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**STATE OF OREGON
OREGON YOUTH AUTHORITY
GRANT AGREEMENT**



Grant Agreement # [enter grant number]

This Grant Agreement ("Agreement") is entered into by and between the State of Oregon, acting by and through its **Oregon Youth Authority**, hereinafter referred to as "Agency" and [enter name of recipient], hereinafter referred to as "Recipient."

Recipient's Administrator for this Agreement is:	Agency's Administrator for this Agreement is:
[Name and Title]	[Agreement Administrator Name, Title]
[Address]	[Division]
[City, State ZIP]	[Address]
Phone: [enter phone number]	[City, State ZIP]
[Email]	Phone: [enter phone number]
	[name]@oya.oregon.gov

A party may designate a new Agreement Administrator by written notice to the other party.

1. Effective Date and Duration

This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on []. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Agency or to Recipient under this Agreement.

2. Agreement Documents

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

- 2.1. This Agreement less all exhibits;
- 2.2. Exhibit A;
- 2.3. Exhibit B – Required Insurance; and
- 2.4. Exhibit C – Special Terms and Conditions.

3. Agreement Disbursement Generally. The maximum not-to-exceed amount of grant funds ("Grant Funds") payable to Recipient under this Agreement, which includes any allowable expenses, is \$[enter dollar amount]. Agency will not disburse Grant Funds to Recipient in excess of the not-to-exceed amount and will not disburse Grant Funds until this Agreement has been signed by all parties and approved by the Oregon Department of Justice, if required. Agency will disburse Grant Funds to Recipient as described in Exhibit A.

4. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Recipient and Agency or any other agency or department of the State of Oregon, or both, 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. 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 the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive the expiration or termination of this Agreement.

5. Compliance with Law. The recipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Recipient and this Agreement. This Section shall survive the expiration or termination of this Agreement.

6. Independent Parties; Conflict of Interest

6.1. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise. The parties acknowledge that their relationship is that of independent contracting parties.

6.2. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules, or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, the Recipient certifies that it is not currently employed by the federal government.

7. Grant Funds; Payments. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that Agency's participation in this Agreement is contingent on Agency receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

8. Recovery of Overpayments. Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to Agency. Recipient shall return all Misexpended Funds to Agency promptly (i) upon becoming aware that such funds were expended in violation or contravention of this Agreement or (ii) after Agency's written demand and no later than 15 days after Agency's written demand. Recipient shall return all Unexpended Funds to Agency within 14 days after the earlier of termination or expiration of this Agreement. Agency, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding

from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. If Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall promptly notify Agency in writing that it wishes to engage in dispute resolution in accordance with Section 16 of this Agreement.

9. Ownership of Work Product

- 9.1. **Definitions.** As used in this Section 9, and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1. “Recipient Intellectual Property” means any intellectual property owned by Recipient and developed independently from the Work.
 - 9.1.2. “Third Party Intellectual Property” means any intellectual property owned by parties other than Agency or Recipient.
 - 9.1.3. “Work Product” means everything that is originally made, conceived, discovered, or reduced to practice by Recipient or Recipient’s subrecipients or agents (either alone or with others) pursuant to this Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).
- 9.2. **Original Works.** All Work Product created by Recipient pursuant to the Work, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of Agency. Agency and Recipient agree that such Work Product is “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Recipient hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, Recipient shall execute such further documents and instruments necessary to fully vest such rights in Agency. Recipient forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use or subsequent modifications.
- 9.3. **License in Recipient Intellectual Property.** In the event that a Deliverable delivered by Recipient under this Agreement is or is a derivative work based on Recipient Intellectual Property, or is a compilation that includes Recipient Intellectual Property, Recipient hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Recipient Intellectual Property employed in the Deliverables, and to authorize others to do the same on Agency’s behalf.
- 9.4. **License in Third Party Intellectual Property.** In the event that a Deliverable delivered by Recipient under this Agreement is or is a derivative work based on Third Party Intellectual

Property, or is a compilation that includes Third Party Intellectual Property, Recipient shall secure on the Agency's behalf and in the name of the Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on Agency's behalf.

