

**TITLE II FORMULA GRANT - CFDA # 10.540
GRANT AWARD, CONDITIONS AND CERTIFICATIONS**

PROJECT TITLE: Gang Impacted Family Team	GRANT NO:	FG2011-Gang 186010
GRANTEE: City of Portland, Office of Youth Violence Prevention	AWARD:	\$47,188.80
ADDRESS: 1221 SW 4 th Ave, Suite #340 Portland, OR 97204	AWARD PERIOD:	06/01/13 thru 05/31/14
PROGRAM CONTACT: Antoinette Edwards, Director 449 NE Emerson Portland, OR 97214	TELEPHONE:	(503) 823-3584
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FISCAL CONTACT: Kristin Johnson 1120 SW 5 th Avenue, Room 1250 Portland, OR 97204	TELEPHONE:	(503) 823-5707
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APPROVED PROJECT BUDGET

REVENUE

Federal Title II Formula Grant Funds	\$47,188.80
Matching Funds	\$8,498.48

TOTAL REVENUE: \$55,687.28

EXPENDITURES

Personnel and Fringe Benefits	\$49,324.80
Travel/Training/Conferences	\$0
Equipment	\$0
Supplies	\$0
Contractual Services	\$0
Grant Administration / Indirect	\$5,062.48
Other Costs	\$1,300

TOTAL EXPENDITURES: \$55,687.28

This document along with the attached terms and conditions, the grant application, and any other document referenced, constitutes an agreement between the Youth Development Council (YDC) and the Grantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Grantee and YDC. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to YDC.

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Grantee agrees that grant funds will be expended in accordance with the Office of Justice Programs (OJP) and Office of Budget and Management guidelines, including OMB Circulars A-87 and A-122 and the OJP Financial Guide.
- B. The Grantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by YDC to modify the program or budget. YDC may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by YDC. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- C. The Grantee agrees that grant dollars may be moved between approved budget categories up to ten percent of the total grant amount provided there is no change in project scope and grant funds for administration do not exceed five percent. The YDC must provide prior written approval before cumulative changes exceed ten percent.
- D. The Grantee agrees that the following statement shall be included in all reports, contract procurement documents, and subcontracts funded in whole, or in part, with this grant:
- “This project is supported by a Title II Formula Grant awarded by the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention to the State of Youth Development Council.”
- E. Federal Fund Accountability and Transparency Act.
Grantees receiving federal funding with a total value of \$25,000 or more over the life of the award are required to register in the Central Contractor Registration (CCR) system and have a Data Universal Numbering System (DUNS) number. Grantee may not sub-grant to a provider in excess of \$25,000 unless the provider is registered in the Central Contractor Registration (CCR) system.
- F. Maintenance, Retention and Access to Records; Audits.
1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the March 2005 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Comptroller and apprise itself of all rules and regulations set forth.
 2. Access to Records. YDC, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
 3. Audits. If Grantee *expends* \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to YDC within 30 days of completion. If Grantee *expends* less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.
 4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not *expend* \$500,000 or more in Federal funds in its fiscal year, but

shall not be charged to the grant.

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G. Funding.

1. Matching Funds. **The Grantee acknowledges by accepting grant funds that all reported program match is in the form of a cash match and not in-kind or other federal funds.** The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for Formula grant funded programs during the grant period to support the goals, objectives and activities as identified in the grant application. Match funds cannot be used to support activities that are not concurrently supported by Formula grant funds. The Grantee certifies that match funds required to pay the non-Federal portion of the program shall be in addition to funds that would otherwise be made available to fund programs within the Formula grant guidelines.
2. Supplanting. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Grantee to fund programs consistent with Formula grant guidelines.

