

# STATE OF OREGON GRANT AGREEMENT

Grant No. [XXXXXX]

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education on behalf of the Youth Development Division (“Agency”) and [Grantee Name] (“Grantee”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY

Pursuant to ORS 417.847, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## SECTION 2: PURPOSE

The Safe Communities for Youth Grant intends to address, interrupt, and prevent the escalation of community violence impacting youth primarily of the ages 16-24 at Imminent Risk of physical harm or gun violence. Efforts funded through this Grant provide needed support and services to address risk factors impacting the safety of youth.

## SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2026 (or the date Grantee has met the insurance requirements listed in Exhibit B, whichever is later) (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2027.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

[NAME]

[ADDRESS]

Phone: [###-###-####]

[EMAIL]

### 4.2 Grantee’s Grant Manager is:

[NAME]

[ADDRESS]

Phone: [###-###-####]

[EMAIL]

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

## SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

## SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$[XXXXX] (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its [identify funding source] (“Funding Source”).

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

- 7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 Suspension of Funding and Project.** Agency 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 Agency 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 Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency 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, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1** Grantee is a [insert type of entity: school district, education service district, non-profit entity, university, unit of local government, etc.] duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** 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.

## SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free 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 Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

## SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim 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, 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 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 the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability 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 Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## **SECTION 13: GOVERNING LAW, JURISDICTION**

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must 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 will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may 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 GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 15: DEFAULT**

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2** **Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 16: REMEDIES

- 16.1** **Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2** **Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;

- 17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
  - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
  - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
  - 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 Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
  - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
  - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
  - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
  - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant 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 Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. 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.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant 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 Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant 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 Grant.

- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency 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 must 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 Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the "Project")
  - Exhibit B (Insurance)
  - Exhibit C (Participant Data)
- 19.16 Merger, Waiver.** This Grant 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose

given.

## SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Education

By: \_\_\_\_\_  
[Name, Title] Date

[Grantee Name]

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: \_\_\_\_\_  
[Name, Title] Date

## **EXHIBIT A THE PROJECT**

### **SECTION I. BACKGROUND AND GOALS**

The Youth Development Division functions under the direction and control of the Youth Development Council (“YDC”) and the Youth Development Director. The YDC (ORS 417.847) provides direction to the Youth Development Division (ORS 417.852) and coordinates a unified and aligned system that provides services to Youth ages 6 through 24.

The Safe Communities for Youth Grant supports community-based efforts, with attention to Youth needs, proven practices, Applicant experience, and capacity to serve highly vulnerable Youth in their community at Imminent Risk of being a victim of violent physical harm.

The goals of the Safe Communities for Youth Grant are to:

- Identify Youth in their community at Imminent Risk of being a Victim of violent physical harm or gun violence.
- Interrupt and/or reduce violent retaliatory attacks against Youth at Imminent Risk of violence.
- Reduce the likelihood of Youth being Victims of violent acts causing bodily injury or death.
- Provide intensive, culturally appropriate services addressing Youth safety, Trauma, mental health, and well-being, by service providers with knowledge and expertise in supporting Youth affected by Community Violence.

### **SECTION II. PROJECT DEFINITIONS**

- “Credible Messenger” means a trusted individual with lived expertise or strong community ties who can effectively engage and mentor Youth at high risk of gun violence or physical violence. They use their personal credibility to build relationships, influence behavior, and support positive change.
- “Crisis Relocation” means a strategy used to immediately move an individual or family at highest risk of being a Victim of imminent gun violence out of a dangerous area to a safe temporary location.
- “Community Violence” means acts of interpersonal violence committed in public spaces by individuals who may or may not be related to the Victim. It includes incidents such as shootings, stabbings, assaults, and other violent acts that often result in physical and emotional harm to individuals, families, and communities.
- “Comprehensive Support Services and Transition Services” is the delivery or coordination of a full spectrum of supportive, Trauma-informed, and rehabilitative services designed to assist participants in transitioning from unsafe, harmful cycles of violence, toward a safer, more secure, and healthier life.
- “Field-based Outreach” means a proactive engagement strategy where trained staff connect with individuals in their own environments—such as streets, parks, schools, or neighborhoods—to

build trust, offer support, and link them to services.

