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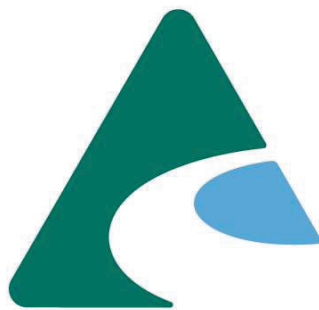
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Clackamas County
www.clackamas.us

October 22, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Agreement with the Oregon Department of Early Learning and Care for Clackamas Early Learning Hub. Total Agreement Value is \$755,087.81 for 9 months. Funding is through Oregon Department of Early Learning and Care. No County General Funds are involved.

Previous Board Action/Review: Prior Agreement: 20251218 IV.G.2

Performance Clackamas: Safe, Secure and Livable Communities

Counsel Review: Yes, Andrew Naylor

Contact Person: Jessica Duke

Procurement Review: n/a

Contact Phone: 971-291-8596

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of a Grant from the Oregon Department of Early Learning and Care (DELCO). Authorized under the Legislature's 2013 framework for Early Learning Hubs, this grant represents a continuation of funding following the conclusion of the prior grant period. CFCC serves as the Clackamas Early Learning Hub, coordinating early learning resources and services for children ages 0-6 and their families to support kindergarten readiness, stable and attached families, and system coordination.

In the last fiscal year:

- 89 early learning providers participated in professional development.
- 688 people watched public-health focused videos on a variety of early learning and health topics.
- 73 parents participated in workshops. Topics included mental health, financial literacy and family emergency preparedness.
- 400 families received essential needs supports.
- 50 preschool educators received support to include children with special needs in learning environments.

Grant value is \$755,087.81 for 9 months for services from October 1 2026, through June 30, 2027. No County General Funds are involved.

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve this Grant Agreement and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Services

For Filing Use Only

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677
www.clackamas.us

STATE OF OREGON GRANT AGREEMENT

Grant No. 25544

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

SECTION 1: AUTHORITY

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

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE 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, 2026 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2027 (“Expiration Date”).

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

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

4.2 Grantee’s Grant Manager is:

Danielle Stamm
Clackamas County
821 Main Street

Oregon City, Oregon 97045
971-288-8264
dstamm@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 on the Expiration Date (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$755,087.81 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Funds, Federal Funds and Other Funds (federal) appropriations (“Funding Source”). The funds available under this Grant are subject to reduction for reasons that include those described in Exhibit A, Section IV, paragraph (e).

Oct 1, 2026- June 30, 2027	General	Early Learning Account	Other Funds-Fed (Title IV-B)	Total
System Coordination	\$409,049.05			\$409,049.05
Kindergarten Partnership & Innovation (KPI)	\$225,637.07			\$225,637.07
Title IV-B2 Family Preservation			\$55,781.51	\$55,781.51
Title IV-B2 Family Supports			\$31,348.06	\$31,348.06
Birth Through Five Literacy (BT5)		\$33,272.12		\$33,272.12
Sub-Total	\$634,686.12	\$33,272.12	\$87,129.57	
Total Grant Agreement				\$755,087.81

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 an Early Learning Hub 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: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS

- 9.1** Grantee may enter into agreements with subgrantees 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 for sub-agreements valued at over \$15,000.
- 9.1.1** 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.
- 9.1.2** 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.
- 9.1.3** 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.
- 9.1.4** 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:
- 9.1.4.1** An employee, officer, or agent of the Grantee (“Related Person”);
 - 9.1.4.2** A Related Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
 - 9.1.4.3** The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
 - 9.1.4.4** Any individual for whom a Related Person has a legal support obligation; or
 - 9.1.4.5** 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: OWNERSHIP

10.1 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.

10.2 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.

10.3 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 11: CONFIDENTIAL INFORMATION

11.1 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”).

11.2 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 promptly, but in any event within 10 calendar days notify the Agency Grant Manager 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.

11.3 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.

11.4 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.

11.5 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 12: INDEMNITY/LIABILITY

12.1 Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a

Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 11 with respect to the Third Party Claim.

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

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

- 12.2 Subagreement Indemnity.** Grantee’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Department of Early Learning and Care, and their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or

hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that Agency shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Agency, be indemnified by the other party to Grantee's subagreement(s) from and against any and all Claims.

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

- 12.3 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 13: INSURANCE

- 13.1 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.
- 13.2 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.
- 13.3 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 14: 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 15: 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 16: DEFAULT

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

- 16.1.1** 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;
- 16.1.2** 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
- 16.1.3** 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.

- 16.2 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 17: REMEDIES

- 17.1 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.
- 17.2 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 18: 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:

- 18.1** 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;
- 18.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 18.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 18.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 19: TERMINATION

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

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

19.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

19.2.2 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;

19.2.3 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

19.2.4 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.

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

19.3.1 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.

19.3.2 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

19.3.3 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.

19.4 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 20: MISCELLANEOUS

20.1 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.

20.2 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.

- 20.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 20.9 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.
- 20.10 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.

- 20.11 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.
- 20.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 20.13 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.
- 20.14 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.
- 20.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
 - Exhibit C (Equity)
 - Exhibit D (Federal Terms and Conditions)
 - Exhibit E (Federal Award Identification)
- 20.16 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 21: 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: _____
Laura Sprehe, Senior Contract Specialist

Date

Clackamas County

By: _____
Authorized Signature

Date

Printed Name

Title

93-6002286

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email Nina Englander, AAG 10/1/2026

Date

Clackamas County Approved for Legal Sufficiency:
 10/08/2026

Assistant County Counsel

Date

EXHIBIT A THE PROJECT

PART I – DEFINITIONS

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

Administrative Overhead means any dollar that is not spent directly on services for children or on preparing and evaluating services for children. This is the cost of operating administrative functions within the Hub and its subcontractors and may include staff duties such as payroll processing and data entry and non-program related costs including space, supplies and phones.

Backbone Entity means the organization that provides administrative, operational, and fiscal support to the Early Learning Hub. A backbone entity is an organization that has an aligned mission and the resources to support an Early Learning Hub’s vision, mission, and role in advancing the regional early childhood system

Early Childhood Services means programs and services for children ages prenatal to 6 years of age that address language and literacy development, cognition and general knowledge and learning approaches, physical health and well-being, motor development and social and emotional development.

Early Learning Hub (“Hub”) means a group comprised of a Governance Council, which consists of cross-sector partners, a Hub Director(s) and staff, and operational support from a Backbone Entity. A Hub may stand-up their own operational and organizational structures without relying on a Backbone Entity if able to demonstrate stability to the satisfaction of the Department. Hubs have statutorily designated authority to integrate early learning services across systems and geographic boundaries.

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

Early Childhood System means cross sector initiative, inclusive of health, human services, public education, early learning and care, housing, higher education and workforce development, working in concert to coordinate policies, programs, and services, create infrastructure, improve integration, and achieve scale.

