerging sector strategies?	
Section IV	7. Training and Service Requirements	10
	How well does the proposed training plan demonstrate progress towards meeting sector needs?	
	Applicant agrees that wage requirements will be met.	_
	Applicant agrees that service requirements will be met.	
Section V	Plan Narratives	25
	Describe the workforce-related need or problem in the local area that you seek to address.	

 What specific barriers, gaps, or challenges exist in the local labor market? How does this issue impact youth in your region? Provide qualitative and quantitative data, including workforce assessments, and insights from community engagement efforts. If applicable, describe how the problem disproportionately affects specific populations (e.g., communities of color, rural communities, youth experiencing poverty, youth with disabilities, etc.). 	
Describe the project plan and how it addresses the identified workforce need.	
 How did you determine this course of action? Please include the different data sources used that shaped this approach. What specific strategies, programs, or interventions will be implemented to address the problem? How will success be measured? Identify key performance indicators (e.g., employment placement rates, credential attainment, increased employer engagement). If you are offering planning grants, provide details on: The intended use of planning grant funds. The maximum amount per planning grant (up to \$75,000). How the planning grants will help inform future project implementation. 	
Section VI: Past Performance & Reflection	25
 How have programs funded by the OYEP grant positively impacted participants and communities? Provide specific participant success stories, testimonials, or case studies that illustrate meaningful change. Beyond individual successes, how did these funds contribute to broader systemic improvements (e.g., strengthened employer partnerships, expanded career pathways, increased access for underrepresented populations)? Include any measurable indicators of success (e.g., wage increases, long-term job retention, career advancement opportunities) 	

 What challenges did you encounter in administering OYEP funds, and how did you address them? Identify key barriers (e.g., participant recruitment, employer engagement, reporting requirements, funding constraints, service delivery). How did you adapt or innovate to overcome these challenges? What lessons learned have informed improvements to your current or future programs? 	
• If applicable, describe any policy, procedural, or partnership changes made in response to these challenges.	
Section VII. Community Engagement Plan How has your OYEP-funded projects/program fostered reciprocal relationships between participant youth and the communities they serve? Provide examples of past successes in building social capital and engaging youth in community-based solutions. Looking forward, how will this project/program continue to deepen community engagement and ensure meaningful, lasting connections? What strategies will you implement to measure the impact of these relationships? Describe your organization's past and present efforts to engage and serve communities of color, rural communities, communities impacted by generational poverty, and other historically underrepresented populations in youth employment. What strategies have been effective in identifying and partnering with organizations that have direct experience serving these communities? Moving forward, outline your community engagement plan, including specific actions you will take to ensure these partnerships are sustained and expanded. How will you measure the effectiveness of these efforts?	25
Section VIII. Budget	No points
Total:	awarded 100

Submitted Applications meeting the requirements outlined in the Application Requirements section will be evaluated by a Review Committee. SPC may request further clarification to assist the Review Committee in gaining additional understanding of Applications. A response to a clarification request must be to clarify or explain portions in the already submitted Application and may not contain new information not included in the original Application.

9: Additional Information

Oregon Youth Works Monitoring

OYW has a responsibility to monitor the programs funded. Effective monitoring is necessary for compliance with State and Federal regulations and provisions of grant agreements as well as supporting overall program development. Monitoring actions are where OYW, through testing and observation, determines strengths, areas for improvement, and opportunities for training and technical assistance.

Activity	Description
Allocation Request	Submitted Quarterly. Prior to payment, monitoring occurs including documentation review and verification that the request aligns with the grantees approved budget.
Check-In Call	Staff conduct regular check-in calls with grantees. Frequency may vary depending on grantee needs and experience with state or federal grants.
Year-End and Final Report	Grantees report on performance indicators reflecting the first year of the grant period, and then at the end reflecting on the full grant period. (see section 5 for more information)
Grant Close-Out	Staff review all Grant documentation to ensure all Grant activities are complete and administrative duties have been completed.
Progress Report	Submitted Quarterly. Grantees report on current spending of the allocation received, the number of participants enrolled, the type of work experience / work-based learning participants are enrolled in, and brief narrative on the community engagement efforts that have occurred during the quarter.
Site Visit	Visit to the Grantee in person, or virtually (if needed) to visit work and or training site. Should be paired with other activities that will occur in person. Program / Site / Youth Interviews may occur as part of the site visit.

OYEP Monitoring Activities

NOTE: The following provisions apply to all Successful Applicants, <u>except</u> that some of the below provisions may not be required for federally recognized tribes.

Public Records

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

"This data is exempt from disclosure under the Oregon Public Records Law pursuant to <u>ORS</u> <u>192.311 through 192.478</u> and is not to be disclosed except in accordance with the Oregon Public Records Law."

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

Governing Law and Regulations

This RFA is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFA, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding 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 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.

Applicant must not be in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, <u>ORS 305.620</u> and <u>ORS chapters 316</u>, <u>317</u> and <u>318</u>.

Applicant understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the <u>Oregon False Claims Act, ORS 180.750(1)</u>), made under Contract being a "false claim" (<u>ORS 180.750(2)</u>) subject to the <u>Oregon False Claims Act, ORS 180.750 to 180.785</u>, and to any liabilities or penalties associated with the making of a false claim under that Act.

Applicant will comply with the Pay Equity law, <u>ORS 652.220</u>, if applicable.

Except as allowed by <u>ORS 659A.006</u>, Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, if HECC allows, Applicant does not discriminate against any business certified under <u>ORS 200.055</u> as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Applicant has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in <u>ORS 279A.112</u>, of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. HECC may not enter into a contract with an anticipated contract price of \$150,000 or more with an Applicant that does not certify it has such a policy and practice. See

https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx for additional information and sample policy template.

Applicant, by submitting its application, certifies it will follow all local, state, and federal guidelines and requirements protecting against the spread of COVID-19 while conducting any activities that require in-person contact. HECC will not fund lobbying activities.

