State of Oregon

Request for Project Proposals for

Online Course Exchange

21-016

Opening Date: June 16, 2021

1st Round of Questions Due: June 29, 2021, 1:00pm

1st Virtual Conference to Discuss Q&A: July 8, 2021, 9am - 11am

2nd Round of Questions Due: July 30, 2021, 1:00 pm

2nd Virtual Conference to Discuss Q&A: August 5, 2021, 9am – 11 am

Proposals accepted until: August 30, 2021, 1:00pm

If you have questions concerning this project please contact:

Tom Riel, Procurement Manager
971-707-1631 | hecc.procurement@hecc.oregon.gov

1. ADDENDUM INFORMATION

The purpose of this addendum is to extend the timeframe for this Request for Project Proposals (RFPP) process, increase the distribution of this opportunity, and to clarify the goal of the project.

2. INTRODUCTION

The State of Oregon, acting by and through the Higher Education Coordinating Commission, ("HECC"), is seeking an Oregon public higher education institution ("Institution") or a consortium of Institutions to create an online course exchange ("Exchange") that will allow students of Institutions to access online classes provided by other Institutions (the "Project"). It is foreseen the Exchange will be owned by the Institution or Institutions creating it and must be accessible to all Institutions and their students. Through the CARES Act's GEER Funding, $1.5 million has been made available for this Project. All money spent must follow the guidelines of the GEER Funds and CARES Act. The funds must be expended by September 30, 2022. It is required the Platform shall go live prior to that date.

Fiscal Requirements: Recipients shall follow the Cash Management Improvement Act ("CMIA") found in 31 CFR Part 205, the Uniform Guidance found in 2 CFR Part 200, program and applicable EDGAR regulations (including fiscal requirements), and all applicable requirements of the CARES Act, as well as any federal guidance on GEER funding.

(https://www.congress.gov/bill/116th-congress/house-bill/748/text/enr?q=%7B%22search%22%3A%5B%22CARES+Act%22%5D%7D&r=4)

(https://www.congress.gov/bill/116th-congress/house-bill/748/text/enr?q=%7B%22search%22%3A%5B%22CARES+Act%22%5D%7D&r=4#H581CD2C2995343D3BCFC1AC86482B021)

GEER funds may be used to cover administrative costs consistent with cost principles in 2 C.F.R. part 200, Subpart E.

3. BACKGROUND

This one-time funding award was made available through the Governor's Emergency Education Relief. An Online Course Exchange Steering Committee (OCESC) has been created to guide this Project. HECC's role is to oversee the funding; this Request for Project Proposal ("RFPP") process; and provide planning and meeting support. The OCESC created five subcommittees: Governance, Instruction, Operations and Cost, Student Support, and Technology. HECC staff met with each subcommittee to discuss and get feedback on the Project. HECC then summarized the results of those meetings and shared them with the OCESC. Based on agreement about the key elements of the Exchange the OCESC agreed that this RFPP should move forward.

The goal for these funds is a fully functional course exchange system. If a Proposer does not feel that is possible given the time and dollar constraints, Proposers are encouraged to provide their feedback through the question and answer process, during the teleconference, or in a Proposal that details the scope of the proposed partial project and the costs entailed.

HECC retains the right to reject any or all Project Proposals in-whole or in-part, or may cancel this RFPP at any time when the rejection or cancellation is in the best interest of the State as determined by HECC.

Some high-level reasons for the Exchange are to:

3.1. Allow students to take classes that are unavailable at their home Institution in a given term.

3.2. Fill classes to capacity.

3.3. Allow college students to "test the waters" in university classes.

4. TIMELINE AND SCHEDULE

The revised RFPP process shall be as follows:

- HECC will post and distribute the RFPP July 20, 2021.
- Institutions shall have approximately two weeks to submit written questions, concerns or other feedback or to acknowledge interest in participating in a videoconference about this RFPP. **(An email to hecc.procurement@hecc.oregon.gov with "21-016 Online Course Exchange" in the subject line will suffice to show interest in the videoconference)**
- HECC shall address these questions, concerns and feedback in written form and will follow up with a Q&A virtual conference with all interested parties.
- Following that discussion, HECC may, if warranted, addend the RFPP, based on the results of the virtual conference.
- Proposals shall be due approximately four weeks after videoconference or the publishing of an addendum.

