

January 4, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Revenue Grant Agreement from Oregon Department of Early Learning and Care for Clackamas Early Learning Hub programming. Agreement value is \$1,787,264 for 2 years. Funding through the State of Oregon. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	BCC Issues: 1/3/2024		
<b>Performance Clackamas</b>	1. Ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Jessica Duke	<b>Contact Phone</b>	971-291-8569

**EXECUTIVE SUMMARY:** The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of a Revenue Grant Agreement from Oregon Department of Early Learning and Care (DELIC) for the continuation of Clackamas Early Learning Hub programming. CFCC functions as the Clackamas Early Learning Hub coordinating body that identifies early learning resources and services to children 0-6 and their families to help align resources in order to achieve outcomes related to kindergarten readiness, stable and attached families and system coordination. The Early Learning Hub partners with Head Start, Early Head Start, Clackamas Education Service District, Clackamas Workforce Partnership, CCOs serving Clackamas County, Community-Based Organizations, and Preschool Providers.

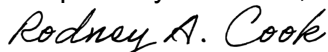
In the last fiscal year:

- (22-23) 135 individuals were supported by a family resource coordinator in the final phase of that program (ended June 2023).
- (22-23) Families attending kindergarten readiness programming indicated a 29% increase in how prepared they felt for their child to enter kindergarten.

Currently, 166 children are currently enrolled in Preschool Promise.

Agreement value is \$1,787,264 for 2 years for services from October 1, 2023 through September 30, 2025.

**RECOMMENDATION:** Staff recommend that the Board approve this agreement and authorize Tootie Smith, Chair, to sign it on behalf of Clackamas County.

Respectfully submitted,  
  
 Rodney A. Cook, Director  
 Health, Housing and Human Services

For Filing Use Only

# STATE OF OREGON GRANT AGREEMENT

Grant No. 23037

This Grant Agreement (“Grant” or “Grant Agreement”) is between the State of Oregon acting by and through its Department of Early Learning and Care (“Agency”) and Clackamas County, on behalf of Clackamas Early Learning Hub (“Grantee”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY

Pursuant to ORS 329.172, 336.101, 336.104, 329.175 and 417.827, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to the Grantee as the coordinating body which identifies early learning resources and services, coordinates delivery of those resources and services to children 0 to 6 and their families, and helps to align resources in order to achieve outcomes related to kindergarten readiness, stable and attached families, and system coordination.

## SECTION 3: EFFECTIVE DATE, DURATION, AND PERFORMANCE PERIOD

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of October 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2025 (“Performance Period”).

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Karla Branson, Grant Manager  
Department of Early Learning and Care  
700 Summer Street NE, Suite 300; Salem, OR 97301  
Phone: 971-719-6153 | [karla.branson@delc.oregon.gov](mailto:karla.branson@delc.oregon.gov)

### 4.2 Grantee’s Grant Manager is:

Dani Stamm Thomas  
Early Learning Hub Director  
Clackamas County  
112 11th Street  
Oregon City, Oregon 97045  
971-288-8264 | [dstammthomas@clackamas.us](mailto:dstammthomas@clackamas.us)

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 on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending September 30, 2025 (the “Performance Period”). The Performance Period is the period during which services under this Grant must be performed. Under no circumstances will Agency pay for any Project activities performed outside of the Performance Period, unless the Grant has a fully executed amendment extending the end date of the Grant and the Performance Period.

## SECTION 6: GRANT FUNDS

6.1 In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to **\$1,787,264.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its state General Funds, Federal Funds and Other Funds (federal) appropriations (“Funding Source”). Allocation of funds is as follows:

	General	Other Funds-Fed (Title IV-B)	Total
<b>Oct 1, 2023 - June30, 2025</b>			
Hub Coordination	\$799,154.00		\$799,154.00
Family Preservation		\$71,976.00	\$71,976.00
Family Supports		\$79,969.00	\$79,969.00
Stable, Healthy & Attached Families	\$119,363.00		\$119,363.00
KPI	\$494,701.00		\$494,701.00
<b>Total</b>			<b>\$1,565,162.00</b>
<b>July 1, 2025 - Sept 30, 2025</b>			
Hub Coordination	\$113,786.00		\$113,786.00
Family Preservation		\$10,234.00	\$10,234.00
Family Supports		\$11,375.00	\$11,375.00
Stable, Healthy & Attached Families	\$16,090.00		\$16,090.00
KPI	\$70,616.00		\$70,616.00
<b>Total</b>			<b>\$222,102.00</b>
<b>Total Grant Agreement</b>			<b>\$1,787,264.00</b>

## SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.11** 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.
- 7.12** 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.
- 7.13** 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:
- 7.21** 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;
- 7.22** No default as described in Section 15 has occurred; and
- 7.23** 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 duly organized and validly existing and has all necessary rights, powers and authority under any organizational documents and under Oregon law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.2** 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;
- 8.1.3** 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
- 8.1.4** There is no proceeding pending or threatened against Grantee before any court of 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: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS

**9.1** Grantee may enter into agreements with subgrantees or contractors (collectively, "subagreements") for performance of specific services for the Project only in accordance with Sections 9.1.1 to 9.1.5.5 and only after receiving written approval from the Agency’s Grant Manager.

**9.1.1** All subagreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Grant Agreement to the contractor or subcontractor. Use of a subagreement does not relieve Grantee of its responsibilities under this Grant Agreement.

**9.1.2** Grantee agrees to provide Agency with a copy of any signed subagreement upon request by Agency. Any substantial breach of a term or condition of a subagreement must be reported by

Grantee to Agency within ten (10) days of its discovery by Grantee.

- 9.1.1 Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law, including any applicable provisions of the Oregon Public Contracting Code and its implementing rules.
- 9.1.2 Grantee shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:
  - 9.1.2.1 An employee, officer, or agent of the Grantee (“Related Person”);
  - 9.1.2.2 A Related Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
  - 9.1.2.3 The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
  - 9.1.2.4 Any individual for whom a Related Person has a legal support obligation; or
  - 9.1.5.5 An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

## SECTION 10: CONFIDENTIAL INFORMATION

- 101 **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 identifiable 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”).
- 102 **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.

- 101 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 Identity Theft 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 ten (10) calendar days (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 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.
- 102 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.
- 103 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 a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## **SECTION 11: CONTRIBUTION/INDEMNITY/LIABILITY**

### **11.1 Contribution.**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 11 with respect to the Third Party Claim.

With respect to a Third Party Claim for which Agency is jointly liable with Grantee (or would

be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Grantee on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Third Party Claim.

## **11.2 Subagreement Indemnity.**

Grantee's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Department of Early Learning and Care, and their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that Agency shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Agency, be indemnified by the other party to Grantee's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of Agency or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subrecipient is prohibited from defending the State, or that Grantee's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Grantee's subrecipient if the



State of Oregon elects to assume its own defense.

- 11.1 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**

- 13.1** 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;
  - 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: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) initiation of an action or proceeding for damages or declaratory or injunctive relief, (d) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (e) 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.
- 16.1 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
  - 18.2.1 Immediately upon written notice to Grantee, if Grantee is in default under this Grant
- 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.
- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.5 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.
- 19.6 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.

**19.7 Contracts and Subgrants.** In accordance with Section 9, Grantee may not, without Agency’s prior 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.