10: List of Attachments

- Attachment A: 25-27 OYEP Grant Application Questions and Application Link
- Attachment B: 25-27 OYEP Program Budget Template (for formula and discretionary funds)
- Attachment C: 25-27 OYEP Application Certification Sheet
- Attachment D: Sample Grant

ATTACHMENT A OYEP PROGRAM APPLICATION

Please click on the following link to access the web-based Application:

https://oregonhecc.smapply.us/prog/25-27 oregon youth employment program request for applications

The questions below are being provided as a <u>preview</u> only so that applicants know what questions are asked. Applicants MUST submit their information and answers through the above link.

Preview of Questions:

Section 1: Applicant Information and Eligibility (*zero/no points*) [short text response, fill out]

Applicant Info

- Local Workforce Development Board in Oregon (LWDB):
- Program Contact:
- Email Address:
- Fiscal Contact:
- o Email:

Eligibility

Are you a current local workforce development board in Oregon? [Yes or No (if no, not eligible)]

Section 2: Populations to be Served (5 points possible)

• Youth served by OYEP must be between 14-24 years of age.

Mark all that apply; must mark at least one of the first four populations: [select]

- □ Rural communities
- □ Communities that have faced generational poverty
- □ Communities that have been historically underrepresented in youth development
- □ Other: [add text here]

Number of participants to be served: [short text response]

Section 3: In-Demand Occupations and Targeted Sectors (10 points possible)

Mark each sector identified as active or emerging in your region (*NAICS 2022 Sectors*): [select]

- □ Accommodation and Food Services
- □ Administrative and Support and Waste Management and Remediation Services

- □ Agriculture, Forestry, Fishing and Hunting
- □ Arts, Entertainment, and Recreation
- □ Construction
- Educational Services
- □ Finance and Insurance
- □ Healthcare and Social Assistance
- □ Information
- □ Management of Companies and Enterprises
- □ Manufacturing
- □ Mining, Quarrying and Oil and Gas Extraction
- □ Other Services (except Public Administration)
- □ Professional, Scientific and Technical Services
- □ Public Administration
- □ Real Estate and Rental and Leasing
- □ Retail Trade
- □ Transportation and Warehousing
- □ Utilities
- □ Wholesale Trade
- □ Other: [add text here]

How is the OYEP project plan integrated with local sector strategies? [long text response]

Section 4: Training and Service Requirements (10 points possible)

Training

Indicate which of the following Youth Work Experience will be offered:

- □ Internship Training
- □ Registered Apprenticeship
- □ Pre-Apprenticeship Training
- □ On-the-Job Training
- □ Occupational Skills Training
- □ Other: [add text here]

Summary of proposed training. Please share activities that are in support of identified sectors selected on the previous page (Section 3, Q1). *Please elaborate if training will differ by sector(s) served.* [long text response]

Please indicate if you will use an essential employability skills assessment, curriculum, framework, etc.

- □ National Career Readiness Certificate (NCRC)
- □ Oregon Employability Skills (OES)
- □ New World of Work
- □ Other: [add text here]
- □ None

Service Requirements

- 1. Training and/or Work Experience must be at least five (5 weeks, or 160 hours).
- 2. All participants are required to be paid (a) at least Oregon minimum wage by region according to the current rules established by the Bureau of Labor & Industries; or (b) If a grantee is prohibited by state or federal law from the payment of wages, such as an AmeriCorps program, an allowance or stipend, or a combination of an allowance or stipend and postsecondary education and training monetary award, such that the total monetary value of the allowance or stipend and the total monetary value of any other postsecondary education monetary award or institutional credit hour award received by the participant or on behalf of the participant, when totaled and divided by the total hours served in the program, is equal to or exceeds the monetary value of minimum wage. (c) In addition to 2a above, stipends for youth program participants are allowable.
 - Minimum wage increases on July 1, 2025 and a rate chart can be found at: https://www.oregon.gov/boli/workers/pages/minimum-wage-schedule.aspx
- 3. Individual Development Plan (IDP) that includes the following:
 - Work Readiness Skills
 - Education Goals
 - Career Goals
- 4. Provide academic support for earning high school graduation credit, completion of approved high school equivalency programs such as the General Educational Development (GED ®) certificate program or earning college credit for work experience or internships provided through the program.
- 5. Work Based Learning / Work Experience
- 6. English language learner and accessibility services (compliant with <u>the American</u> <u>with Disabilities Act of 1990</u>)

[select, Agree or Don't Agree]

Regarding #4 through #6 above, describe how the service listed will be provided/offered to participants: (also list any other/additional services that will be provided) [long text response]

Section 5: Project Plan Narratives (25 points possible)

- 1. Describe the workforce-related need or problem in the local area that you seek to address. [long text response]
 - a. What specific barriers, gaps, or challenges exist in the local labor market?
 - b. How does this issue impact youth in your region?
 - c. Provide qualitative and quantitative data, including workforce assessments, and insights from community engagement efforts.
 - d. If applicable, describe how the problem disproportionately affects specific populations (e.g., communities of color, rural communities, youth experiencing poverty, youth with disabilities, etc.).

- 2. Describe the project plan and how it addresses the identified workforce need. [long text response]
 - a. How did you determine this course of action? Please include the different data sources used that shaped this approach.
 - b. What specific strategies, programs, or interventions will be implemented to address the problem?
 - c. How will success be measured? Identify key performance indicators (e.g., employment placement rates, credential attainment, increased employer engagement).
 - d. If you are offering planning grants, provide details on:
 - i. The intended use of planning grant funds.
 - ii. The maximum amount per planning grant (up to \$75,000).
 - iii. How the planning grants will help inform future project implementation.

Section 6: Past Performance & Reflection (25 points possible)

- 1. How have programs funded by the OYEP grant positively impacted participants and communities? [long text response]
 - a. Provide specific participant success stories, testimonials, or case studies that illustrate meaningful change.
 - b. Beyond individual successes, how did these funds contribute to broader systemic improvements (e.g., strengthened employer partnerships, expanded career pathways, increased access for underrepresented populations)?
 - c. Include any measurable indicators of success (e.g., wage increases, long-term job retention, career advancement opportunities)
- 2. What challenges did you encounter in administering OYEP funds, and how did you address them? [long text response]
 - a. Identify key barriers (e.g., participant recruitment, employer engagement, reporting requirements, funding constraints, service delivery).
 - b. How did you adapt or innovate to overcome these challenges?
 - c. What lessons learned have informed improvements to your current or future programs?
 - d. If applicable, describe any policy, procedural, or partnership changes made in response to these challenges.

