

STATE OF OREGON



OREGON DEPARTMENT OF EDUCATION / YOUTH DEVELOPMENT DIVISION

FUTURE READY OREGON YOUTH PROGRAMS GRANT

Request for Grant Applications ("RFA")

Date of Issue: June 24, 2022

Closing Date: August 7, 2022

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TABLE OF CONTENTS

SECTI	ON 1: GENERAL INFORMATION	
1.1	PURPOSE	
1.2	GRANT AMOUNT AND DURATION	
1.3	ELIGIBILITY	
1.4	SCHEDULE	4
1.5	SINGLE POINT OF CONTACT (SPC)	5
SECTI		
2.1	AUTHORITY	
2.2	DEFINITION OF TERMS	
2.3	OVERVIEW	
2.4	SCOPE OF ACTIVITIES	8
SECTI	·····	
3.1	GRANT PROCESS	
3.2	APPLICATION REQUIREMENTS	
SECTI		
4.1	RESPONSIVENESS DETERMINATION	
4.2	EVALUATION CRITERIA	
4.3	RANKING OF APPLICANTS	
4.4	NEXT STEP DETERMINATION	20
SECTI		
5.1	AWARD NOTIFICATION PROCESS	
5.2	GRANT NEGOTIATION	22
SECTI		
6.1	GOVERNING LAWS AND REGULATIONS	
6.2	OWNERSHIP/ PERMISSION TO USE MATERIALS	
6.3	CANCELLATION OF RFA; REJECTION OF APPLICATIONS; NO DAMAGES	
6.4	COST OF SUBMITTING AN APPLICATION	23
SECTI		
	ACHMENT A: SAMPLE GRANT AGREEMENT	_
	CHMENT B: BUDGET	
	CHMENT C: BUREAU OF LABOR INFORMATION SHEET	
	ACHMENT D: REGIONAL MAP	
ATTA	ACHMENT E: APPLICATION CONTENTS AND CERTIFICATIONS	



SECTION 1: GENERAL INFORMATION

1.1 PURPOSE

The State of Oregon, acting by and through its Department of Education, ("Agency"), is issuing this Request for Grant Applications ("RFA") known as the "Future Ready Oregon Youth Programs Grant," or "Future Ready Youth" grant, for the purpose of delivering Workforce Readiness services to out-of-school, unemployed and reengaged youth ages 14-24 in order to increase access, training, and placement for certain Priority Populations into sustainable, living-wage career opportunities.

1.2 GRANT AMOUNT AND DURATION

Agency will award funds for expanding youth workforce opportunities, in the form of grants to successful Applicants. The initial term of each Grant is anticipated to be 1 year from July 1, 2022 - June 30, 2023, with options to renew for the subsequent biennium (July 1, 2023 through June 30, 2025) contingent upon fund availability, performance under the awarded grant, and any additional criteria determined by the agency. The Grant has its separate minimum and maximum grant award amounts as listed:

\$50,000 - \$150,000

1.3 ELIGIBILITY

To be eligible for a Grant under this RFA, Applicants must be:

- One of the nine federally recognized tribes in this state
- A nonprofit organization
- A faith based organization
- A public benefit company conducting business in this state
- A mutual benefit corporation conducting business in this state
- A community college providing services in this state
- A county or city, or a county or city governmental entity, in this state

A nonprofit organization, faith based organization, public benefit company or mutual benefit company must have an active registration with the Oregon Secretary of State's business registry that matches the organization type selected in the application.

A school, school district, or Education Service District, in this state may apply if they are a YDD Reengagement System grant recipient or partner, or if their program is in partnership with a Community Based Organization or Employer that will be directly providing training, paid work experiences or employment to participants.

An eligible Applicant may only submit 1 Application for funding under this RFA. Multiple applications submitted by an organization utilizing multiple Secretary of State business registrations, where the



apparently differing entities share the same executive leadership, governing board and/or business address may be considered ineligible.

Applicants must deliver Workforce Readiness services to out-of-school, unemployed or Reengagement Program-enrolled youth and young adults between 14 years of age and 24 years of age. Proposed scope, duration, and scale of services may be determined by the applicant; however, Future Ready Youth Programs funding may not be used to support a stand-alone event (i.e. career expos, job fairs, or special events) outside of ongoing training and programming. Preference will be given to programs able to demonstrate they are actively and effectively serving youth from one or more of the SB 1545 Priority Populations as listed below:

- Communities of color
- Women
- Low-income communities
- Rural and frontier communities
- Veterans
- Persons with disabilities
- Incarcerated and formerly incarcerated individuals
- Members of Oregon's nine federally recognized Indian tribes
- Individuals who disproportionately experience discrimination in employment on the basis of age
- Individuals who identify as members of the LGBTQ+ community.

1.4 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

Event	Date	Time
RFA Information Session	July 12, 2022	10:00 AM
Questions/ requests for clarification due	July 15, 2022	11:59 PM
Final answers to questions/requests for clarification issued (approximate)	July 22, 2022	
Closing (Applications due)	August 7, 2022	11:59 PM
Issuance of notice of intent to award (approximate)	August 29, 2022	
Award protest period ends	7 calendar days after no to award	otice of intent



1.5 SINGLE POINT OF CONTACT (SPC)

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

SECTION 2: AUTHORITY AND SCOPE

2.1 AUTHORITY

Agency is issuing this RFA pursuant to its authority under SB 1545, passed in the 2022 Legislative Session.

2.2 DEFINITION OF TERMS

For the purposes of this RFA, capitalized words will refer to the following definitions:

- "Addendum" or "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of this RFA.
- "Affected Applicant" means an Applicant who would be eligible for a Grant in the event their protest was successful, and who is protesting because Agency failed to conduct an evaluation of Applications in accordance with the criteria or process described in this RFA.
- o "Applicant" means an entity who submits an Application in response to this RFA.
- "Application" means a written response to this RFA.
- "Essential Employability Skills Training" means training on essential skills that are required for employment, such as interviewing, Soft Skill Development, appropriate workplace behavior, and other elements necessary for successfully obtaining and maintaining employment.
- "Closing" means the date and time specified in this RFA as the deadline for submitting Applications.
- "Evaluation Committee" means the group of people who will evaluate and score Applications submitted in response to this RFA.
- "Industry-Recognized Credential" means a certification or credential earned via specialized training that is accepted by a workplace, profession or industry as evidence of sufficient skill for employment, qualifies an individual to attain employment, and/or confers an advantage to be considered for employment within that field. Applicants should present evidence of industry recognition and likelihood of job placement via attainment of this credential within the grant application. For the purpose of the



application, an industry-recognized pre-apprenticeship program may be considered such a credential.

- "Job Coaching" means coaching, mentoring, and guidance provided to youth and employers in order to facilitate appropriate Job Placement for youth and ensure continued success in the workplace.
- "Job Placement" means assisting youth in acquiring employment in a non-subsidized job, including application assistance, interview preparation, and orientation support.
- "Paid Work Experience" means a subsidized paid work opportunity provided by a training organization for the purpose of training youth and developing youth employment readiness and skills. Paid Work Experiences are wage-based employment, and subject to all youth employment laws and regulations.
- "Pre-Apprenticeship" means a program registered with the Oregon Bureau of Labor and Industries designed to help prepare individuals to succeed in an apprenticeship program. For the purpose of the application, an industry-recognized preapprenticeship program may be considered such a credential, and applicants focused on pre-apprenticeship/apprenticeship placement should apply to deliver the Industry-Recognized Credential Core Activity.
- "Priority Populations" mean (a) Communities of color; (b) Women; (c) Low-income communities; (d) Rural and frontier communities; (e) Veterans; (f) Persons with disabilities; (g) Incarcerated and formerly incarcerated individuals; (h) Members of Oregon's nine federally recognized Indian tribes; (i) Individuals who disproportionately experience discrimination in employment on the basis of age; and (j) Individuals who identify as members of the LGBTQ+ community.
- "Registered Apprenticeship" means a program registered with the Oregon Bureau of Labor and Industries designed to provide on-the-job training and classroom instruction.
- "Reengagement Program" means a program that received YDD Reengagement Opportunity Grant or Reengagement Collaborative Grant funding, and meets the description of a Reengagement Program under ORS 417.859
- "Soft Skill Development" mean developing the interpersonal skills and other nontechnical skills necessary to be successful in work, e.g. leadership skills, teamwork, communication skills, flexibility and adaptability, resolving conflicts, work ethic, etc.
- "State" means the state of Oregon.
- "Workforce Readiness" means services and strategies used to provide youth with the knowledge, skills, and abilities required to engage and succeed in the workplace.