**19.8 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.

**19.9 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

**19.1 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.

**19.2 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 D (Federal Terms and Conditions)
- Exhibit A (the “Project”)
  - Exhibit A Attachment 1
  - Exhibit A Attachment 2
  - Exhibit A Attachment 3
- Exhibit B (Insurance)
- Exhibit E (Federal Award Identification)

**19.3 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.

(The remainder of this page is intentionally left blank, next page Signatures.)

## 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.

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 Early Learning and Care**

\_\_\_\_\_  
Lori Nordlien, Procurement Director Date

### **Clackamas County**

\_\_\_\_\_  
Authorized Signer Date


\_\_\_\_\_  
Tootie Smith, Chair  
Printed Name, Title

\_\_\_\_\_  
93-6002286  
Federal Tax ID Number

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

\_\_\_\_\_  
Approved by email AAG Kevin Gleim 09/28/23  
Department of Justice Date

Approved to Form: Clackamas County

\_\_\_\_\_  
 Date: 12/13/2023

## EXHIBIT A THE PROJECT

### PART I – DEFINITIONS

Capitalized terms used in this Grant Agreement shall have the meanings given in OAR 414-900-0010 effective January 14, 2014, or as later amended, unless another meaning is specifically provided in this Grant Agreement.

**Administrative Overhead** means any dollar expended or coordinated by Agency for Early Learning Services that is not spent directly on services for children or on preparing and evaluating services for children. This is the cost of operating administrative functions supporting the delivery of Early Learning Services by the Early Learning Hub or an Early Learning Service Provider and may include staff duties such as payroll processing and data collection, entry, and analysis, and non-program related costs including space, supplies, and phones. If individuals spend more than 15 percent of their time on these functions, their salaries and expenses must be prorated between program and Administrative Overhead.

**Asset-based Mindset** means a mindset that focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance Early Learning Hub's services.

**At Risk** means a term used to describe children who are considered to have a higher probability of non-optimal child development and learning.

**Community of Practice ("CoP")** means a group of peers focused on a specific topic, formed to connect with others, engage in conversations and learning opportunities and to share resources, ideas, and information that will benefit the community as a whole.

**Community Plan" or Community Planning** means a set of planning processes and activities, which identifies system, organizational, professional, and individual assets and needs, in an Early Learning Hub region. Community Planning and Community Plans are intended to inform individual Hub investments, goals, objectives, and strategies, as well as the statewide expansion of high-quality early learning programming, supports, and services. Planning activities may be initiated at the discretion of a Hub and/or at the request of the Department of Early Learning and Care.

**Continuous Quality Improvement (CQI)** means a data-based, reflective, cyclical system of focused, continuous improvement efforts, designed to increase positive outcomes for children and families.

**Coordinated Enrollment ("CE")** means the process of Early Learning Hubs collaborating with partners to coordinate efforts within three buckets of work related to enrollment into publicly funded Early Learning Services: 1) marketing, outreach and recruitment; 2) eligibility determination and programming; and 3) selection and placement.

**Coverage Area** means the geographic area in which Early Learning Hub will be coordinating Early Learning Services and providing the services required by this Agreement.

**"Coordinated Enrollment Implementation Plan"** means the deliverables related to the successful execution of the Coordinated Enrollment program, which is under a separate Hub agreement and funding allocation.

**"Early Care and Education or ECE Settings ("ECE")** means early learning and development programs providing center and home-based services to children aged birth through five years, such as Head Start, Oregon Pre-Kindergarten, Preschool Promise, Baby Promise, K-12 programs, Early Intervention/Early Childhood Special Education, other preschool programs, and childcare. These services are further defined as including the formal settings outside of the home, regardless of funding source, that provide care and education for children from birth through kindergarten entry.



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**Early Educators** means those who care for young children as family, friend, neighbor, license-exempt, regulated subsidy, registered family, certified family, or certified center Early Educators.

**Early Intervention/Early Childhood Special Education (“EI/ECSE”) Program** means services for children ages 0-5 with disabilities.

**Early Learning Hub (“Hub”)** means an entity designated under ORS 417.827 and under contract with Agency to coordinate, build, and strengthen local early learning services and Early Learning Systems through which young families can easily connect with needed supports and services in the designated regional structures within Oregon.

**Early Learning Hub Theory of Change:** Similar to a logic model the Theory of Change demonstrates impacts, changes, and strategies a community will use to create their targeted changes, and how they will work together to develop these strategies.

**Early Learning Services** means Services that support the development of children, with the purpose of preparing them to arrive ready for kindergarten. Early Learning Services include but are not limited to: early education and childcare programming, health services and supports, home visiting services, Respite Care, and developmental screening.

**Early Learning Service Provider (“Provider”)** means any entity or professional working in early learning and development programs including, but not limited to, center-based and family child care providers, infant and toddler specialists, early intervention specialists, early childhood special educators, home visitors, Respite Care providers, related service providers, administrators, Head Start and Early Head Start teachers, preschool and other teachers, teacher assistants, family service staff, and health coordinators.

**Early Learning System** means cross sector initiative, inclusive of health, human services, early care and education, housing, etc., working in concert to coordinate policies, programs, and services, create infrastructure, improve integration, and achieve scale.

**First Tier Subcontractor** means a person or company under direct contract to Early Learning Hub, but due to the nature of their work, have a potential impact on Early Learning Hub, as well as Agency’s, liability.

**Goal** means long-range expression of success for a population of children/families.

**Historically Underserved Communities** means communities the Early Learning Council Equity Implementation Committee identified in 2016 as African American, Asian and Pacific Islander, English Language Learners, Geographically Isolated, Immigrants and Refugees, Latino, Tribal Communities, and Children with Disabilities, Economic Disparities, or of Incarcerated Parents/Parental Figures.

**Key Activities** means actions that are carried out in order to achieve identified strategies.

**Learning Collaborative** means a group of peers working together to focus on implementing evidence-based practices and to study and apply strategies, share resources, ideas and lessons learned.

**Mandatory Reporter** means a person who, because of his or her profession, is legally required to report any suspicion of child abuse or neglect to the relevant authorities. Mandatory reporting law in Oregon is covered under 419B.005 through 419B.045.

**Metric** means any type of quantitative gauge used in the practice of performance measurement and management.

**Outcome** means the end result of the implementation of a strategy or strategies that indicates whether progress has been made towards the overall goal(s).

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**Preschool Promise Program** means a model for a publicly funded, high-quality preschool system, which leverages high-quality, local and culturally-relevant early child care and education programs and makes them available to children living at or below 200 percent of the federal poverty level.

**Priority Population** means the children and families in the Coverage Area on which an Early Learning Hub will focus its coordination of Early Learning Services.

**Raise Up Oregon – A Statewide Early Learning System Plan (“Raise Up Oregon”)** means a cross sector, 5-year strategic plan, which details the objectives, strategies, and activities to realize the Department of Early Learning and Care’s three statewide system goals and vision for young children and their families prior to school entry.

**Respite Care** means planned, or crisis related short-term relief for families and primary caregivers to restore and strengthen the family’s ability to continue providing care for At-Risk children.

**Short-cycle Feedback Loops** means a shorter evaluation and reflection process within the larger CQI cycle that allows for refinement of strategies and adjustments to implementation of services.