Section 7: Community Engagement Plan (25 points possible)

- 1. How has your OYEP funded projects/program fostered reciprocal relationships between participant youth and the communities they serve? [long text response]
 - a. Provide examples of past successes in building social capital and engaging youth in community-based solutions.

- b. Looking forward, how will this project/program continue to deepen community engagement and ensure meaningful, lasting connections? What strategies will you implement to measure the impact of these relationships?
- 2. Describe your organization's past and present efforts to engage and serve communities of color, rural communities, communities impacted by generational poverty, and other historically underrepresented populations in youth employment. [long text response]
 - a. What strategies have been effective in identifying and partnering with organizations that have direct experience serving these communities?
 - b. Moving forward, outline your community engagement plan, including specific actions you will take to ensure these partnerships are sustained and expanded. How will you measure the effectiveness of these efforts?
 - c. expanded. How will you measure the effectiveness of these efforts? [long text response]

Section 8: Budget (zero/no points)

- Cost per participant may not exceed: \$10,000
- 1. Please download, complete, and attach the 25-27 OYEP Budget Template. [link to download, attachment]
- 2. Does your proposed budget include planning grants in section III? [Yes, No]
 - a. If yes, provide below the number of grants anticipated to award, and the approximate amount (*note: max amount per award is \$75,000*). [long text response]
- 3. Provide any additional budget narrative you would like reviewers to consider: [long text response]

Section 9: Additional Detail

Please use this space to provide any additional information regarding the LWDB OYEP plan: [long text response]

Section 10: Assurances and Certifications

Please download, complete and sign, then submit the assurances and certifications form. [link to download, attachment]

These assurances and certifications are:

- Applicant understands and accepts the requirements of this RFA.
- Applicant acknowledges receipt of any and all Addenda to this RFA.

- If awarded a Grant Agreement, Applicant agrees to perform the activities and meet the performance standards set forth in the final negotiated Grant Agreement.
- I have knowledge regarding Applicant's payment of taxes and by submitting this application I hereby certify that, to the best of my knowledge, Applicant is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
- Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding contracts, Applicant does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
- Applicant and Applicant's employees, agents, and subcontractors are not included on:
 - the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf.; or
 - the government wide exclusions lists in the System for Award Management found at: https://www.sam.gov/portal/SAM/#1
- Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFA. If any changes occur with respect to Applicant's status regarding conflict of interest, Applicant shall promptly notify the State in writing.
- Applicant certifies that all contents of the Application (including any other forms or documentation, if required under this RFA) and this Applicant Information and Certification Sheet, are truthful and accurate and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
- Applicant understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Grant Agreement being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- Applicant acknowledges these certifications are in addition to any certifications required in the Grant Agreement at the time of Grant Agreement execution.

ATTACHMENT B 2025-2027 OYEP BUDGET TEMPLATE ATTACHED AS EXCEL SHEET

ATTACHMENT C APPLICATION CERTIFICATION SHEET

Legal Name of Applicant:	
Address:	
City, State, Zip:	
State of Incorporation:	
Entity Type:	
Contact Name:	
Telephone Number:	
Email Address:	

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

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

and sample policy template.

Applicant and Applicant's employees, agents, and subcontractors are not included on:

- the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf</u>., or
- the government-wide exclusions lists in the System for Award Management found at: <u>https://www.sam.gov/SAM</u>

- Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFA. If any changes occur with respect to Applicant's status regarding conflict of interest, Applicant shall promptly notify the State in writing.
- Applicant certifies that all contents of the Application (including any other forms or documentation, if required under this RFA) and this Application Certification Sheet are truthful and accurate and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
- Applicant understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

Applicant certifies it will comply with the Pay Equity law, ORS 652.220, if applicable.

Applicant is registered, or will be registered if awarded a grant agreement, in the state's electronic procurement system, called OregonBuys. [Registration is free, by clicking the blue "Register" button found here: <u>https://oregonbuys.gov/bso/</u>.]

Authorized Signature

Date

(Printed Name and Title)



Please click on the following link to access the web-based Application:

https://oregonhecc.smapply.us/prog/25-27 oregon youth employment program request for applications

The questions below are being provided as a <u>preview</u> only so that applicants know what questions are asked. Applicants MUST submit their information and answers through the above link.

Preview of Questions:

Section 1: Applicant Information and Eligibility (zero/no points) [short text response, fill out]

Applicant Info

- Local Workforce Development Board in Oregon (LWDB):
- Program Contact:
- Email Address:
- Fiscal Contact:
- o Email:

Eligibility Are you a current local workforce development board in Oregon?

[Yes or No (if no, not eligible)]

Section 2: Populations to be Served (5 points possible)

• Youth served by OYEP must be between 14-24 years of age.

Mark all that apply; must mark at least one of the first three populations: [select]

- □ Rural communities
- □ Communities that have faced generational poverty
- □ Communities that have been historically underrepresented in youth development
- □ Other: [add text here]

Number of participants to be served: [short text response]

Section 3: In-Demand Occupations and Targeted Sectors (10 points possible)

Mark each sector identified as active or emerging in your region (*NAICS 2022 Sectors*): [select]

- □ Accommodation and Food Services
- □ Administrative and Support and Waste Management and Remediation Services



- □ Agriculture, Forestry, Fishing and Hunting
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- □ Healthcare and Social Assistance
- □ Information
- □ Management of Companies and Enterprises
- □ Manufacturing
- □ Mining, Quarrying and Oil and Gas Extraction
- □ Other Services (except Public Administration)
- □ Professional, Scientific and Technical Services
- □ Public Administration
- Real Estate and Rental and Leasing
- Retail Trade
- □ Transportation and Warehousing
- □ Utilities
- □ Wholesale Trade
- □ Other: [add text here]

How is the OYEP project plan integrated with local sector strategies? [long text response]

Section 4: Training and Service Requirements (10 points possible)

Training

Indicate which of the following Youth Work Experience will be offered:

- □ Internship Training
- □ Registered Apprenticeship
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- □ Occupational Skills Training
- □ Other: [add text here]

Summary of proposed training. Please share activities that are in support of identified sectors selected on the previous page (Section 3, Q1). *Please elaborate if training will differ by sector(s) served.* [long text response]

Please indicate if you will use an essential employability skills assessment, curriculum, framework, etc.