Family Advisory Council means a group of parents and caregivers providing input and guidance to the Governance Council to ensure family voices are central to regional decision-making.

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

Governance Council means a multisector council with decision-making authority who is the independent body responsible for providing strategic leadership and oversight for the Early Learning Hub.

In-kind Contributions means contributions to project scope other than cash. In-kind Contributions include but are not limited to: provision of rent-free space, provision of utilities, provision of custodial services, provision of secretarial services, provision of liability insurance benefits, administrative services, and transportation services.

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

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

Operational Support includes any combination of human resources, fiscal management, signing contracts and accepting responsibility for the Hub's outcomes, support for operations, supporting the Governance Council.

Priority Population means communities historically marginalized or underserved.

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

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

PART II – BACKGROUND

The primary purpose of the Early Learning Hubs is to advance the regional early childhood system in support of the statewide goals through their three core functions as convening, connecting, and building capacity with:

- Families;
- Cross-sector partners included in Raise Up Oregon:

- Early learning and care
- Health
- Human services
- Housing
- Public education
- Higher education
- Workforce development;
- Community partners, such as libraries and museums, culturally specific organizations, city and county government, advocates;
- Private partners, such as business and philanthropy;
- Tribal Nations

The Early Learning Hubs' secondary purpose is to work with the Department of Early Learning and Care and to support the development and progress of regional early learning and care services and programs that meet the needs of families.

PART III. PROJECT ACTIVITIES

Project Activities.

1. Hub Governance Council. Grantee shall:

- a. Have a Governance Council. The Governance Council is a multisector council with decision-making authority, as defined in change to OAR414-900-0010. The Governance Council is the independent body responsible for providing strategic leadership and oversight for the Early Learning Hub and ensures the Hub's priorities are executed successfully, with an emphasis on outcomes and continuous improvement. The Governance Council, which includes the Hub Director, helps shape the vision and direction of the Early Learning Hub. If the Hub utilizes a backbone entity for operational and organizational support, the Hub must do so as defined in OAR 414-900-0100.
 - i. The Hub Director(s) is a member of the Governance Council and plays a vital role as a liaison.
 - ii. Unless an exception is granted by the Department, a backbone entity may designate one additional representative to serve on the Governance Council.
 - iii. Representatives of the backbone entity who hold leadership roles such as those who have authority to oversee Hub operations, direct strategic decisions, or influence staffing may provide guidance or consultation but may not serve as members of the Governance Council.
 - iv. For purposes of Governance Council membership, the Hub Director does not fulfill the role of the backbone entity's designated representative.
 - v. Governance Councils must engage in good-faith efforts to include representatives from the following sectors:
 - (a) Health;
 - (b) Early learning and care;
 - (c) Public Education
 - (d) Human services;
 - (e) Housing;
 - (f) Higher education and workforce development; and

- (g) Business
 - vi. Governance Council must have members selected through a transparent process and includes both public and private entities, locally based parents and service recipients, human social service providers, childcare providers, health care providers and representatives of local governments from the service area.
 - vii. Governance Councils must include representative from at least one priority population determined by the Governance Council. If representatives from additional priority populations are interested in becoming members, the Governance Council must provide a seat.
 - viii. Governance Councils must include parent or caregiver representative(s).
 - ix. For Grantees with a federally recognized Tribe (or Tribes) within their assigned region, a Governance Council position must be made available for a member of each Tribe in the region. Hubs must regularly offer each Tribe the opportunity for participation in the case of a vacant position for the Tribe.
 - (a) Tribes within an Early Learning Hub's region include federally recognized Tribes with reservation lands, service areas, or program operations within or overlapping the Hub's geographic boundaries. It is best to defer to the Tribes on the identification of their territories. For support in Tribal engagement or collaboration, Hubs are encouraged to reach out to DELC's Office of Tribal Affairs.
 - x. If the Governance Council is unable to include representatives from all sectors and member categories for Governance Council membership as listed in this subsection, the Hub Director(s) must contact the Department for support.
 - xi. The Governance Council must include a chair who will be responsible for duties as outlined in the Grant Agreement. The chair must be an individual who is not employed by or associated with the backbone entity.
- b. The Governance Council shall be governed by a set of bylaws or other governing documents as described below.
- i. The Governance Council must develop and adopt bylaws or other governing documents as described herein within 90 days of its establishment or restructuring. If the Governance Council wishes to adopt governing documents other than bylaws, such as a charter or memorandum of understanding, the chair must first submit the proposed other governing documents and request written approval from the Department. Once approved, these governing documents will remain in effect for the life of the grant, unless otherwise amended with Department approval.
 - ii. The bylaws or other governing documents must include, but are not limited to:
 - (a) A clear statement of the Governance Council's purpose and authority including approving strategic plans, budgets, and funding priorities;
 - (b) Membership composition, including sector representation requirements, term limits, leadership structure if applicable, and appointment or election procedures;
 - (c) Roles and responsibilities of officers, committees, and members;
 - (d) Procedures for conducting meetings, including frequency, quorum requirements, decision-making processes, and conflict resolution methods;

- (e) A conflict-of-interest policy, including provisions for identifying, disclosing, and addressing potential conflicts;
 - (f) Policies for public engagement and transparency, including mechanisms for community member engagement and dissemination of Council decisions;
 - (g) A process for amending the bylaws or other governing documents;
 - (h) Procedures for conflict mediation and resolution with the backbone entity; and
 - (i) Procedures for dissolution or transition of the Council, if necessary.
- iii. The bylaws or other governing documents must provide the Hub Governance Council the decision-making authority in all planning, investment and implementation decisions.
- iv. The bylaws or other governing documents must include clear objectives.
 - (a) Bylaws or other governing documents must include a transparent policy development and decision-making process for Hub investments that clearly articulates the use of the Hub’s conflict of interest policy in all actions and decisions of the governing body.
 - (b) The Hub shall not amend bylaws or other governing documents related to work or services delivered under this Agreement without prior, written approval of Agency.
 - (c) Bylaws or other governing documents shall include clear process for adding Governance members, removing Governance members, and include term limits or a stated lack thereof.
- v. The bylaws or other governing documents must adhere to the following requirements regarding engagement and recruitment of new members:
 - (a) Convene Hub Governance Council every quarter at a minimum.
 - (b) Support the entire geographic region of the Hub and any priority populations identified by the Governance Council, even if those differ from the backbone entity’s typical service area:
 - a. The bylaws or other governing documents must specify that Hubs and their governing bodies will conduct outreach and engagement with interested parties representing diverse perspectives, including families who represent the Hub Coverage Area Priority Populations, direct service providers, local leaders, and required sector partners in all phases of the Hub’s work.
 - (c) Participation should be sought and fostered from:
 - a. African-American, Tribal, and other communities that have historically been underrepresented;
 - b. Communities that speak a primary language other than English;
 - c. Organizations serving children experiencing disabilities and families of children experiencing a disabilities and/or special medical needs
 - (d) *The bylaws or other governing documents must require the Hub Governance Council to establish and, at a minimum, annually review the Hub’s approach to family voice and leadership. The approach must provide intentional opportunities for families, including families who represent the Hub Coverage Area Priority Population(s), to inform Hub planning, investments, implementation, and continuous improvement.*