**Spark** means Oregon’s Quality Rating and Improvement System, which offers quality improvement consultation, professional development, and resources to help early care and education programs continuously improve quality, with the intention of improving child-provider level interactions.

**Strategic Plan:** A cross sector, 2-year strategic plan, which details the objectives, strategies, and activities based on the Early Learning Council’s 3 statewide system goals and vision for young children and their families within the Early Learning Hub’s region.

**Strategy** means the specific plan or plans of action necessary to accomplish a stated objective.

**Strength-based Approach** means policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities to develop and enhance Early Learning Hub’s services.

**Systemic System Strategies** means a plan of actions, a set of policies, and procedures chosen to create sustainable efforts that promote the service outcomes that result in greater access and opportunities to all services that are being provided by the Early Learning Hub to populations identified as furthest from opportunity.

**Technical Assistance (“TA”)** means the provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients. TA may include coaching, consultation, and professional development advising.

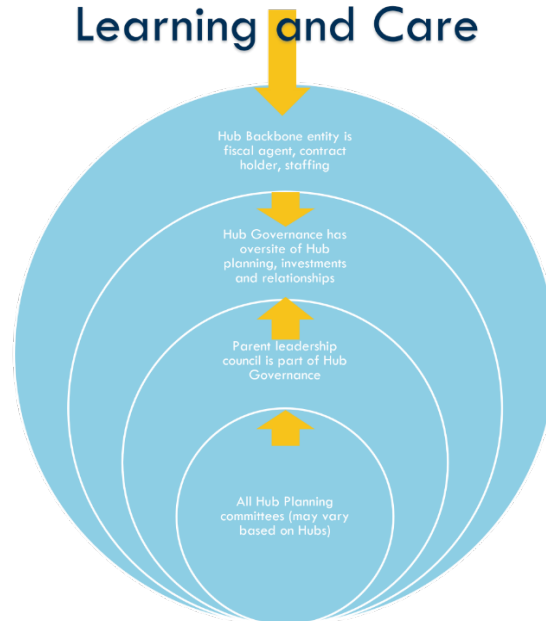
**Work Plan** means identification and timing of key activities the Early Learning Hub will perform, the roles and indicators the Early Learning Hub will use, and Outcomes for which the Early Learning Hub will be accountable.

## **PART II – BACKGROUND**

The purpose of Early Learning Hubs is to support an equitable, integrated, accessible, inclusive, anti-racist and family centered early childhood system in which all families young children are supported to ensure their well being and their children receive the early learning experiences they need to thrive in early childhood and beyond.

Effective early childhood systems integrate a diverse array of accessible, high-quality services and supports across multiple sectors and domains (e.g., early learning and development, health and mental health, family leadership and support) to ensure policies and practices are aligned with goals for equitable early childhood development.

## Department of Early Learning and Care



The leadership groups shown above share responsibilities in shaping meeting agendas, goal setting, and making decisions about policies, strategies, and implementation plans for the Coverage Area.

### PART III. SOCIAL EQUITY OBJECTIVES AND RESULTS EXPECTATIONS

The Department of Early Learning and Care’s (DELG) work is in service to children, families, staff, and communities to support all of Oregon’s young children and families to learn and thrive. DELG recognizes that families and children must have access to family-centered resources and supports to address their unique needs.

DELG applies an asset-based mindset and strength-based approach to operationalize social equity. An *asset-based mindset* focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance grantees’ services. A *strengths-based approach* uses policies, practice methods and strategies to identify and draw upon the strengths of children, families, and communities to develop and enhance grantees’ services.

DELG supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It requires knowledge and capacity at distinct levels of intervention: structural, organizational, interpersonal, and individual.

DELG supports inclusive services that are respectful of, and meet the needs of, children experiencing disability and/or special medical needs. Per the National Association for the Education of Young Children, early childhood inclusion embodies the values, policies, and practices that support the right of every infant and young child and their family, regardless of ability, to participate in a broad range of activities and contexts as full members of families, communities, and society. The desired results of inclusive experiences for children with and without disabilities and their families include a sense of belonging and membership, positive social relationships and friendships, and development and learning to reach their full potential.

#### Program Expectations and Commitment to Children and Families

- Program staff will work to build a climate that promotes acceptance, inclusion, and respect of all individuals;
- Program staff understands the communities they serve, in a non-static manner, including the communities’ culture, values, norms, history, customs, and particular types of discrimination, marginalization, and exclusion

**DELIC GRANT #23037 – Early Learning Hub**

they face in this country. Program staff apply that knowledge to services it provides under this Grant in a responsive, non-limiting, and non-stereotyping manner;

- Whenever possible, program staff interact with children and families according to their preferred language and cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs;
- Program staff will engage in continuous learning about their own biases, assumptions, and stereotypes that limit their ability to be culturally responsive and to understand how these biases affect their work with children and families;
- Program leadership ensures that applicants and employees are not subjected to unlawful discrimination in hiring, compensation, or the terms, conditions, or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and
- Program leadership ensures that any subcontract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions, or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

**Agency Expectations and Commitment to Grantees**

DELIC has identified four priority areas in which to partner with grantees in achieving equitable results: collaboration and cocreation with working partners, communities, and families; supporting partners’ and families’ involvement in strategic planning; and improving both workplace and workforce equity. **Grantees will embed equity-driven activities and results within their strategic work plans.** Where feasible, metrics should also be included.

**Some objectives described below may not apply to every grantee.**

Equitable Results Area	Description
Working Partners and Community Collaborators Engagement	<ul style="list-style-type: none"> <li>– Grantees collaborate and cocreate with Working Partners and Community Collaborators</li> <li>– Engage with working partners and community collaborators, including families, administrators, teachers, and Department of Early Learning and Care (DELIC), to discuss the issues and obtain insights.</li> </ul>
Working Partners and Community Collaborators Empowerment	<ul style="list-style-type: none"> <li>– Grantees support Working Partners and Community Collaborators</li> <li>– Provide opportunities for staff, families, and communities to be involved in training, strategic planning and support their involvement.</li> </ul>
Workforce Equity	<ul style="list-style-type: none"> <li>– Grantees improve workforce equity.</li> <li>– Progressively ensure that the identities of staff reflect the changing population of children and families served by the organizations in their geographical areas.</li> </ul>
Workplace Equity	<ul style="list-style-type: none"> <li>– Grantees improve workplace equity.</li> <li>– Build/improve an environment that promotes acceptance, inclusion, and respect of all individuals.</li> </ul>