2.3 OVERVIEW

2.3.1 YOUTH DEVELOPMENT DIVISION (YDD)

The YDD 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 YDD (ORS 417.852) and coordinates a unified and aligned system that provides services to school-age Youth.



2.3.2 BACKGROUND

Future Ready Oregon 2022 is aimed at realizing the full potential of Oregon's workforce and meeting the needs of Oregon's employers today and into the future, and advances Oregon's economic competitiveness and ensures equitable opportunities for a diverse workforce. In particular, Future Ready Oregon 2022 will advance opportunities for historically underserved communities, including adult learners, dislocated workers, and disconnected youth. Investments emphasize recruitment, retention, and career advancement opportunities, while prioritizing key populations, including people of color, women, communities in poverty, rural communities, veterans, and Oregonians who are incarcerated and formerly incarcerated.

Future Ready Oregon was passed in the 2022 Legislative Session (Senate Bill 1545), and invests \$200 Million in this workforce initiative. The Youth Development Division is named in Section 7 of this act, and is tasked with administering the Future Ready Oregon Youth Programs. Approximately \$10 Million in state and federal funding is allocated to grants under Youth Programs for use through June 2025. Youth Programs Grants will provide work readiness training, employment placement and paid work experience opportunities to youth ages 14-24 who are not in school, not employed, or are reengaging in education via a Reengagement Program.

2.3.3 GOALS

The Future Ready Oregon Youth Programs Grant is intended to address historic inequity in workforce development resources, employment opportunities and access to training and career-track, living-wage employment. YDD's programs will focus on youth, in particular young people who are disconnected from school or work, particularly those from the Priority Populations identified in the legislation.

The Future Ready Oregon Youth Programs Grant supports community-based youth development efforts, with attention to indicators of community need, proven practices, Applicant experience and capacity, and innovative approaches to serving youth. The goals of the Future Ready grant are to:

- Support efforts to reduce disparities in educational and workforce success; Reduce youth disconnection from school and/or work;
- Remove barriers to workforce training and job placement opportunities for youth;
- Encourage multi-sector collaboration to improve outcomes for youth; and
- Increase youth and employer knowledge of youth employee rights, safety, and workplace laws

Throughout Oregon, the number and needs of Youth in each county and region will vary, as do the community resources serving these Youth. Agency will award grants based on the evaluation criteria detailed in this RFA and will also use an approach that will achieve geographic distribution of grants to eligible entities providing services throughout the State.



2.4 SCOPE OF ACTIVITIES

The Future Ready Oregon Workforce initiative supports efforts to provide out of school, unemployed and reengaged youth ages 14-24 with career exploration and skill development services that will lead to sustainable living wage career opportunities.

A successful Applicant must provide two of the three services described under the Youth Programs (YDD) section of SB 1545

- Essential Employability Skills Training, AND
 - Paid Work Experiences for participants OR
 - Specialized training that results in an industry/employer recognized credential OR
 - Job Placement and Job Coaching for participants

This initiative is intended to support services that include, but are not limited to:

- Paid Work Experience for program participants, including Pre-Apprenticeships and Registered Apprenticeships
- Essential Employability Skills Training that includes Soft Skill Development, communication, teamwork, time management, interviewing, and other elements of basic work readiness.
- Job Placement services and Job Coaching
- Workforce reentry services for youth involved in the justice system; and
- One-on-one career mentoring/counseling to ensure that youth have the tools they need to access employment and to thrive in their chosen careers

Work Readiness Training for youth should include basic introduction to employment rights and laws for youth. YDD, in partnership with Oregon Bureau of Labor and Industry (BOLI), may make materials available for use in these trainings.

2.4.1 Grantee Deliverables - Quarterly Report Requirements

A successful Applicant will be required to submit quarterly reports that detail program progress and performance. Quarterly reports will be due within 15 calendar days of the end of each quarter, or on the date designated by Agency for report submission. Grantee will address all clarifying questions and make any necessary corrections in a prompt manner. Reports must be received and approved for grant reimbursement claims to be processed. Reports include:

- **Narrative Report** provides a description of activities, challenges, successes, progress, and promising practices during the respective quarter.
- **Data Report** captures information such as demographic and output data (individual level and aggregate level, as needed). Programs are required to report on



participant demographics, as well outcomes related to the Core Activity provided under this grant: training participation and completion, job placement, job retention, work experience participation and completion, and credential type earned.

• **Expenditure Report** summarizes the Project's quarterly expenses. Programs will be required to report on funds subcontracted to partners, as well as direct payments to youth (incentives, wages, and other direct individual support services).

All required reporting must be submitted, reviewed and approved by the YDD prior to disbursement of grant funds.

2.4.2 Grantee Payment

Grant funds are disbursed on a reimbursement basis. Grantees will submit claims for costs incurred via the ODE Electronic Grant Management System (EGMS) on a quarterly basis. YDD will review the Expenditure Report and submitted claim, and funds are released following approval of all reporting.

SECTION 3: PROCESS AND REQUIREMENTS

3.1 GRANT PROCESS

3.1.1 Public Notice

The RFA, including all Addenda and attachments, is published on Agency's website at <u>https://www.oregon.gov/youthdevelopmentdivision</u>. Prospective Applicants are solely responsible for checking Agency's website to determine whether any Addenda have been issued. Addenda are incorporated into the RFA by this reference.

3.1.2 Questions/ Requests for Clarification

All inquiries, whether relating to the RFA process, administration, deadline, or method of award, or to the intent or technical aspects of the RFA must:

- Be emailed to the SPC;
- Reference the RFA name;
- Identify Applicant's name and contact information;
- Refer to the specific area of the RFA being questioned (e.g., page, section, paragraph number, etc.); and
- Be received by the due date and time for questions/ requests for clarification identified in the Schedule.



3.1.3 Information Session

A RFA Information Session will be held at the date and time listed in Schedule below. A virtual meeting link will be posted to the Agency's website at: **https://www.oregon.gov/youthdevelopmentdivision**

Prospective Applicants' participation in this information session is highly encouraged but not mandatory.

The purpose of the RFA Information Session is to explain the RFA process; and answer any questions Applicants may have related to the process. Statements made at the RFA Information conference are not binding upon Agency. Applicants may be asked to submit questions in writing.

Applicants are strongly encouraged to attend the Information Session; however, attendance is not mandatory. The tentative information is listed below; however, the official information will be on Agency's website.

Date: July 12, 2022 *Time:* 10:00 AM *Format:* Webinar. The link will be provided on Agency's website. *Call-in Option:* Yes. A call-in number will be provided on Agency's website.

