

February 24, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Revenue Grant Agreement No. 21418 from
Oregon Department of Education, Early Learning Division for Healthy Families Oregon program services.
Grant Agreement has a maximum value of \$1,969,591.26.
No County general funds are involved.

Purpose/Outcome	The Children, Family and Community Connections (CFCC) Division of Clackamas County subcontracts with a local non-profit, currently Clackamas County Children's Commission (the only certified provider of Healthy Families services in Clackamas County), to deliver Healthy Families Oregon (HFO) program services to families in the region. HFO is an evidence-based, voluntary, home visiting program that focuses on: <ul style="list-style-type: none"> • Preventing the incidence of child abuse and neglect • Increase school readiness • Improve health outcomes for children and families • Build trusting, nurturing relationships with parents • Teach parents to identify strengths and utilize problem-solving skills • Improve families' support systems through linkages and appropriate referrals to community services
Dollar Amount and Fiscal Impact	Grant Agreement awards Clackamas County \$1,969,591.26 No County General Funds are involved. .
Funding Source	State of Oregon, Department of Education Early Learning Division Grant Agreement #21418: State of Oregon General Fund (\$1,416,176.48) Oregon Student Success Act Funds (\$191,542.78) Title IV-B2 Catalog of Federal Award No. 93.556 (169,960) Medicaid Earnings (\$191,912)
Duration	Effective date October 1, 2021 and terminates on September 30, 2023
Previous Board Action/Review	BCC Issues: 2/22/2022
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Grant Award has been review and approved by County Counsel on 2/8/2022, KR
Procurement Review	Was the item processed through Procurement? No. Revenue Grant Award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S #10567

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Revenue Grant Agreement for Healthy Families Oregon (HFO) services. HFO is an evidence-based, voluntary, home visiting program nationally accredited by Health Families America. HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

This Grant Agreement has a maximum value of \$1,969,591.26. It has been reviewed by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook, Director
Health, Housing & Human Services

STATE OF OREGON GRANT AGREEMENT

Grant No. 21418

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 417.723 and 417.795, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The mission of Agency’s Early Learning Division (“ELD”) is to support all of Oregon’s young children and families to learn and thrive. ELD values equity, making a positive impact for children and families, dedication, integrity, and collective wisdom to benefit Oregon children and families.

Healthy Families Oregon (“HFO”) is an evidence-based, voluntary, home visiting program nationally accredited by Healthy Families America (“HFA”). HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

The purpose of this Grant is to engage Grantee to implement the HFO program according to the most current versions of HFA Best Practice Standards (“BPSs”) and ELD’s HFO Program, Policy, and Procedure Manual (“PPPM”), as well as the legal standards set forth in ORS 417.795 and OAR 414-525-0005 through 0015 (collectively, the “Guidelines”). The current version of the BPSs is attached as Exhibit F. The PPPM is available to Grantee upon request.

SECTION 3: EFFECTIVE DATE AND DURATION

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, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Dawn Baker
 700 Summer Street NE, Suite 300, Salem, OR 97301
 Phone: 503-947-0652
dawn.baker@state.or.us

4.2 Grantee’s Grant Manager is:

Dani Stamm Thomas
 2051 Kaen Road, Oregon City, OR 97045
 Phone: 971-288-8264
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, 2023 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,969,591.26 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Fund and Other Funds appropriations and with federal funds provided to Agency under the Title IV-B2 of the federal Social Security Act for promoting safe and stable families as set forth below (“Funding Source”). The funds available under this Grant are subject to reduction in accordance with Exhibit A, Section IV, paragraph (e).

Source	10/1/2021 – 6/30/2023	7/1/2023 – 9/30/2023	Total
General Funds	\$1,239,154.42	\$177,022.06	\$1,416,176.48
Other Funds (Student Success Act, Early Learning Account)	\$167,599.93	\$23,942.85	\$191,542.78
Federal Title IV-B2 for Family Support	\$148,715.00	\$21,245.00	\$169,960.00
Medicaid Earnings	\$167,923.00	\$23,989.00	\$191,912.00
Grand Total	\$1,723,392.35	\$246,198.91	\$1,969,591.26

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that

are undertaken during the Performance Period.

- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
 - 7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.
- 7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:
- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1 Grantee is a unit of local government duly organized and validly existing;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially or adversely affect the Project or the ability of Grantee to carry out the Project.

