

August 3, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Revenue Grant Agreement from the Oregon Department of Early Learning and Care to continue Coordinated Enrollment services for families eligible for publicly funded preschool programs. Agreement value is \$390,500 for 2 years. Funding is through the Oregon Department of Early Learning and Care. No County General Funds are involved.

Previous Board Action/Review	BCC Issues: 8/1/23 Direct Award-No previous Board action needed.		
Performance Clackamas	1. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jessica Duke	Contact Phone	971-291-8569

EXECUTIVE SUMMARY: The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Revenue Grant Agreement from the Oregon Department of Early Learning and Care (DELIC) for the continuation of Coordinated Enrollment services. Coordinated Enrollment, through the Clackamas Early Learning Hub, will collaborate with partners and families to coordinate enrollment and access to publically-funded preschool and enhance the quality of existing early education programs for children in Clackamas County. In the last fiscal year, 196 children were enrolled, and more than 500 families were supported in connecting with preschool and other resources.

Agreement value is \$390,500 for 2 years for services from July 1, 2023, through June 30, 2025.

RECOMMENDATION: Staff recommends Board approve this Grant and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook
Rodney A. Cook
Director of Health, Housing, and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 Phone (503) 650-5697 Fax (503) 655-8677
Clackamas.us/h3s

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STATE OF OREGON GRANT AGREEMENT

Agreement Number 32688

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 and ORS 417.827(2), 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 to implement the collaborative and ongoing coordinated enrollment for families eligible for publicly-funded preschool programs.

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 July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025.

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 | email: karla.branson@delc.oregon.gov

4.2 Grantee’s Grant Manager is:

Dani Stamm Thomas, Director
Clackamas Early Learning Hub
2051 Kaen Rd; Oregon City, OR; 97045
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 June 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 **\$390,500.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through state Other Funds appropriations (“Funding Source”) per the table below:

Funding Source	Program Year 2023-24	Program Year 2024-25	Total
Other Funds - ELA	\$ 170,500	\$220,000	\$390,500

- 6.2** Agency may, by written notice to Grantee, temporarily cease funding and require Grantee to stop all or any part of the Project depended 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.
- 6.2.1** Upon receipt of this notice, Grantee must immediately cease all Project activities depending on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.
- 6.2.2** If Agency subsequently projects that it will have sufficient Grant Funds, Agency will notify Grantee that it may resume activities.
- 6.2.3** If sufficient Grant Funds do not become available, Grantee and Agency will work together to amend this Grant Agreement to revise the amount of Grant Funds and Project activities to reflect the available Grant Funds.
- 6.2.4** If sufficient Grant Funds do 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 the Project cessation order by a supplemental written notice or (ii) terminate this Grant Agreement as permitted by either the termination of Agency’s discretion or for cause

provisions of this Grant Agreement.

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 only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.
- 7.1.2** Agency will disburse Grant Funds using Agency’s Grants Management System (“GMS”).
- 7.1.3** Grantee may request reimbursement from Grant Funds on a cost-incurred, quarterly basis. Grantee may expend Grant Funds only for costs that are reasonable, necessary, and directly related to the Project (“Allowable Costs”). By submitting a claim, Grantee attests the costs for which it requests disbursement are Allowable Costs.
- 7.1.4** After each disbursement of Grant Funds, Agency will make subsequent disbursements to Grantee only after Grantee has submitted the reports required under Exhibit A, Section IV. Grantee must accurately and completely account for and document its expenditures in sufficient detail to permit Agency to verify that Grantee spent its Grant Funds only on Allowable Costs.
- 7.1.5** Grantee must repay to Agency any overpayment of Grant Funds, or payment for costs that do not constitute Allowable Costs for the Project, as provided in Section 17 of this Grant Agreement.

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 (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);
- 7.2.2** No default as described in Section 15 has occurred;
- 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; and
- 7.2.4** Grantee is in compliance with the reporting requirements identified in Exhibit A of this Grant Agreement.

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.

Grantee must ensure Grant Funds are used to supplement and not supplant public moneys received from any other source.