- □ National Career Readiness Certificate (NCRC)
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Service Requirements

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- 2. All participants are required to be paid (a) at least Oregon minimum wage by region according to the current rules established by the Bureau of Labor & Industries; or (b) If a grantee is prohibited by state or federal law from the payment of wages, such as an AmeriCorps program, an allowance or stipend, or a combination of an allowance or stipend and postsecondary education and training monetary award, such that the total monetary value of the allowance or stipend and the total monetary value of any other postsecondary education monetary award or institutional credit hour award received by the participant or on behalf of the participant, when totaled and divided by the total hours served in the program, is equal to or exceeds the monetary value of minimum wage. (c) In addition to 2a above, stipends for youth program participants are allowable.
 - Minimum wage increases on July 1, 2025 and a rate chart can be found at: https://www.oregon.gov/boli/workers/pages/minimum-wage-schedule.aspx
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 - Work Readiness Skills
 - Education Goals
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- 4. Provide academic support for earning high school graduation credit, completion of approved high school equivalency programs such as the General Educational Development (GED ®) certificate program or earning college credit for work experience or internships provided through the program.
- 5. Work Based Learning / Work Experience
- 6. English language learner and accessibility services (compliant with <u>the American with</u> <u>Disabilities Act of 1990</u>)

[select, Agree or Don't Agree]

Regarding #4 through #6 above, describe how the service listed will be provided/offered to participants: (also list any other/additional services that will be provided) [long text response]

Section 5: Project Plan Narratives (25 points possible)

- 1. Describe the workforce-related need or problem in the local area that you seek to address. [long text response]
 - a. What specific barriers, gaps, or challenges exist in the local labor market?
 - b. How does this issue impact youth in your region?
 - c. Provide qualitative and quantitative data, including workforce assessments, and insights from community engagement efforts.
 - d. If applicable, describe how the problem disproportionately affects specific populations (e.g., communities of color, rural communities, youth experiencing poverty, youth with disabilities, etc.).



- 2. Describe the project plan and how it addresses the identified workforce need. [long text response]
 - a. How did you determine this course of action? Please include the different data sources used that shaped this approach.
 - b. What specific strategies, programs, or interventions will be implemented to address the problem?
 - c. How will success be measured? Identify key performance indicators (e.g., employment placement rates, credential attainment, increased employer engagement).
 - d. If you are offering planning grants, provide details on:
 - i. The intended use of planning grant funds.
 - ii. The maximum amount per planning grant (up to \$75,000).
 - iii. How the planning grants will help inform future project implementation.

Section 6: Past Performance & Reflection (25 points possible)

- 1. How have programs funded by the OYEP grant positively impacted participants and communities? [long text response]
 - a. Provide specific participant success stories, testimonials, or case studies that illustrate meaningful change.
 - b. Beyond individual successes, how did these funds contribute to broader systemic improvements (e.g., strengthened employer partnerships, expanded career pathways, increased access for underrepresented populations)?
 - c. Include any measurable indicators of success (e.g., wage increases, long-term job retention, career advancement opportunities)
- 2. What challenges did you encounter in administering OYEP funds, and how did you address them? [long text response]
 - a. Identify key barriers (e.g., participant recruitment, employer engagement, reporting requirements, funding constraints, service delivery).
 - b. How did you adapt or innovate to overcome these challenges?
 - c. What lessons learned have informed improvements to your current or future programs?
 - d. If applicable, describe any policy, procedural, or partnership changes made in response to these challenges.

Section 7: Community Engagement Plan (25 points possible)

1. How has your OYEP funded projects/program fostered reciprocal relationships between participant youth and the communities they serve? [long text response]



- a. Provide examples of past successes in building social capital and engaging youth in community-based solutions.
- b. Looking forward, how will this project/program continue to deepen community engagement and ensure meaningful, lasting connections? What strategies will you implement to measure the impact of these relationships?
- 2. Describe your organization's past and present efforts to engage and serve communities of color, rural communities, communities impacted by generational poverty, and other historically underrepresented populations in youth employment. [long text response]
 - a. What strategies have been effective in identifying and partnering with organizations that have direct experience serving these communities?
 - b. Moving forward, outline your community engagement plan, including specific actions you will take to ensure these partnerships are sustained and expanded. How will you measure the effectiveness of these efforts?
 - c. expanded. How will you measure the effectiveness of these efforts? [long text response]

Section 8: Budget (zero/no points)

- Cost per participant may not exceed: \$10,000
- 1. Please download, complete, and attach the 25-27 OYEP Budget Template. [link to download, attachment]
- 2. Does your proposed budget include planning grants in section III? [Yes, No]
 - a. If yes, provide below the number of grants anticipated to award, and the approximate amount *(note: max amount per award is \$75,000)*. [long text response]
- 3. Provide any additional budget narrative you would like reviewers to consider: [long text response]

Section 9: Additional Detail

Please use this space to provide any additional information regarding the LWDB OYEP plan: [long text response]

Section 10: Assurances and Certifications

Please download, complete and sign, then submit the assurances and certifications form. [link to download, attachment]

These assurances and certifications are:

• Applicant understands and accepts the requirements of this RFA.



- Applicant acknowledges receipt of any and all Addenda to this RFA.
- If awarded a Grant Agreement, Applicant agrees to perform the activities and meet the performance standards set forth in the final negotiated Grant Agreement.
- I have knowledge regarding Applicant's payment of taxes and by submitting this application I hereby certify that, to the best of my knowledge, Applicant is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
- Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding contracts, Applicant does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a womanowned business, a business that a service-disabled veteran owns or an emerging small business.
- Applicant and Applicant's employees, agents, and subcontractors are not included on:
- the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf., or the government wide exclusions lists in the System for Award Management found at: https://www.sam.gov/portal/SAM/#1
- Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFA. If any changes occur with respect to Applicant's status regarding conflict of interest, Applicant shall promptly notify the State in writing.
- Applicant certifies that all contents of the Application (including any other forms or documentation, if required under this RFA) and this Applicant Information and Certification Sheet, are truthful and accurate and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
- Applicant understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Grant Agreement being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- Applicant acknowledges these certifications are in addition to any certifications required in the Grant Agreement at the time of Grant Agreement execution.