Below is an estimated schedule of events:

Posting of RFPP	June 15, 2021
Questions Due	1:00 pm, June 29, 2021
Answers Published	~ July 6, 2021
Q&A Virtual Conference	(9 am - 11 am) July 8, 2021
Addendum to RFPP, if any	~July 15, 2021
Questions Due	1:00 pm, July 30, 2021
Answers Published	~ August 3, 2021
Q&A Virtual Conference	(9 am - 11 am) August 5, 2021
Proposals Due	1:00 pm, August 30, 2021
Grant Awarded	~September 19, 2021
Project Completed	September 31, 2022

5. Proposed Scope of Activities

HECC anticipates the awarded Institution(s) ("Grantee") shall collaborate with all Institutions through the OCESC and subcommittees mentioned above as well as other sections of Institutions, as necessary, throughout the Project. Through this collaboration, the Grantee shall design and build an Exchange that addresses the following features:

5.1. Required Features

5.1.1 **Accessibility**: Exchange must be easily accessible and meet the web accessibility guidelines outlined in WCAG 2.1 Level AA (https://www.w3.org/TR/WCAG21/) while using various devices such as computer, tablet or phone.

5.1.2 **Security**: Exchange must meet applicable Federal and State of Oregon IT security laws and standards.

5.1.3 **Sustainability**: This is a one-time source of funds and the Exchange must be financially and operationally sustainable.

5.1.4 **Importation of Course Catalogs**: The Exchange must be designed to avail participating Institutions course and seat availability data in an automated fashion.

5.1.5 **Institutional Agreements**: Along with developing the Exchange, the selected Institution(s) must develop a Participation Agreement to be signed by all participating Institutions that addresses the necessary obligations and commitments for participation**.**

5.2. Preferred Features

5.2.1 **Financial Aid**: The Exchange must be governed to allow students taking courses on the Exchange to use Financial Aid at their home Institution.

5.2.2 **Registration**: The Exchange must be designed so that a student's home institution will serve as their primary registration for courses on the Exchange and students must receive approval from their home institution prior to registering for any online course exchange offerings.

5.3 **Variable Features.** These features may be addressed in a variety of ways and HECC welcomes innovative approaches or ideas. In the Proposal, please explain Proposer's plan to address the feature. Proposer may have a solution or may explain how they will arrive at a solution.

5.3.1 **Transferability**: Explain how course transferability will be handled. It was discussed that courses offered on the Exchange should be transferable to all participating Institutions and students should be able to easily discern how a course offered on the Exchange is transferable to their home Institution.

5.3.2 **Transcripts**: Explain how transcripts will work. It was discussed that completed Exchange courses should appear on a student's home Institution's transcript or on a unified Exchange transcript. That is, a student completing several courses from the Exchange from several different Institutions, should not have several different transcripts.

5.3.3 **Course Offering** (What courses can be put on the Exchange): The Exchange should be structured so that all participating Institutions have a way of controlling which of their courses are offered on the Exchange. Explain how this will be accomplished.

5.3.4 **Requirements of Exchange Courses**: Courses on the Exchange will have been vetted for quality assurance and instructional design process by the Institution offering the course. Explain how this will be accomplished.

5.3.5 **Complaint Process**: Explain how the complaint process will work. It was discussed that complaints from students taking courses on the Exchange should follow the policies of the Institution where the course is taught and information about how to pursue complaints should be easily accessible to students.

5.3.6 **Payment Structure**: Explain how the Proposed payment structure would work or how Proposer shall decide on a payment structure. It was discussed that there could be a three-component payment system where the; Institution offering the course, the Institution where the student resides, and the Institution that hosts the Exchange, each get a portion of the course fee. In this section, also explain how courses on the Exchange will be priced.

5.3.7 **Timing of Course Offerings**: Explain how the timing of the availability of courses on the Exchange will work. It was discussed the Exchange may have a priority mechanism for home students to have the first opportunity to register with a delayed mechanism to release 'empty' seats. Having a waiting list was also discussed.

5.3.8 **Marketing Requirement**: Explain the marketing that will be done to advertise the Exchange. It was discussed that along with developing the Exchange, the selected Institution(s) shall develop a set of communication/marketing tools in multiple languages including information about registering for courses, using different Learning Management Systems (LMS), and making sure the courses will count towards degree or program requirements.

6. Questions, Concerns and Other Feedback

Questions, concerns, and other feedback should be submitted no later than July 30, 2021, 1:00 PM to hecc.procurement@hecc.oregon.gov with "21-016" in the subject line.

7. Proposal Submission

Proposals should be submitted no later than August 30, 2021, 1:00 PM to hecc.procurement@hecc.oregon.gov with "21-016" in the subject line.

8. Proposal Content Requirements

Proposal must address each of the items listed in this section. Total response should be a maximum of 30 pages.