3.1.4 Application Due Date

Applications and all required submittal items must be received by the SPC via Agency's SM Apply application web portal (accessible at https://oregonyouth.smapply.io) on or before Closing. Applications received after Closing will not be accepted. All Application modifications or withdrawals must be completed prior to Closing. Applications received after Closing are considered LATE and will NOT be accepted for evaluation. Late Applications will be returned to the respective Applicant or destroyed.

3.1.5 Application Submission

Applicant is solely responsible for ensuring its Application is received by the SPC via SM Apply in accordance with the RFA requirements before Closing. Agency is not responsible for any delays by transmission errors or delays or mistaken delivery. Consider contacting the SPC by phone to confirm receipt. Be sure to allow time for resubmission before Closing. Be sure to allow time for resubmission before Closing. Applications submitted by any means not authorized may be rejected. The following submission option is permitted for this RFA:

3.1.6 Survey Monkey Apply (SM Apply)

The Agency's Application is found on the SM Apply application web portal. Following is the website address: https://oregonyouth.smapply.io

Applicant can also access SM Apply through Agency's website at https://www.oregon.gov/youthdevelopmentdivision/ following the link for SM Apply.



Prospective Applicants are strongly encouraged to register for a username and password as soon as possible after the publication of this RFA. To use Agency's SM Apply, all prospective Applicants must first request a profile at https://oregonyouth.smapply.io.

Agency will post instructions on how to use the SM Apply on the Agency's website.

NOTE: SM Apply will identify the specified format(s) for each specific attachment. If a PDF is specified, it must be text-readable (also referred to as text-searchable). A PDF document may contain an illustration, chart, or graphic.

3.1.7 Modification or Withdrawal of Applications

Any Applicant who wishes to modify or withdraw an Application already received by Agency must do so prior to Closing. Applicant must submit its modification or request to withdraw to the SPC using one of the manners listed in the Application Submission section. Modifications must denote the specific change(s) to the Application submission. All requests must reference the RFA name.

3.1.8 Application Rejection

Agency may reject an Application for any of the following reasons:

- Applicant fails to substantially comply with all prescribed RFA procedures and requirements;
- Applicant makes any contact regarding this RFA with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or initiates inappropriate contact with the SPC;
- Applicant attempts to inappropriately influence a member of the Evaluation Committee; or
- Application is conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFA or Addenda.

3.2 APPLICATION REQUIREMENTS

Application must address each of the items listed in this section and all other requirements set forth in this RFA. Applicant must describe how activities will be completed. An Application that merely offers to fulfill the project will be considered non-responsive to this RFA and will not be considered further.

3.2.1 Application Narrative/ Application and Certification

Applicant must complete and submit responses to all questions and all sub-bullets in the questions as instructed. The individual responses must not exceed the word limits as noted for each question. When describing planned activities, Applicant should use definitive verbs in the Application Narrative to describe what Applicant "will" do rather than aspirational verbs such as "hopes," "expects" or similar that do not express a firm commitment to undertake a specific action – proposals should describe work that will take place if the proposal is funded.



3.2.1.1 Budget

Applicants should indicate the total amount of funding requested for this application, but are not required to provide a total budget request in their application. If conditionally awarded, Applicants will have to complete and submit a detailed proposed budget with narrative that clearly identifies reasonable costs associated with fulfilling the RFA (See Attachment B).

This detailed budget will be reviewed by the YDD, and adjustments may be required during negotiation of the grant agreement. The final program budget must be approved prior to execution of a grant agreement.

Note: Administrative costs, including indirect costs, are allowable up to 15% of the Applicant's total budget, or federally negotiated indirect rate, whichever is greater.

3.2.1.2 Bureau of Labor and Industries Certification

Any organization intending to employ minors (any youth under 18 years of age) must have an employment certificate issued by the Bureau of Labor and Industries allowing the employment of minors. Applicants must provide this certificate or proof of having applied at time of application submission. This application may be found online <u>here</u>.

3.2.1.3 Prohibited Costs

The following are not allowable expenditures under this grant:

- Capital Purchases: vehicles, real estate, or other items with an individual purchase price of \$5,000 or more per item.
- Any activity or use prohibited by state law or rule or local ordinance;
- If the funds are federal funds, 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
- Any activity or use that falls outside of the scope of work described within any grant agreement pursuant to which the funds were distributed.

3.2.2 Executive Summary (50-word limit)

Applicant will provide a short description of proposed Grant program, suitable for use in agency reports to the public and the legislature.

3.2.3 Application and Certifications

Applicant must complete and submit the Applicant Information and Certification Sheet that includes all required grantee information and signatures. Applicant must complete and submit the Applicant Information and Certification Sheet within SM Apply portal. All Applications are public record and are subject to public inspection after Agency issues the notice of intent to award.



All Applications are public record and are subject to public inspection after Agency issues the notice of intent to award.

SECTION 4: EVALUATION

4.1 **RESPONSIVENESS DETERMINATION**

Applications received prior to Closing will be reviewed for responsiveness to all RFA requirements. If the Application is unclear, the SPC may request clarification from Applicant. However, clarifications may not be used to rehabilitate a non-responsive Application. If the SPC finds the Application non-responsive, the Application may be rejected, however, Agency may waive minor mistakes in its sole discretion.

4.2 EVALUATION CRITERIA

Responsive Applications meeting the requirements outlined in the Application Requirements section will be evaluated by an Evaluation Committee. Evaluators will assign a score of 0 to 4 for each evaluation criterion listed below in this section.

Applications will be reviewed for their demonstrated ability to meet all of the Application requirements, including those described in Section 2.5, and will be scored based on their responses to Evaluation Items 1-5. Details below.

4	EXCELLENT – Response meets all requirements specified in the directions
	 Response provides all required information in a thorough manner and uses specific examples
	 Response demonstrates that the Applicant has a complete understanding of the requirements addressed by the question
3.5	•Response indicates active inclusion of all elements identified within the question as preferable to supporting the quality of this application element.
	 Response demonstrates that the Applicant possesses capacity, expertise, and/or strengths to meet or exceed expectations addressed in question
3	ADEQUATE - Response meets most requirements specified in the directions
	 Response provides most required information
	•Response demonstrates that the Applicant understands the requirements addressed by the question
2.5	•Response indicates active inclusion or plans for inclusion of some elements identified within the question as preferable to supporting the quality of this application element.
	•Response demonstrates that the Applicant possesses sufficient capacity, expertise, and/or strengths to meet the expectations addressed in the question



2	 INCOMPLETE - Response meets some requirements specified in the directions Response provides some required information Response demonstrates that Applicant has some understanding of the requirements addressed by the question
1.5	•Response demonstrates that the Applicant possesses some capacity, expertise, and/or strengths to meet expectations as addressed in the question
1	 INADEQUATE - Response does not meet the requirements specified in the directions. Response provides little or no required information Response demonstrates that the Applicant has limited or no understanding of the
0.5	 requirements addressed by the question Response does not demonstrate that the Applicant possesses the capacity, expertise, or strengths to meet program expectations as addressed in the question
0	NONANSWER •Placeholder text/random keystrokes (text cannot be discerned as a response to the question •No response/answer field left blank

4.2.1 Basic Grant Information

- Applicant Organization Information and Contacts
- Unique Entity Identification Number (UEID #) [formerly DUNS number]
- Application Title (8-word limit)
- 50-word summary of the proposed program
- Total amount of funding requested
- Ages to be served (between 14-24 years old at program enrollment)
- Indicate if you plan to serve (select all that apply):
 - □ Youth who are out of school
 - □ Youth who are not employed
 - □ Youth enrolled in a YDD Reengagement Program

4.2.2 Evaluation Item 1: Priority Population Served (select all that will be served, 40 points awarded if one or more selected)

Select from the following Priority Populations (identified in the Future Ready legislation) to indicate if you will be serving youth from these groups.