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 sub grantees or contractors (collectively, "sub agreements") 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** Grantee may not subcontract for the delivery of the Project in its entirety, but may subcontract for specific services such as transportation, food preparation, janitorial services, and other similarly limited services that support the Project.
 - 9.1.2** All sub agreements 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 sub agreement does not relieve Grantee of its responsibilities under this Grant Agreement.

- 9.1.3 Grantee agrees to provide Agency with a copy of any signed sub agreement upon request by Agency. Any substantial breach of a term or condition of a sub agreement must be reported by Grantee to Agency within ten (10) days of its discovery by Grantee.
- 9.1.4 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.
- 9.1.5 Grantee shall not award, enter into, or otherwise participate in any sub agreement 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 sub agreement:
 - 9.1.5.1 An employee, officer, or agent of the Grantee (“Related Person”);
 - 9.1.5.2 A Related Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
 - 9.1.5.3 The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
 - 9.1.5.4 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

- 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 identifiable information, as that term is used in ORS 646A.602(11), (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 – 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 Sub Grants/Contracts.** Grantee must require any Sub Grantees, 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 a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, Sub Grantee, or volunteers, 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, Sub Grantees, 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 Sub Grantees, 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 Sub Grantees, contractors and subcontractors complies with these requirements.
- 12.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or Sub Grantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or Sub Grantees 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.

- 12.4 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.
- 16.2 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

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 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.

- 19.2 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8 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.
- 19.9 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.

- 19.10 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.11 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.
- 19.12 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.
- 19.13 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
 - Exhibit C (Coordinated Enrollment Implementation Plan)
- 19.14 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 Early Learning and Care

By: _____
Lori Nordlien, Procurement Director Date

CLACKAMAS COUNTY

By: _____
Authorized Signature Date

Tootie Smith, Clackamas County Board Chair

Printed Name, Title

93-6002286 (UEI: NVWKAVB8JND6)

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Kevin Gleim, Assistant Attorney General via email 7/11/23
Name, Title Date

Clackamas County Counsel/Approved to Form: _____
Date 07/12/2023

EXHIBIT A THE PROJECT

PART I – BACKGROUND

The Agency administers a grant that provides funding for Early Learning Hubs, including Grantee, to implement ongoing coordinated enrollment processes that focus on enrolling children into preschool.

PART II – DEFINITIONS

Capitalized terms used in this Grant Agreement shall have the meanings given in OAR 414-470-0005 unless another meaning is specifically provided in this Grant Agreement.

Coordinated Enrollment 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 Care and Education Services: 1) marketing, outreach and recruitment; 2) eligibility determination and programming; and 3) selection and placement.

Coordinated Enrollment Implementation Plan means the deliverables related to the successful execution of Coordinated Enrollment. The plan is incorporated into this Grant as Exhibit F.

Early Care and Education (“ECE”) Services 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 child care. 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.

Early Childhood Service Analysis means the regional plan that each Early Learning Hub is required to create under ORS 329.172. Each ECSA outlines a vision and roadmap for ECE services in the region, identifies priority populations for publicly funded ECE services, and includes family needs and preferences within publicly funded ECE services.

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

Early Learning Hubs (“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.

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.

PART III. EQUITY OBJECTIVES AND RESULTS EXPECTATIONS

EQUITY OBJECTIVES AND RESULTS EXPECTATIONS

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

DELC applies an asset-based mindset and strength-based approach to operationalize 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.

DELC 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.

Program Expectations and Commitment to Children and Families

To the extent permitted by law, Grantee’s staff shall:

- a) Work to build a climate that promotes acceptance, inclusion, and respect of all individuals;
- b) Understand 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 they face in this country. Grantee’s staff shall apply that knowledge to services it provides under this Grant in a responsive, non-limiting, and non-stereotyping manner;
- c) Whenever possible, 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; and
- d) 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.