## PART IV. PROJECT ACTIVITIES AND BUDGET

### Project Activities.

1. **Regional Alignment and Coordination – Early Learning System.** Grantee shall:
  - a. Provide adequate Hub staff for level of funding provided to carry out the coordination, administration, communication, and facilitation roles necessary to promote the partnership functions listed in Project Activity 1.
    - i. Agency must be notified if staffing level changes.
    - ii. 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 a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.
    - iii. Ensure all staff who provide Technical Assistance or support on-site in an Early Learning Program follow Agency guidance on Mandatory Reporter and serious health and safety concerns reporting. Guidance can be obtained from Agency.
      - (a) Grantee must ensure that Mandatory Reporter language is included in all subgrants and contracts for services provided onsite where children are present.
    - iv. Ensure Hub staff will participate in Agency-planned technical assistance and training, including, but not limited to;
      - (a) Quarterly learning collaborative(s)
      - (b) Monthly webinars, as requested
      - (c) Work groups, as requested
      - (d) Monthly check-ins
      - (e) Annual site visits and/or monitoring
  - b. In partnership with Hub Governance Council and Parent Leadership Council, lead regional alignment and coordination of early learning systems as follows:
    - Create shared vision for regional Early Learning System;
    - Engage cross sector and community partners;
    - Engage in system focused problem solving and action;
    - Engage in continuous learning and improvement of regional Early Childhood System plans; and
    - Facilitate strategic convening of sector and community partners
    - i. Provide the Hub Governance Council the autonomous authority in all planning, investment and implementation decisions.
    - ii. Follow Oregon’s public meetings laws (ORS 192.610 to 192.695) and public records laws (ORS 192.311 to 192.431) when conducting business and in taking official action.
    - iii. Include a conflict of interest policy in Early Learning Hub’s by-laws that complies with all applicable laws. All representatives of the Early Learning Hub must have a signed conflict of interest statement on an annual basis.
    - iv. Ensure the by-laws of the Hub’s Governance Council include clear objectives.
      - (a) By-laws must include a transparent policy development and decision-making process for Hub investments that clearly articulates the use of the Hub’s conflict of interest policy in all actions and decisions of the governing body.
      - (b) The Hub shall not amend by-laws related to work or services delivered under this Agreement without prior, written approval of Agency.
      - (c) By-laws shall include clear process for adding Governance members, removing Governance members, and include term limits or a stated lack thereof.

**DELIC GRANT #23037 – Early Learning Hub**

- v. Ensure Hub Governance Council members participate in Agency-provided training on topics supporting their governance roles and responsibilities as required by Agency.
- c. For Hub Governance Council and Interested Parties Engagement:
  - i. Convene Hub Governance Council every quarter at a minimum.
  - ii. Facilitate shared and distributed leadership across Hub region via convening and leading meetings for:
    - (a) Governance Council;
    - (b) Parent Leadership Council;
    - (c) Other interested party engagement, as necessary.
  - iii. Ensure the Hub Governance Council has members who meet the following criteria:
    - (a) Families identified as the Hub Coverage Area Priority Populations
    - (b) Oregon Department of Human Services;
    - (c) Child Care Resource and Referral agency;
    - (d) The five sectors required by OAR 414-900-0015. Representation of the five sectors must represent the Grantee entire Coverage Area. If there is more than one county in an Early Learning Hub’s Coverage Area, Grantee must demonstrate equitable representation from each sector, in all counties;
      - a. Kindergarten through grade 12 educators and administrators;
      - b. Early Childhood Services;
      - c. Business services;
      - d. Health care services;
      - e. Human and social services; and
      - f. For Grantees with a federally recognized Tribe (or Tribes) within their coverage area, make available a position for a member of each Tribe in the region. Hubs must regularly offer participation in the case of a vacant position.
  - iv. Ensure committee and engagement work includes interested parties representing diverse perspectives, including families who represent the Hub Coverage Area Priority Populations, direct service providers, local leaders, and required sector partners in all phases of the Hub’s work. Participation should be sought and fostered from:
    - (a) African-American, Tribal, and communities that have historically been underrepresented;
    - (b) Communities that speak a primary language other than English; and include
    - (c) Organizations serving children experiencing a disability and families of children experiencing a disability and/or special medical needs
  - v. Include a Parent Leadership Council within the Hub governance structure. Ensure membership and active engagement in the Parent Leadership Council from families who represent the Hub Coverage Area Priority Population.
  - vi. Participate in ongoing technical assistance with Agency staff and Agency contractors to assure the effective operations of the Parent Leadership Council and the integration of the Parent leadership council within the overall Governance structure for the region.
  - vii. Provide the necessary financial, logistic, and professional learning support and conditions to ensure that Governance and Parent Council members, especially families from Priority Populations, can fully and authentically engage in all phases of the work. These supports and conditions must include understanding barriers to system goals, designing and implementing strategies, and learning for continuous improvement.
  - viii. Submit a 30-day prior written notice of proposed governance-structure design changes to the Agency Agreement Administrator for approval.
- d. If Grantee is a fiscal agent for a Child Care Resource and Referral agency in the Grantee’s coverage area, participate in Agency research convenings as requested to identify opportunities and challenges to

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increase integration and alignment between the Early Learning Hub and the Child Care Resource and Referral agency.

- e. Participate in and complete the deliverables as outlined in part IV Reporting Requirements below. Deliverables must be submitted on the Agency-provided templates and approved by the Agency Grant Manager pursuant to Part IV. Reporting Requirements.

**2. Comprehensive 2-Year Strategic Plan and Work Plan**

- a. Develop and/or revise and submit to the Agency Grant Manager for review and approval, a two year Strategic Plan that includes objectives, strategies, work plan, and performance measurements.

The following requirements apply:

- a. Select, adapt, and/or design system change strategies to address barriers affecting their local early childhood system as identified by local interested parties (e.g., families, service providers, leaders, etc.) and data sources through the system assessment.
- b. Strategies and Key activities should be related to the successful implementation of *Raise Up Oregon* and other priorities as identified by the Early Learning Council, Department of Early Learning & Care, and related to the Early Learning Hub Theory of Change.
- c. Include in methods to involve parents/caregivers in the operations of the Hub, a process to solicit and receive feedback and information from parents/caregivers in the Priority Populations within the Hub Coverage Area, and to include parent/caregiver voice in the governance structure and the governance decision-making process.
- d. No revision to a previously approved Strategic Plan will take effect until Grantee submits the proposed Work Plan adjustments to the Agency Grant Manager for review and Agency approves the proposed revision.
- e. Align Strategies and related Key Activities described in the Strategic Plan with any work or activities performed under the Coordinated Enrollment program, funded by separate grant agreement.
- f. Demonstrate how Grantee will align strategies described in the Strategic Plan with work or activities performed by the regional Child Care Resource and Referral agency(ies), including but not limited to the following collaborations:
- g. Assist Child Care Resource and Referral in identifying and promoting professional learning opportunities for the region's early care and education providers.
- h. Assist Child Care Resource and Referral in identifying, implementing, and coordinating cross sector strategies to reduce expulsions and suspensions of Black children, children from communities that have been historically and are currently underrepresented, and children with disabilities from early care and education settings.
- i. Collaborate with Child Care Resource and Referral for building regional access to and availability of childcare and early learning opportunities. Shared work includes, but is not limited to:
  - (a) Raising awareness of childcare shortages in the region;
  - (b) Serving as the strategic convener;
  - (c) Identifying partners who will engage in shared action on regional strategies to build supply;
  - (d) Building availability of and access to childcare that is culturally and linguistically responsive and accessible to historically underserved populations in the region; and
  - (e) Engaging interested parties from, at minimum, families representing the Hub Coverage Area Priority Populations, the business sector, local governance council, and early childhood learning and care (public and private), including childcare business owners and providers.
  - (f) Planning and implementation must take into account populations or geographies prioritized and the preferences of families articulated in the relevant Early Childhood System Analysis;
  - (g) Memorandum of Understanding with region's CCR&R identifying the agreed upon activities and clarity of each partner's role in advancing the strategic plan. A template will be provided by the Agency.