- □ Communities of color
- □ Women
- □ Low-income communities
- □ Rural and frontier communities
- □ Veterans
- Persons with disabilities
- □ Incarcerated and formerly incarcerated individuals
- □ Members of Oregon's nine federally recognized Indian tribes
- □ Individuals who disproportionately experience discrimination in employment on the basis of age
- □ Individuals who identify as members of the LGBTQ+ community

Applicants should also indicate if they are actively serving:

- Youth experiencing homelessness
- Youth who are currently or have previously been involved in the foster care system (including youth who have aged out of that system and/or enrolled in an Independent Living Program)

All participants must be 14-24 years old at the time of enrollment in services.

NOTE: Participants do not need to be from a Priority Population to be eligible for services; programs should, however, be actively and effectively reaching and serving youth from the Priority Populations selected.

4.2.3 Evaluation Item 2: Essential Employability Skills Training (200-word limit, 100 points)

- Describe the Essential Employability Skills Training services and activities provided by your proposed program. If the program is utilizing a specific Essential Employability Skills or workplace readiness curriculum, please identify it. Curriculum with demonstrated industry or employer involvement in its creation and/or delivery is preferred.
- Identify how your proposed services and activities will address the needs of the Priority Population(s) served, with attention to barriers and disparities described in Evaluation Item 1.
- Indicate if these services and activities are based on or aligned with promising practices, evidence-based practices, and/or cultural practices, or otherwise designed for the Priority Populations served.
- How does the program ensure safe, affirming, and inclusive spaces for all participants?

4.2.4 Evaluation Item 3: Core Activity - Hands-on/Experiential Training Program – SELECT ONE (300word limit, 100 points)

3a. Paid Work Experiences



- Describe the Paid Work Experience provided by your proposed program in detail. You must also describe expected outcomes associated with the performance of the proposed program, including number of youth served, work experiences provided, and duration of work experience or job retention goals.
- Describe how job coaches work with youth and supervisors to ensure successful work experiences.
- How are employers/worksites identified, recruited, prepared and supported? Established partnerships with employers and/or the Local Workforce Board are preferred.
- How do these services address the needs of the Priority Population(s) served, remove barriers and support their success?
- You must also describe expected outcomes associated with the performance of the proposed program.

3b. Job Placement and Coaching

- Describe the Job Placement and coaching provided by your proposed program in detail.
- Describe how job sites are identified or developed for youth.
- Describe the employment coaching services provided by your proposed program. How will job coaches work with youth and employers to support successful placement and retention, and create youth-ready workplaces?
- How do these services address the needs of the Priority Population(s) served, remove barriers and support their success?
- You must also describe expected outcomes associated with the performance of the proposed program, including number of youth served, work experiences provided and/or Job Placements made, and duration of work experience or job retention goals.
- Established partnerships and experience with job development and supported Job Placement are preferred.

3c. Industry Recognized Credential

- Provide evidence that the certificate or credential offered by the program are recognized by employers and can lead directly to high-quality jobs in the community served.
- What hands-on/experiential worksite-based experiences will youth participate in as part of the training that leads to this credential?
- How will this credential program address the needs of the Priority Population(s) served, remove barriers and support their success? Identify any direct support



services, incentives or other payments that will be provided to address financial needs of participants and ensure retention for the duration of training.

- You must also describe expected outcomes associated with the performance of the proposed program.
- Credential programs that expand access to a youth population that has not traditionally or historically been well-represented within the proposed employment sector, or that expand sector employment within a community, are preferred.

4.2.5 Evaluation Item 4: Partnerships (250-word limit, 80 points)

- Describe the role partner organizations play in program activities and service delivery.
- How do the identified partners contribute to the program's ability to identify, engage, and/or serve youth?
- If Applicant is a school, district, ESD, city or county government, response must demonstrate evidence of partnership with community-based organization(s) or employer(s) that will provide work readiness training, credential programs, work experience, and/or employment opportunities.
- Partnerships that include local workforce development boards, private sector employment, the justice system, the foster care system, and/or programs or systems serving youth experiencing homelessness are preferred.

4.2.6 Evaluation Item 5: Organization Description and Capacity (250-word limit, 80 points)

- Briefly describe your organization and explain its experience and effectiveness in serving youth with workforce training programs. Demonstrable experience and success in delivering the type of program proposed is preferred.
- Provide evidence of capacity to deliver the proposed program. Indicate if your organization has been a past YDD grant recipient or partner and indicate previous success delivering services under a YDD grant.
- How are staff and partners particularly individuals providing direct service reflective of the youth and/or community served? What lived experience, qualities and/or training give them the ability to work effectively with the population served?
- What role do youth, families and the community play in the design, decision making, and evaluation of program services?

POINT AND SCORE CALCULATIONS

Scores are the values (0 through 4) assigned by each evaluator. Points are the total possible values for each section as listed in the Table 1.



4.2.7 Weighted Scoring

Each Evaluation Item is assigned a weighed percentage (as listed in Table 1) then multiplied by the score received to calculate the points received: (Evaluator Score x Weight) = Points

EXAMPLE:

Applicant A receives scores of 4, 3, and 2 for a criterion worth 50 points. The SPC averages 4, 3, and 2 for a score of 3 is used as a 75% multiplier to the possible points of 50. 50 multiplied by 75% is 37.5. Applicant A's points for the criterion is 37.5.

Points possible are as follows:

TABLE 1

Evaluation Item	Maximum Points Awarded
Organization Eligibility	Pass/Fail
Evaluation Item 1: Priority Population Served (10% weight)	40
Evaluation Item 2: Essential Employability Skills Training	100
(25% weight)	
Evaluation Item 3: Core Activity - Hands-on/Experiential	100
Training Program (25% weight)	
Evaluation Item 4: Partnerships (20% weight)	80
Include links to	
Local Workforce Board	
Employers	
Juvenile Justice, Foster Care or Youth Experiencing	
Homelessness system	
* If Applicant is a school, school district, ESD, city or county	
government, response must demonstrate evidence of	
partnership with community-based organization(s) or	
employer(s) that will provide work readiness training,	
credential programs, work experience, and/or employment	
opportunities.	
Evaluation Item 5: Organization Description and Capacity80	
(20% weight)	
TOTAL POINT POSSIBLE	400



TABLE 2

Scoring Calculation Example

Evaluation Item	Score	Weight	Points
1. Youth Population	Yes /No	10	40
2. Essential Employability Skills	3	25	75
3. Core Activity - Hands-on/Experiential Training Program	3	25	75
4. Partnerships	2	20	40
5. Organization Description and Capacity	3.5	20	70
		Total Points	300

The application will be scored by multiple reviewers, and the total scores of all reviewers will be averaged to arrive at the final score.

In the event that the number of Applicants, and associated budgets, do not exceed the funds available for this grant program, Agency, at its sole discretion, may conduct a less formal evaluation of the Applications meeting the requirements outlined in the Application Requirements section.

4.2.8 Minimum Score

Regardless of funding availability, YDD may decline to award funds to eligible Applicants with a total score below 250 Points. The YDD may, at its discretion, offer an award lower than the amount of funding requested by the Applicant, and/or offer a grant for technical assistance to develop program services, partnerships or other work of the Applicant.

4.2.9 Scoring for Federally Recognized Tribal Applicants

An Eligible Entity that is a Federally Recognized Tribe will have a 10% multiplier added to the total points. The multiplier calculation is as follows:

Total Points x 1.1 = Final Application Score

4.3 RANKING OF APPLICANTS

The SPC will total the points for each Application. The final Application score is the average score, determined by the sum of all evaluators' weighted scores divided by total number of evaluators per Application.