- “Gang-Impacted” means a youth who has been exposed to or affected by gang activity, including those experiencing peer or family affiliation, neighborhood-level gang presence, or increased risk of violence connected to gang dynamics.
- “Identification and Engagement Services” means services that use strategies to identify and actively engage Youth at Imminent Risk of involvement in gun violence or violent crime.
- “Imminent Risk” means a Youth that is at high likelihood of becoming a Victim of or perpetrator of gun violence, stabbings, assaults, and/or other violent acts in the near future, based on recent behavior, credible threats, or involvement in violent networks. This may include a history of victimization, active conflicts, firearm access, or identification by law enforcement or trusted community partners. The risk should be supported by observable evidence or informed professional judgment.
- “Participant Data” means data collected and reported on Youth served, which may include, but is not limited to, general demographic information such as date of birth, gender, race/ethnicity, and other RFA-specific data. See Exhibit C.
- “Project Plan” identifies the Project activities, deliverables, funding, budget, budget narrative, staff roles, and other details of the Project work to be completed under the Grant Agreement.
- “Rapid Response” means the capacity to enable immediate, on-the-ground, strategic deployment of trained community members (i.e. Credible Messengers) in the immediate aftermath of a violent incident (i.e. shooting, stabbing, physical harm or death) to prevent retaliation, de-escalate potential conflicts, and provide support to Victims.
- “Street-level Outreach” see “Field-based Outreach”.
- “Trauma” means an event, series of events, or set of circumstances that is experienced by a Youth as physically or emotionally harmful or threatening and that has a lasting, adverse effect on the individual’s functioning and physical, social/emotional, or spiritual well-being.
- “Victim” means a Youth who was physically injured because of Community Violence.
- “Youth” means a person primarily within 16-24 years of age who receives Grant-funded services. Grantee may request an exception from the Agency Grant Manager to allow a person 14-15 years of age on a case-by-case basis.

### **SECTION III. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET**

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

In consultation with Agency staff, Grantee shall develop a Project Plan detailing activities, outcomes, budget, and other information relevant to the Project, within 45 days of execution of this Grant Agreement for Agency’s review and approval. Grantee shall implement Project in accordance with the approved Project Plan and the requirements in this Exhibit A.

Grantee may only modify the Project Plan with Agency Grant Manager’s prior written approval to: (1) reflect changes needed for the necessary delivery of services; (2) achieve Project outcomes; and (3) use Grant funds more effectively.

#### **1. Project Activities**

Grantee shall serve Youth following the Project activity paths detailed in this Section, in accordance with the Project Plan.

### **1.1. Identification and Engagement Services**

Grantee shall identify Youth in the community at Imminent Risk of violence through validated sources and strategies, which must include, but are not limited to:

#### **1.1.1. Street-Level Outreach with Real Time Violence Interruption and Crisis Mediation**

- Conduct Field-based Outreach using Credible Messengers in neighborhoods and communities with high rates of gun violence and/or violent crime.
- Gather community intelligence from local stakeholders including, but not limited to, previous Victims of violence, local families, and community leaders to identify emerging risks or disputes.
- Use risk assessments and/or identification of behavioral indicators such as past or recent victimization, recent arrests, or known conflict involvement.
- Provide Rapid Response supports.
- Provide support to enable immediate, on-the-ground, strategic deployment of trained community members (i.e. Credible Messengers) in the immediate aftermath of a violent incident (i.e. shooting, stabbing, physical harm or death).
- Prevent retaliation, de-escalate potential conflicts, and provide support to Victims.
- Intervene in ongoing disputes with the potential for gun violence.
- Respond immediately to shootings, stabbings, or other critical incidents to prevent retaliation.
- Build sustained relationships with individuals at risk to support long-term behavior change.

### **1.2. Comprehensive Support and Transition Services**

Grantee will provide Trauma-informed health support and care, including offering or connecting clients to mental health services and wellness care that address the chronic exposure to violence and Trauma common among high-risk individuals.