- (e) The bylaws or other governing documents must require Governance Councils to submit a 30-day prior written notice of proposed governance-structure design changes to the Agency Grant Manager for approval.
- c. The Governance Council shall conduct its meetings in a manner that promotes transparency and meaningful public engagement. At a minimum, the Hub shall:
 - i. Publicly post the date, time, location, and, if applicable, virtual meeting access information for each Governance Council meeting on a website maintained by the Hub in advance of the meeting. Governance Council meetings shall be open to members of the public to attend.
 - ii. Provide members of the public with an opportunity to submit public comment to the Governance Council through one or more methods established by the Hub, including written comments submitted before a meeting and/or verbal comments during a meeting.
 - iii. Make Governance Council meeting minutes or a recording of the meeting publicly available on a website maintained by the Hub within 60 days following the meeting.

2. Regional Alignment and Coordination – Early Childhood System. Grantee shall:

- i. Provide adequate Hub staffing for level of funding provided in order to carry out all project activities in this agreement. Staffing at a minimum must include, but is not limited to:
 - (a) 1.0 FTE in a Hub Director Role
 - (b) 0.5 FTE or more in support roles dedicated to the work of the Hub
- ii. Agency contacts must be notified of Hub and/or Backbone Agency leadership changes within 5 business days.
- iii. 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 volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.
- iv. Ensure all staff who provide Technical Assistance or support on-site in an Early Learning Program follow Agency guidance on Mandatory Reporter and serious health and safety concerns reporting. Guidance can be obtained from Agency.
 - (a) Grantee must ensure that Mandatory Reporter language is included in all subgrants and contracts for services provided onsite where children are present.
- v. Ensure Hub staff will participate in Agency-planned technical assistance and training, including, but not limited to;
 - (a) Learning collaborative(s), as scheduled
 - (b) Monthly webinars, as requested
 - (c) Work groups, as requested
 - (d) Regular one-on-one check-ins, as determined by the Agency

- (e) Peer learning
 - (f) Annual site visits and/or monitoring
- vi. The Grantee shall perform the roles and responsibilities outlined in the 'Roles All Hubs Share' document, as provided in Exhibit A, Attachment 4.
- vii. Maintain a Memorandum of understanding to engage with Childcare Resource and Referral (CCR&R) in Grantee's service region in a collaborative planning, implementation, and reflection cycle to progress toward shared goals.
- b. In partnership with Hub Governance Council and Family Advisory Council, lead regional alignment and coordination of early childhood systems as follows:
 - i. Create shared vision for regional Early Childhood System;
 - ii. Engage cross sector and community partners;
 - iii. Engage in system focused problem solving and action;
 - iv. Engage in continuous learning and improvement of regional Early Childhood System plans; and
 - v. Facilitate strategic convening of sector, community partners, and families.

3. Communications with local partners, community members, and interested parties.

Grantee shall:

- a. identify and empower local partners, community members, and interested parties to champion Hub's shared vision with organizations, community members, and elected officials.
- b. ensure timely, ongoing, and culturally and linguistically responsive communication about decisions, activities, and progress to interested parties. Assure interested parties have the information they need to be informed and active members of the Hub's systems building efforts.
- c. support, honor and recognize the sovereignty of the nine federally recognized Tribes within Oregon's borders, by ensuring strong community-driven partnerships that benefit tribal communities. Hubs may consider the following practices when collaborating and engaging with Tribe(s)/Tribal representatives:
 - i. Consistent communications directly with tribal representatives – this may include in-person, email, or other correspondence. Seek guidance from each Tribe when identifying tribal representatives.
 - ii. Thoughtful planning as tribal representatives will need time to consult with other tribal government staff before deciding on an action.
 - iii. Asking questions to clarify how communication is heard (do not assume silence means concurrence; it could signal disagreement and the need for further dialogue).
 - iv. Asking tribal officials about their preferred way of doing business and inquiring about potential tribal protocols for meetings and decision making.
 - v. Doing research ahead of time to find out with whom you will be consulting and their tribal position, if you have not communicated with the tribe previously.
 - vi. Being mindful of appropriate behaviors, demonstrating respect to tribal leaders just as you would to a leader of a foreign nation. Elders are dignitaries within a tribe; show respect toward tribal elders and allow them plenty of time to speak first.

- vii. Recognizing that in education and business, the cultural norms of tribes may be different from your own, and each tribe has a unique cultural heritage and traditions that contribute to collaboration, decision-making, and planning.
- viii. Should grantee wish to receive additional support in meeting this objective, grantee may request technical assistance from DELC's Office of Tribal Affairs through Agency Grant Manager.

4. Collaboration with Child Care Resources and Referral Agency

- a. Participation in Collaborative Research Convenings
 - i. Grantee shall actively participate in research and strategy convenings led by the Child Care Resources and Referral (CCR&R) agency, as requested.
 - ii. The purpose of these convenings is to identify challenges and opportunities for improving integration and alignment between the Early Learning Hub and the CCR&R agency within the service region.
 - iii. Grantee shall contribute data, insights, and recommendations to support shared understanding and inform strategic direction.
- b. Maintenance of a Regional MOU
 - i. Grantee shall establish and maintain an annual Memorandum of Understanding (MOU) with the CCR&R agency in the grantee's service area.
 - ii. The MOU shall outline:
 - (a) Joint goals aligned with the Early Learning Hub's strategic plan
 - (b) Specific collaborative activities
 - (c) Defined roles and responsibilities of each partner
 - (d) A shared cycle of planning, implementation, and reflection
 - iii. This Agreement shall serve as a tool to monitor progress and strengthen coordination between the agencies.

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

6. Data. Grantee shall:

- a. Provide data as requested by the Agency. Agency must provide what specific data is being requested and a reasonable timeline.
- b. **Child Care Provider Survey.** Provide the Agency with any survey that a grantee, contractor, or their subcontractors intend to send to childcare providers in draft form at least seven (7) business days in advance. Surveys should be sent to your DELC Grant Manager, who will share with the DELC Child Care Labor Liaison for review.

7. Family Support and Preservation Services ("Title IV-B2"). Grantee shall:

- a. Provide Family Support and Preservation services as required in Exhibit A, Attachment 1.
- b. Use only Title IV-B2 Grant Funds for Family Support and Preservation services as required in Exhibit A, Attachment 1.