2025-27 Oregon Youth Employment Program (OYEP) <u>ATTACHMENT C</u>

APPLICATION CERTIFICATION SHEET

Legal Name of Applicant:	
Address:	
City, State, Zip:	
State of Incorporation:	
Entity Type:	
Contact Name:	
Telephone Number:	
Email Address:	
-	

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

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



2025-27 Oregon Youth Employment Program (OYEP) <u>ATTACHMENT C</u> APPLICATION CERTIFICATION SHEET

- **5.** Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFA. If any changes occur with respect to Applicant's status regarding conflict of interest, Applicant shall promptly notify the State in writing.
- 6. Applicant certifies that all contents of the Application (including any other forms or documentation, if required under this RFA) and this Application Certification Sheet are truthful and accurate and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
- 7. Applicant understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- 8. Applicant certifies it will comply with the Pay Equity law, ORS 652.220, if applicable.
- **9.** Applicant is registered, or will be registered be registered if awarded a grant agreement, in the state's electronic procurement system, called OregonBuys. [Registration is free, by clicking the blue "Register" button found here: <u>https://oregonbuys.gov/bso/</u>.]

Authorized Signature

Date

(Printed Name and Title)

ATTACHMENT D - SAMPLE GRANT

Informational Cover Page - Grant

THIS PAGE IS NOT PART OF THE AGREEMENT

Agreement No. 25-015

AGREEMENT INFORMATION	1
Project Title:	Oregon Youth Employment Program 2025-2027
Allowable Cost Period:	07/1/2025 - 6/30/2027
Effective Period:	Date of last signature – 7/31/2027
Amount:	\$XXXXX
Distribution Schedule:	Reimbursement
Funding Source:	GF PCA
GRANTEE INFORMATION	
Grantee:	LWDB
Address:	Street Address City, State ZIP
Administrator:	Grantee Agreement Administrator
Phone:	Phone number
Email:	
Fiscal Contact:	Fiscal Contact
Phone:	Phone number
Email:	
HECC INFORMATION	
Administrator:	Stephanie Solomon
Phone:	971-345-1134
Email:	Stephanie.b.solomon@hecc.oregon.gov
Procurement Contact:	Jeanie Stuntzner
Phone:	971-372-1133
Email:	Jeanie.stuntzner@hecc.oregon.gov

STATE OF OREGON GRANT AGREEMENT

Agreement No. 25-015

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

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 350.075 and ORS 660.353 through ORS 660.354.

SECTION 2: PURPOSE

The purpose of this Agreement is to provide resources to assist Grantee in coordinating and supporting workforce training and work experience activities that help close employment gaps, particularly for those underserved and underrepresented communities, by providing young Oregonians with valuable work experience that promotes the development of essential employability skills through the Oregon Youth Employment Program ("OYEP") for eligible participants.

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, 2027 unless terminated earlier in accordance with Section 18.

SECTION 4: GRANT ADMINISTRATORS

4.1 HECC's Grant Administrator is:

Stephanie Solomon 3225 25th Street SE Salem, OR 97302 Phone: 971-345-1134 Email: <u>Stephanie.b.solomon@hecc.oregon.gov</u>

4.2 Grantee's Grant Administrator is:

Grantee Administrator Street Address City, State Zip Phone: Phone Number Email:

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 \$Dollar Amount ("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 disbursement requests according to the following schedule:
 - 6.1.1 Initial Disbursement. HECC will distribute 50% of Grant Funds. HECC's Grant Administrator will initiate the initial disbursement by submitting a disbursement request as soon as practicable following the execution of this Agreement.
 - 6.1.2 Ongoing Disbursement. HECC will distribute remaining 50% of Grant Funds no more frequently then quarterly. HECC's Grant Administrator will initiate disbursement requests of Grant Funds as soon as practicable upon receipt and acceptance of Grantee's quarterly reporting and expenditures (Exhibit E).

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

- 6.2 Allowable Cost Period. The Allowable Cost Period is the period between July 1, 2025 and June 30, 2027.
- **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 Conditions Precedent to Disbursement.** HECC's obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
 - **6.4.1** HECC has received sufficient funding and expenditure authorizations to allow HECC, in the exercise of its reasonable administrative discretion, to make the disbursement.

- **6.4.2** No default as described in Section 12 has occurred.
- **6.4.3** Grantee's representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- **6.4.4** By execution of this Agreement, Grantee certifies in writing that is has complied with all applicable requirements under Section 11.
- **6.4.5** HECC has received and accepted all reports related to this Agreement due at time of disbursement.
- **6.5 Backup Documentation.** Upon request by HECC, Grantee will promptly provide backup documentation satisfactory to HECC to support Grantee's expenditure of Grant Funds.
- **6.6 Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- **6.7** Suspension of Funding and Project. HECC may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if HECC has or reasonably projects that it will have insufficient funds from the funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds. If HECC subsequently projects that it will have sufficient funds, HECC will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and HECC will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, HECC will either (i) cancel or modify the stop-work order by a supplemental written notice or (ii) terminate this Agreement as permitted by either the termination at HECC's discretion or for cause provisions of this Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to HECC that:

7.1 Grantee is an Oregon nonprofit corporation that operates as a local workforce development board (as defined in ORS 660.300(4)), duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder;