#### **1.2.1. Trauma-Informed Health Support and Care**

Grantee will deliver trauma-informed care which shall include, but are not limited to the following services:

- Administration of Trauma and behavioral health screenings at intake.
- Provide referrals or services with licensed mental health professionals for individual or group therapy.
- Access to culturally relevant and appropriate peer and community healing supports.
- Use evidence-based therapeutic approaches such as Cognitive Behavioral Therapy (CBT) where appropriate.

### **1.2.2. Substance Use and Recovery Services**

Grantee will provide substance use and recovery services which shall include, but are not limited to:

- Screen for substance use and treatment needs.
- Use brief intervention strategies appropriate for the population, such as motivational interviewing, goal setting, peer delivered services, and harm reduction.
- Refer to or provide access to appropriate substance use treatment, including detox, outpatient, or residential programs, with ongoing support for recovery and relapse prevention.

### **1.2.3. Life Coaching and Long-Term Case Management**

Grantee shall provide life coaching and long-term case management services. Grantee shall provide each client with a life coach and/or case manager to serve as a consistent mentor, navigator, and/or advocate for the duration of this Grant. Grantee-provided Life coach and/or case manager shall carry out the following activities:

- Development of individualized success plans with clear goals.
- Weekly or bi-weekly check-ins with participants.
- 24/7 availability for crisis response or high-risk situations.
- Support navigating public systems (e.g. court, health, DHS, DMV).

### **1.2.4. Crisis Relocation**

Grantee will deploy temporary removal of an individual or family from an extreme risk environment, often occurring after a violent incident and/or credible threat and execute temporary removal, as needed. This involves the following:

- Evaluating the urgency and credibility of the violence risk through communication with the individual, outreach workers, credible community stakeholders or law enforcement partners.
- Collaborating with the individual (and their family, as applicable) to create a short-term plan focused on immediate protection and confidentiality, coordination of transportation, safety planning, and support services.
- Arrange emergency shelter or a hotel/motel stay in a secure and undisclosed location outside the high-risk area.
- Protect the location and identity of the relocated individual to prevent further targeting or risk.

## **A. Project Budget**

Grantee shall submit to Agency a Project budget during the Project Plan meeting which includes amounts for each of the allowable cost categories listed below:

- Direct Services

- Personnel
- Operations
- Supplies, Materials, Curriculum and Licenses
- Equipment
- Travel and Transportation
- Direct Support and Assistance to Youth
- Professional Development and Training
- Administrative or Indirect Costs

**Indirect/Administrative Costs.** Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 15% of overall budget, or Grantee's federally negotiated indirect rate, whichever is greater. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

**Budget Adjustments.** Grantee may expend Grant Funds that differ from the amounts shown for each category or line item in the Budget by more than 10% or \$500, whichever is greater, with the prior written approval of Agency's Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant. Indirect/administrative costs must be charged as described in this Exhibit A, if applicable, regardless of any adjustments to the Budget. Any changes to Budget or Project Plan are subject to the agreement and acceptance of Agency Grant Manager. Any adjustments that result in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

## **B. Budget Description**

The budget description explains or justifies how funding will be used to implement or contribute to the Project outlined in the Project Plan. At a minimum, the budget will include the following elements:

- Description of how funds will be utilized;
- Identification of roles and responsibilities for any staff funded by the Grant;
- Explanation of any single expenditure or subcontract more than \$10,000;
- Explanation if budget reflects a request of more than \$4,000 per Youth per year.

Grantee's Project Budget shall be subject to Agency's review and approval. Upon approval by Agency, Grantee's Project Budget shall be incorporated into this Grant by reference.

Grantee may only request and receive reimbursement under this Grant in accordance with the terms of the approved Project Budget, subject to any Budget adjustments authorized in this Section III. Grantee shall not be entitled to any payment under this Grant unless and until Agency approves Grantee's Project Plan and Project Budget.