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

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Project.

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

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

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

SECTION 11: INDEMNITY/LIABILITY

11.1 Indemnity. Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

11.2 Defense. Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

11.3 Limitation. Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

12.1 Workers’ Compensation. If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these

requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.

12.2 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.

12.3 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.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

15.1.2 Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

15.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (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) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

16.2 Grantee Remedies. In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such

default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 8, 9, 10, 11, 13, 14, 16, 17 and subsections 19.2, 19.5 and 19.13 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

19.7 Counterparts. This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same

counterpart. Each copy of the Grant so executed constitutes an original.

- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, BPSs or PPPM, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit D (Federal Terms and Conditions)

- Exhibit A (the “Project”)
- Exhibit C (Equity)
- Exhibit B (Insurance)
- Exhibit E (Federal Award Identification)
- Exhibit F (HFA Best Practice Standards)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Holley Oglesby, Contracting Officer

Date

Clackamas County

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Joshua Nasbe _____

via email on 2/4/2022 _____
Date

EXHIBIT A

THE PROJECT

SECTION I. BACKGROUND AND GOALS

HFO is an evidence-based, voluntary, home visiting program nationally accredited by HFA. HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

HFO's aims to:

- Prevent the incidence of child abuse and neglect;
- Increase school readiness;
- Improve health outcomes for children and families;
- Build trusting, nurturing relationships with parents;
- Teach parents to identify strengths and utilize problem-solving skills; and
- Improve families' support systems through linkages and appropriate referrals to community services.

HFO services begin early, during pregnancy or shortly after the birth of a baby, and can last up to 3 years. Parents are voluntarily assessed by HFO Eligibility Screeners to determine eligibility for the program. Parents having factors that place their children at risk of abuse and neglect, and who live in Grantee's Service Delivery Area are invited to participate in the program. The families who volunteer to participate are connected with a trained, Grantee-provided Home Visitor. Eligible families who do not volunteer cannot be offered services due to full caseloads, and families who are not eligible will be offered referrals to community resources as needed. Families who participate receive weekly Home Visits that decrease in frequency as families increase protective factors and make progress toward providing a safe, healthy, and stable environment for their children.

Strong community partnerships are necessary to provide families with additional services such as child care, mental health counseling, substance abuse treatment, domestic violence intervention and access to basic needs such as food, housing and clothing.

SECTION II. DEFINITION OF TERMS

HFO Eligibility Screeners: Grantee staff who administer the New Baby Questionnaire ("NBQ") with pregnant mothers and parents soon after the birth of their baby.

Healthy Families America ("HFA"): The signature program of Prevent Child Abuse America, theoretically rooted in the belief that early, nurturing relationships are the foundation for life-long, healthy development. Interactions between direct service providers and families are relationship-based, designed to promote positive parent-child relationships and healthy attachment that is strength-based, family centered, culturally sensitive and reflective. HFA is the home visiting model by which all HFO sites are accredited.

Healthy Families Oregon (“HFO”): An accredited multi-site state system with HFA and Oregon’s largest child abuse prevention program that empowers parents to be their child’s best teacher from the very start.

Home Visit: A face-to-face interaction that occurs between the family and the Home Visitor. The goal of the Home Visit is to promote positive parent-child interaction, healthy childhood growth and development, and enhance family functioning.

Home Visitors: Grantee staff who provide parent education and support to parents, in the parents’ homes. HFA calls these direct service staff, “Family Support Specialists.”

Service Delivery Area: The defined geographic area described in Grantee’s Grant application in which Grantee offered to provide HFO services.

SECTION III. PROJECT ACTIVITIES

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

1. EQUITY.

Grantee must meet the Equity Objectives and complete the Equity Activities described in Exhibit C. Additional information is provided in the Agency’s Equity Guidance for Program 2021-23, Version 1 (together with any later version of the “Equity Guidance”) available at:

<https://oregonearlylearning.com/wp-content/uploads/2021/05/2021-23-Equity-Guidance-final.docx>. Notwithstanding the due dates in the above link, the due dates identified in this Grant Agreement control.