8. Kindergarten Readiness Partnership and Innovation Program ("KPI") Grantee shall:

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

- b. Use only KPI Grant Funds for Kindergarten Readiness Partnership and Innovation Program services as required in Exhibit A, Attachment 2.

9. Birth Through Five Literacy (“BT5”). Grantee shall:

- a. Provide Birth Through Five Literacy services as required in Exhibit A, Attachment 3.
- b. Use only BT5 Grant Funds for Birth Through Five Literacy services as required in Exhibit A, Attachment 3.

PART IV: BUDGET AND FISCAL

Budget. Grantee shall:

- 1) Develop comprehensive financing that aligns local, county, state, and national funding opportunities to support the Hub and its systems building strategies.
- 2) Submit an annual budget using template provided by Agency. Budget guidelines include:
 - a. Total Administrative Overhead (including any indirect costs)
 - i. Funds allocated from Agency’s General Fund appropriations are limited to 15 percent.
 - ii. Funds allocated from Agency’s Title IV-B2 federal funds are limited to 10 percent of these federal funds, unless a current Federally Negotiated Indirect Rate is on file with agency.
 - (a) Federally Negotiated Indirect Rate should be submitted annually to Agency Grant Manager if applicable.
 - iii. Grantee shall make every reasonable effort to fully expend all funds allocated under this grant agreement in accordance with the approved budget and project timeline, as it is the expectation of the Agency that the entirety of the grant award be utilized to advance the project objectives.
 - (a) Approved budget may be revised up to 10 percent of a budget category without prior approval by the Agency, but in not case may a budget category adjustment result in an increase of the total amount of Grant funds set forth in this agreement. All budget modifications exceeding 10 percent must have prior written approval by the Agency.
 - (b) If the Grantee determines that they are unable to expend the funds as approved in the budget and cannot identify an appropriate alternative allocation, they shall promptly notify the Agency to collaboratively determine the most suitable course of action for the remaining funds.
 - iv. Grantee shall provide any additional budget or fiscal information, or further details as requested by the Agency Grant Manager within a reasonable time frame specified by the Agency Grant Manager.
 - a. Demonstrate a 20 percent local match of the funds provided through System Coordination Funding and provide a report annually to the Agency’s Grant Manager per Part V: Reporting Requirements.
 - i. Local match of funds may include, but is not limited to:
 - (a) office space
 - (b) non-Hub personnel such as business office
 - (c) value of volunteer hours for governance council, family advisory council, and other volunteer roles
 - (d) other funding that is not provided by the Agency such as from private donors, community funding and local, State, or Federal grants

- b. Use the Grant Funds only for allowable costs in amounts not to exceed the cost limits set forth in detailed budget submitted to Agency.

Non-allowable activities. Grant Funds may not be used for the following:

- c. Capital expenditures, such as building new or remodeling facilities. *Capital expenditures do not include operating supplies such as books, curriculum, materials, manipulatives, or furniture that is developmentally appropriate for young children.*
- d. Purchase of Vehicles.
- e. Political Lobbying Expenses. If there are political action or lobbying expenses embedded in an otherwise allowable expense such as professional association dues, the unallowed amount can not be claimed.
- f. Supplanting existing Federal or State funds.
- g. Payments of invoices to the Dolly Parton Imagination Library of Oregon for books or shipping expenses.

PART V: REPORTING REQUIREMENTS

Grantee shall complete the Reporting Requirements below by the due dates listed below.

Reporting Requirement	Due Dates
Budget and Staffing Report using an Agency provided template	12/01/2026
Programmatic Quarterly Reports using an Agency provided template	Oct-Dec 2026: 2/26/27 Jan-March 2027: 5/31/27 April-June 2027: 8/16/27
Fiscal Quarterly Reports & Claims using an Agency provided template	Oct-Dec 2026: 2/26/27 Jan-March 2027: 5/31/27 April-June 2027: 8/16/27
Match & In-Kind Report using an Agency provided template	08/31/2027
Annual Report using an Agency provided template	08/31/2027
Governance Council Membership Roster (using DELC-provided template that includes member affiliation and if voting or non-voting member),	02/26/2027
Bylaws or other governing documents,	02/26/2027
Additional Miscellaneous Reporting Requirements • Family Advisory Council membership List, • Subcontracts, • Conflict of Interest Policy, • Documentation of Training for Family Advisory Council Documentation of Governance Member Training,	As requested by Grant Administrator.

• All MOUs with partners (Head Start, school districts, culturally specific organizations, etc.). • Fiscal and/or Programmatic Monitoring	
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PART VI: ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the “Content”), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <https://www.webaccessibility.com/>
- Content to be posted on the web must adhere to:
https://www.webaccessibility.com/best_practices.php
- 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.

EXHIBIT A Attachment 1

TITLE IV-B2 FAMILY SUPPORT AND FAMILY PRESERVATION SERVICES

PART I. BACKGROUND

Family Support and Family Preservation Services are community-based services meant to promote the well-being of children and families. These services 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. *Source: US Department of Health and Human Services, Administration for Children and Families.* Exhibit A is in reference to services provided with Title IV-B2 funding.

PART II. ACTIVITIES

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

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

Family Support Services

1. Family Support Services shall:
 - a. be family-focused and targeted to the family and not only the child or other individual family member(s);
 - b. be focused on at-risk families so that the services will have an impact on the population that might otherwise require services from Oregon Department of Human Services (ODHS); and
 - c. focus on child welfare (not educational needs or other services which are the responsibility of other agencies).
2. Grantee shall provide Family Support Services that include, but are not limited to, the following:
 - a. in-home visits, parent support groups, and other programs designed to improve parenting skills by reinforcing parents' confidence in their strengths, providing information on child development and learning, and helping families to identify where

- improvement is needed and to obtain assistance in improving those skills. The focus shall be on improving parenting skills with respect to child development, family budgeting, coping with stress, health, and nutrition. Example of programs may include parenting classes, parent-to-parent supports, and in-home visitation classes;
- b. structured activities involving parents and children to strengthen the parent-child relationship, including, for example, play and learn programs and Healthy Families Oregon;
 - c. drop-in centers to afford families opportunities for informal interaction with other families and with program staff, including for example, family resource centers;
 - d. transportation, information and referral services to afford families access to other community services, including childcare, early learning programs, health care, nutrition programs, adult education literacy programs, legal services, and counseling and mentoring services, including, for example, Dial-a-Ride, Child Care Resource and Referral; and
 - e. early developmental screening of children to assess the needs of children, and assistance to families in securing specific services to meet these needs, including, for example, Healthy Families Oregon, Early Intervention, and mental health services.