**Allowable Costs.** "Allowable costs" are activities associated with the Grantee's approved Project Plan. Allowable costs do not include any of the following:

- Automobile or real estate purchase
- Any activity or use prohibited by state law or rule or local ordinance;
- Any activity or use prohibited by federal law or regulation
- Campaigning for office or campaigning on behalf of a person who is running for office or who is currently in office;
- Religious instruction or recruitment; and
- Any activity or use that fall outside of the Project described within this Grant agreement pursuant to which the funds were distributed

## SECTION IV. ACCESSIBILITY

**Worldwide Web Accessibility.** If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the “Content”), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>
- Content to be posted on the web must be checked and made compliant using the tool available at <https://www.webaccessibility.com/>
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: <https://webaim.org/techniques/excel/>

**Testing.** Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the web or application to validate the Content meets the Mandatory Standards, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

## SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Grantee shall meet Agency reporting requirements as specified, including implementation of processes to gather the required data elements.

Grantee shall participate in communication and collaboration, as determined by Agency, including but not limited to:

- Participation in regular conversation with the Agency Staff to share successes, troubleshoot barriers, and to create a feedback loop between the Agency and Grantee;
- Participation in collaborative professional learning conversations or convenings with other programs in support of network-wide learning, troubleshooting, decision-making, continuous system improvement, and to inform policy priorities;
- Participation in program monitoring, which may include site visit, virtual conference, training, or other means;
- Providing input and feedback to Agency on data collection tools, including sharing methodology for collection of data; coordinating the collection of data; maintaining regular communication with Agency, including recurring learning discussions; and provide feedback on functionality of data collection tools for improvement;
- Facilitating participant survey/evaluation of the funded program on an annual basis, under guidance from Agency; and
- Sharing Project participant stories, anecdotes, photos (of individuals with signed media releases), program material and other media for Agency to share in communications (digital, hard copy, etc.).

Grantee will participate in and assist with monitoring visits as determined by the Agency Grant Manager, or Agency's designee. Monitoring visits, scheduled or unannounced, may occur during program operational hours when youth may be present and may include, but are not limited to, interviews with Project youth and staff, and review of Project records.

Grantee shall monitor, track, and verify Participant Data and/or other information such as demographic and programmatic data, as required by this Exhibit A and Exhibit C.

Grantee shall submit the following reports collectively ("Reports") to the Agency's Grant Manager identified in Section 4.1, in the format prescribed by the Agency's Grant Manager:

- Quarterly Narrative Report: description of activities, challenges, successes, progress, and promising practices each quarter.
- Quarterly Expenditure Report: details the Project's quarterly expenses. Grantees will be required to report on funds subcontracted to partners, as well as direct payments to youth (such as incentives and other direct individual support services).
- Quarterly Data Report: quarterly reports detailing Participant Data and/or other information such as demographic and programmatic data, as required by the Grant Agreement and agreed upon in the Project Plan. Quarterly reports will use reporting methodology prescribed by Agency under this Grant.

The Grantee shall submit reports to Agency’s Grant Manager on or before the following dates, or on the dates agreed upon by Grantee and Agency Grant Manager during negotiation and development of the Project Plan. Grantee will address all clarifying questions and make any necessary corrections in the timeframe designated by Grant Manager.

| Quarter | Reporting Period                  | Report Due Date                                                                                  |
|---------|-----------------------------------|--------------------------------------------------------------------------------------------------|
| Q5      | July 1, 2026-September 30, 2026   | By October 31, 2026                                                                              |
| Q6      | October 1, 2026-December 31, 2026 | By January 31, 2027                                                                              |
| Q7      | January 1, 2027-March 31, 2027    | By April 30, 2027                                                                                |
| Q8      | April 1, 2027-June 30, 2027       | Within 30 days of Grant expiration date, or the date designated by Agency for report submission. |

If a report due date falls on a weekend day, or a state or federal holiday, then the reports will be due on the first business day following the weekend day or holiday.

Grantees shall supply any additional related reports, expenditure receipts, and information as Agency may reasonably require.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

## SECTION V. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred quarterly basis (or monthly if agreed upon between Grantee and Agency Grant Manager) upon receipt and Agency’s approval of Grantee’s request(s) for reimbursement.

With each request for reimbursement, Grantee must submit an expenditure report to Agency’s Grant Manager identified in Section 4.

A Grantee may receive a one-time reimbursement prior to submission of first quarterly reports and after Grant execution and Project Plan approval for up to 5% of the total Grant for preliminary reimbursable Project costs.

Grantee may not receive reimbursement for more than 20% of total award in a biennium until reporting any required Participant Data.