H. Reports. **Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.**

1. Progress Reports. The Grantee agrees to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives. Reports must be received **no later than 45 days following the end of each calendar quarter. Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from YDC to extend a progress report requirement past its due date.
2. Financial Reimbursement Reports.
 - a. In order to receive reimbursement, the Grantee agrees to submit the original signed Request for Reimbursement (RFR). Supporting documentation to substantiate claimed expenses must accompany the RFR and a copy kept on file at the program's office for a minimum of 3 years after the close of the grant period. RFRs must be received **no later than 45 days following the end of the calendar quarter.** Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from YDC to extend an RFR requirement past its due date.
 - b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
 - c. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before **June 1, 2013 or after May 31, 2014.**
 - d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. YDC shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Data for Performance Measurement. Grantee shall use the Juvenile Crime Prevention (JCP) risk tools, including the Risk Assessment instrument and required forms for parental consent and youth assent, for all youth receiving direct services supported with this grant. The Risk Screen Assessment will be administered at the beginning of program service and at six month intervals, or the end of service (whichever is first), The grantee shall enter the collected data in the online JCP Data Manager or the appropriate area of the Juvenile Justice Information System (JJIS).

The grantee shall collect and report data for the specific federal performance measures identified in Attachment A. Data for certain youth outcomes (federal Long Term measures) shall also be collected by

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understood that the Grantee will collect and report Long Term after funds from this grant are expended.

- I. Audit Reports. Grantee shall provide YDC copies of all audit reports pertaining to this Grant Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.
- J. Indemnification. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and YDC, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, Youth Development Council, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, Youth Development Council, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

- K. Copyright and Patents.
1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the YDC and the Office of Justice Programs reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.
 2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify YDC. The YDC will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.
- L. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- M. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.**
- N. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- O. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

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Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).

- Q. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- R. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Standard Assurances and Certifications Regarding Lobbying. The Anti-Lobbying Act, 18 U.S.C. § 1913, was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352. The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, all applicants must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval of the U.S. Department of Justice. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.
- C. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and YDC in the performance of this agreement, including but not limited to:
1. Financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
 2. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 3. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 4. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 5. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
 6. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 7. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 8. Clean Air Act, 42 USC 7401 et seq.
 9. Clean Water Act, 33 USC 1368 et seq.
 10. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 11. Safe Drinking Water Act of 1974, 42 USC 300f et seq.

13. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
14. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
15. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
16. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
17. Indian Self-Determination Act, 25 USC 450f.
18. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
19. Animal Welfare Act of 1970, 7 USC 2131 et seq.
20. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
21. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Youth Development Council (YDC). YDC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

The Grantee agrees that the person in its agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit a copy of any findings made within the last three years prior to the grant award and findings made during the project period to the federal Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Grantee must maintain a current copy on file which meets the applicable requirements.

- G. Services to Limited English Proficient (LEP) Persons. Recipients of federal financial assistance are required to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that grantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.
- H. National Environmental Policy Act (NEPA): Special Condition for U.S. Department of Justice Grant Programs.
1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
 - a. new construction;
 - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
 - c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office of Juvenile Justice and Delinquency Prevention, agrees to cooperate with the Office of Juvenile Justice and Delinquency Prevention in any preparation by the Office of Juvenile Justice and Delinquency Prevention of a national or program environmental assessment of that funded program or activity.
- I. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).

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4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace.

III. Suspension or Termination of Funding

The Youth Development Council may suspend funding in whole or in part, terminate funding, or impose another sanction on a Formula Grant recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Formula Grant guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the application.
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline.

Before imposing sanctions, the Youth Development Council will provide reasonable notice to the Grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

- A. Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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Iris Bell, Executive Director
Youth Development Council
775 Court ST NE
Salem, OR 97301
(503) 378-6250

Date

Signature of Authorized Grantee Official

Date

Name/Title

Federal Performance Measures
Formula Grant Program Area 12 – Gangs

The Grantee will collect and report data for the following measures in quarterly progress and final reports.

Data for certain youth outcomes (Long Term) must also be collected and reported again six months to one year following program completion by the youth.