- 9.5. **No Rights.** Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Recipient any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Agency any right, title, or interest in any Recipient Intellectual Property that is now owned or subsequently owned by Recipient.
- 9.6. **Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks, or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Agreement.
- 9.7. **Competing Services.** Subject to the provisions of this Section 9, and Recipient's obligations with respect to Confidential Information nothing in this Agreement precludes or limits in any way the right of Recipient to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Recipient in its sole discretion deems appropriate, or (ii) develop for Recipient or for others, Deliverables or other materials that are competitive with those produced as a result of the Work provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements, or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

10. Indemnity. RECIPIENT SHALL 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 ATTORNEY FEES (collectively, "Claims"), RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBRECIPIENTS, OR AGENTS UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NEITHER RECIPIENT NOR ANY ATTORNEY ENGAGED BY RECIPIENT MAY DEFEND A CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE FOR THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE OREGON ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR MAY RECIPIENT SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE OREGON ATTORNEY GENERAL. IF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON ASSUMES ITS OWN DEFENSE, RECIPIENT WILL BE LIABLE FOR THE ATTORNEY FEES OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, INCLUDING BUT NOT LIMITED TO ANY FEES CHARGED BY THE OREGON DEPARTMENT OF JUSTICE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

11. Default; Remedies; Termination

11.1. Default by Recipient. Recipient shall be in default under this Agreement if:

- 11.1.1. Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 11.1.2. Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after Agency's notice of such deficiency or such longer period as Agency may specify in such notice; or
- 11.1.3. Recipient commits any material breach or default of any covenant, warranty, or, obligation under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation so as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure, if curable, is not cured within 14 calendar days after Agency's notice, or such longer period as Agency may specify in such notice.

11.2. Agency's Remedies for Recipient's Default. In the event Recipient is in default under Section 11.1, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 11.2.1. Termination of this Agreement under Section 11.5.2;
- 11.2.2. Withholding all or part of Grant Funds not yet disbursed by Agency to Recipient; or
- 11.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- 11.2.4. Exercise of its right of recovery of overpayments under Section 8.

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. If a court determines that Recipient was not in default under Section 11.1, then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 11.5.1.

11.3. Default by Agency. Agency shall be in default under this Agreement if Agency commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.

11.4. Recipient's Remedies for Agency's Default. In the event Agency terminates the Agreement under Section 11.5.1, or in the event Agency is in default under Section 11.3 and whether or not Recipient elects to exercise its right to terminate the Agreement

under Section 11.5.3, Recipient's sole remedy will be a claim for unpaid invoices or for reimbursement of expenditures authorized by this Agreement but not yet invoiced. In no event shall Agency be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

11.5. Termination

- 11.5.1. Agency's Right to Terminate at its Discretion. At its sole discretion, Agency may terminate this Agreement:
 - 11.5.1.1. For its convenience upon 30 days prior written notice by Agency to Recipient;
 - 11.5.1.2. Immediately upon written notice if Agency fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to continue supporting the program; or
 - 11.5.1.3. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that Agency's support of the program under this Agreement is prohibited or Agency is prohibited from paying for such support from the planned funding source.
 - 11.5.1.4. Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from Work under this Agreement.
- 11.5.2. Agency's Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Agreement, Agency may terminate this Agreement immediately upon written notice to Recipient, or at such later date as Agency may establish in such notice if Recipient is in default under Section 11.1.
- 11.5.3. Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to Agency or at such later date as Recipient may establish in such notice, if Agency is in default under Section 11.3 and Agency fails to cure such default within 30 calendar days after Agency receives Recipient's notice or such longer period as Recipient may specify in such notice.
- 11.5.4. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- 11.5.5. Return of Grant Funds. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately return to Agency all of the Grant Funds disbursed under this Agreement. Recipient shall return Grant Funds to Agency within the timeframe specified in writing by Agency. This Section 11.5.5 shall survive the expiration or termination of this Agreement.