To the extent permitted by law, Grantee’s leadership shall:

- a) Ensure 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
- b) Ensure 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

DELC has identified four priority areas this biennium to partner with grantees in achieving equitable results: collaboration and co-creation with working partners, communities and families, supporting partners’ and families’ involvement in strategic planning, improving workplace workforce equity. Each of these four areas is described in more detail in the table below. **Grantee shall collaborate with DELC to submit an Equity Plan annually that supports equity objective(s) and addresses how Grantee is achieving equitable results within the four Equitable Results Areas described below.** Some objectives and equitable results described below may not apply

to Grantee. The Equity Plan will identify, track, and report the activities and metrics, including areas of disparate impact on communities. Grantee may request an Equity Plan template from the Agency for guidance.

Equitable Results Area	Description
Working Partners and Community Collaborators Engagement	<ul style="list-style-type: none"> – Grantee collaborates and cocreates with working partners and community collaborators. – Grantee engages 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.
Working Partners and Community Collaborators Empowerment	<ul style="list-style-type: none"> – Grantee supports working partners and community collaborators. – Grantee provides opportunities for staff, families, and communities to be involved in training, strategic planning and support their involvement.
Workforce Equity	<ul style="list-style-type: none"> – Grantee improves workforce equity. – Grantee progressively ensures that the identities of staff reflect the changing population of children and families served by the organizations in their geographical areas.
Workplace Equity	<ul style="list-style-type: none"> – Grantee improves workplace equity. – Grantee builds/improves an environment that promotes acceptance, inclusion and respect of all individuals.

PART IV. PROJECT ACTIVITIES AND BUDGET

Project Activities: Project activities will fall under a specific equitable results area. Grantee’s entire organization is expected to work toward achieving the following equitable results. Grantee shall:

- A. Workplace Equity:
 - a. Provide a level of staffing required to effectively support and manage Coordinated Enrollment in Grantee’s Early Learning Hub region. Grantee’s staff must participate in all DELIC-sponsored training and technical assistance regarding Coordinated Enrollment.
- B. Working Partners and Community Collaborators Engagement and Empowerment:

- a. Convene a regional stewardship committee to develop and implement a Coordinated Enrollment plan using the process and templates provided by the Agency in the Coordinated Enrollment Implementation Plan. At a minimum, the Coordinated Enrollment plan must include agreement reached by the regional stewardship committee to:
 - i. Coordinate marketing, outreach and recruitment strategies for ECE Services;
 - ii. Align timelines and/or processes for eligibility determination and programming, and selection and placement for ECE Services;
 - iii. Identify timelines for implementation of Coordinated Enrollment plan; and
 - iv. Identify and collect outcome measures for Coordinated Enrollment efforts.
- b. Align strategies and related key activities described in the Early Learning Hub’s work plan for the region and communities, which is funded by a separate grant agreement.

Preschool Promise Enrollment Project Activities: Grantee is responsible for enrolling children into the Preschool Promise program using the processes and procedures for eligibility determination, selection and placement as set forth in OAR 414-470-0000 to 414-470-0070 and Agency’s Preschool Promise Enrollment Manual.

A. Working Partners and Community Collaborators Engagement and Empowerment:

- a. At the beginning of each program year, and as the need arises, Grantee shall provide training and technical assistance to PSP grantees on eligibility process, platforms used and other resources and information pertaining to the work.
- b. If PSP slots in a given program are not full, Grantee shall develop a plan in collaboration with PSP grantees to fill slots including targeted outreach. Grantee shall meet monthly with the PSP grantee. The plan should include the steps and strategies the Grantee will take in collaboration with the Preschool Promise grantee to fill open slots. Plan must include but not be limited to strategies, timelines, roles and responsibilities, and other action steps. Outreach plan will be reported in the Hub Monthly Enrollment report.
- c. Grantee shall develop familiarity with the Preschool Promise programs within their region and establish systems to share program information that support families in making an informed decision on enrollment (e.g. collecting information from programs via phone, written or in-person interview and sharing this information on Hub website).
- d. Grantee shall continuously enroll children into the Preschool Promise program throughout the year.
- e. Grantee shall collaborate with PSP grantees and Community Partners on outreach and marketing strategies to ensure that families have knowledge of, and are connected to, community resources and supports to meet the needs of children and families served by the preschool program.
- f. Grantee shall develop a process for receiving and sharing parent feedback with PSP grantees.
- g. Grantee shall create a plan for how Enrollment Specialists, the family, EI/ECSE specialist/coordinator, PSP Grantee, CCR&R, and other identified agencies or individuals will convene to ensure that IDEA and ADA requirements are met, including identifying supports and resources for reasonable modifications, and for provider to make an individualized assessment about their ability to meet the needs of the child. Plans should respond to families’ needs for timely placement processes and information.