#	OUTPUT MEASURE	DEFINITION	REPORTING FORMAT
4	Number of program materials developed	The number of program materials that were developed during the reporting period. Include only substantive materials such as program overviews, client workbooks, lists of local service providers. Do not include program advertisements or administrative forms such as sign-in sheets or client tracking forms. Count the number of pieces developed. Program records are the preferred data source.	A. Number of program materials developed
7	Number of planning activities conducted	The number of planning activities undertaken during the reporting period. Planning activities include meetings held, needs assessments undertaken.	A. Number of planning activities undertaken
11	Number of program youth served	An unduplicated count of the number of youth served by the program during the reporting period. Definition of the number of youth served for a reporting period is the number of program youth carried over from previous reporting period, plus new admissions during the reporting period. In calculating the 3-year summary, the total number of youth served is the number of participants carried over from the year previous to the first fiscal year, plus all new admissions during the 3 reporting fiscal years. Program records are the preferred data source.	A. Number of program youth carried over from the previous reporting period, plus new admissions during the reporting period

#	OUTCOME MEASURE	DEFINITION	REPORTING FORMAT	REPORTING TERM	
				SHORT	LONG
12	Number and percent of program youth who OFFEND during the reporting period (short term)	The number and percent of participating program youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for arrests or offenses. Ideally this number should be all youth served by the program during this reporting period. Ex. If I am serving 100 youth in my program, A would be 100. If I am following up with 50 of them, B would be 50. Of these 50 program youth I'm tracking, if 25 of them were arrested or had a delinquent offense during this reporting period, then C would be 25.	A. Total number of program youth served B. Number of program youth tracked during this reporting period C. Of B, the number of program youth who had a new arrest or delinquent offense during this reporting period D. Number of program youth who were recommitted to a juvenile facility during this reporting period E. Number of program youth who were sentenced to adult prison during this reporting period F. Number of youth who received another sentence during this reporting period G. Percent OFFENDING (C/B)	X	
14	Number and percent of program youth who RE-OFFEND (short term)	The number and percent of participating program youth who were arrested or seen at a juvenile court for a new delinquent offense during the reporting period. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for new arrests or offenses. Ideally this number should be all youth served by the program during this reporting period. Ex. If I am serving 100 youth in my program, A would be 100. If I am following up with 50 of them, B would be 50. Of these 50 program youth I'm tracking, if 25 of them were arrested or had a delinquent offense during this reporting period, then C would be 25.	A. Total number of program youth served B. Of A, the number of program youth who had a new arrest or delinquent offense during this reporting period C. Number of program youth who were recommitted to a juvenile facility during this reporting period D. Number of program youth who were sentenced to adult prison during this reporting period E. Number of youth who received another sentence during this reporting period F. Percent of Long Term RECIDIVISM (B/A)	X	