- **7.2** The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee according to its governing laws and organizational documents, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's enabling law, organizational documents or other organizational rules or policies; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;
- **7.3** This Agreement has been duly executed and delivered by Grantee and, when executed by HECC, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms; and
- **7.4** The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.
- **7.5** Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Grantee pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.
- **7.6** Grantee shall immediately report in writing, to HECC, any credible evidence that a principal, employee, agent, or subcontractor of Grantee, or any subgrantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by HECC under this Agreement.
- **7.7** Grantee must include subsections 7.5 through 7.6 of this section in each subcontract or subgrant Grantee may award in connection with the performance of this Agreement. In doing so, Grantee may not modify the terms of those subsections, except to identify the subcontractor or subrecipient who will be subject to those provisions.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of

Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between HECC or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

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

SECTION 10: INDEMNIFICATION

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

SECTION 11: BACKGROUND CHECK/CRIMINAL HISTORY VERIFICATION

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

- **11.1** To the extent permitted by law, Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with Vulnerable Populations and funded with resources from this Grant, as follows:
 - **11.1.1** By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police office and furnish a copy thereof to Grantee; or
 - **11.1.2** As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
 - **11.1.3** By use of another method of criminal history verification that is at least as comprehensive as those described in sections 11.1.1 and 11.1.2 above. A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with Vulnerable Populations.

- **11.2** To the extent permitted by law, in addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by Grantee's written policies and procedures, current and appropriate information includes the results of public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including:
 - **11.2.1** The Dru Sjodin National Sex Offender Public Website (<u>www.nsopw.gov</u>);
 - **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 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 Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated bankrupt or insolvent, (e) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (h) takes any action for the purpose of effecting any of the foregoing;
- **12.4** A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect); 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) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from HECC. These remedies are cumulative to the extent the remedies are not inconsistent, and HECC may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- **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: CONTRIBUTION; SUBGRANTEE/SUBCONTRACTOR INSURANCE

- **17.1** The parties agree to the contribution language in in Exhibit B.
- **17.2** If 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 immediately cease all activities under this Agreement, unless HECC expressly directs otherwise in such notice. Upon termination, Grantee will deliver to HECC all documents, information, works-in-progress, work product and other property that are or would be deliverables under the

Agreement. And upon HECC's reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement.

SECTION 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 6.5, 6.6, 8, 9, 10, 14, 15, 16, 23 and 34 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: <u>https://www.oregon.gov/boli/employers/Pages/minor-workers.aspx</u>

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 (Contribution Language)
- Exhibit C (Sample Required Insurance for Subcontractors and/or Subgrantees)
- Exhibit D (Sample OYEP Allocation Disbursement Request Form)
- Exhibit E (Sample OYEP Allocation Quarterly Report)
- Exhibit F (Sample OYEP Success Stories and Photo Release Form)
- Exhibit G (Sample OYEP Year End and Final Report Template)

SECTION 38: 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.

SIGNATURE PAGE FOLLOWS

GRANTEE

By:	
Name, title	Date
HIGHER EDUCATION COORDINATING COMMISSION	
By:	
Myronda Schiding, Workforce Programs Manager	Date
HECC – Review for procurement sufficiency	
Reviewed by:	
Derek Dizney, Procurement Manager	Date
DOJ – Review for legal sufficiency	
<u>By:</u>	

EXHIBIT A THE PROJECT

Part 1 - Background and Goals

HECC has a commitment to support work experience and training activities for underserved and underrepresented Oregon youth through the Oregon Youth Employment Program ("OYEP"). The purpose of OYEP is to provide meaningful paid work experiences – such as internships, apprenticeships, summer jobs, etc. – and workforce preparation to youth and young adults between the ages of 14 and 24.

HECC and Local Workforce Development Boards ("LWDB") work in collaboration to provide innovative and creative strategies that enhance a youth's ability to move into self-sustaining employment, resulting in an upwardly mobile career path with higher earnings potential.

Part 2 - Project Activities

GRANTEE'S PROJECT HERE:

Grantee will provide workforce preparation activities for youths, including underserved youths, to learn essential workplace skills and practice them on-the-job paid work experiences, pre-apprenticeships, or other work-based training options, in targeted occupations including earning job-readiness credentials such as New World of Work badges, Oregon Employability Skills, or other certificate(s). Grantee will provide support to participants for earning high school graduation credit, credit recovery, GED[®] /High School completion, and basic academic skills enhancement through prerequisite courses and online learning opportunities to meet entry requirements for target industry sector employment and training.

Grant funds may be used for supportive services for participants that have barriers i.e., lack of transportation, need for supplies and equipment, childcare, etc. that require funding so participants can successfully complete the program.

Project Requirements

Grantee must:

- 1. Provide at least five (5) weeks of training and work experience to each program participant.
- 2. Pay all participants (a) at least Oregon minimum wage by region according to the current rules established by the Bureau of Labor & Industries; or (b) If a grantee is prohibited by state or federal law from the payment of wages, such as an AmeriCorps program, an allowance or stipend, or a combination of an allowance or stipend and

postsecondary education and training monetary award, such that the total monetary value of the allowance or stipend and the total monetary value of any other postsecondary education monetary award or institutional credit hour award received by the participant or on behalf of the participant, when totaled and divided by the total hours served in the program, is equal to or exceeds the monetary value of minimum wage. In addition to 2a above, bonuses for youth program participants are allowable.

A minimum wage rate chart can be found at: <u>https://www.oregon.gov/boli/workers/Pages/minimum-wage.aspx</u>

- 3. Create an Individual Development Plan (IDP) for each program participant that includes the following:
 - Work Readiness Skills
 - Education Goals
 - Career Goals
- 4. Provide academic support for earning high school graduation credit, completion of approved high school equivalency programs such as the General Educational Development (GED[®]) certificate program or earning college credit for work experience or internships provided through the program.
- 5. Provide work-based learning and work experience to program participants.
- 6. Offer English language learner and accessibility services that are compliant with the Americans with Disabilities Act of 1990 (<u>42 U.S.C. 12101 et seq.</u>).

Part 3 - Project Schedule and Budget

The Parties agree that Grantee's Project budget is estimated. With prior written consent from HECC, minor modifications 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.

DESCRIPTION	AMOUNT

TOTAL \$

Part 4 - Project Evaluation/ Reporting Requirements

Grantee will be required to complete and submit quarterly progress reports, a year-end report and a final report to the HECC Grant Administrator. Quarterly reports shall be submitted in the form of Exhibit E. Grantee shall submit a final report that includes accounting expenditures and required data described in Exhibit G to HECC no later than 30 days after the allowable cost period ends identified in Section 6.2.