Family Preservation Services

1. Family Preservation Services shall:
 - a. Be designed to help families (including adoptive and extended families) who are at-risk or in crisis including:
 - i. where safe and appropriate, return to families from which they have been removed; or
 - ii. placement for adoption, with a legal guardian, or, if adoption or legal guardianship is determined not to be safe and appropriate for a child, in some other planned, permanent living arrangement.
 - b. Pre-placement preventive services programs, such as intensive family preservation programs, designed to help children at risk of foster care placement remain safely with their families;
 - c. Support programs designed to provide follow up care to families to whom a child has been returned after a foster care placement;
 - d. Respite care of children to provide temporary relief for parents and other caregivers (including foster parents); and
 - e. Infant safe haven programs to provide a way for a parent to safely relinquish a newborn infant at a safe haven designated pursuant to a state law.
2. Grantee shall provide Family Preservation Services that include, but are not limited to, the following:
 - a. Family financial emergency support for housing stability and family safety to stabilize re-unifying families
 - b. Relief nurseries providing therapeutic early childhood and family preservation services
 - c. Home visits
 - d. Collaboration with foster care partners

- e. Family resource coordination
- f. Baby basket distributions
- g. Parenting education offered in English and Spanish
- h. Parent engagement opportunities
- i. Mental health counseling
- j. Support to families with cognitive limitations by providing service navigation and wrap around case management to families
- k. Referrals to additional social service programs
- l. Young Caregivers support groups that cover topics such as accessing community resources, home-life balance, self-care, and emotion regulation

PART III. BUDGET

1. When utilizing federal Title IV-B2 Family Support Services funds, Grantee shall comply with and require all providers to comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.
2. Grantee's total Administrative Overhead (including any indirect costs) for funds derived from Agency's Title IV-B2 Grant Funds, is limited to 10 percent of the Title IV-B2 Grant Funds, unless a current Federally Negotiated Indirect Cost Rate Letter is on file with Agency.

Activity	Federal Title IV-B2
Family Support Services	\$31,348.06
Family Preservation Services	\$55,781.51
Total	\$87,129.57

EXHIBIT A Attachment 2

KINDERGARTEN PARTNERSHIP AND INNOVATION PROGRAM

PART I. BACKGROUND

The Early Learning Kindergarten Readiness Partnership & Innovation Program (“KPI”) invests in innovative and promising models for connecting early learning, K-12, or other sectors across the state and promotes partnerships that provide supportive transitions for families, particularly the Hub-identified priority populations.

The KPI is designed to establish scalable and replicable models across early care and education settings and kindergarten classrooms to improve alignment and coordination at the local level. Activities are programs and strategies that intentionally bring together early learning and K-12 systems leaders to create changes in these systems to better support families. Strategies and tools may include but are not limited to:

1. Developing system-wide understanding of community, families, early learning and K-12 expectations for early learners and the system supporting them;
2. Developing system-wide understanding of gaps and needs of community, families, early learners, the early learning field, and K-12, and
3. Aligning policies and programs to provide supportive transitions and continuity of services from early learning and care to K-12 settings.

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

PART II. ACTIVITIES

Grantee shall:

1. Target all KPI-funded resources and activities to children and families from Priority Populations as defined via Early Learning Hub governance structure, including families from Priority Populations in decision-making related to grant funds. See OAR 414-900-0510.
2. Use Grant Funds for Agency-approved activities for Priority Populations with KPI funding, as follows:
 - a. Grantee must invest KPI funding to increase the connection between early learning, K-12, Tribal nations, or other regional sectors to support a successful transition into kindergarten.
 - i. Work that creates a welcoming school environment; promotes system understanding and advocacy among families; and/or involves continuous improvement cycles to understand and adapt to what families need to be welcomed and engaged in the education system.

- ii. Use or promote strategies that establish shared professional culture, expectations, and practices among educators across early learning and K-12 settings, which may include providing:
 - (a) Training and technical assistance that brings together professionals from early care and education settings and educators in K-3 to increase their ability to implement aligned practices;
 - (b) Leadership development for early care and education professionals, as well as K-3 teachers and administrators;
 - (c) Implementation of classroom observation protocols and related professional development, coaching or professional learning across early care and education settings and kindergarten classrooms;
 - (d) Professional development for K-12 administrators and/or kindergarten teachers on sharing student learning data with families;
 - (e) Alignment of curriculum, instructional practices, classroom environments, assessments, and use of data across early care and education and K-3 settings in ways that promote high quality, culturally responsive, developmentally appropriate practice; and
 - (f) With Agency approval, other approaches or strategies designed to establish and strengthen shared professional culture between the early care and education and K-12 sectors.
- b. Grantee must invest KPI funding that implements holistic culturally sustaining and/or culturally responsive community approaches that promote kindergarten readiness for children, which may include:
 - i. Multi-session, evidence-based or research-informed transition programs for children transitioning into kindergarten, which promote children’s understanding of the school environment, expectations, and other supports;
 - ii. Opportunities for children, families, and kindergarten teachers to build effective partnerships to promote children’s successful transition to kindergarten;
 - iii. Strategies that allow educators to understand the children they serve, including collaboration across educators in the early care and education and K-3 settings, such as sharing child-level data and work samples;
 - iv. Opportunities for families to share information with kindergarten teachers that will help them better understand children’s skills and assets at kindergarten entry;
 - v. With Agency approval, other activities that support children’s school readiness.
- c. Grantee must invest in systemic, culturally responsive approaches to engaging families as partners in children’s learning and development, which may include:
 - i. Evidence-based or research-informed culturally responsive parenting education programs designed for families with children ages 0-6;
 - ii. Parent-teacher home visits;
 - iii. Two-generation approaches, such as play and learn groups, that actively engage parents and caregivers in supporting children’s learning and development;
 - iv. Programs designed to strengthen parent leadership and advocacy;
 - v. Programs or campaigns designed to increase kindergarten attendance; and
 - vi. With Agency approval, other capacity-building strategies that strengthen partnerships between families, schools, and the early care and education sector to support children’s

readiness for kindergarten.

- d. Additional allowable activities on which Grant Funds may be expended include:
 - i. Hub staffing necessary to implement KPI activities, including but not limited to facilitation, convenings, and coordinating partnerships and systems changes;
 - ii. Focused outreach and marketing to ensure programs and approaches are advertised to priority populations;
 - iii. Professional development or technical assistance to subgrantees for implementation of activities within the subgrant;
 - iv. Communications or evaluation activities related to the Hub’s overall KPI strategy or related to individual programs.
3. Participate in technical assistance activities, including but not limited to monthly webinars and in-person meetings or as requested by Agency.
4. Grantee must provide oversight and technical support to subgrantees to ensure that they are able to execute activities and deliverables identified in their work plans or memoranda of understanding, within specified budget and timelines.
 - a. Establish written agreements with Hub/KPI subgrantees that include:
 - i. Specific deliverables;
 - ii. Timelines in which key activities will take place;
 - iii. Reporting and data sharing requirements;
 - (a) Project budget;
 - (b) A description of how KPI funds are being blended or braided with local or other funding sources.
 - b. Furnish copies of all signed agreements to Agency staff as requested.
 - c. If the grantee or subgrantee(s) cannot execute the activities and deliverables identified in their work plans within the specified budget and timelines, the grantee may amend its work plan, budget, and sub-grants with prior Agency approval.