2. PROGRAM STANDARDS.

- a. Guidelines. Grantee shall implement the HFO program and provide services according to the Guidelines. Grantee must meet the statewide performance and outcome indicators outlined in the Healthy Families PPPM and implement the HFO program in accordance with the PPPM and Healthy Families America BPSs. Any new subcontracted providers of Healthy Families Services (providers that have not previously provided such services) must make progress toward full compliance with ORS 417.795 as operationalized by the PPPM.
- b. Background Checks. The Agency conducts appropriate, legally permissible and mandated inquiries of state or provincial criminal history records on all prospective employees and volunteers who will have direct contact with children and/or access to data involving children, e.g., assessment staff, Home Visitors, supervisors and program managers. Grantee shall provide Agency with any information necessary to comply with this paragraph.
- c. Mandatory Reporting. All Grantee staff involved with the Project are mandatory reporters, and must report any suspected abuse or neglect of a minor, following their local policy and Oregon DHS direction: http://www.oregon.gov/DHS/ABUSE/Pages/mandatory_report.aspx.

3. HFO SPECIFIC ACTIVITIES.

Grantee must undertake the specific Project activities described in the Guidelines and the specific Project activities described below. Grantee is expected to be familiar with the requirements of the

Guidelines and to fulfill those obligations, whether or not they are specifically set forth below. Grantee must:

- a. Assure each Home Visitor achieves caseload capacity, based upon staff member's tenure. Caseload capacity is defined as follows:
 - (i) For full-time Home Visitors in the role for up to three years: having a caseload range at any given time of approximately 10-12 families; or
 - (ii) For full-time Home Visitors in the role for three years or more: having a caseload range at any given time of approximately 15-20 families.
- b. Collaborate with other home visit providers in the Service Delivery Area by:
 - (i) Identifying and building upon existing services for families in the Service Delivery Area and prioritizing additional services if needed (e.g., mental health, addiction, intimate partner violence, and early intervention). If necessary, and to the extent resources are available, Agency may provide technical assistance to promote improved collaboration. Grantee must document any referrals provided to a client in a Home Visit;
 - (ii) Participating in local Early Learning HUB and other community efforts to implement supports and services towards the achievement of desired outcomes, working to maximize the effective use of available resources and to avoid duplication of services in the Service Delivery Area;
 - (iii) Participating in an independent statewide program evaluation by submitting an evaluation form to the statewide evaluation team and entering data identified by ELD into the HFO data system;
 - (iv) Program managers (supervisors and appropriate staff when resources allow) attending statewide trainings for Healthy Families Services at annual meeting;
 - (v) Program managers (and supervisors when requested by ELD) attending all monthly HFO virtual meetings scheduled by Agency.
 - (vi) Developing a site specific procedure manual, based off of the HFO PPPM, to further specify local service delivery procedures.
- c. All Grantee and subcontracted providers' HFO staff that perform Medicaid administrative activities must participate in the Medicaid Administrative Claiming ("MAC") program, which includes:
 - (i) Attending Agency-coordinated training prior to completing any Random Time Study ("RTS") (see (iii)(B) below);
 - (ii) Each staff person completing the MAC training, each year; and
 - (iii) Participating in required RTS during the four dates randomly selected by OHA each quarter. Agency will notify Grantee within 5 working days of when each RTS day will be. Typical activities that will be recorded include, but are not limited to:

- A. Outreach activities to inform families about health services and benefits;
 - B. Referral, coordination, monitoring and training of Medicaid/OHP covered services;
 - C. Medicaid/OHP transportation and translation services;
 - D. Program planning, policy development, and interagency coordination related to Medicaid/OHP services; and
 - E. Counseling Medicaid/OHP eligible families that they are free to accept or reject Medicaid/OHP services and to receive such service from an enrolled provider of their choice unless otherwise restricted by OHA to an OHP provider.
- d. Utilizing the Activity Codes for identifying MAC activities performed and using the time study methodology to document the time spent on all activities performed during the randomly selected dates for each quarter period. The Activity Codes are available from Agency upon request.
- e. Complying with all requirements of 42 CFR 434.6, as applicable.