Grant funds will be awarded to Applicants in a two-step process as described below:

Step 1: Highest scored Application that meets the minimum score requirement per region (see Regional Map in Attachment F) will be awarded a grant. There are eleven (11) regions.



In the event that no Application in a defined region meets the minimum scoring requirement, or if no valid Applications are received from a region, the Agency may decline to award any Grants in that region.

Step 2: The remaining Applications will then collectively be ranked highest scored to lowest scored. Grants will be awarded starting from the highest scored Applicant to the lowest scored Applicant until the available programs funds are allocated.

4.3.1 Regional Assignment of Applications

Agency will use Attachment F Regional Map to assign each Applicant a region based on the Applicant's established business address.

4.3.2 Request to Change Region

If an Applicant's business address is in a different region than its service location, the Applicant may submit supporting documentation to the SPC for Agency review and consideration for placement into a different region. Applicant must submit the request to change region no later than the close of RFA. The supporting documentation must clearly demonstrate the Applicant's established and current work in the region that it is requesting. An Applicant that is requesting a change to region and is new to serving the region must provide the address of the service location(s) and an explanation/evidence of new services to the area. Applicants requesting this alternative placement will be notified of the region into which they will be placed prior to the scoring of their Application.

4.4 NEXT STEP DETERMINATION

Agency may conduct additional rounds of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Establishing a competitive range
- Presentations/ demonstrations/ additional submittal items
- Interviews
- If Agency elects to conduct additional round(s), Agency will provide written notice to all Applicants describing the next step. At any time, Agency may dispense with the selected additional round and: (1) issue an award to the



highest ranking Applicant; (2) elect to conduct an additional round of competition; or (3) cancel the RFA.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

Agency, if it awards a Grant, will award a Grant to the highest ranking Applicant(s) based upon the scoring methodology and process described in the Evaluation section. Agency may award less than the full scope described in this RFA.

AGENCY RESERVES THE RIGHT TO NOT SELECT ANY OR ALL APPLICANTS UNDER THIS RFA IF AGENCY DETERMINES IN ITS SOLE DISCRETION THAT A SELECTION SHOULD NOT BE MADE.

5.1.2 Notice of Award

Agency will notify all Applicants in writing that Agency is awarding a Grant to the selected Applicant(s) subject to successful negotiation of any negotiable provisions.

5.1.3 Business Registry

If selected for award, Applicant must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Grant. The selected Applicant must submit a current Oregon Secretary of State Business Registry number or an explanation if not applicable.

All corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules: <u>http://www.filinginoregon.com/index.htm</u>.

5.1.4 Insurance

Prior to execution of a Grant, the apparent successful Applicant must secure and demonstrate to Agency proof of insurance coverage meeting the requirements identified in the RFA or as otherwise negotiated.

Failure to demonstrate coverage may result in Agency terminating negotiations and commencing negotiations with the next highest ranking Applicant. Applicant is encouraged to consult its insurance agent about the insurance requirements contained in Insurance Requirements (Exhibit B of Attachment A) prior to Application submission.

5.1.5 Taxpayer Identification Number

The apparent successful Applicant must provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed <u>W-9 form.</u> Agency will not disburse any Grant funds until Agency has a properly completed W-9.



5.2 GRANT NEGOTIATION

By submitting an Application, Applicant agrees to comply with the requirements of the RFA, including the terms and conditions of the Sample Grant (Attachment A), with the exception of those terms reserved for negotiation. Applicant must review the attached Sample Grant and note exceptions. Unless Applicant notes exceptions in its Application, Agency intends to enter into a Grant with the successful Applicant substantially in the form set forth in the Sample Grant. It may be possible to negotiate some provisions of the final Grant; however, many provisions cannot be changed. Applicant is cautioned that Agency believes modifications to the standard provisions constitute increased risk and increased cost to the State. Therefore, Agency may consider the scope of requested exceptions in the evaluation of Applications.

Any Application that is conditioned upon Agency's acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

In the event the parties have not reached mutually agreeable terms within 30 calendar days, Agency may terminate negotiations and commence negotiations with the next highest-ranking Applicant.

SECTION 6: ADDITIONAL INFORMATION

6.1 GOVERNING LAWS AND REGULATIONS

This RFA is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFA, evaluation, or award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, to or from any claim or from the jurisdiction of any court.

6.2 OWNERSHIP/ PERMISSION TO USE MATERIALS

All Applications submitted in response to this RFA become the property of Agency. By submitting an Application in response to this RFA, Applicant grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Application solely for the purpose of evaluating the Application, negotiating a Grant, if awarded to Applicant, or as otherwise needed to administer the RFA process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478).

6.3 CANCELLATION OF RFA; REJECTION OF APPLICATIONS; NO DAMAGES

Agency may reject any or all Applications in whole or in part, or may cancel this RFA at any time when the rejection or cancellation is in the best interest of the State or Agency, as determined by Agency. Neither the State nor Agency is liable to any Applicant for any loss or expense caused by or



resulting from the delay, suspension, or cancellation of the RFA, award, or rejection of any Application.

6.4 COST OF SUBMITTING AN APPLICATION

Applicant must pay all the costs in submitting its Application, including, but not limited to, the costs to prepare and submit the Application, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

SECTION 7: LIST OF ATTACHMENTS

ATTACHMENT A: SAMPLE GRANT AGREEMENT

ATTACHMENT B: BUDGET

ATTACHMENT C: BUREAU OF LABOR INFORMATION SHEET

ATTACHMENT D: REGIONAL MAP

ATTACHMENT E: APPLICATION CONTENTS AND CERTIFICATIONS

STATE OF OREGON GRANT AGREEMENT

Grant No. [XXXXX]

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 Senate Bill 1545 (2022), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The Future Ready Oregon Youth Programs Grant will deliver Workforce Readiness services to outof-school, unemployed and reengaged youth ages 14-24 in order to increase access, training, and placement for certain Priority Populations into sustainable, living-wage career opportunities.

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 June 1, 2022 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2023. All state general funds must be obligated no later than June 30, 2023, and extensions on usability of funds will not be possible.

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

[Name, Title] Youth Development Division (YDD) 255 Capitol St. NE, Salem, OR 97310-0203 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 YDD General Funds ("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 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, 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)
- **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 (YDD) functions under the direction and control of the Youth Development Council (YDC) and the YDD Director. The YDC provides direction to the YDD which then coordinates a unified and aligned system that provides services to school-age Youth aged 6 through 24.

Future Ready Oregon 2022 is aimed at realizing the full potential of Oregon's workforce and meeting the needs of Oregon's employers today and into the future, and advances Oregon's economic competitiveness and ensures equitable opportunities for a diverse workforce. In particular, Future Ready Oregon 2022 will advance opportunities for historically underserved communities, including adult learners, dislocated workers, and disconnected Youth. Investments emphasize recruitment, retention, and career advancement opportunities, while prioritizing key populations, including people of color, women, communities in poverty, rural communities, veterans, and Oregonians who are incarcerated and formerly incarcerated.

Future Ready Oregon was passed in the 2022 Legislative Session (Senate Bill 1545), and invests \$200 million in this workforce initiative. SB 1545 calls for the Youth Development Division to administer grants to deliver Workforce Readiness services to out-of-school or unemployed Youth and young adults of certain Priority Populations between 14 years of age and 24 years of age. These Future Ready Oregon Youth Programs grants provide work readiness training, employment placement, and paid work experience opportunities to Youth 14-24 who are not in school, not employed, or are reengaging in education via a Reengagement Program.