11.5.6. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to Agency, Recipient shall immediately cease all activities under this Agreement unless, in a written notice issued by Agency, Agency expressly directs otherwise.

12. Insurance. Recipient shall maintain insurance as set forth in Exhibit B, attached hereto.

13. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance under this Agreement. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Secretary of State's Office, the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the greater of:

13.1. Six years following expiration or termination of this Agreement or the final payment of Grant Funds pursuant to this Agreement;

13.2. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

13.3. Until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement.

14. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when permitted in prior written consent from Agency, its subrecipient(s), to have limited electronic access at a facility to the Agency's electronic systems the Recipient will be provided only the electronic access necessary to be able to safely and professionally exercise independent judgment in the performance of the Work.

14.1. Recipient must comply with all requirements set forth in Agency's policies with respect to the use of the computer and access to electronic records as may be amended from time to time. Agency's policies include policies for Mobile Communication Devices and Other Mobile Data Storage Devices (see [I-C-9.0](#)) and Use of Electronic Information Assets and Systems (see [0-7.0](#)).

14.2. Recipient may not:

14.2.1. Use access to Agency's electronic systems for personal use. Personal use includes, among other things, any use not directly connected with providing Work under this Agreement and accessing any electronic records not directly related to the provision of the Recipient's professional Work under this Agreement.

14.2.2. Connect any non-Agency issued portable and removable storage devices to Agency equipment. These devices include floppy diskettes, CDs, DVDs, laptops, backup tapes, smart phones, USB flash drives, or any kind of device that can store information.

15. Assignment of Agreement, Successors in Interest

15.1. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by Agency. No approval by Agency of any assignment or transfer of interest shall be deemed to create any obligation of Agency in addition to those set forth in this Agreement.

15.2. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

16. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

17. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without Agency's prior written consent. In addition to any other provisions Agency may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that Agency will receive the benefit of subrecipient activity(ies) as if the subrecipient were the Recipient with respect to Sections 4, 5, 6, 9, 10, 12, 13, 14, 15, 17, 18, and 19 of this Agreement. Agency's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

18. No Third Party Beneficiaries. Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

19. 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

20. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Recipient or Agency at the address or number set forth on page

Commented [BT*O1]: Double check these Section Numbers:

4 - Governing Law
5 - Compliance with Law
6 - Independent Parties
9 - Ownership of Work
10 - Indemnity
12 - Insurance
13 - Records Maintenance
14 - Information Privacy
15 - Assignment of Agreement
17 - Subcontracts
18 - No Third Party
19 - Severability

one of this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

21. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Amendments; Waiver; Consent. Agency may amend this Agreement to the extent provided herein or in the solicitation document, if any, from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

23. Merger Clause. This Agreement constitutes 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.

24. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- 24.1. Recipient is in compliance with all insurance requirements in Exhibit B of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to Agency Agreement Administrator the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges that failure to obtain the required insurance will constitute a material breach of this Agreement. Recipient acknowledges that failure to provide Certificate(s) of Insurance as required and failure to maintain all required coverage for the duration of the Agreement will each also constitute a material breach of this Agreement;
- 24.2. Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no such claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, 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 Recipient;

- 24.3. To the best of the undersigned’s knowledge, the Recipient has not discriminated against and will not discriminate against minority-owned businesses, woman-owned businesses, or emerging small businesses certified under ORS 200.055 in obtaining any required subcontracts;
- 24.4. Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- 24.5. Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
- 24.6. Recipient is not subject to backup withholding because:
 - 24.6.1. Recipient is exempt from backup withholding;
 - 24.6.2. Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - 24.6.3. The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- 24.7. Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide Agency with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original. Electronic signatures and copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.