8.1 **Proposer's Implementation Plan**

The Proposer shall describe how they intend to do the work. The description should include:

- Proposer's knowledge and understanding of the Project,
- How the Proposer will seek collaboration with other Institutions,
- Proposer's approach to staffing and scheduling needs for the Project,
- Project timeline.

8.2 **Proposer's Plan to Address all the Features**

For each feature in Section 4, describe how Proposer will address that feature.

8.3 **Use of Grant Funds**

Describe how Proposer plans to expend the funds (budget and narrative).

9. Evaluation

Proposals should address the following questions:

9.1 Proposer's Implementation Plan

9.1.1 How well does the Proposal convey Proposer's knowledge and understanding of the Project?

9.1.2 How well does the Proposal convey how the Proposer will seek collaboration and will this approach be successful?

9.1.3 Is the Proposer's staffing approach and scheduling well defined and will it work?

9.1.4 How did Proposer arrive at its proposed timeline?

9.2 Proposer's plan to address each feature.

9.2.1 Was each feature addressed? That is, how well did the Proposal explain the approach the Proposer would take in addressing each feature.

9.2.2 How will the proposed approaches lead to a successful Exchange?

9.3 Use of Grant Funds

9.3.1 Is the budget and budget narrative explained well?

9.3.2 Does the budget meet the Project's goals?

10.Selection Process

HECC will consider each Proposer's responses to the questions above and determine how well each Proposer meets HECC's articulated needs in light of the following goals for this Project:

- GOAL 1: Create the Exchange to allow students to register for and take classes online in a seamless, affordable, and accessible manner.

- GOAL 2: Help institutions fill classes to enrollment capacity through the use of the Exchange.
- GOAL 3: Design the Exchange and its' governance so it is fiscally and operationally self-sustaining with no further fiscal support from HECC and with little, if any, additional financial burden on the students.

HECC may enter negotiations for an award to one or more Proposer(s) as HECC determines will best meet the goals for this Project as described in this Section 9.

If HECC does not select a Proposer during the first round, HECC may seek further information from Proposers. This may include written questions and responses as well as interviews. Following the second round, HECC intends to award the grant to the Proposer(s) that has best represented to HECC their ability to successfully develop an Exchange based on its Proposal.

11. Terms and Conditions of Grant

By submitting a Project Proposal, Proposer agrees to the terms of this RFPP, including the terms and conditions in the sample Grant (Attachment A).

Attachment A – Sample Grant

Informational Cover Page - Grants

[This page is not part of the Agreement]

Agreement No. XX-XXXXX-XXX

AGREEMENT INFORMATION	
Project title:	Online Course Exchange Online Course Exchange
Allowable cost period:	July 1, 2020 – September 30, 2022
Effective period:	Date of Last Signature – October 31, 2021
Amount:	$1,500,000
Funding source:	GEER Funding
GRANTEE INFORMATION	
Grantee:	
Address:	
Administrator:	
Phone:	
Email:	
Fiscal contact:	
Phone:	
Email:	
HECC INFORMATION	
Administrator:	
Phone:	
Email:	
Procurement contact:	
Phone:	
Email:	

Federal Award Identification

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

1.	Subrecipient* Name (which must match the name associated with below):	
2.	Subrecipient's Unique Entity Identifier (i.e., DUNS number):	
3.	Federal Award Identification Number (FAIN):	**S425C200048**
4.	Federal Award Date:	**6/02/2020**
5.	Sub-award Period of Performance Start and End Date:	**6/2/2020 – 9/30/2022**
6.	Total Amount of Federal Funds Obligated by this Agreement:	
7.	Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**:	
8.	Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
9.	Federal Award Project Description:	84.425C Governors Emergency Education Relief Fund
10.	Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:	
(a)	Federal Awarding Agency:	**US Department of Education**
(b)	Name of pass-through entity*:	HECC
(c)	Contact Information for awarding official of the pass –through entity:	Donna Lewelling
(xi)	CFDA Number and Name:	**84.425C**
	Amount:	
(xii)	Is Award Research and Development?	☐ Yes ☒ No
(xiii)	Indirect Cost Rate:	**Indirect rate: up to 10%**

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

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

STATE OF OREGON
GRANT AGREEMENT

Agreement No. XX-XXX

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

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 350.075.ORS 350.075.

SECTION 2: PURPOSE

The purpose of this Agreement is to support the development of an online course exchange ("Exchange").