Quarterly Reporting Due Dates:

- April 30, 2026
- July 31, 2026
- October 31, 2026 (include success stories and year-end report)
- January 30, 2027
- April 30, 2027
- July 31, 2027 (Final project report & updates to success stories)

Pictures, Success Stories & Data. Grantee must provide to HECC, in a format comparable to Exhibit F, two participant success stories and one employer success story annually (October 2025, and July 2027). Grantee must provide to HECC, in a format comparable to Exhibit F, updates/additions to the success stories (if any) by July 31, 2027. Grantee must ensure that each employer and participant, if included in success stories, sign an OYEP Photo and Story Release Form (Exhibit F) or Grantee may use similar media and photo release form approved by HECC. Success Stories will be owned by HECC. HECC shall grant the Grantee the unlimited right to publish and use the Success Stories. Pictures, stories and aggregate data may be used on HECC's website, in its annual report, in marketing displays, social media, or in other media, either now known or hereafter devised.

EXHIBIT B

CONTRIBUTION LANGUAGE

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

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

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

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

Page 22 of 31

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 C 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. 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 \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE:

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 the Agency 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:

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).

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 OYEP ALLOCATION DISBURSEMENT REQUEST FORM

(FULL EXCEL DOCUMENT ATTACHED AS OYEP ALLOCATION DISBURSEMENT REQUEST FORM)

5						
	Oregon Youth Employment	Program (OYEP) Disbursment R	equest 2023-2025	;	
LWDB*:			HECC Grant #:	[
Date Requested		HECCO	irant Administrator:			
bute nequested					J	
	OYEP	Breakdown of Disbursement	Amount Disbursed to Date	Amount Requested		
	Initial Disbursement (50% of total)	\$ -				
	Additional 25%	\$ -				
	Final 25%	\$ -				
	OYEP Total Award		\$-	\$-]	
					•	
	Signed:		Date:		1	
	Prepared By:]		-	
/orkforce Development Board			_			

EXHIBIT E

SAMPLE OYEP ALLOCATION QUARTERLY REPORT

(FULL EXCEL DOCUMENT ATTACHED AS OYEP ALLOCATION QUARTERLY REPORT)

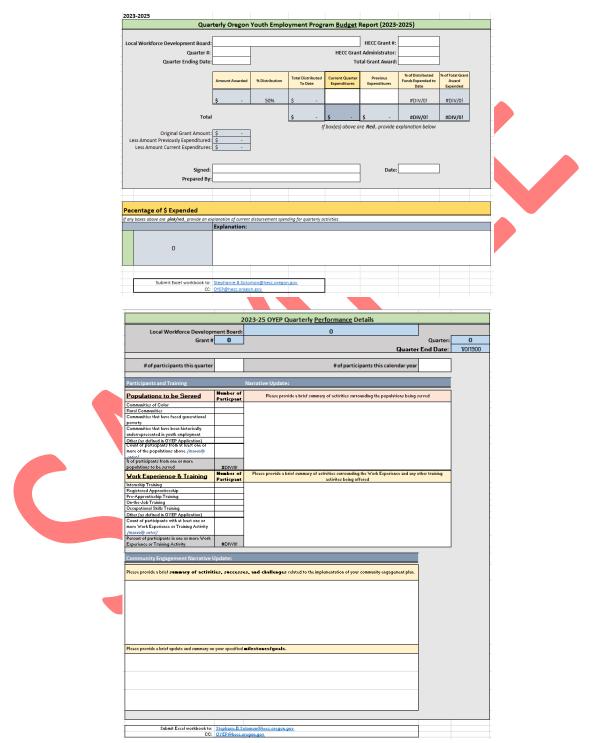


EXHIBIT F

SAMPLE OYEP SUCCESS STORIES AND PHOTO RELEASE **FORM**

(FULL WORD DOCUMENT ATTACHED AS OYEP SUCCESS STORIES AND PHOTO RELEASE FORM)

Attachment I: Success Stories EMPLOYER: Click or tap here to enter text Employer/Busine Owner/Present: Click or tap here to enter text. Click or tap here to enter text. Email: Click or tap here to enter text. Click or tap here to enter text. Phone: Click or tap here to enter text. OR Headquarters/Location of Story: (City) Click or tap here to enter text. Website: Click or tap here to enter text. Company and Situation: Brief Description of Company Brief Description of Company (# of Employees, Products/Services, Years in ness, Etc.) Situation (challenge or opportunity employer was trying to address) Program Feedback: Program Peedback: How did employer learn about this program/opportunity? What tid this program do for employer? What training was provided, to whom? What is some positive feedback employer could provide CVEP? What feedback can employer provide for this program to improve in the future? Will employer use this program in the future? Program Impact: What were the results/benefits of using this program? Can employer provide data to show impact? (if so, please provide here or on

Attachment I: Success Stories

YOUTH:		
Youth/Employee	Click or tap here to enter	text.
Employer	Click or tap here to enter	text.
Past Work/Li	fe Experience:	
What have been f	the barriers to	
employment?		
Youth Partici	pants:	
How did you learn	n about this program?	
What did this pro	gram do for you?	
What training wa	s provided?	
	itive feedback you	
could provide?		
What feedback ca		
improve in the fu		
	mend this program to	
those seeking wo	rk/work experience?	
Program Impa		
	sults/benefits of using	
this program?		
	help remove any of the	
barriers listed in 1		
Yes/No and Why/		
	work experience you	
obtained, the ber	efits the training had,	

Grant recipients to ensure that employers and participants. if included in success stories, sign a media and photo release form (see lact page). Grantee may use locally approved success stories survey or form, as well as 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.