The goals of the Future Ready Oregon Youth Programs grants are to:

- Support efforts to reduce disparities in educational and workforce success
- Reduce Youth disconnection from school and/or work
- Remove barriers to workforce training and placement opportunities for Youth
- Encourage multi-sector collaboration to improve outcomes for Youth, and
- Increase Youth and employer knowledge of Youth employee rights, safety, and workplace laws

SECTION II. DEFINITIONS

- Essential Employability Skills: The essential skills that are required for employment, such as interviewing, Soft Skill development, appropriate workplace behavior, and other elements necessary for successfully obtaining and maintaining employment.
- Industry-Recognized Credential: A certification or credential earned via specialized training that is accepted by a workplace, profession or industry as evidence of sufficient skill for employment,

qualifies an individual to attain employment, and/or confers an advantage to be considered for employment within that field.

- Job Coaching: Coaching, mentoring, and guidance provided to Youth and employers in order to facilitate appropriate Job Placement for Youth and ensure continued success in the workplace.
- Job Placement: Assisting Youth in acquiring employment in a non-subsidized job, including application assistance, interview preparation, and orientation support.
- Paid Work Experience: A subsidized paid work opportunity provided by a training organization for the purpose of training Youth and developing Youth employment readiness and skills. Paid Work Experiences are wage-based employment, and subject to all Youth employment laws and regulations.
- Pre-Apprenticeship: A program registered with the Oregon Bureau of Labor and Industries designed to help prepare individuals to succeed in an apprenticeship program.
- Priority Population: Refers to (a) Communities of color; (b) Women; (c) Low-income communities; (d) Rural and frontier communities; (e) Veterans; (f) Persons with disabilities; (g) Incarcerated and formerly incarcerated individuals; (h) Members of Oregon's nine federally recognized Indian tribes; (i) Individuals who disproportionately experience discrimination in employment on the basis of age; and (j) Individuals who identify as members of the LGBTQ+ community.
- Registered Apprenticeship: A program registered with the Oregon Bureau of Labor and Industries designed to provide on-the-job training and classroom instruction.
- Soft Skill Development: Developing the interpersonal skills and other non-technical skills necessary to be successful in work, e.g. leadership skills, teamwork, communication skills, flexibility and adaptability, resolving conflicts, work ethic, etc.
- State: The state of Oregon.
- Statement of Work: Identifies the activities, outcomes, deliverables, funding, and other details of the work to be performed under this grant.
- Workforce Readiness: Services and strategies used to provide Youth with the knowledge, skills, and abilities required to engage and succeed in the workplace.
- Youth: For purposes of this grant, a Youth is defined as any person between the ages of 14 and 24.

SECTION III. PROJECT ACTIVITIES 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 Statement of Work detailing activities, outcomes, budget, and other information relevant to the scope of work. The final Statement of Work will be incorporated into the Grant Agreement. Grantee shall implement Project in accordance with the approved Statement of Work and the requirements of this Exhibit A.

Grantee may only modify the Statement of Work with Agency'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.

Grantee shall deliver Project activities identified and as described in the Statement of Work. The Project activities described in the statement of work must include elements of Item 1 below, and elements of 2, 3 or 4, based on the Core Training Activity identified in the application:

1) Essential Employability Skills Training

- Soft Skill Development
- Communication skills
- Time management skills
- Resume writing
- Training on workplace norms and expectations, as well as employee rights and responsibilities
- Career exploration, mentoring or counseling

2) Paid Work Experiences for participants

• Subsidized paid work experiences provided by an organization for the purpose of training youth in a particular field. All youth must receive at least hourly minimum wage for paid work experiences.

3) Specialized training that results in an industry/employer recognized credential

- Registered apprenticeships/pre-apprenticeships
- Training that leads to state or federally recognized industry credentials

4) Job Placement and Job Coaching for participants

- Placement into unsubsidized work opportunities
- Application assistance
- Interview preparation and practice
- Ongoing support and mentorship provided to youth beginning at orientation and continuing throughout work experience

The Project Budget includes the categories of allowable costs and the amount of Grant Funds per category, as listed below:

Direct Services	
Budget Category	Allocation Amount
Personnel	[\$0.00]
Operating	[\$0.00]
Supplies & Materials	[\$0.00]

ODE GRANT #[XXXXX] – [Grant title]

Equipment	[\$0.00]	
Travel & Transportation	[\$0.00]	
Professional Development & Training	[\$0.00]	
Subrecipients and Subcontractors		

Wages, Incentives, and other Direct Payments to Youth	[\$0.00]
Subcontracts and Subgrants to Service Providers	[\$0.00]
Direct Services Total:	[\$0.00]

Grantee Administrative Costs	[\$0.00]	
Note: Administrative Costs may not exceed 15% of the total budget or your Federally Negotiated Indirect Rate, whichever is more. Documentation of current Federally-approved indirect rate will be required for approval of budget with indirect/administrative rate in excess of 15%.		

Indirect/Administrative Costs. Grantee may be reimbursed for administrative costs, including indirect 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 shown in the Project budget included in this Exhibit A (the "Budget") by up to and including 5% without the prior consent of Agency's Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item in the Budget by more than 5% 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 adjustments that result in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

SECTION IV. ALLOWABLE COSTS

"Allowable Costs" are the activities associated with Grantee's approved Statement of Work. Allowable Costs do not include any of the following:

- 1) Capital Purchases: vehicles, real estate, or other items with an individual purchase price of \$5,000 or more per item.
- 2) Any activity or use prohibited by state law or rule or local ordinance;
- 3) If the funds are federal funds, any activity or use prohibited by federal law or regulation;
- 4) Campaigning for office or campaigning on behalf of a person who is running for office or who is currently in office;
- 5) Religious instruction or recruitment
- 6) Any activity or use that falls outside of the scope of work described within any grant agreement pursuant to which the funds were distributed.

SECTION V. 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: <u>http://wave.webaim.org/extension/</u>
- 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: <u>http://webaim.org/techniques/acrobat/</u>
- Word files must comply with: <u>http://webaim.org/techniques/word/</u>
- PPT files must comply with: <u>http://webaim.org/techniques/powerpoint/</u>
- Excel files must comply with: <u>https://webaim.org/techniques/excel/</u>

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 VI. PROJECT MONITORING

Grantee shall meet Agency reporting requirements as specified in Section VII of this Exhibit A, including implementation of processes to gather the required data elements.

Grantee shall participate in communication and collaboration including but not limited to:

- Participation in quarterly program monitoring, which may include site visit, virtual conference, or other means;
- Provide 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.

Grantee will participate in and assist with monitoring visits 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 Program Youth and staff, and review of Program records.

SECTION VII. REPORTING REQUIREMENTS

Grantee shall monitor, track, and verify individual participant information including, but not limited to: demographic information as specified by the Youth Development Division; the number of Youth who have registered/completed a Youth workforce program; data on Job Placement rates; and any other information as specified by the Youth Development Division.

Grantee will 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 during the respective quarters.
- Quarterly Data Report: captures information such as demographic and output data (individual level and aggregate level, as needed). Programs are required to report on participant demographics, as well outcomes related to the Core Activity provided under this grant: training participation and completion, job placement, job retention, work experience participation and completion, and credential type earned.
- Quarterly Expenditure Report summarizes the Project's quarterly expenses. Programs will be required to report on funds subcontracted to partners, as well as direct payments to youth (incentives, wages, and other direct individual support services).

The Grantee shall submit the Reports on a quarterly basis to Agency's Grant Manager on the following dates, or on the dates agreed upon by Grantee and Agency Grant Manager during negotiation and Statement of Work development:

Quarter	Reporting Period	Report Due Date
Q1	July 1, 2022 – September 30, 2022	By October 31, 2022

ODE GRANT #[XXXXX] – [Grant title]

Q2	October 1, 2022 – December 31, 2022	By January 30, 2022
Q3	January 1, 2022 – March 31, 2022	By April 28, 2022
Q4	April 1, 2022- June 30, 2022	Within 30 days of Grant expiration date, or the date designated by Agency for report submission

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.