4. FAMILY SUPPORT SPECIFIC SERVICES¹. If Grantee's Grant Funds include moneys that are derived from federal Family Support Funds under Title IV-B(2), such moneys must be used by Grantee to provide HFO services, as described in this Grant, to eligible families in the Service Delivery Area, as follows:

- a. To provide community-based services that promote the well-being of children and families and are 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; and
- b. To provide services that are (1) family-focused and targeted to the family and not only the child or other individual family member(s); (2) focused on at-risk families so that the services will have an impact on the population that would otherwise require services from DHS; and (3) focus on child welfare (not educational needs or other services which are the responsibility of other agencies); and
- c. To provide services that are NOT family preservation or family reunification services, as these are services provided by DHS.
- d. To comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds pursuant to 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency will require to comply with federal

¹ Section 4 applies only to Grantees that receive federal Family Support Funds under Title IV-B(2) as part of their Grant Funds (see table in Section IV).

reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.

5. BUDGET DEVELOPMENT. Grantee must include the HFO program manager in the development and monitoring of Grantee’s Healthy Families Services budget as well as any subcontracted budgets, even if the program manager is employed by a subcontracted agency.

- a. **Administrative Costs.** Agency will identify what amounts of the total Grant Funds are derived from Agency’s General Fund, Other Funds, and federal funds. Agency guidelines must be followed for expenditure of the Grant Funds derived from Agency’s General Fund and Other Funds. This may result in different limits on administrative costs. Grantee must follow the fiscal guidelines (outlined in the PPPM) in spending Grant Funds. Grantee’s total administrative and indirect costs (including any administrative and indirect costs for the Grantee and any subcontracts) for the Grant Funds provided under Agency’s General Fund or Other Funds are limited to 15% of that portion of the Grant Funds derived from those funding sources. If any of the Grant Funds are derived from Title IV-B2 federal funds, no more than 10% of the Grant Funds derived from that funding source may be expended on administrative overhead.
- b. **Agency Approval.** Grantee must submit a budget within 30 days of the Execution Date, using the template provided by the Agency, for the period beginning October 1, 2021 through September 30, 2023 (which must include all funds supporting the HFO program), to the Agency for review and final approval. The budget must include the expenses of all subcontracted providers.
- c. **Updates.** Grantee must submit a budget update to the Agency by November 30, 2022 that includes a narrative explaining how Grantee plans to spend the remaining Grant Funds before the end of the biennium. The Agency will provide a template for this narrative.

SECTION IV. BUDGET AND DISBURSEMENT

- a. Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a cost incurred basis upon monthly or quarterly receipt of Grantee’s request(s) for reimbursement. With each request for reimbursement, Grantee must submit an expenditure report via Smartsheet (or such other method as may be provided by notice from Agency) to Agency’s Grant Manager identified in Section 4. The Agency’s Grant Manager will provide the Grantee with an agency specific link to Smartsheet reporting. Grantee must inform Agency within 14 days of the Effective Date of this Agreement, as to whether Grantee will submit its expenditure reports (and draw funds) each month or quarter.

Source	10/1/2021 – 6/30/2023	7/1/2023 – 9/30/2023	Total
General Funds	\$1,239,154.42	\$177,022.06	\$1,416,176.48
Other Funds (Student Success Act, Early Learning Account)	\$167,599.93	\$23,942.85	\$191,542.78
Federal Title IV-B2 for Family Support	\$148,715.00	\$21,245.00	\$169,960.00
Medicaid Earnings	\$167,923.00	\$23,989.00	\$191,912.00
Grand Total	\$1,723,392.35	\$246,198.91	\$1,969,591.26

- b. Other than Medicaid Earnings (which will be paid as described below), payments will be made after the end of each calendar month or quarter on an expense reimbursement basis for expenses actually incurred during the prior month or quarter, within the budget line items included in Grantee’s approved budget, for the delivery of HFO services under this Grant. Title IV-B2 federal funds, if provided, will only be paid on reimbursement basis for actual expenses incurred during that period and in accordance with the Family Support Specific Services set forth above in Section III.4.
- c. Grantee may, upon written notice to the Agency, move up to 10% of the funds in any one category of Grantee’s approved budget (Salary/Benefits, Materials & Supplies, Indirect/Administration) (other than the Medicaid Earnings line item) to any other budget category (other than the Medicaid Earnings line item). Any other budget modifications are subject to and conditioned on Agency’s prior written approval.
- d. Payments under this Grant are further conditioned on (1) no default by Grantee under this agreement, (2) Grantee providing Agency with all service outcome data for the prior quarter in the form identified by Agency, and (3) Agency’s receipt and approval of Grantee’s expenditure report through Smartsheet.
- e. Agency will use expense request reports from October 1, 2021 – June 30, 2023 to determine if the Grantee is on track to spend all General Fund, Other Funds, and Title IV-B2 funds, if allocated, before June 30, 2023. If by June 30, 2022 the Grantee has not expended a minimum of 45% of the Grant Funds, Agency will further review to determine if an amendment to this Grant to reduce funding is necessary. If Agency determines an amendment to reduce funding is necessary, Grantee must execute the amendment. This allows the Agency time to reallocate any unspent funds so that the most possible families benefit from HFO services.
- f. Agency will not reimburse Grantee for any travel expenses outside of the expenses outlined and approved within Grantee’s approved budget. Acceptable travel expenses include (but are not limited to): staff travel to Home Visits, hospitals, community partners, trainings, conferences, out of state conferences, or committee meetings. Reimbursable travel expenses