23-25 Oregon Youth Employment Program (OYEP)

Grant recipients to ensure that employers and participants, if included in success stories, sign a media and photo release form (see last page). Grantee may use locally approved success stories survey or form, as well as media an 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. and

23-25 Or

regon Youth	Employment	Program	(OYEP)	
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Attachment I: Success Stories

ribe how you feel about the job/skills employee obtained What are your future plans?

etc. Des

PHOTO, STORY, AND SURVEY RELEASE FORM

I hereby grant the State of Oregon, acting by and through its Higher Education Coordinating Commission ("HECC") and its partners (including but not limited to the U.S. Dept. of Labor, Oregon Employment Department, Business Oregon, Oregon Workforce and Talent Development Board, Local Workforce Development Boards, Governor's Office, Oregon Community Colleges and Workforce Development, Oregon Department of Human Services, and Oregon Department of Education jermission to use my likeness in a photograph accompanied by a story and/or quote about me in any and all of its publications, including website entries, without payment or any other consideration. I further grant HECC and its partners permission to issue optional participation survey(s) to me.

I understand and agree that these materials will become the property of the HECC and its partners and will not be returned

I hereby irrevocably authorize the HECC and its partners to edit, alter, copy, exhibit, publish or distribute this photo, story and/or quote for purposes of publiciting the above agencies' programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or story.

I hereby hold harmless and release and forever discharge the above agencies from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this subtrization.

I am 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

	Click or tap here to enter text.	Click or tap to enter a date.
Signature	Printed Name	Date
If the person signing is under age 18,	there must be consent by a parent or	guardian, as follows:
I hereby certify that I am the parent of	or guardian of: Click or tap here to er	nter text.
Named above, and do hereby give m	y consent without reservation to the fo	regoing on behalf of the person.
	Click or tap here to enter text.	Click or tap to enter a date.
Signature Parent or Guardian	Printed Name	Date
LWDB only		
EwDB only		
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
Submitted By	LWDB	Date

23-25 Oregon Youth Employment Program (OYEP)

EXHIBIT G

SAMPLE OYEP YEAR END AND FINAL REPORT TEMPLATE

(FULL EXCEL DOCUMENT ATTACHED AS OYEP YEAR END AND FINAL REPORT TEMPLATE)

-								oyment Program - Ye	any & Final Report
						2023-21			
						ccess Im	GRANT PARTICIP	ANTS - Demographics, Barrie and inclusive opportunity and acc	ers & Completion cess to meaningful experience
						1	Total Grant Participant	s	
							Race/Ethnicity	Number of Participant	ts
							American Indian or Alaska N	ative	_
	Oregon Youth Em	nloymont Progr	am Voarly & I	Einal Roport			Asian American Black or African American		-
		pioyment Progra	ani - reany ou	гіпаї керогі			Hispanic or Latino/a/x		
023	3					2	Mixed Race		
		GRANT STAFF - Den	nographics				Native Hawaiian or Pacific Is	lander	_
CC	ess Imperative: Provide equite			aninaful experiences for va	outh		White Not Listed		_
100	oss importative. House equite	able and melasive opporta	inty and access to met	annigjar experiences for ye			Prefer not to disclose		
Т	fotal Grant Staff						Total Participants	1	0
							Participant Barriers	Number of Participant	ts
R	Race/Ethnicity	Number of Grant Sta	aff				Academic Gap Criminal Justice System		_
	American Indian or Alaska Native		7		l l		Disability]
	Asian American					3	English Language Barrier	11.	_
	Black or African American		_			3	Experiencing Economic Har	dship	
	Hispanic or Latino/a/x		_				Foster Care System Homeless/Houseless/Unshe	Itered	-
	Aixed Race						LGBTQIA2S+		
		-					Parenting or Pregnant		
	Native Hawaiian or Pacific Islander				- - -		Skills Gap		
	Vhite	_			-				
	Not Listed						Gender	Number of Participant	ts
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	Fotal		0			4	Male Non-Binary		-
							Non-Binary Prefer not to disclose		
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	Gender emale	Number of Grant Sta	itt				Grant Completion Statu	s Total Participants	
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	4.1								
	Male						Completed		0
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	Oregon Youth Employment Program	- Yearly & Final Report	7
202.3-			
	Work Stells. Imperative: Develop youth through skill training,		
1	Work-Based Learning Areas Academic/Educational (SE D*/High School/Post-Secondary) Work Readine is instruction/Work Experience/Project Hours Enrichment/Supplemental Experiences Texts I Hours	Number of Hours	
2	Work Readiness Instruction/Delivery Technical Skill Development/Practice Exertial Employability Skills Development/practice Complementary Life Skills Training Oversill Work Readiness Instruction	Number of Hours	
3	Work-Based Learning Dyperferrato Fint: Work-Based Learning Program Experience Participated in previous Work-Based Learning Program Experiences Total Participants	Total Participants	
4	Work Dependences Offered Internship Training Registered Apprenticeship Pre-Apprenticeship Training On-the-lob Training Docupit ion al Skills Training Other: an tertype of Work Dependence Other: an tertype of Work Dependence Testa I Number of Park Dependence	T drai Participants	
5	Academic Credits HighSchool Credits Post-Secondary Credits Tetal Academic Credits	Earned Credits	
6	Academic Attainment High School Diploma GED ^a /High School Equivalency Texta F Academic Attainments	Esmed Attainment	
7	Vacationa@Professional Certificates: (Insett Below)	Number of Contificates Awarded	
8	Desential EmployabilitySkills Obtained by Participants (<i>He brisw</i>)		

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Sector Name	Method of Delivery	Number of Participants	Industry Sections: (NAICS 2022 Sections)	Methods of Delivery
			Accomodation and Road Services	In-Person Well / Tour
			Administrative and Support and Waste Management and Remed	Virtual Visit / Tour
			Agriculture, Forestry, Fishing and Hunting	Paraphiet / Literature
			Arts, Entert alument, and Reareation	Guest Present et
			Construction Educational Services	
			Finance and insurance	
			Nealthcare and So d al Assistance	
			Information	
			Management of Companies and Enterprises	
			Manufa du ring	
			Mining, Quarrying and Oil and Gas Extraction	
			Other Services (except Public Administration) Professional, Scientific and Technical Services	
			Public Administration	
			Real Est ate and Renital and Leasing	
			Antali	
			Transportation and Warvh ousing	
			Utilities .	
	Total Engagem	nt: (D Who insale Tra de	
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