PART IV. BUDGET

Grantee’s total Administrative Overhead (including any indirect costs) for funds derived from Agency’s KPI Grant Funds are limited to 15% of the KPI Grant Funds.

Activity	General Fund	Total
KPI Allowable Activities	\$225,637.07	\$225,637.07
Grand Total	\$225,637.07	\$225,637.07

EXHIBIT A

Attachment 3

BIRTH THROUGH FIVE LITERACY

Part I: Background:

Recognizing that families, as children's first teachers, play an integral role in their child's literacy development, the Department of Early Learning and Care (DELC) is committed to centering families in the Birth Through Five (BT5) Literacy Plan. This means being responsive to community needs by resourcing innovative programming that is informed by the community, meets the needs of diverse families, and aligns with the goals and outcomes of DELC across professional development, parenting education, kindergarten transition programs, and more.

Part II: Purpose/Goal:

In order to increase access to culturally responsive family education and support opportunities, DELC is allocating BT5 Grant Funds through grants to Early Learning Hubs for the 25-27 biennium to expand or establish:

- Early literacy activities for families
- Book and literacy material distribution
- Cross-sector, regional partnerships that support early literacy
- Engagement with Tribal Leaders and Tribal Nations

Part III: Definitions:

Early literacy resources and materials: resources designed to support young children's development of foundational early literacy skills such as speaking and listening, recognizing sounds in words, knowing letters and how they work, and reading books. These materials could include books, toys and figures, audio and musical instruments, learning games, dress-up clothes and props, art supplies, classroom signs and labels, as well as caregiver resources like guides and tip sheets.

Research-aligned, developmentally appropriate professional development: learning aligned with current research and practices that are culturally responsive, relevant to diverse learners and adult learning needs that builds on each learner's individual strengths and considers social cultural contexts.

Part IV: Activities

Grantee shall complete the following activities:

12. Establishment or expansion of research-aligned, early literacy-focused professional development opportunities for early learning partners, early childhood educators and / or caregivers. There should be a good faith effort made to align any training intended for early childhood educators with the Oregon Registry System.
13. Establishment or expansion of parent/caregiver engagement activities related to literacy. May include evidence-based family education classes, workshops, parent support activities and family activities related to literacy.

14. Establishment or expansion of book and / or other literacy material distribution in multiple languages focused on early literacy development.
15. Establishment or expansion of cross-sector, regional partnerships with organizations to increase access to books and other literacy resources / materials.
16. Engage with Tribal Officials and/or Tribal leaders and cultural experts to understand the specific and cultural needs and preferences of sovereign Tribal Nations and indigenous populations regarding language and literacy.

Part V: Activities – Deliverables

Grantee shall:

1. Execute activities and deliverables identified by the Agency and approved within the specified funding and timelines.
 - a. In executing the activities described above, Grantee shall use available data to focus funding and activities on Priority Populations;
 - b. Upon approval by Agency in accordance with the terms of this Grant, Grantee shall follow Hub's process for distributing BT5 Grant Funds to subgrantees, including which interested parties are involved in the decision-making process;
 - i Hub must provide oversight and technical support to subgrantees to ensure that they are able to execute activities and deliverables identified in their work plans or memoranda of understanding, within specified budget and timelines.
 - ii Establish written subgrant agreements with Hub subgrantees that include:
 1. Specific deliverables that align with allowed BT5 activities;
 2. Timelines in which key activities will take place;
 3. Reporting and data sharing requirements;
 4. Participation in program evaluation;
 5. Project budget;
 6. Statement acknowledging the sub-grantee's role and responsibility to participate in data collection and program evaluation; and
 7. A description of how BT5 funds are being blended or braided with local or other funding sources and furnish copies of all signed agreements to Agency staff as requested.
 - c. In executing the activities described above, Grantee shall perform BT5 activities respective to local needs, community readiness, and leadership and organizational factors.

Part VI: Reporting

To monitor progress and ensure meaningful outcomes, DELC will track indicators related to early literacy trainings developed and delivered, families receiving early literacy resources and families participating in early literacy engagement events or activities. Grantees must separately track activities funded by BT5 and report only the outputs related to those specific activities.

Grantees must participate in any required program evaluation activities, which may include surveys, collection of community or school level data, focus groups, interviews, document reviews, and/or other quantitative or qualitative evaluation approaches. Program evaluation methods may evolve or change over time. NOTE: It is the responsibility of the grantee to ensure that all subgrantees are aware of and able to respond to requests for data and information, including demographic information of program participants, as part of the program evaluation.

<u>Reporting Requirement</u>	<u>Report Description</u>	<u>Due Date</u>
BT5 Project Plan and budget	Submit biennial BT5 Project Plan and Budget via Agency Provided Template	60 days following agreement execution
Quarterly Progress Reports	Reports submitted quarterly via Agency provided template which at minimum must include data about the following: Report on if grantee acquired or developed early literacy materials in non-English languages Multiple choice question (yes/no) Which languages materials are available in Number of early literacy materials acquired or developed in non-English languages Narrative description of the types of early literacy materials the grantee acquired or developed, regardless of language Number of early literacy trainings developed Number of early literacy trainings developed in non-English languages Which non-English languages early literacy trainings were developed in Number of early literacy trainings offered to educators, providers, or other staff Number of early literacy trainings offered to educators, providers, or other staff in non-English languages Number of educators, providers, or other staff who received early literacy training Narrative description of the early literacy trainings offered to educators, providers, or other staff	Oct-Dec 2026: 2/26/27 Jan-March 2027: 5/31/27 April-June 2027: 8/31/27

	Number of families receiving early literacy resources Number of early literacy resources distributed Narrative description of the types of early literacy resources distributed Number of early literacy family engagement events or activities held Number of families participating in early literacy family engagement events or activities Narrative description of the early literacy family engagement events or activities held Report on if organization established or expanded cross-sector, regional partnerships with organizations to increase access to books and other literacy resources/materials Multiple choice question (yes/no) Narrative description Report on if organization engaged with Tribal Officials and/or Tribal leaders and cultural experts to understand the specific and cultural needs and preferences of sovereign Tribal Nations and indigenous populations regarding language and literacy Multiple choice question (yes/no) Narrative description	
Quarterly Expenditure Report and Claim	Must contain: Detailed line item of expenditures by budget category Brief explanation on all non-personnel costs incurred	Oct-Dec 2026: 2/26/27 Jan-March 2027: 5/31/27 April-June 2027: 8/16/27
End of Year Report	Agency Provided Template	11/30/202 <u>7</u>

EXHIBIT A

Attachment 4

ROLES ALL HUBS SHARE

Unless otherwise stated in this Grant Agreement, Grantee shall adhere to the following Roles All Hubs Share document to the greatest extent possible:

[https://www.oregon.gov/delc/programs/Documents/Roles%20all%20Hubs%20Share%20\(1\).pdf](https://www.oregon.gov/delc/programs/Documents/Roles%20all%20Hubs%20Share%20(1).pdf)

HUB RESOURCES

[DELC Early Learning Hub webpage:](#) This webpage includes a map of the regional Early Learning Hubs, Hub contact information, and an explanation of the Hub early learning system.