must not exceed the U.S. General Services Administration (“GSA”) rates published at the time of travel.

SECTION V. PROJECT EVALUATION AND REPORTING REQUIREMENTS

Grantee must:

- a. Ensure all tasks outlined in the Aligned Quality Assurance (QA) Calendar are completed on time.
- b. Report to Agency yearly on the use of Medicaid funds disbursed to Grantee. This will be done through the Medicaid Reinvestment form, provided by Agency.
- c. Submit a program outcome report to Agency each calendar quarter that includes at a minimum, caseload points for each Home Visitor, number of families served, number of new families enrolled, number of families referred, number of screens completed, number of families eligible based upon screening, and staff Home Visit completion percentages. The quarterly outcome report must be submitted through Smartsheet before any request for funds is approved. Agency’s Grant Manager will provide the Grantee with a site specific link for reporting.
- d. Submit an expenditure report before Agency will release any Grant Funds.
- e. In addition, Grantee must submit the following items by the due dates listed in the table below:

Healthy Families Oregon Implementation Reports	Due Dates
1. Quality Assurance report: Including a description of the tasks outlined in the QA Calendar that were completed.	Reports are due to the Agency in accordance with the QA Calendar. The QA Calendar is available from the Agency upon request.
2. Quarterly Program Outcomes report: Including at a minimum caseload points for each Home Visitor, number of families served, number of new families enrolled, number of families referred, number of screens completed, number of families eligible based upon screening, and staff Home Visit completion percentages. The Quarterly Program Outcomes report must be submitted before the final request for reimbursement will be approved.	30 th day of the month following the end of each quarter
3. Program Expenditure report: Includes a breakdown of expenditures for the reporting time period	Either monthly or quarterly by the 30 th day of the following month

Budgets	Due Dates
1. Final budget for approval by Agency	Within 30 days of Execution Date
2. Budget update and narrative on Agency template.	Within 30 days of Execution Date

Medicaid Administrative Claiming (MAC)	Due Dates
1. Report on the use of Medicaid funds disbursed to Grantee using Medicaid Reinvestment form, provided by Agency. Grantee must follow the fiscal guidelines (outlined in the PPPM) in spending MAC reimbursement funding.	Within 30 days of Execution Date

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

(The remainder of this page has been left intentionally blank.)

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**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less

than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

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

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 and 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 or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

(The remainder of this page has been left intentionally blank.)

EXHIBIT C

EQUITY

All of ELD's work is in service to children, families and communities to support all of Oregon's young children and families to learn and thrive.

ELD knows that communities represent Oregon's best opportunity to improve educational outcomes. Strength-Based Approaches and Asset-Based Mindsets will support ELD's efforts to operationalize equity. ELD recognizes that in order for each and every child and family to learn and thrive, they must be provided with differentiated, person-centered resources and support.

ELD supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, cultures, and linguistic needs of diverse consumer and client populations and communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: structural, organizational, interpersonal, and individual.

Grantee must meet the equity objectives and complete the equity activities described below.

EQUITY OBJECTIVES

Grantee's entire organization must work to build a climate that promotes acceptance, inclusion, and respect of all individuals.

Grantee's staff must understand the communities they serve, in a non-static manner, including the communities' cultures, values, norms, histories, customs, and particularly the types of discrimination, marginalization, and exclusion they face in this country. Grantee must apply that knowledge to activities under this Grant in a responsive, non-limiting, and non-stereotyping manner.

Whenever possible, Grantee must interact with program participants according to their preferred language and cultural norms, including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs.