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- h. Grantee shall develop processes for successful recruitment, enrollment and referrals so that children and families are connected to PSP grantees that align with the family's self-identified need and interest.
- i. Grantee shall make available PSP application materials to interested families in various formats including but not limited to electronic and paper forms.

Budget 2023-25. Grantee shall:

1. Submit a detailed budget to the Agency using the Agency-provided template within 30 days of executing the Grant and report budgeted expenditures to Agency quarterly as set forth in the table on Part VI below.
 - a. Approved budget may be revised up to 10 percent of a budget category without the prior approval by the Agency, but in no case may a budget category adjustment result in an increase of the total amount of Grant Funds set forth in Section 6 of this Agreement. All budget modifications exceeding 10 percent must have a prior written approval by the Agency.
 - b. Grantee's combined administrative costs and indirect costs are limited to 15 percent of the state Other Funds.
 - c. Use the Grant Funds only for Allowable Costs in amounts not to exceed the cost limits set forth in detailed budget submitted to Agency.

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: <http://wave.webaim.org/extension/>
- Content to be posted on the web must adhere to: 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

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. REPORTING REQUIREMENTS AND DISBURSEMENTS

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

Grantee must submit the reports described in the table below to Agency using the tool(s) provided by the Agency.

Reporting Requirements	Reporting Period	Due Date
PSP Monthly Enrollment Reporting - Provides site information on recruitment and strategies for enrolling children at specific PSP site.	Monthly	By the 25th of each month for the preceding month
Applicant Pool - Informs Agency on regional efforts for recruitment and collaboration with other local partners	Monthly	Monthly by the 25th of each month
PSP Enrollment Demographics - Provides information on the children enrolled in the PSP program which includes but is not limited to race, ethnicity, age, and other	Quarterly	Quarterly, no later than 60 days after the end of each quarter
Budget Report using an Agency-provided template	July 1, 2023 - June 30, 2024	July 31, 2023
	July 1, 2024 - June 30, 2025	July 31, 2024
Expenditure Report using an Agency provided template	Quarterly	No later than 60 days after the end of each quarter.
	July - September 2023	
	October - December 2023	
	January - March 2024	
	April - June 2024	
	July - September 2024	
October - December 2024		
January - March 2025		
April - June 2025		
Coordinated Enrollment Plan	July 1, 2024-June 30, 2025	March 1, 2024
	July 1, 2025-June 30, 2026	March 1, 2025
Coordinated Enrollment Self-Assessment	Yearly	January 2024
		January 2025

Disbursements Generally

1. Requests for Grant funds shall be submitted within 60 days of the end of each reimbursement period using the Agency’s Grant Management System. With each request to 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.

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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."
4. It is the responsibility of the Grantee to ensure all Sub Grantees 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.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first-tier contractors and Sub Grantees, if any, to obtain the insurance, or self-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 Sub Grantees, 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 Sub Grantees 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 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, Sub Grantees, 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 Sub Grantee’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

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

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 Sub Grantees (“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 must require its first-tier subcontractors and Sub Grantees that are not units of local government to waive rights of subrogation if any, that they, or any of their insurers, may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must require its first-tier contractors or Sub Grantees 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 insurer(s) of Grantee's first tier subcontractors and Sub Grantees.

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 Sub Grantees, 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

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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: Delc.insurance@delc.oregon.gov or by mail to: **Attention Procurement Services, Oregon 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 C

Coordinated Enrollment Implementation Plan

<https://oregonearlylearning.com/wp-content/uploads/2021/08/Coordinated-Enrollment-Implementation-Plan.pdf>