[Early Learning Hub Ruleset:](#) Oregon Administrative Rules approved June 2025 and effective October 1, 2025.

[Early Learning Hub Statute:](#)

Oregon Statute 417.827.

[Getting Aligned: Oregon Early Learning Hub Report:](#) A document by the BUILD Initiative that chronicles over a year of facilitated engagement with Early Learning Hubs, DELC leadership and staff, and Early Learning Council members. This document includes highlights of Roles All Hubs Share as well as identifying infrastructure needs to support a diverse, statewide regional system. It also includes recommendations from the BUILD Initiative to support the effectiveness of the Hubs in advancing Oregon's early childhood system .

[Roles All Hubs Share:](#) A summary document by the BUILD Initiative highlighting the results of engagement with Early Learning Hubs, DELC leadership and staff, and Early Learning Council members to gain consensus about the core functions of Early Learning Hubs and to develop an updated vision and mission.

All Early Learning Hubs & Counties Served

Hub Name	Counties Served
Blue Mountain Early Learning Hub	Morrow, Umatilla, Union
Early Childhood Hub of Lane County	Lane
Early Learning Hub of Central Oregon	Crook, Deschutes, Jefferson
Early Learning Hub of Clackamas County	Clackamas
Early Learning Hub of Linn, Benton & Lincoln Counties	Benton, Lincoln, Linn
Early Learning Multnomah	Multnomah
Early Learning Washington County	Washington
Eastern Oregon Early Learning Hub	Baker, Malheur, Wallowa
Four Rivers Family Early Learning & Parenting	Gilliam, Hood River, Sherman, Wasco, Wheeler
Frontier Early Learning Hub	Grant, Harney
Marion & Polk Early Learning Hub, Inc	Marion, Polk
Northwest Early Learning Hub	Clatsop, Columbia, Tillamook
South Coast Early Learning	Coos, Curry, Douglas
South-Central Early Learning Hub	Douglas, Klamath, Lake
Southern Oregon Early Learning Services	Jackson, Josephine
Yamhill Community Care Early Learning	Yamhill

EXHIBIT B

INSURANCE

INSURANCE REQUIREMENTS:

Grantee must obtain, or must self-insure, 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.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Grantee shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

☒ Required ☐ Not Required

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, 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 and not less than \$2,000,000 annual aggregate limit.

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, nonowned, 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 ☐ Not Required

Grantee/Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Grantee/Recipient and Grantee/Recipient’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ Required ☒ Not Required

Grantee/Recipient shall provide Network Security and Privacy Liability Insurance for the duration of this Grant Agreement and for the period of time in which Grantee/Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$N/A per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment

Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Grantee/Recipient’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Grantee/Recipient that arise from the goods delivered or Services (including transportation risk) performed by Grantee/Recipient under this Grant Agreement is also acceptable.

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY:

☐ Required ☒ Not Required

Grantee/Recipient shall provide Directors, Officers and Organization Liability Insurance covering the Grantee/Recipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$N/A per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:

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

☐ Not Required

Grantee/Recipient shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient’s employees and volunteers. Policy endorsement’s definition of an insured must include the Grantee/Recipient, and the Grantee/Recipient’s employees and volunteers. Coverage must be written in an amount of not less than \$1,000,000 per occurrence or per claim and not less than \$2,000,000 annual aggregate. 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, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall 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. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Grantee/Recipient’s primary and excess liability policies are exhausted.

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.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Grantee/Recipient's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Grantee/Recipient shall waive rights of subrogation which Grantee/Recipient or any insurer of Grantee/Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee/Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Grantee/Recipient or the Grantee/Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance other than Physical Abuse and Molestation Insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- i. Grantee/Recipient's completion and Agency's acceptance of all Services required under the Grant Agreement, or
- ii. Agency or Grantee/Recipient termination of this Grant Agreement, or
- iii. The expiration of all warranty periods provided under this Grant Agreement.

If PHYSICAL ABUSE AND MOLESTATION INSURANCE is required, then refer to that coverage requirement for separate Continuous Claims Made Coverage that applies.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) 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 Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Grantee/Recipient or its insurer must provide at least 30 calendar 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/Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall 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.

Additional Coverages That May Apply:

CONTINUOUS CLAIMS MADE COVERAGE FOR PHYSICAL ABUSE AND MOLESTATION INSURANCE:

If Physical Abuse and Molestation Insurance is on a claims made basis and does not include an extended reporting period of at least 60 months, then Grantee/Recipient shall maintain continuous claims made Physical Abuse and Molestation Insurance coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 60 months following the later of:

- i. Grantee/Recipient's completion and Agency's acceptance of all Services required under the Grant Agreement, or
- ii. Agency or Grantee/Recipient termination of this Grant Agreement, or
- iii. The expiration of all warranty periods provided under this Grant Agreement.

EXHIBIT C (REVISED OCTOBER 2025)

COMMITMENTS AND EXPECTATIONS FOR FAIR ACCESS AND INCLUSION

DELC’S Mission and Vision

The Department of Early Learning and Care’s (DELC) mission is to foster coordinated, culturally appropriate, and family-centered services that recognize and respect the strengths and needs of all children, families, and early learning and care professionals.

Our vision is that all children, families, early care and education professionals, and communities are supported and empowered to thrive.

To meet this mission, DELC focuses on recognizing the strengths of children, families, and providers to improve services and ensure fair access for all. We support services that are respectful of the beliefs, practices, and languages of Oregon’s communities. This includes understanding and responding to cultural differences at every level—policy, organization, and individual interaction.

DELC’s Equity Statement

We are committed to dismantling the systems of oppression that harm and create disparities for communities who are historically and institutionally excluded. We are adopting anti-racist principles, expanding access to services, and ensuring community representation and shared power in agency efforts. We are fostering a culturally responsive environment in which all individuals can experience a sense of belonging as they access programs, services, and resources.

DELC supports employees, early learning providers, and all children up to 5 years old in Oregon’s diverse communities—rural and urban—and work to improve outcomes for all.

DELC expects its staff, partners, and collaborators to share these values and work toward removing barriers and improving outcomes for all children and families in Oregon, as required by law.