Grantee's staff must engage in continuous learning about their own biases, assumptions, and stereotypes that limit their abilities to be culturally responsive, and to understand how these biases affect their work with program participants.

Grantee must use data concerning needs, demographics, and risks of the community, in accordance with ELD directives, to guide the determination of which populations to target and prioritize for program participation.

Grantee must ensure that its 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.

Grantee must ensure that any subgrant, contract, 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.

Grantee is responsible for collecting and compiling data necessary to comply with the obligations imposed under this Grant.

EQUITY DELIVERABLES

Description	Deliverable	Due no later than
1. Complete equity survey administered by the Agency	Submit completed survey	30 days after the Execution Date
2. Identify at least one equity training of interest (four-hour minimum) and require all individuals who provide services to children or families under this Grant Agreement to complete the training	Submit proof in the form of training certificate or other documentation that all individuals who provide services to children or families under this Grant Agreement have completed at least one equity training of interest,	05/15/2023
3. Collect demographic data for the services provided under this Grant Agreement and identify any gaps in reaching Historically Underserved Communities, in accordance with instructions provided by Agency	Submit report	05/31/2023
4. Identify at least one individual who is responsible for Grantee’s equity reporting and data collection and require the identified individuals to complete 2023-25 equity orientation provided by the Agency	Submit proof of attending the orientation	04/15/2023

(The remainder of this page has been left intentionally blank.)

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1. 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.

1.2. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 93.556 and 93.778

2. FEDERAL PROVISIONS

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

2.2. 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.

2.3. 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.

In accordance with Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, the following provisions apply to this Grant, 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.

(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.

(F) 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.

(G) 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).

(H) 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.

(I) 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.

(J) 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.

(K) 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.

(L) Whistleblower. 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.

(M) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>, and used to complete Exhibit E. 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.

3. ADDITIONAL FEDERAL REQUIREMENTS

45 CFR Part 75

45 CFR Part 96

42 CFR Subchapter C

(The remainder of this page has been left intentionally blank.)

EXHIBIT E

FEDERAL AWARD IDENTIFICATION

(Required by 2 CFR 200.332(a)(1))

Federal Title IV-B2 for Family Support

(i) Grantee name: <i>(must match name associated with UEI)</i>	Clackamas County
(ii) Grantee’s Unique Entity Identifier (UEI):	DUNS: SAM:
(iii) Federal Award Identification Number (FAIN):	2102ORFPSS
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	7/1/2021
(v) Grant period of performance start and end dates:	Start:10/1/2021 End:9/30/2023
(vi) Grant budget period start and end dates:	Start:10/1/2020 End:9/30/2022
(vii) Amount of federal funds obligated by this Grant:	\$169,960.00
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	Unavailable
(ix) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	Unavailable
(x) Federal award project description:	Family preservation and family support
(xi) a. Federal awarding agency:	Department of Health and Human Services
b. Name of pass-through entity:	Oregon Department of Education
c. Contact information for awarding official of pass-through entity:	Name: Gwyn Bachtle Email: gwyn.bachtle@ode.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 93.556 Title: MaryLee Allen Promoting Safe and Stable Families Program Amount: \$612,508.00
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	10%
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Medicaid Earnings

(i) Grantee name: <i>(must match name associated with UEI)</i>	Clackamas County
(ii) Grantee’s Unique Entity Identifier (UEI):	DUNS: SAM:
(iii) Federal Award Identification Number (FAIN):	2205OR5ADM
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	10/1/2021
(v) Grant period of performance start and end dates:	Start:10/1/2021 End:9/30/2023
(vi) Grant budget period start and end dates:	Start:10/1/2021 End: 9/30/2023
(vii) Amount of federal funds obligated by this Grant:	\$191,912.00
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	Unavailable
(ix) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	Unavailable
(x) Federal award project description:	Medicaid
(xi) a. Federal awarding agency:	Department of Health and Human Services
b. Name of pass-through entity:	Oregon Department of Education
c. Contact information for awarding official of pass-through entity:	Name:Heidi Grogger Email: Heidi.grogger@ode.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 93.778 Title: Medical Assistance Program Amount: \$82,703,000.00
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	10%
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

**The term “pass-through entity” refers to the State of Oregon, acting through its Department of Education.

(The remainder of this page has been left intentionally blank.)