- j. Once approved by Agency, Grantee must perform its work under this Grant Agreement in accordance with the Work Plan and to Agency’s satisfaction.

3. **Budget.** Grantee shall:

- a. Develop comprehensive financing for the strategic plan that aligns local, county, state, and national funding to support the effective Hub and their systems building strategies.
- b. Submit an annual budget using template as provided by Agency. Budget guidelines include as follows:
  - i. Total Administrative Overhead (including any indirect costs) for funds allocated from Agency’s General Fund appropriations are limited to 15 percent. Administrative Overhead for funds allocated from Agency’s Title IV-B2 federal funds are limited to 10 percent of these federal funds.
  - ii. Upon written notice to Agency and with Agency’s written approval, may move up to 10 percent of the funds in any one Budget category to any other budget category. Any other budget modifications are subject to and conditioned on Agency’s written approval and, if applicable, legal sufficiency review and approval by the Oregon Department of Justice.
  - iii. Grantee shall provide any additional budget or fiscal information or further details as the Agency Grant Manager may require upon request.
- c. Demonstrate a 25 percent local match of the funds provided through Hub Capacity Funding and provide a report to the Agency’s Grant Manager per Part IV, Reporting Requirements. Local match of funds includes, but is not limited to: offices space, non-Hub personnel, volunteer hours, other funding that is not provided by the Agency.
- d. Use the Grant Funds only for Allowable Costs in amounts not to exceed the cost limits set forth in detailed budget submitted to Agency.

4. **Continuous Quality Improvement.** Grantee shall:

- a. Utilize Strategic Plan to identify and develop regional child and family level outcomes and indicators of successful implementation.
- b. Identify and develop targeted systems change strategies to be tracked through CQI.
- c. Collaboratively identify actions that interested parties across sectors should take to implement regional systems change strategies. Identify actions that align with and contribute to Grantee’s regional vision.
- d. Continuously coordinate interested parties in taking actions as defined in the Grantee’s 2 Year Strategic Plan to improve local systems.
- e. Use short-cycle feedback loops, including qualitative and quantitative data analysis, along with feedback from community and family engagement as part of a continuous evaluation process:
  - i. Continuously gather information on implementation to identify emerging barriers,
  - ii. Assess the extent to which strategies are impacting targeted systems changes,
  - iii. Use feedback to make regular adjustments and adaptations to address implementation barriers, including redesigning strategies to better meet local conditions,
  - iv. Coordinate with partners to fund and scale successful changes.

5. **Communications with local partners, community members, and interested parties** Grantee shall:

- a. Develop and include in Strategic Plan methods to identify and empower local partners, community members, and interested parties to champion Hub’s shared vision with organizations, community members, and elected officials.
- b. Design and implement bidirectional communication methods in Strategic Plan to ensure timely, ongoing, and culturally and linguistically responsive communication about decisions, activities, and progress to interested parties in and out of the partnership.
- c. Assure interested parties have the information they need to be informed and active members of the systems building efforts.



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- d. Support, honor and recognize the sovereignty of the nine federally recognized tribes within Oregon’s borders, by ensuring strong community-driven partnerships that benefit tribal communities. Hubs may consider the following steps when collaborating and engaging with tribal representatives:
  - i. Consistent communications with tribal representatives directly – this may include in-person, email, or other correspondence.
  - ii. Thoughtful planning as tribal representatives will need time to consult with other tribal government staff before deciding on an action.
  - iii. Ask questions to clarify how communication is heard, do not assume silence means concurrence; it could signal disagreement and the need for further dialogue.
  - iv. Ask tribal officials about their preferred way of doing business and inquire about potential tribal protocols for meetings.
  - v. If you have not communicated with the tribe previously, do research ahead of time to find out with whom you will be consulting and their tribal positions.
  - vi. Be mindful of appropriate behaviors, demonstrating respect to tribal leaders just as you would to a leader of a foreign nation. Elders are dignitaries within a tribe; show respect toward tribal elders and allow them plenty of time to speak first.
  - vii. In education and business, the cultural norms of tribes may be different from your own, and each tribe has a unique cultural heritage and traditions that contribute to collaboration, decision-making, and planning.

**6. Data.** Grantee shall:

- a. Provide data that is necessary and needed from the Agency. Agency must provide a specific data request and a reasonable timeline.

**7. Family Support and Preservation Services.** Grantee shall:

- a. Provide Family Support and Preservation services as required in Exhibit A, Attachment 1.

**8. Kindergarten Readiness Partnership and Innovation Program (“KPI”).** Grantee shall:

- a. Provide Kindergarten Readiness Partnership and Innovation Program services as required in Exhibit A, Attachment 2.

**PART IV: REPORTING REQUIREMENTS**

Grantee shall complete the deliverable below by the due dates listed below.

<b>Reporting Requirement</b>	<b>Due Dates</b>
Comprehensive 2-Year Strategic Plan including Work Plan	9/1/2024 9/1/2025 (updated)
Budget	9/1/2024; 9/1/2025;
Quarterly Reports	60 Days Following the End of Each Quarter:

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	(February 28, May 30, August 30, November 30)
MOU with CCR&R to identify the agreed upon activities and clarity of each partner’s role in advancing the strategic plan	04/15/2024
Monitoring	March-May 2025
Governance Membership Roster, Parent Council Membership List, By-Laws, Conflict of Interest Policy, Documentation of Training for Parent Leadership Committee, Documentation of Governance Member Training	As requested by Grant Administrator.

**PART 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: <https://www.webaccessibility.com/>
- Content to be posted on the web must adhere to: [https://www.webaccessibility.com/best\\_practices.php](https://www.webaccessibility.com/best_practices.php)
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: [https://www.webaccessibility.com/best\\_practices.php?technology\\_platform\\_id=215](https://www.webaccessibility.com/best_practices.php?technology_platform_id=215)

**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.

**PART VI. DISBURSEMENT GENERALLY**

1. Requests for funds must be submitted within 60 days of the end of the reporting period, using the Awards Management System (AMS). With each request to the Agency, the Grantee shall submit an expenditure report using the Agency-provided template. Grantee shall provide any additional information or further details as Agency may require upon request.
2. All required reports for each reimbursement period must be received by the Agency’s Grant Manager prior to any payments being released to Grantee.
3. Reimbursement requests that do not have appropriate documentation are subject to being returned to the Grantee by the Agency. Further, lack of proper documentation may also put the Grantee in breach of the Grant with Agency per Section 18 of the Grant captioned “Termination”.

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4. It is the responsibility of the Grantee to ensure all subgrantees and contractors are providing the appropriate services, data, and narratives required for any report and are submitting appropriate documentation as previously noted in paragraph 2 of this section.