Reports. The Grantee Shall submit report detailing individual-level participant data using methodology prescribed by Agency; includes capturing intake information for Youth and delivering participant information via the secure method the Agency determines within 30 days of the end of Quarter 8, or the date designated by Agency for report submission.

SECTION VIII. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred monthly basis upon receipt of Grantee's request(s) for disbursement.

With each request for disbursement, Grantee must submit an expenditure report via email to Agency's Grant Manager identified in Section 4.

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, nonowned, 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

ODE GRANT #[XXXXX] – [Grant title]

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide continuous claims made coverage as stated below.

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.

POLLUTION LIABILITY

□ Required ⊠ Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

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 \$150,000 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 \$150,000.

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: <u>ode.insurance@ode.state.or.us</u> 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.

2022-23 Future Ready Oregon Youth Programs Grant Sample Budget

Grant Budget FY 2022-23

Organization	
Program	

Direct Services		
Budget Categ	ory	Allocation Amount
Personnel		\$0.00
Operating		\$0.00
Supplies & Materials		\$0.00
Equipment		\$0.00
Travel & Transportation		\$0.00
Professional Development & Training		\$0.00
Subrecipients and Subcontractors		
Wages, Incentives, and other Direct Payments to Youth		\$0.00
Subcontracts and Subgrants to Service Providers		\$0.00
	Direct Services Total:	\$0.00

Grantee Administrative Costs	\$0.00	#DIV/0!
Note: Administrative Costs may not exceed 15% of the total budget or your Federally Negotiated Indirect Rate, whichever is more. Documentation of current Federally-approved indirect rate will be required for approval of budget with indirect/administrative rate in excess of 15%.		

TOTAL BUDGET	\$0.00
TOTAL BODGET	φ0.00



Future Ready Oregon Youth Program Grants

All Youth Development Division (YDD) Future Ready Oregon Youth Program grants are subject to Oregon Bureau of Labor and Industries (BOLI) requirements and employment law. The following resources will guide you in ensuring that your program meets all requirements.

Employing Minors

All programs funded by a YDD Future Ready Oregon Youth Program grant that intend to employ minors (any youth under 18 years of age) must have a certificate issued by BOLI. Employers may apply online <u>here</u>, or email <u>Child.Labor@boli.oregon.gov</u> to request a printed copy of the application by mail.

Programs that intend to employ minors with funding from a Future Ready Oregon Youth Program grant must upload and submit this certificate, or proof of having applied, via Survey Monkey Apply as part of the grant application. Organizations that are unable to obtain this certificate will not be eligible to employ minors.

For further information on employing minors, please consult BOLI's information for employers.

Paid Work Experience

Minimum Wage

All youth employed by programs funded by a YDD Future Ready Youth Program grant must be paid at least minimum wage. Oregon's minimum wage varies based on region. As of July 1, 2022, minimum wage is the following:

- Portland metro: \$14.75 per hour
- Standard: \$13.50 per hour
- Non-urban: \$12.50 per hour

Please check this <u>interactive map</u> on applicable minimum wage or consult with BOLI if you have questions.

Please note that for this grant, stipends, incentives or other non-wage payments are only allowable for participation in and completion of essential employability skills and industry-recognized credential training programs. All paid work experiences must be paid an hourly minimum wage, and programs must adhere to all state wage and hour laws.

Registered Apprenticeships

Apprenticeships give workers high-quality on-the-job training and classroom instruction. Apprenticeships must be registered with Oregon BOLI. For information on finding or creating registered apprenticeships, click <u>here</u>.

Pre-Apprenticeships

Pre-apprenticeships help to prepare learners to succeed in an apprenticeship program. Preapprenticeships must be registered with Oregon BOLI. For information on finding or creating preapprenticeship programs, click <u>here</u>.

Know Your Rights

All individuals should know their rights in the workplace. Youth participating in work experiences supported by the Future Ready Oregon Youth Program grants should receive education and training on these rights. For information about workers' rights in Oregon, click <u>here</u>.

Contacting BOLI

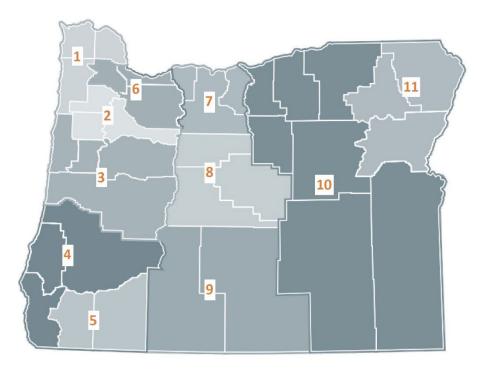
To speak with a representative at Oregon BOLI about rights, responsibilities, or requirements related to the workplace, you may email <u>ta.email.@boli.oregon.gov</u> or call 971-361-8400.



ATTACHMENT D

Regional Map

In order to maintain a minimum geographic distribution of grant funding across Oregon, Agency will use the Regional Solutions Center Locations map to assign an Applicant to one (1) of the eleven (11) geographic regions identified below.



- 1. North Coast Region: Clatsop, Columbia, and Tillamook Counties
- 2. Mid-Valley Region: Marion, Polk, and Yamhill Counties
- 3. South Valley / Mid Coast Region: Benton, Lane, Lincoln, and Linn Counties
- 4. South Coast Region: Coos, Curry, and Douglas Counties
- 5. Southern Oregon Region: Jackson and Josephine Counties
- 6. Metro Region: Clackamas, Multnomah, and Washington Counties
- 7. North Central Region: Hood River, Sherman, and Wasco Counties
- 8. Central Oregon Region: Crook, Deschutes, and Jefferson Counties
- 9. South Central Region: Klamath and Lake Counties
- 10. Greater Eastern Oregon Region: Gilliam, Grant, Harney, Malheur, Morrow, Umatilla, and Wheeler Counties
- 11. Northeast Oregon Region: Baker, Union, and Wallowa Counties



APPLICATION CONTENTS & CERTIFICATIONS

*Note: this document contains the application elements that will be completed within SM Apply as part of the grant application. The following is a sample for review of requirements and is solely for reference purposes.

PAGE 1 - Applicant Information

Legal Name of Applying Organization

Alternate Business Name/DBA of Applying Organization (if applicable)

Unique Entity Identification Number (UEID #)

Applicant Organization Business Address

Mailing Address: City: State: Zip Code:

Applicant Organization Service Address (if different)

Physical Address: City: State: Zip Code:

Are proposed services only taking place in the one County selected in the previous question?

- □ Yes
- 🗆 No

Select the counties, from top to bottom, where all proposed program services for this grant application will take place.

Note: For applications to be considered in a different region from an Applicant's business address, the Applicant may submit supporting documentation to the SPC for Agency review and consideration for placement into a different region. Applicant must submit the request to change region no later than August 7, 2022 as outlined in section 4.3.2 in the RFA.



Baker County	Harney County	Morrow County
Benton County	Hood River County	Multnomah County
Clackamas County	Jackson County	Polk County
Clatsop County	Jefferson County	Sherman County
Columbia County	Josephine County	Tillamook County
Coos County	Klamath County	Umatilla County
Crook County	Lake County	Union County
Curry County	Lane County	Wallowa County
Deschutes County	Lincoln County	Wasco County
Douglas County	Linn County	Washington County
Gilliam County	Malheur County	Wheeler County
Grant County	Marion County	Yamhill County

Executive Director Contact Information

Name: Ph. Number: Email:

Grant Program Manager Contact Information

Name: Ph. Number: Email:

Fiscal Manager Contact Information

Name: Ph. Number: Email:

Primary Contact for the Application

Name: Ph. Number: Email:

Page 2 - Additional Funding

The following information is not part of the evaluation of the grant application, but is collected for reporting and coordination purposes.