SECTION 3: TERM OF AGREEMENT

This Agreement is effective when all Parties have executed this Agreement and all necessary approvals have been obtained. This Agreement terminates on October 31, 2022 unless terminated earlier in accordance with Section 16.

SECTION 4: GRANT ADMINISTRATORS

HECC's Grant Administrator is:

Tamyra Perkins
3225 25th Street SE
Salem, OR 97302
Phone: 503-947-2427
Email: tamyra.d.perkins@hecc.oregon.gov

Grantee's Grant Administrator is:

_____
_____
_____
_____

_____

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 $1,500,000 ("Grant Funds") for the purposes described in this Agreement.

6.1 Disbursement Generally. HECC shall disburse the Grant Funds on a reimbursement basis upon receipt and acceptance of Grantee's disbursement requests which may be submitted no more frequently than monthly.

To be processed for payment, disbursement requests must include the following information:

- Disbursement request date;
- HECC's Agreement number, XX-XXX
- HECC's Grant Administrator;
- Amount being requested;
- A description of the Project activities completed during the disbursement request period.

Grantee shall e-mail disbursement requests to: HECC.finance@HECC.Oregon.gov and a copy to the Grant Administrator.

6.2 Allowable Cost Period. The Allowable Cost Period is the period between July 1, 2021 and September 30, 2022.

6.3 Allowable Costs. The Grant Funds shall only be used to pay for costs incurred by Grantee during the Allowable Cost Period and used for the Project as set forth in Section 5. Any changes to the use of the funds must be approved by HECC in writing. Indirect costs may be billed at a rate not to exceed 10%.

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 11 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 HECC has received and accepted all reports 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 **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that 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.

6.7 **Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

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

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to HECC that:

7.1 Grantee is an Oregon _____ duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder;

7.2 The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee according to its governing laws and organizational documents, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's enabling law, organizational documents or other organizational rules or policies; and (c) do not and will not

result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;

7.3 This Agreement has been duly executed and delivered by Grantee and, when executed by HECC, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms; and

7.4 The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

7.5 Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Grantee pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

7.6 Grantee shall immediately report in writing, to the HECC, any credible evidence that a principal, employee, agent, or subcontractor of Grantee, or any subgrantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by HECC under this Agreement.

7.7 Grantee must include subsections 7.5 through 7.6 of this section in each subcontract or subgrant Grantee may award in connection with the performance of this Agreement. In doing so, Grantee may not modify the terms of those subsections, except to identify the subcontractor or subrecipient who will be subject to those provisions.

7.8 Grantee must comply with the assurances in Exhibit B.

7.9 Grantee agrees to provide information necessary for HECC to manage and report on these GEER funds.

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.

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.

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

SECTION 10: INDEMNIFICATION

10.1 Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and HECC and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from,

arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement or in connection with the Project.

10.2 Grantee will have control of the defense and settlement of any claim that is subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the claim in the name of the State of Oregon or any of its agencies, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any claim on behalf of the State of Oregon or any of its agencies without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SECTION 11: GRANTEE DEFAULT

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

11.1 Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

11.2 Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by HECC to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;

11.3 Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (h) takes any action for the purpose of effecting any of the foregoing; or

11.4 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).

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

SECTION 12: 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 13: REMEDIES

13.1 In the event Grantee is in default under Section 11, 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 16, (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 14 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.

13.2 In the event HECC is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3, or in the event HECC terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, 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. 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 13.2, Grantee shall promptly pay any excess to HECC.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Grantee under this Agreement, or any other agreement between HECC and Grantee, exceed the amount to which Grantee is entitled, HECC may, after notifying Grantee in writing, withhold from payments due Grantee under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: 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 16: TERMINATION

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

16.2 HECC may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Grantee;

16.2.2 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;

16.2.3 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;

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

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Grantee may terminate this Agreement as follows:

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

16.3.2 As otherwise expressly provided in this Agreement.

16.4 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 17: 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 18: 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 19: 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 20: 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 20. Any notice so addressed and mailed becomes effective five (5) 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 21: 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, 6.7, 7.8, 7.9. 7.10, 8, 9, 10, 13, 14, 15, 21 and 32 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 22: 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 23: 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 24: 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:

24.1 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.

24.2 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.