5. Grant disbursement schedule is as follows:

Beginning October 1, 2023 through June 30, 2025  
- \$38,055.00 per month for Hub Coordination

Beginning July 1, 2025 through September 30, 2025:  
- \$37,929.00 per month for Hub Coordination

In addition to the amounts set forth in subsection (a) above:

Beginning October 1, 2023 through June 30, 2025:

- Up to \$799,154.00 for Stable, Healthy and Attached Families
- Up to \$79,969.00 for Family Support Service expenses, disbursed on an expense reimbursement basis
- Up to \$71,976.00 for Family Preservation Services, disbursed on an expense reimbursement basis
- Up to \$494,701.00 for Kindergarten Partnership and Innovation expenses, disbursed on an expense reimbursement basis

Beginning July 1, 2025 through September 30, 2025:

- Up to \$16,090.00 for Stable, Healthy and Attached Families
- Up to \$11,375.00 for Family Support Service expenses, disbursed on an expense reimbursement basis
- Up to \$10,234.00 for Family Preservation Services, disbursed on an expense reimbursement basis
- Up to \$70,616.00 for Kindergarten Partnership and Innovation expenses, disbursed on an expense reimbursement basis

## EXHIBIT A Attachment 1

### FAMILY SUPPORT AND FAMILY PRESERVATION SERVICES

#### PART I. DEFINITIONS

**Healthy Families Oregon** means a free, voluntary home visiting program offering support and education to families who are expecting or parenting newborns.

#### PART II. BACKGROUND

Family Support and Family Preservation Services are community-based services to promote the well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development. *Source: US Department of Health and Human Services, Administration for Children and Families.* Exhibit A is in reference to services provided with Title IV-B2 funding.

#### PART III. ACTIVITIES

Grantee shall provide in the Hub Coverage Area Family Support and Family Preservation Services described below. Grantee shall prioritize, select, design and deliver the Family Support and Preservation Services in a manner that supports the Hub region and Agency goals as described in this Agreement.

Family Support and Preservation Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.

1. Family Support Services shall:
  - a. be family-focused and targeted to the family and not only the child or other individual family member(s);
  - b. be focused on at-risk families so that the services will have an impact on the population that would otherwise require services from Oregon Department of Human Services (ODHS); and
  - c. focus on child welfare (not educational needs or other services which are the responsibility of other agencies).
2. Family Support Services may include:
  - a. Services, including in-home visits, parent support groups, and other programs designed to improve parenting skills by reinforcing parents' confidence in their strengths, providing information on child development and learning, and helping families to identify where improvement is needed and to obtain assistance in improving those skills. Focus is on improving parenting skills with respect to child development, family budgeting, coping with stress, health, and nutrition. Example of programs may include parenting classes, parent-to-parent supports, and in-home visitation classes;
  - b. Structured activities involving parents and children to strengthen the parent-child relationship, including, for example, play and learn programs and Healthy Families Oregon;
  - c. Drop-in centers to afford families opportunities for informal interaction with other families and with program staff, including for example, family resource centers;
  - d. Transportation, information and referral services to afford families access to other community services, including child care, early learning programs, health care, nutrition programs, adult education literacy programs, legal services, and counseling and mentoring services, including for example, Dial-a-Ride, child care resource and referral; and

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- e. Early developmental screening of children to assess the needs of children, and assistance to families in securing specific services to meet these needs, including for example, Healthy Families Oregon, early intervention, and mental health services.

**PART IV. FAMILY PRESERVATION SERVICES**

Family Preservation Services for children and families are designed to help families (including adoptive and extended families) who are at-risk or in crisis, including:

1. Service programs designed to help children:
  - where safe and appropriate, return to families from which they have been removed; or
  - be placed for adoption, with a legal guardian, or, if adoption or legal guardianship is determined not to be safe and appropriate for a child, in some other planned, permanent living arrangement.
2. Pre-placement preventive services programs, such as intensive family preservation programs, designed to help children at risk of foster care placement remain safely with their families;
3. Service programs designed to provide follow up care to families to whom a child has been returned after a foster care placement;
4. Respite care of children to provide temporary relief for parents and other caregivers (including foster parents); and
5. Infant safe haven programs to provide a way for a parent to safely relinquish a newborn infant at a safe haven designated pursuant to a state law.
  - Family Preservation Services may include:
  - Family financial emergency support for housing stability and family safety to stabilize re-unifying families
  - Relief nurseries providing therapeutic early childhood and family preservation services
  - Home visits
  - Collaboration with foster care partners
  - Family resource coordination
  - Baby basket distributions
  - Parenting education offered in English and Spanish
  - Parent engagement opportunities
  - Mental health counseling
  - Support to families with cognitive limitations by providing service navigation and wrap around case management to families
  - Referrals to additional social service programs
  - Young Moms support groups that cover topics such as accessing community resources, home-life balance, self-care, and emotion regulation

**PART V. BUDGET**

1. When utilizing federal Title IV-B2 Family Support Services funds, Grantee shall comply and require all providers to comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.
2. Grantee’s total Administrative Overhead (including any indirect costs) for funds derived from Agency’s General Fund appropriations are limited to 15 percent and for funds derived from Agency’s Title IV-B2 federal funds, up to 10 percent of the Grant Funds.

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<b>Activity</b>	<b>General Fund</b>	<b>Federal Title IV-B2</b>	<b>Total</b>
Family Support Services	\$0.00	\$91,344	\$91,344
Family Preservation Services	\$0.00	\$82,211	\$82,211
<b>Total</b>	<b>\$0.00</b>	<b>\$173,555</b>	<b>\$173,555</b>

<b>Reporting Requirement</b>	<b>Due Date(s)</b>
Quarterly Report, total number of children served by Family Preservation and Family Support Services and brief summary of expenditure	60 days following the end of each quarter. (February 28, May 30, August 30, November 30)

**EXHIBIT A**  
**Attachment 2**

**Kindergarten Partnership and Innovation Program**

**PART I. DEFINITIONS**

**CLASS™** means a Teachstone trademarked Classroom Assessment Scoring System which focuses on high-quality classroom interactions, measures the quality of interactions, and improves the quality of teaching through tailored and individualized professional development.

**Early Development Instrument (EDI)** means a population-level research tool which measures how young children are developing in communities in the United States. It is typically completed by Kindergarten teachers.

**EduSnap** means an evidence-based program that teaches people how to make their federal supplemental nutrition dollars (SNAP) stretch, how to shop for and cook healthy meals, and how to stay physically active.

**P-3** means Prenatal through 3rd Grade.

**PART II. BACKGROUND**

The Early Learning Kindergarten Readiness Partnership & Innovation Program (“KPI”) invests in promising models for connecting early learning and Kindergarten through 3<sup>rd</sup> Grade (K-3) education across the state, and promotes partnerships that result in measurable increases in children’s readiness for kindergarten. The KPI is designed to establish scalable and replicable models for Prenatal through 3rd Grade (P-3) alignment and coordination at the local level. Activities are programs and strategies that intentionally bring together early learning and K-12 systems leaders to create changes in these systems to better support families with children preparing for, during, and after the transition to Kindergarten. Strategies and tools may include but are not limited to 1) developing system-wide understanding of community, families, early learning and K-12 expectations for early learners and the system supporting them; 2) developing system-wide understanding of gaps and needs of community, families, early learners, the early learning field, and K-12, and 3) aligned and coordinated efforts to address needs and gaps in services and/or disparities in how communities, schools, families, and children are ready for kindergarten success.

KPI is focused on Priority Populations, particularly children and families that might not have the support they need for a successful transition to kindergarten and/or kindergarten experience. KPI also engages families as equal partners in children’s learning and development.