SIGNATURE OF RECIPIENT’S AUTHORIZED REPRESENTATIVE

Recipient’s Legal Name: @@@@

Authorized Signature: _____ Date: _____

By: (Insert Name and Title) _____

Contact Person Name: _____

Signatures Continued on Next Page

U.S. Postal Address: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Name:

ATTORNEY GENERAL: Approved for legal sufficiency

By: _____ Date: _____
Name:

PROCUREMENT UNIT: Reviewed by Contract Specialist

By: _____ Date: _____
Name:

AGREEMENT ADMINISTRATOR: Reviewed and Approved

By: _____ Date: _____
Name:

Exhibit A

Recipient shall use the Grant Funds on expenditures described in this Exhibit A in accordance with the terms and conditions of this Agreement. Any request for changes to the allowable use of Grant Funds must be approved in writing by Agency and effectuated via written amendment to this.

Recital

The Recipient serves the needs of Agency youth on parole and probation. This Grant will allow Recipient to modernize its facility, increase resources, and offer a variety of youth programming..

Commented [BT*O2]: Include a brief summary of what the grant is for.

Scope of Work

1. Grant Activities

- 1.1. @@@@
- 1.2. @@@@
- 1.3. @@@@

2. Budget

Description of Expenditures	Approximate Amount
@@@	\$0.00
@@@	\$0.00
@@@	\$0.00
@@@	\$0.00
@@@	\$0.00
@@@	\$0.00

Grant Funds may be shifted between line items upon Agency’s prior written approval after Recipient submits documentation supporting the shift.

3. Payments

- 3.1. Agency will pay Recipient a one-time payment for bedding, youth clothing, and supplies within 30 days of the execution of this Agreement. Recipient shall provide Agency receipts for all expenses within one year after payment as detailed in Section 4.1 below.
- 3.2. Agency will pay Recipient for renovation expenses within 30 days of Agency’s acceptance and approval of initial contractor bids detailed in Section 4.2 below. In no circumstances will payment exceed the amounts listed in the Budget described in Section 2 above.

4. Reporting

- 4.1. Recipient must submit receipts for bedding supplies and youth clothing and supplies within one year of the execution of this Agreement. The receipts must (1) identify the item(s) purchased and (2) demonstrate that the expenditures are authorized by the terms of this Agreement. Recipient must provide any additional documentation requested by Agency.
- 4.2. Recipient must submit initial contractor bids and final invoice for construction and renovation activities authorized by this Agreement.

- 4.2.1. The initial contractor bids must clearly (1) indicate the work to be completed and (2) demonstrate that the expenditures are authorized by the terms of this Agreement. Recipient must provide any additional documentation requested by Agency.
- 4.2.2. The final construction invoice must clearly (1) indicate that the work that was completed and (2) demonstrate that the expenditures are authorized by the terms of this Agreement. Recipient must provide any additional documentation requested by Agency.
- 4.3. Recipient must provide Agency, at least quarterly, documentation describing the status of the renovation and construction activities to be completed under this agreement. The documentation must include, at a minimum, the percent complete on each activity, the amount of Grant Funds expended, and any unexpected issues encountered.
- 4.4. Upon completion of renovation and construction activities, Recipient must provide Agency with pictures or videos of the completed work and any relevant inspector reports demonstrating that the construction and renovation has been completed up to all relevant regulatory requirements and is in a safe and habitable condition for Agency youth.

5. Special Conditions

- 5.1. Recipient certifies, with each receipt, report, or documentation submitted to Agency under this Exhibit A, that the materials or expenses included on the receipt have been furnished, rendered, or expended pursuant to the terms of this Agreement, that they are as stated in the Agreement, and the Recipient has not previously requested payment for the item(s) from the Agency.
- 5.2. Recipient must hire a contractor that is licensed in Oregon. Recipient's contractor must maintain insurance typical of the industry.
- 5.3. If Agency determines that Recipient has used funds for an unallowable expense under this Agreement, Recipient is not entitled to retain funds for that expense. At Agency's discretion, Agency may, in addition to any other remedies authorized under this Agreement:
 - 5.3.1. Require Recipient to apply the amount of the unauthorized expenditure to an authorized expenditure approved by Agency within a timeframe specified by Agency;
 - 5.3.2. Withhold the dollar amount of the unauthorized purchase from any other payment(s) due to Recipient under this Agreement or any other Agreement; or
 - 5.3.3. Exercise its rights under any provision of this Agreement.