SECTION 25: 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 26: 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 27: 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 28: 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 29: SUBCONTRACTS

Grantee shall not, without HECC's prior written consent, enter into any subcontracts for any of the Project activities required of Grantee under this Agreement. HECC's consent to any subcontract will not relieve Grantee of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

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

SECTION 31: 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 32: 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 (6) 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 33: PUBLIC RECORDS

All information and records submitted to HECC are subject to disclosure under the Public Records Law, ORS 192.311 to 192.478. 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 34: 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 35: ADDITIONAL REQUIREMENTS

Grantee shall follow: the Cash Management Improvement Act ("CMIA") found in 31 CFR Part 205, the Uniform Guidance found in 2 CFR Part 200, program and applicable EDGAR regulations (including fiscal requirements), and all applicable requirements of the CARES Act, as well as any federal guidance on GEER funding.

All expenditures in administering the program must be in accordance with criteria and guidance established by CARES Act, the Governor's Emergency Education Relief ("GEER") Fund and the applicable Terms and Conditions in the federal Notice of Award:

(https://www.congress.gov/bill/116th-congress/house-bill/748/text/enr?q=%7B%22search%22%3A%5B%22CARES+Act%22%5D%7D&r=4)

(https://www.congress.gov/bill/116th-congress/house-bill/748/text/enr?q=%7B%22search%22%3A%5B%22CARES+Act%22%5D%7D&r=4#H581CD2C2995343D3BCFC1AC86482B021)

https://www.oregon.gov/highered/about/Documents/Grants-contracts/NOFA/CFDA%2084.425C-%20GEER1%20FAIN%20S425C200048%20Posted%20June%203%2c%202021.pdf

GEER funds may be used to cover administrative costs consistent with cost principles in 2 C.F.R. part 200, Subpart E.

SECTION 36: AGREEMENT DOCUMENTS

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

- The CARES Act: (https://www.congress.gov/bill/116th-congress/house-bill/748/text/enr?q=%7B%22search%22%3A%5B%22CARES+Act%22%5D%7D&r=4)
- GEER Fund: (https://www.congress.gov/bill/116th-congress/house-bill/748/text/enr?q=%7B%22search%22%3A%5B%22CARES+Act%22%5D%7D&r=4#H581CD2C 2995343D3BCFC1AC86482B021)

  Federal Notice of Award: https://www.oregon.gov/highered/about/Documents/Grants-contracts/NOFA/CFDA%2084.425C-%20GEER1%20FAIN%20S425C200048%20Posted%20June%203%2c%202021.pdf

- Federal Terms and Conditions: Exhibit B
- this Agreement less all exhibits
- attached Exhibit A (the "Project").

SECTION 37: 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.

_____

By: _____ _____

_____ Date

HIGHER EDUCATION COORDINATING COMMISSION

By: _____ _____

Donna Lewellin, Interim Director CCWD Date

HECC – Review for procurement sufficiency

Reviewed by: _____ _____

Tom Riel, Procurement Manager Date

DOJ – Review for legal sufficiency

By: _____

EXHIBIT A

Part 1 – Background and Goals - TBD

Part 2 – Project Activities - TBD

Part 3 – Project Schedule and Budget- TBD

Part 4 – Project Evaluation/ Reporting Requirements- TBD

EXHIBIT B
FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1 If specified below, Agency's payments to Grantee under this Agreement will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Agreement, certifies neither it nor its employees, grantees or contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

1.2 In accordance with the State Controller's Oregon Accounting Manual,policy 30.40.00.102, Agency has determined:

☒ Grantee is a sub-recipient ☐ Grantee is a vendor

1.3 Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement:
84.425C Governor's Emergency Education Relief Fund

2. FEDERAL TERMS AND CONDITIONS

2.1 The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including without limitation, the requirements of 2 CFR, 29 CFR and 34 CFR, and the Federal Assurances and Certifications described below.

2.2 Grantee shall ensure that any further distribution or payment of the federal funds paid under this Grant by means of any subgrant or other agreement between Grantee and another party for the performance of any of the work of this Grant, shall include the requirement that said funds shall be used solely in a manner that complies with the provisions of this Grant.

2.3 Grantee shall include and incorporate the Federal Assurances and Certifications described below in all subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4 Grantee represents, warrants, and guarantees that it:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of

race, color or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) which may apply to the application.

6. Will comply with all applicable federal law, including but not limited to:

a. The requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

b. All applicable provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

c. The Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements;

d. If applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

e. Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

f. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system;

g. Assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.);

h. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

i. The Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance;

j. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

k. The Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F); and

l. All applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

7. Will or will cause to be performed the required financial and compliance audits in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

8. System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov, and used to complete Exhibit D. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subcontracts") to first-tier subrecipients (first-tier "subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

9. Audits.

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Grantee receives federal awards in excess of $750,000 in a fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

c. Grantee shall save, protect and hold harmless the State of Oregon from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and State.