**PART III. ACTIVITIES – REQUIREMENTS – ALLOWABLE COSTS**

Grantee shall:

1. Target all KPI-funded resources and activities to children and families from Priority Populations as defined via Early Learning Hub governance structure, include families from Priority Populations in decision-making related to grant funds.
2. Use Grant Funds for Agency-approved activities and Priority Populations for KPI funding, as follows:
  - a. Ready schools:
    - i. Work that creates a welcoming school environment; promotes system understanding and advocacy among families; and/or involves continuous improvement cycles to understand and adapt to what families need to be welcomed and engaged in the education system.
    - ii. Use or promote strategies that establish shared professional culture, expectations, and practices among educators across P-3 settings, which may include providing:

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- (a) Training and technical assistance that brings together P-3 professionals from early care and education settings and P-3 educators in K-3 to increase their ability to implement aligned practices;
  - (b) P-3 leadership development for early care and education professionals, as well as K-3 teachers and administrators, which aligns with and/or leverages the Lead, Learn, Excel model;
  - (c) Implementation of classroom observation protocols and related professional development, coaching or professional learning such as the EDI, CLASS, or EduSnap, across early care and education settings and kindergarten classrooms;
  - (d) Professional development for K-12 administrators and/or kindergarten teachers on sharing student learning data with families;
  - (e) Alignment of curriculum, instructional practices, classroom environments, assessments, and use of data across early care and education and K-3 settings in ways that promote high quality, culturally responsive, developmentally appropriate practice; and
  - (f) With Agency approval, other approaches or strategies designed to establish and strengthen shared professional culture between the early care and education and K-12 sectors.
- b. Ready children:
- i. Implement holistic culturally-sustaining and/or culturally responsive community approaches that promote kindergarten readiness for children which may include:
    - (a) Multi-session evidence-based or research-informed transition programs for children transitioning into kindergarten which promote children’s understanding of the school environment, expectations, and other supports;
    - (b) Opportunities for children, families, and kindergarten teachers to build effective partnerships to promote children’s successful transition to kindergarten;
    - (c) Strategies that allow educators to understand the children they serve, including collaboration across educators in the early care and education and K-3 settings, such as sharing child-level data and work samples;
    - (d) Opportunities for families to share information with kindergarten teachers that will help them better understand children’s skills and assets at kindergarten entry;
    - (e) With Agency approval, other activities that support children’s school readiness.
- c. Ready families:
- i. Use systemic, culturally responsive approaches to engaging families as partners in children’s learning and development, which may include:
    - (a) Evidence-based or research-informed culturally responsive parenting education programs designed for families with children ages 0-6;
    - (b) Parent-teacher home visits;
    - (c) Two-generation approaches, such as play and learn groups, that actively engage parents and caregivers in supporting children’s learning and development;
    - (d) Programs designed to strengthen parent leadership and advocacy;
    - (e) Programs or campaigns designed to increase kindergarten attendance; and
    - (f) With Agency approval, other capacity-building strategies that strengthen partnerships between families, schools, and the early care and education sector to support children’s readiness for kindergarten.
- d. Additional allowable activities on which Grant Funds may be expended include:
- i. Hub staffing necessary to implement KPI activities, including but not limited to facilitation, convenings, and coordinating partnerships and systems changes;
  - ii. Focused outreach and marketing to ensure programs and approaches are advertised to priority populations; and
  - iii. Professional development or technical assistance to subgrantees for implementation of activities within the subgrant; Communications or evaluation activities related to the Hub’s overall KPI strategy or related to individual programs.



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**Non-allowable activities.** Grant Funds may not be used for capital expenditures, such as building new or remodeling facilities, or to supplant existing federal or state funds. Capital expenditures do not include operating supplies such as books, curriculum, materials, manipulatives, or furniture that is developmentally appropriate for young children.

**PART IV. ACTIVITIES - DELIVERABLES**

Grantee shall:

1. Include in its Strategic Work Plan all Strategies and Key Activities related to the successful implementation of *Raise Up Oregon* and other priorities as identified by the Early Learning Council or Agency and related to Part III (3), paragraphs a, b, c and d above including:
  - a. Use of available data to focus funding and activities on Priority Populations
  - b. Hub's process for distributing KPI funds to subgrantees, including which interested parties are involved in the decision-making process;
  - c. Appropriate KPI activities based on local needs, community readiness, and leadership and organizational factors;
  - d. Clearly articulated key strategies, activities, deliverables, timelines, subgrantees and partner organizations, and number of children, families, and early care education and K-3 professionals KPI-funded activities are anticipated to serve; and
  - e. Use of the Hub strategic work plan provided by the Agency, that addresses each of the required elements.
2. Execute activities and deliverables identified in the Agency-approved strategic work plan within the specified budget and timelines.
  - a. Hub must provide oversight and technical support to subgrantees to ensure that they are able to execute activities and deliverables identified in their work plans or memoranda of understanding, within specified budget and timelines.
  - b. If the grantee or subgrantee(s) cannot execute the activities and deliverables identified in their work plans within the specified budget and timelines, the grantee may amend its work plan, budget, and sub-grants with prior Agency approval.
3. Participate in required program evaluation activities, which may include surveys, collection of community or school level data, focus groups, interviews, document reviews, and/or other quantitative or qualitative evaluation approaches. Program evaluation methods may evolve or change over time. **NOTE:** *It is the responsibility of the grantee to ensure that all subgrantees are aware of and able to respond to requests for data and information, including demographic information of program participants, as part of the KPI program evaluation.*
4. Participate in technical assistance activities, including but not limited to monthly webinars and semi-annual in-person meetings or as requested by Agency.
5. Establish written agreements with Hub/KPI subgrantees that include:
  - a. Specific deliverables;
  - b. Timelines in which key activities will take place;
  - c. Reporting and data sharing requirements;
  - d. Participation in program evaluation;
  - e. Project budget;
  - f. Statement acknowledging the sub-grantee's role and responsibility to participate in data collection and program evaluation; and
  - g. A description of how KPI funds are being blended or braided with local or other funding sources funding, and furnish copies of all signed agreements to Agency staff as requested.

**PART V. BUDGET**

<b>Activity</b>	<b>General Fund</b>	<b>Federal Title IV-B2</b>	<b>Total</b>
KPI Allowable Activities	\$565,317	\$0.00	\$565,317
Grand Total	\$565,317	\$0.00	\$565,317

**PART VI. REPORTING REQUIREMENTS**

Grantee shall submit written quarterly activity reports, on or before the dates indicated below:

<b>Reporting Requirement</b>	<b>Due Date(s)</b>
Work Plan, included in Comprehensive Strategic Plan	9/1/2024 9/1/2025 (updated)
Quarterly Reports	60 days following the end of each quarter (February 28, May 30, August 30, November 30)
KPI Program Surveys	As programming is completed

**EXHIBIT A**  
**Attachment 3**

**STABLE, HEALTHY & ATTACHED FAMILIES**

**PART I. BACKGROUND**

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Healthy, Stable, and Attached Families services are:

- a. Services that increase access to evidence based early learning programs, including culturally specific community-based programs, that increase the confidence and competence of caregivers and/or strengthen resiliencies of families who are experiencing specific stressors;
- b. Services that build connectivity and collaboration between Early Learning Services and health, mental health, child welfare, self-sufficiency and other stabilization programs;
- c. Capacity building activities for developmental screening, infant-toddler mental health consultants and targeted professional development and training;
- d. Activities that address social determinants of health that lead to health and well-being for young children and their families;
- e. Programs that increase protective factors and reduce childhood experiences of abuse or neglect;
- f. Programs that ensure children and families from focus and priority populations have access to medical, dental, mental health and other health care services.