DELC’s Commitment to Civil Rights Law

DELC and its partners are committed to following applicable state and federal civil rights laws that protect people from discrimination. This includes laws like Title VI of the Civil Rights Act and the Americans with Disabilities Act, which help ensure that all children and families can access services fairly and without barriers. Our shared responsibility is to treat everyone with dignity and respect, and to build programs that are welcoming, lawful, and responsive to the needs of Oregon’s diverse communities.

DELC’s Commitment to Tribal Sovereignty

DELC has a unique relationship with each of the Nine Federally Recognized Tribal Nations within Oregon’s borders. DELC honors and recognizes the sovereignty of the Nine Federally Recognized Tribal

Nations within Oregon and ensures strong government-to-government relationships to benefit Tribal communities. Sovereignty describes the inherent right of Tribal Nations to exercise self-governance.

DELC will strengthen our internal capacity to support respectful relationships and collaboration through training and technical assistance. We acknowledge past harm and are committed to reducing current harm. We aim to co-develop guidance and support for partners and grantees working with Tribal Nations.

Shared Commitments and Expectations for Grantees and Contractors

To the extent permitted by law, grantee and contractor staff shall:

- Create a workplace culture that welcomes all people and treats them with respect.
- Listen to and respond to the children, families, and communities they serve, considering their culture, values, history, and experiences with discrimination or exclusion.
- Communicate with children and families in their preferred language and honor cultural norms, including greetings, food preferences, and spiritual beliefs.
- Continue learning about their own biases and seek support to improve relationships and services.

To the extent permitted by law, grantee and contractor leadership shall:

- Ensure hiring and employment practices are free from discrimination based on race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.
- Require subcontractors and vendors to follow the same nondiscrimination standards.

To the extent permitted by law, DELC expects grantees and contractors to serve Tribal communities, children, families, providers, and educators when applicable, in a respectful manner. To the extent permitted by law, when applicable and at the option of the Tribe(s), DELC expects grantees and contractors to make reasonable efforts to work with Tribal Nations in the region(s) that grantees and contractors perform activities or provide services, which includes Tribal reservation boundaries, unceded, and/or pre-contact, and/or aboriginal lands. In performing this work, when applicable, grantees and contractors are expected to seek understanding of the historical and contemporary context of the Native American communities within or adjacent to service areas. Grantees and contractors shall respect Tribal sovereignty, including educational sovereignty and data sovereignty. If grantees and contractors need support in this area, such grantees and contractors may contact their Program or Grant Manager, Contract Administrator, and/or DELC's Office of Tribal Affairs.

Key Areas for Inclusive Improvement

DELC has identified four focus areas to guide its work with grantees and contractors. These areas support our mission and align with our strategic plan, Growing Oregon Together. They apply to Tribal Nations within, overlapping, or sharing service areas, when relevant.

1. Engagement and Collaboration with Community Partners

To the extent permitted by law, grantees and contractors should:

- Provide regular opportunities for families, providers, and community members to share feedback.

- Engage and collaborate with community partners without discrimination in the engagement outcomes.
- Take timely action based on community input.

2. Empowerment of Community Partners

To the extent permitted by law, grantees and contractors should:

- Co-create programs and policies with families and providers.
- Include community voices in planning and decision-making.
- Offer leadership opportunities and support participation with time and financial resources.

3. Workforce Development

To the extent permitted by law, grantees and contractors should:

- Hire and retain staff without discrimination of any communities they serve and can communicate effectively across cultures.
- Support ongoing professional development with time and resources.
- Offer competitive pay based on experience and qualifications.

4. Safe and Welcoming Workplace

To the extent permitted by law, grantees and contractors should:

- Maintain policies that protect staff from discrimination and harassment.
- Promote a respectful and inclusive work environment for all.

DELC will track how contractors and grantees are meeting their commitments and making progress in the focus areas outlined in their agreements. Each contractor or grantee must report on their efforts and show clear steps toward improvement. DELC understands that this work takes time and expects all partners to keep improving their practices to support fair, lasting, and meaningful results for Oregon's children, families, and communities, in line with DELC's values and applicable law.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

Required Federal Terms and Conditions

1. FEDERAL FUNDS

- 1.1 If specified below, Agency's payments to Contractor under this Contract will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Contractor, by signing this Contract, 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 sub-recipient ☐ Contractor is a vendor ☐ Not applicable

- 1.3 Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: CFDA#66.444

2. FEDERAL PROVISIONS

- 2.1 The use of all federal funds paid under this Contract are subject to all applicable federal regulations, including the provisions described below.
- 2.2 Contractor must ensure that any further distribution or payment of the federal funds paid under this Contract by means of any contract, subgrant, or other agreement between Contractor and another party for the performance of any of the activities of this Contract, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Contract.
- 2.3 Contractor 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 Contract.

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 Contract, as applicable.

For purposes of these provisions, the following definitions apply:

"Agreement" means this Agreement or any contract or subcontract funded by this

Agreement.

“Contractor” and “Subrecipient” and “Non-Federal entity” means Contractor or Contractor’s contractors or subcontractors, 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.

(A) 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.”

(B) 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.

(C) 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.

(D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 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.

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

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

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

(E) See §200.322, Procurement of recovered materials: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty>

=HTML#se2.1.200_1322.

(F) Audits.

- i. Contractor shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- ii. If Contractor expends federal awards in excess of \$1,000,000 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 shall save, protect and hold harmless the State of Oregon from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. 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.

(G) Whistleblower. Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. § 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor shall inform any sub-recipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.

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

EXHIBIT E

FEDERAL AWARD IDENTIFICATION

(Required by 2 CFR 200.332(b)(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):	NVWKAVB8JND6
(iii) Federal Award Identification Number (FAIN):	2503ORFPSS
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	05/09/2025
(v) Grant period of performance start and end dates:	Start: 10/1/2024 End: 6/30/2027
(vi) Grant budget period start and end dates:	Start: 10/1/2024 End: 6/30/2027
(vii) Amount of federal funds obligated by this Grant:	\$87,129.57
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	On File with Agency
(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>	\$87,129.57
(x) Federal award project description:	Family Preservation and Stabilization Services
(xi) a. Federal awarding agency:	US Department of Health and Human Services
b. Name of pass-through entity:	Department of Early Learning and Care
c. Contact information for awarding official of pass-through entity:	Name: Alyssa Chatterjee, Director, DELC Alyssa.Chatterjee@delc.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 93.556 Title: MaryLee Allen Promoting Safe and Stable Families Program Amount: \$2,896,117.00
(xiii) Is federal award research and development:	Yes ☒ No ☐
(xiv) a. Indirect cost rate for the federal award:	No (05/2023)
b. Is the de minimis rate being used per §200.414?	Yes ☐ No ☒