Grantees may not receive any further reimbursements after six months of Grant execution until any required Participant Data has been reported. Grantee will be in default per Section 15.1 and may be required to reduce funding level per Section 16.1 Remedies. If Grantee fails to demonstrate progress/serve youth as required under this Grant Agreement, Grantee will be in default per Section 15.1.

## EXHIBIT B INSURANCE

### INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and 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 Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

### AUTOMOBILE LIABILITY INSURANCE

☒ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 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.

### NETWORK SECURITY AND PRIVACY LIABILITY

☒ Required ☐ Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

#### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

☒ Required ☐ Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$1,000,000 per claim.

#### **CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

☒ Required ☐ Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than the not-to-exceed dollar amount of this grant.

#### **PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

☒ Required ☐ Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may 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. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

#### **EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

#### **ADDITIONAL INSURED**

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds,

including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

### **WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

### **CONTINUOUS CLAIMS MADE COVERAGE**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all Services required under the Grant, or
- (ii) Agency or Grantee termination of the Grant, or
- (iii) The expiration of all warranty periods provided under the Grant.

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

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [ode.insurance@ode.state.or.us](mailto:ode.insurance@ode.state.or.us) or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

### **NOTICE OF CHANGE OR CANCELLATION**

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

### **INSURANCE REQUIREMENT REVIEW**

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

### **STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide

complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this exhibit.

## EXHIBIT C

### PARTICIPANT DATA

#### SAFE COMMUNITIES FOR YOUTH DATA REPORTING REQUIREMENTS

| COMPREHENSIVE SUPPORT AND TRANSITION SERVICES |                                   |                                                                                                                                           |                  |
|-----------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Category                                      | Required Data Element Description | Format/Data<br>(Including, but not limited to)                                                                                            | Collection Point |
| Youth Identifiers                             | YOUTH ID                          | A single, unique alphanumeric ID<br>(numbers, letters, or number and letters)                                                             | At Start         |
| Youth Demographics                            | GENDER                            | Y/N Flag (Male, Female, Nonbinary)                                                                                                        | At Start         |
|                                               | RACE AND ETHNICITY                | Y/N Flag (Hispanic/Latino/a/x, American Indian/Alaska Native, Asian, Black/African-American, Native Hawaiian/Pacific Islander, and White) | At Start         |
| Youth Dates                                   | DATE OF BIRTH                     | mm/dd/yyyy                                                                                                                                | At Start         |
|                                               | START DATE                        | Date youth started receiving grant-funded services in the 2025-27 biennium                                                                | At Start         |
|                                               | END DATE                          | Date youth ended receiving grant-funded services in the 2025-27 biennium                                                                  | At End           |
| Youth Status/Characteristics                  | NEEDS ASSESSMENT                  | Y/N                                                                                                                                       | At Start         |
|                                               | EDUCATIONAL STATUS                | Y/N                                                                                                                                       | At Start         |
|                                               | EMPLOYMENT STATUS                 | Y/N                                                                                                                                       | At Start         |
|                                               | HISTORY OF VICTIMIZATION          | Y/N                                                                                                                                       | At Start         |
|                                               | THERAPY/COUNSELING                | Y/N                                                                                                                                       | At Start         |
|                                               | REVICTIMIZED                      | Y/N                                                                                                                                       | At End           |
|                                               | FATALITY                          | Y/N                                                                                                                                       | At End           |

| IDENTIFICATION AND ENGAGEMENT SERVICES     |                 |                 |
|--------------------------------------------|-----------------|-----------------|
| NUMBER OF                                  | GRANT PERIOD    |                 |
| CONTACTS                                   | JULY 2026 . . . | . . . JUNE 2027 |
| RAPID RESPONSE INCIDENTS                   | JULY 2026 . . . | . . . JUNE 2027 |
|                                            | JULY 2026 . . . | . . . JUNE 2027 |
| VICTIMS OF COMMUNITY VIOLENCE              | JULY 2026 . . . | . . . JUNE 2027 |
| FATALITIES                                 | JULY 2026 . . . | . . . JUNE 2027 |
| CLIENTS ACCEPTING CASE MANAGEMENT SERVICES | JULY 2026 . . . | . . . JUNE 2027 |