Exhibit B
Required Insurance

INSURANCE REQUIREMENTS

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

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, 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). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than **\$500,000.00** each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Recipient 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 **\$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **\$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Required

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, 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 **\$@@@@@** per occurrence and not less than **\$@@@@@** annual aggregate limit.

PROFESSIONAL LIABILITY

Required **Not required**

Recipient shall provide Professional Liability covering any damages caused by an error, omission,

or any negligent acts related to the services to be provided under this Agreement by the Recipient and Recipient's subcontractors, agents, officers, or employees in an amount not less than \$@@@@@ per claim and not less than \$@@@@@ annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Continuous Claims Made coverage as stated below.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Recipient shall provide Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$@@@@@ 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.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

Required Not required

Recipient shall provide Directors, Officers and Organization insurance covering the Recipient'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 use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required Not required

Recipient shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Recipient. Coverage limits not less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required Not required

Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Recipient is responsible including but not limited to Recipient and Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Recipient, and the Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$@@@@@ per occurrence and not less than \$@@@@@ annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:

Required Not required

Recipient shall provide Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone's payload and/or dispensable loads in a form and with coverage that are satisfactory to the State. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, operation or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than \$_____ per occurrence.

AIRCRAFT LIABILITY

Required Not required

Recipient shall provide Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than \$_____ per occurrence/aggregate.

AIR CARGO LIABILITY INSURANCE

Required Not required

Recipient shall provide Air cargo insurance covering loss of cargo in transit during the performance of this Agreement. Combined single limit per occurrence of not less than \$_____ per occurrence.

AIRCRAFT AERIAL APPLICATION LIABILITY

Required Not required

Recipient shall provide Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall be not less than \$_____ combined single limit (alternate language if combined single limit cannot be provided: \$_____ per person and \$_____ per occurrence for bodily injury and \$_____ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

MOTOR CARRIER CARGO LIABILITY

Required Not required

Recipient shall provide Motor Truck Cargo Liability Insurance covering loss to cargo in transit during the performance of this Agreement. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence of not less than \$_____.

GARAGE LIABILITY

Required Not required

Recipient shall provide Garage Liability Coverage for Garage Operations. Coverage shall include Garage Keepers legal liability for autos left for service or repair and be not less than \$_____ combined single limit.

GARAGE KEEPERS LEGAL LIABILITY

Required Not required

Recipient shall provide Garage Keepers' Legal Liability Coverage for autos left for service, repair, storage or safekeeping, with a combined single limit of not less than \$_____ per location.

BAILEE'S COVERAGE

Required Not required

Recipient shall provide Bailee's Customers Property Insurance covering any and all State property left in the care, custody, or control of the Recipient. Coverage shall include valuable papers, including but not limited to microfilm. Coverage shall be written on an occurrence basis. Combined single limit per occurrence of not less than \$ _____ for each site or location.

MARINE PROTECTION LIABILITY

Required Not required

Recipient shall provide Marine Protection and Indemnity Coverage. Combined single limit per occurrence of not less than \$ _____.

NETWORK SECURITY AND PRIVACY LIABILITY

Required Not required

Recipient shall provide Network Security and Privacy Liability insurance for the duration of the Agreement and for the period of time in which Recipient (or its Business Associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$ _____ per claim or incident. This insurance shall 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.

POLLUTION LIABILITY

Required Not required

Recipient shall provide Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Goods delivered or Services (including transportation risk) performed under this Agreement is required. Combined single limit per occurrence not less than \$ _____ and not less than \$ _____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Recipient that arise from the Goods delivered or Services (including transportation risk) performed by Recipient under this Agreement is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Recipient's primary and excess liability policies are exhausted.

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.