Page 2 of 7



Is this organization applying for and/or has it received other Future Ready Oregon funding from HECC or BOLI?

If yes, please indicate which grant or funding.

Is this organization a recipient of any current Youth Development Division grants or funding for the 2021-2023 biennium?

If yes, please indicate which grant or funding.

Page 3 - Future Ready Oregon Youth Grant Application

Evaluation Item 1: Priority Populations Served (select all that will be served, 40 points awarded if one or more selected)

Check the boxes for those Priority Populations you intend to serve.

- □ Communities of Color
- □ Women
- □ Low-income communities
- □ Rural and frontier communities
- □ Veterans
- □ Person with disabilities
- □ Incarcerated and formerly incarcerated individuals
- □ Members of Oregon's nine federally recognized Indian tribes
- Individuals who disproportionately experience discrimination in employment on the basis of age
- □ Individuals who identify as members of the LGBTQ+ community

Other Populations Served

(Not Scored - for Reporting Purposes Only) Check the boxes for those Priority Populations you intend to serve.

- □ Youth Experiencing Homelessness
- □ Youth currently in the Foster Care system
- Youth previously in the Foster Care system
 (including youth who have aged out of that system and/or enrolled in an Independent Living Program)



Evaluation Item 2: Essential Employability Skills Training (200-word limit, 100 points)

- Describe the Essential Employability Skills Training services and activities provided by your proposed program. If the program is utilizing a specific Essential Employability Skills or workplace readiness curriculum, please identify it. Curriculum with demonstrated industry or employer involvement in its creation and/or delivery is preferred.
- Identify how your proposed services and activities will address the needs of the Priority
 Population(s) served, with attention to barriers and disparities described in Evaluation Item 1.
- Indicate if these services and activities are based on or aligned with promising practices, evidence-based practices, and/or cultural practices, or otherwise designed for the Priority Populations served.
- □ How does the program ensure safe, affirming, and inclusive spaces for all participants?

Evaluation Item 3: Core Hands-on/Experiential Program Activity (300-word limit, 100 points)

Select one from the drop down menu.

- 3a. Paid Work Experiences
- 3b. Job Placement and Coaching
- 3c. Industry Recognized Credential

Evaluation Item 3a: Paid Work Experiences (300-word limit, 100 points)

- Describe the Paid Work Experience provided by your proposed program in detail. You must also describe expected outcomes associated with the performance of the proposed program, including number of youth served, work experiences provided, and duration of work experience or job retention goals.
- Describe how job coaches work with youth and supervisors to ensure successful work experiences.
- How are employers/worksites identified, recruited, prepared and supported? Established partnerships with employers and/or the Local Workforce Board are preferred.
- How do these services address the needs of the Priority Population(s) served, remove barriers and support their success?
- You must also describe expected outcomes associated with the performance of the proposed program.



Evaluation Item 3b: Job Placement and Coaching (300-word limit, 100 points)

- Describe the Job Placement and coaching provided by your proposed program in detail.
- Describe how job sites are identified or developed for youth.
- Describe the employment coaching services provided by your proposed program. How will job coaches work with youth and employers to support successful placement and retention, and create youth-ready workplaces?
- How do these services address the needs of the Priority Population(s) served, remove barriers and support their success?
- You must also describe expected outcomes associated with the performance of the proposed program, including number of youth served, work experiences provided and/or Job Placements made, and duration of work experience or job retention goals.
- Established partnerships and experience with job development and supported Job Placement are preferred.

Evaluation Item 3c: Industry Recognized Credential (300-word limit, 100 points)

- Provide evidence that the certificate or credential offered by the program are recognized by employers and can lead directly to high-quality jobs in the community served.
- What hands-on/experiential worksite-based experiences will youth participate in as part of the training that leads to this credential?
- How will this credential program address the needs of the Priority Population(s) served, remove barriers and support their success? Identify any direct support services, incentives or other payments that will be provided to address financial needs of participants and ensure retention for the duration of training.
- You must also describe expected outcomes associated with the performance of the proposed program.
- Credential programs that expand access to a youth population that has not traditionally or historically been well-represented within the proposed employment sector, or that expand sector employment within a community, are preferred.

Evaluation Item 4: Partnerships (250-word limit, 80 points)

- Describe the role partner organizations play in program activities and service delivery.
- □ How do the identified partners contribute to the program's ability to identify, engage, and/or serve youth?
- □ If Applicant is a school, district, ESD, city or county government, response must demonstrate evidence of partnership with community-based organization(s) or employer(s) that will provide work readiness training, credential programs, work experience, and/or employment opportunities.



Partnerships that include local workforce development boards, private sector employment, the justice system, the foster care system, and/or programs or systems serving youth experiencing homelessness are preferred.

Evaluation Item 5: Organization Description and Capacity (250-word limit, 80 points)

- Briefly describe your organization and explain its experience and effectiveness in serving youth with workforce training programs. Demonstrable experience and success in delivering the type of program proposed is preferred.
- Provide evidence of capacity to deliver the proposed program. Indicate if your organization has been a past YDD grant recipient or partner and indicate previous success delivering services under a YDD grant.
- □ How are staff and partners particularly individuals providing direct service reflective of the youth and/or community served? What lived experience, qualities and/or training give them the ability to work effectively with the population served?
- □ What role do youth, families and the community play in the design, decision making, and evaluation of program services?

Page 4 – Title, Budget, Summary

Application Title

Provide a title for your proposed grant application. Limit title to no more than 8 words.

Amount Requested

Enter the total amount of grant funding requested for the proposed project. The maximum award for this grant is \$150,000.

Executive Summary (Limit 50 words)

Provide a brief paragraph summarizing your proposed program, suitable for use in YDD publications and reports to the legislature.

Page 5 - Certification and Authorization

Grant Agreement

Select from the choices below, to confirm review of the sample grant agreement.

• I have reviewed the sample grant agreement and the applicant will be able to abide by all of the terms and conditions if awarded a grant.



 I have reviewed the sample grant agreement and plan to request changes or exceptions to the standard provisions of the grant agreement

*NOTE: Any changes will require review and approval prior to acceptance, and applicants should note that requested changes may not be permitted.

Certifications

Please review and confirm all of the certifications below.

All are required in order for your application to be submitted.

- □ 1. If awarded a Grant, Applicant agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Grant.
- Applicant does not discriminate in its employment practices, vendor selection, subcontracting, or service delivery with regard to race, ethnicity, religion, age, political affiliation, gender, disability, sexual orientation, national origin or citizenship status.
- 3. Applicant certifies that, to the best of its knowledge, this application does not generate an actual or potential conflict of interest under ORS 244.040, wherein an elected or appointed official, employee or volunteer at all levels of state and local government (or a relative or member of their household) would benefit financially from decisions pertaining to the use of these grant funds. If any actual or potential conflict of interest were to arise, the Applicant will promptly notify the State in writing.
- □ 4. Applicant certifies it will comply with the Pay Equity law, ORS 652.220, if applicable.
- 5. Applicant certifies that, to the best of its knowledge, all contents of the Application (including any submitted documentation) and these certifications are truthful and accurate.

By completing the information below, I certify that the applying organization leadership, board, and or governing body has authorized me to submit this Grant Application.

Name of Authorized Representative Title of Authorized Representative