**PART II. ACTIVITIES**

Grantee shall provide in the Hub Coverage Stable, Healthy & Attached Families Services described below.

Services may include:

- Parenting education offered in English and Spanish
- Family Resource Coordination
- Basic Needs Supports
- Mental Health Supports which can include collaboration with partner agencies or resource matching.
- Referrals to additional social service programs
- Home Visting
- Collaboration with foster care partners
- Parent Support Groups
- Collaboration with partner agencies designed to strengthen families and promote stability

**PART III. BUDGET**

<b>Activity</b>	<b>General Fund</b>	<b>Total</b>
Stable, Healthy & Attached Families	\$135,452	\$135,452
Total	\$135,452	\$135,452

**PART IV. REPORTING REQUIREMENTS**

Grantee shall submit written quarterly activity reports, on or before the dates indicated below:

<b>Reporting Requirement</b>	<b>Due Date(s)</b>
Quarterly Report, total number of children served by Stable, Healthy, Attached Families and a brief summary of expenditure	60 days following the end of each quarter. (February 28, May 30, August 30, November 30)

## **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 tail 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.

### **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

Grantee shall require and ensure that each of its subcontractors complies with the Automobile Liability Insurance requirements as applicable.

Non-transporting programs:

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement. Use of commercial general liability with non-owned auto endorsement may be acceptable in lieu of non-owned or hired vehicles coverage.

Programs transporting 1 to 9 children

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial

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general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

Programs transporting 10 or more children

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

**PROFESSIONAL LIABILITY**

Required (if Grantee, a contractor or subcontractor has licensed professionals as employees)

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 tail coverage as stated below.

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.

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required  Not required

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

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

Required  Not required

Directors, Officers and Organization insurance covering the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight

and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

Required (if Grantee, a contractor or subcontractor has any kind of custodial care over children)

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 \$2,000,000. 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 04 13 or equivalent.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors or subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractor and subgrantee, 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 or 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).

**TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors or subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee’s completion and Agency’s acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

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

Grantee must provide to Agency’s Grant Manager Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/ umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [ode.insurance@ode.state.or.us](mailto:ode.insurance@ode.state.or.us) or by mail to: **Attention Procurement Services, Department of Early Learning and Care, 700 Summer St. NE, Salem OR, 97310** prior to commencing the work.

**NOTICE OF CHANGE OR CANCELLATION**

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

**INSURANCE REQUIREMENT REVIEW**

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

**STATE ACCEPTANCE**

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



## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

#### FEDERAL FUNDS

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

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

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient       Grantee is a contractor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paidthrough this Grant: 93.556 MaryLee Allen Promoting Safe and Stable Families Program – Title IV-B2

Grant: 93.434 ESSA Preschool Development Grant Birth through Five

#### FEDERAL PROVISIONS

The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with Appendix II to 2 CFR Part 200 – Grantee is subject to the following provisions, as applicable.**

For purposes of these provisions, the following definitions apply:

**“Contract”** means this Grant or any contract or subgrant funded by this Grant.

**“Contractor”** and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee’s contractors or subgrantees, if any.

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(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on

the open market, or contracts for transportation or transmission of intelligence.

(A) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(B) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(C) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(D) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(E) See §200.322 Procurement of recovered materials: [https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200\\_1322](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322).

(F) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special

investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

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

## **ADDITIONAL FEDERAL REQUIREMENTS**

### **Trafficking in Persons.**

Grantee shall comply with the Code of Federal Regulations 2 CFR 175.15(b), which is hereby incorporated into this Grant.

### **Specific Conditions for Disclosing Federal Funding in Public Announcements.**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with the Grant Funds, Grantee must clearly state:

- 1) The percentage of the total costs of the Project which will be financed with Grant Funds;
- 2) The dollar amount of Grant Funds for the Project; and
- 3) The percentage and dollar amount of the total costs of the Project that will be financed by non-governmental sources.

Grantee must comply with these conditions under Division H, Title V, Section 505 of Public Law 115-141, Consolidated Appropriations Act, 2019.

### **Prohibition of Text Messaging and Emailing While Driving During Official Grant Business.**

Grantee and their personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using government supplied electronic equipment to text message or email when driving. Grantee must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" October 1, 2009.

### **Conferences and Meetings.**

Grantee must take into account the following factors when considering the use of Grant Funds for conferences and meetings:

- 1) Before deciding to use Grant Funds to attend or host a meeting or conference, Grantee must:
  - Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Grant;

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- Ensure the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/ coordinate the work being done under the Grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or videoconferencing.
- 2) Grantee must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. In particular, remember that:
- Grant Funds cannot be used to pay for alcoholic beverages; and
  - Grant Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Grant Funds may be used to pay for the costs of attending a conference. Specifically, Grant Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Grant. When planning to use Grant Funds for attending a meeting or conference, Grantee must consider how many people should attend the meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the Grant.
- 4) Grantee may not use Grant Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Grant
- 5) A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

All meeting or conference materials paid for with Grant Funds must include appropriate disclaimers, such as the following:

*The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.*

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- 1) Grantee is strongly encouraged to contact Agency Grant Manager with any questions or concerns about whether using Grant Funds for a meeting or conference is allowable prior to committing Grant Funds for such purposes.
- 2) Grantee is responsible for the proper use of Grant Funds and may have to repay Grant Funds if Grantee violates the terms of this Grant, including the provided guidance for meeting and conference related expenses.

**Applicable Acts, Regulations, and Assurances**

Grantee will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

**Continued Payments to Employees**

Grantee shall, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with section 315 of Division M of the CRRSA Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. ESSER II funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.

## EXHIBIT E

### FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR200.332(a)(1))

1. Grantee Name: <i>(must match DUNS registration)</i>	Clackamas County
2. Grantee’s Unique entity Identifier:	NVWKAVB8JND6
3. Grant period of performance start and end dates: <i>(the Grant’s Performance Period)</i>	Start: 10-01-2019 End: 09-30-2025
4. Total amount of federal funds obligated by this Grant:	\$ 6,072,633
5. Total amount of federal funds obligated to Grantee by Agency: <i>(all federal funds, including this Grant, obligated to Grantee during the current state fiscal year (July 1 to June 30))</i>	On file at Agency
6. Pass-through entity	
(a) Name of pass-through entity:	Department of Early Learning and Care
(b) Contact information for awarding official of the pass-through entity:	Alyssa Chatterjee, Director, OFIT <a href="mailto:Alyssa.Chatterjee@delc.oregon.gov">Alyssa.Chatterjee@delc.oregon.gov</a>
<b>7. Federal award</b>	
(a) Federal Award Identification Number (FAIN):	2002ORFFTA
(b) Federal award date:	05/11/2020
(c) Total amount of federal award committed to the Grantee by the pass-through entity:	Unavailable
(d) Federal awarding agency:	US Department of Health and Human Services
(e) Federal award project description:	Family Preservation and Stabilization Services
(f) CFDA number and name	93.556 MaryLee Allen Promoting Safe and Stable Families Program
Amount:	\$6,072,633
(g) Indirect cost rate:	10% <input type="checkbox"/>
(h) Is award research and development?	Yes <input checked="" type="checkbox"/> No