ADDITIONAL INSURED

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient’s activities to be performed under this Agreement. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Recipient or the Recipient’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 Recipient 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 Agreement, for a minimum of 24 months following the later of:

- (i) Recipient’s completion and Agency’s acceptance of all Services required under the Agreement, or
- (ii) Agency or Recipient termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

The Recipient 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

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

STATE ACCEPTANCE

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

Exhibit C
Special Terms and Conditions

- 1. Media Disclosure:** The Recipient shall not provide information to the media regarding Work purchased under this Agreement without first consulting the Agency. The Recipient shall make immediate contact with the Agency's Communications Office when media contact occurs. The Agency's Communications Office will assist the Recipient with an appropriate follow-up response for the media.
- 2. Client Records:** Recipient shall appropriately secure all records and files to prevent access by unauthorized persons. Recipient shall, and shall require its employees and subrecipients to, comply with all appropriate federal and state laws, rules, and regulations regarding confidentiality of client records.
- 3. Conflict of Interest:** Recipient shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. Recipient shall submit the notification to the Agreement Administrator and the Agency Procurement Unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.
- 4. Mandatory Reporting:** If Recipient is required to report child abuse under ORS 419B.010, then as required by Oregon Law (ORS 419B.005 through ORS 419B.050), all the Agency Recipients must immediately inform either the local office of the Department of Human Services ("DHS") or a law enforcement agency when they have reasonable cause to believe that any child with whom the Recipient comes in contact has suffered abuse, or that any person with whom the Recipient comes in contact has abused a child. Oregon Law recognizes child abuse to be: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; and child selling.

Reports must be made immediately upon awareness of the incident. The Recipients are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

- 5. Criminal Records Checks:** Any individuals who will have direct contact with Agency youth in the provision of Work under this Agreement shall have passed a criminal records check based on the Agency's criminal records check standards as set forth in OAR 416-800-0000 to 416-800-0095 and a child abuse registry check prior to any Work being provided under this Agreement. Criminal records checks must be updated at least every five years.
- 6. Prison Rape Elimination Act ("PREA"):** Agency is committed to a zero-tolerance standard toward all forms of youth sexual abuse and sexual harassment. PREA and related Agency policies provide uniform guidelines and procedures to reduce the risk of sexual abuse and sexual harassment in Agency facilities, field offices, and community residential programs. If applicable, and before Work under this Agreement can begin, the Recipient shall complete Agency's PREA Questionnaire ([YA 8037](#)) and return to the Agency's Agreement Administrator.

Recipient acknowledges that it has training and reporting obligations as outlined below:

Training Obligations: If applicable, Recipient shall complete any required training as outlined in [Agency's Policy I-A-10.0](#) (Preventing, Detecting, and Responding to Youth Sexual Abuse and

Sexual Harassment). The required training enables the Recipient to understand their responsibilities to ensure the ongoing safety and security of all parties when providing Work in an Agency facility.

Reporting Obligations: If, at any point during the Project, the Recipient obtains knowledge, suspicion, or information about (i) an incident of sexual abuse or sexual harassment that occurred while in custody of a youth who receives services from Recipient, or (ii) retaliation against reporters of such incidents, or (iii) any staff neglect or violation of responsibilities that may have contributed either to the incident or the retaliation, the Recipient shall immediately notify the facility's Superintendent and the Agency Professional Standards Office. The Professional Standards Office ("PSO") number is: 503-378-5313 and is open from Monday through Friday from 8:00 a.m.-5:00 p.m. The after-hours cell number is: 503-508-4813.

7. Recipient agrees to comply with the Agency's Security Policy for Facility Access ([see II-A-1.0](#)) as it may be from time to time amended. Anyone entering a facility must read and sign Facility Access Form YA 4015 (see [YA 4015](#)).
8. Agency will have the right to deny Recipient and its agents and employees--and the agents and employees of its subrecipients (if any)--access to any premises controlled, held, leased, or occupied by Agency if Agency at its sole discretion determines that such personnel pose a threat to any of Agency's reasonable safety or security interests including orderly facility operations. Recipient agrees that action taken pursuant to this authority by Agency will not give rise to any contractual, tort, or constitutional claims.