#	OUTCOME MEASURE	DEFINITION	REPORTING FORMAT	REPORTING TERM	
				SHORT	LONG
18a	Substance use (short term)	The number and percent of program youth who have exhibited a decrease in substance use during the reporting period. Self-report or staff ratings are most likely data sources.	A. Number of program youth served during the program period with the noted behavioral change B. Number of youth in the program who received services for this behavior. C. Percent (A/B)	1860	10
18b	School attendance (short term)	The number of program youth who have exhibited an increase in school attendance during the reporting period. Self-report or staff ratings are most likely data sources.	A. Number of program youth served during the program period with the noted behavioral change B. Number of youth in the program who received services for this behavior. C. Percent (A/B)	X	
18c	Employment status (short term)	The number of program youth who have exhibited an improvement in employment status during the reporting period. Self-report or staff ratings are most likely data sources.	A. Number of program youth served during the program period with the noted behavioral change B. Number of youth in the program who received services for this behavior. C. Percent (A/B)	X	
18d	Family relationships (short term)	Number and percent of program youth who exhibited an improvement in family relationships during the reporting period. Self-report, staff ratings are most likely data sources.	A. Number of program youth served during the program period with the noted behavioral change B. Number of youth in the program who received services for this behavior. C. Percent (A/B)	X	
19	Number and percent of program youth committed to correctional facility (short term)	The number and percent of program youth who have been ordered to a correctional facility. Include youth mandated to any secure residential facility including juvenile correctional and adult corrections facilities. Official records are the preferred data source.	A. Number of program youth enrolled in a correctional facility B. Number of youth in program C. Percent (A/B)	X	
21	Number and percent of youth completing program, service, or activity requirements (short term)	The number and percent of program youth who have successfully fulfilled all program, service, or activity requirements. Program obligations will vary by program, but should be a predefined list of requirements or obligations that clients must meet prior to program completion. Program records are the preferred data source.	A. Number of program youth who exited the program having completed the program requirements B. Total number of youth who exited the program during the reporting period (both successfully and unsuccessfully) C. Percent (A/B)	X	
13	Number and percent of program youth who OFFEND during the reporting period (long term)	The number and percent of participating program youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for arrests or offenses 6-12 months after exiting the program. Ex. I have a lot of youth who exited my program 6-12 months ago, but we are only tracking 100 of them, so A is 100. Of these 100 program youth that exited the program 6-12 months ago 65 had a new arrest or delinquent offense during this reporting period, so B is 65.	A. Number of program youth who exited the program 6-12 months ago that you are tracking B. Of A, the number of program youth who had a new arrest or delinquent offense during this reporting period C. Number of program youth who were recommitted to a juvenile facility during this reporting period D. Number of program youth who were sentenced to adult prison during this reporting period E. Number of youth who received another sentence during this reporting period F. Percent of Long Term RECIDIVISM (B/A)		X
15	Number and percent of program youth who RE-OFFEND (long term)	The number and percent of participating program youth who were arrested or seen at a juvenile court for a new delinquent offense during the reporting period. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for new arrests or offenses 6-12 months	A. Number of program youth who exited the program 6-12 months ago that you are tracking B. Of A, the number of program youth who had a new arrest or delinquent offense during this reporting period C. Number of program youth who were recommitted to a juvenile facility during		X

#	OUTCOME MEASURE	DEFINITION	REPORTING FORMAT	REPORTING TERM	
				SHORT	LONG
		after exiting the program. Ex. I have a lot of youth who exited my program 6-12 months ago, but we are only tracking 100 of them, so A is 100. Of these 100 program youth that exited the program 6-12 months ago 65 had a new arrest or delinquent offense during this reporting period, so B is 65.	this reporting period D. Number of program youth who were sentenced to adult prison during this reporting period E. Number of youth who received another sentence during this reporting period F. Percent of Long Term RECIDIVISM (B/A)	1860	10
18a	Substance use (long term)	Number and percent of program youth who exhibited a decrease in substance use 6 months to 1 year after exiting the program.	A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Number of youth who exited the program 6-12 months earlier and received services for this behavior C. Percent (A/B)		X
18b	School attendance (long term)	Number and percent of program youth who exhibited an increase in school attendance 6 months to 1 year after exiting the program.	A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Number of youth who exited the program 6-12 months earlier and received services for this behavior C. Percent (A/B)		X
18c	Employment status (long term)	Number and percent of program youth who exhibited an improvement in employment status 6 months to 1 year after exiting the program.	A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Number of youth who exited the program 6-12 months earlier and received services for this behavior C. Percent (A/B)		X
18d	Family relationships (long term)	Number and percent of program youth who exhibited an improvement in family relationships 6 months to 1 year after exiting the program.	A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Number of youth who exited the program 6-12 months earlier and received services for this behavior C. Percent (A/B)		X
20	Number and percent of program youth committed to correctional facility (long term)	The number and percent of program youth who have been ordered to a correctional facility. Include youth mandated to any secure residential facility including juvenile correctional and adult corrections facilities. Official records are the preferred data source.	A. Number of program youth enrolled in a correctional facility B. Number of youth in program C. Percent (A/B)		X