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Clackamas County
www.clackamas.us

April 23, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval to Accept a Directly Appropriated Grant from the Oregon Department of Early Learning and Care for Clackamas County Early Learning Hub Coordinated Enrollment. Agreement Value is \$303,250.42 for 15 months. Funding is through the Oregon Department of Early Learning and Care. No County General Funds are involved.

Previous Board Action/Review: N/A
Performance Clackamas: Healthy People
Counsel Review: Yes -Andrew Naylor
Contact Person: Jessica Duke

Fiscal Review: Yes
Contact Phone: 971-291-8596

EXECUTIVE SUMMARY: The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Revenue Grant Agreement from the Oregon Department of Early Learning and Care (DELIC) for continuation of Coordinated Enrollment services. This award is directly appropriated each year to Early Learning Hubs throughout the State to recruit and verify eligibility for Preschool Promise, as well as support recruitment of eligible children into all publicly funded preschool and early childhood programs.

In the last fiscal year, 202 children were enrolled, and more than 500 families were offered support in connecting with preschool and other resources.

Grant Value is \$303,250.42 for services from April 1, 2026, through June 30, 2027.

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

Respectfully submitted,
Mary Rumbaugh

Mary Rumbaugh
Director, Health, Housing, and Human Services

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STATE OF OREGON GRANT AGREEMENT

Grant No. 25474

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 on behalf of Early Learning Hub of Clackamas County (“Grantee”), each a “Party” and, together, the “Parties.”

SECTION 1: AUTHORITY

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

SECTION 2: PURPOSE

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 April 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 350; Salem, OR 97301
Phone: 971-719-6153 | karla.branson@delc.oregon.gov

Programmatic:

Sydney Brown, Coordinated Enrollment Analyst
Department of Early Learning and Care
700 Summer Street NE, Suite 350; Salem, OR 97301
Phone: 503-510-9531 | sydney.brown@delc.oregon.gov

4.2 Grantee’s Grant Manager is:

Dani Stamm
Early Learning Hub Director
821 Main Street
Oregon City, OR 97045
Phone: 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 \$303,250.42 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Early Learning Account as set forth below (“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).

PSP ELA (#53101)	CE ELA (#53019)	Coordinated Enrollment Total
\$170,420.25	\$132,830.17	\$303,250.42

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity and will deliver such

notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

8.1.1 Grantee is a unit of local government duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

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

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

made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

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

SECTION 9: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS

- 9.1** Grantee may enter into agreements with contractors or sub grantees (collectively, "sub agreements") for performance of specific services for the Project only with written approval by the Agency's Grant Manager for sub-agreements valued at over \$15,000.
- 9.1.1** Grantee may not subcontract for the delivery of the Project in its entirety, but may subcontract for specific services such as transportation, food preparation, janitorial services, and other similarly limited services that support the Project.
- 9.1.2** All sub agreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Grant Agreement to the contractor or subcontractor. Use of a sub agreement does not relieve Grantee of its responsibilities under this Grant Agreement.
- 9.1.3** Grantee agrees to provide Agency with a copy of any signed sub agreement upon request by Agency. Any substantial breach of a term or condition of a sub agreement must be reported by Grantee to Agency within ten (10) days of its discovery by Grantee.
- 9.1.4** Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law, including any applicable provisions of the Oregon Public Contracting Code and its implementing rules.
- 9.1.5** Grantee shall not award, enter into, or otherwise participate in any sub agreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the sub agreement:
- 9.1.5.1** An employee, officer, or agent of the Grantee ("Related Person");
- 9.1.5.2** A Related Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- 9.1.5.3** The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
- 9.1.5.4** Any individual for whom a Related Person has a legal support obligation; or
- 9.1.5.5** An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

SECTION 10: 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 advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request and if permissible by applicable law, 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** 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 10 with respect to the Third-Party Claim.

- 12.2** 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 will 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.
- 12.3** 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), University 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 Grantee 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.

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, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 18 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 C (Equity)
 - Exhibit B (Insurance)
- 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: _____
Contract Specialist

Date

Clackamas County


By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency:  _____ Date: 04/01/2026
Assistant County Counsel

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Kevin Gleim

Date: March 5, 2026

EXHIBIT A

THE PROJECT

PART I – BACKGROUND

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

PART II – DEFINITIONS

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

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

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

Early Care and Education (“ECE”) Services means early learning and development programs providing center and home-based services for children aged prenatal to 6 years, such as Head Start, Oregon Prenatal Kindergarten, Preschool Promise, Baby Promise, K-12 programs, Early Intervention/Early Childhood Special Education, other preschool programs, and childcare. These services are further defined as including the formal settings outside of the home, regardless of funding source, that provide care and education for children from birth through kindergarten entry. They address key developmental domains such as language and literacy, cognition and general knowledge, approaches to learning, physical health and well-being, motor development, and social-emotional growth.

Early Intervention/Early Childhood Special Education (“EI/ECSE”) Program means services to support the development of infants, toddlers, and young children with disabilities. Early Intervention (EI) – Refers to individually designed services for children birth to three and support for parents to enhance children’s physical, cognitive, communication, social emotional and/or adaptive development. Early Childhood Special Education (ECSE) – Refers to specially designed instruction for children ages 3 to the age of public-school eligibility in the areas of communication, cognitive, social/emotional, adaptive and others.

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

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

PART III. PROJECT ACTIVITIES AND BUDGET

Coordinated Enrollment Project Activities: Grantee shall:

- A. Provide a level of staffing required to effectively support and manage Coordinated Enrollment in Grantee’s Early Learning Hub region. Grantee’s staff must participate in all DELC-sponsored training and technical assistance (T/TA) regarding Coordinated Enrollment. Core DELC-sponsored T/TA activities for Coordinated Enrollment include:
 - a. Monthly Hub-PSP Meetings
 - b. Monthly Hub Coordinated Enrollment Meetings
 - c. Quarterly Check-Ins with the DELC CE team to support capacity building and implementation of Coordinated Enrollment Project Activities
- B. Align strategies and related key activities described in the Early Learning Hub’s broader work for the region and communities, which is funded by a separate grant agreement
- C. Collaborate with partners to coordinate efforts related to enrollment into publicly funded Early Care and Education Services: Develop and execute a Memorandum of Understanding (MOU) with the Oregon Prenatal to Kindergarten (OPK) programs in the Hub region. The MOU should outline agreements and plans for coordinating key aspects of the processes leading to enrollment in publicly funded ECE programs in the region. A list of minimum elements to be included in the MOU will be provided by DELC.
- D. Develop a Community Plan (formerly called Early Childhood Service Analysis) for the Early Learning Hub region every two years, reviewed annually with an opportunity for updates. A Community Plan is the regional plan that each Early Learning Hub is required to create under ORS 329.172. Each Community Plan outlines a vision and roadmap for ECE services in the region, identifies priority populations for publicly funded ECE services, and includes family needs and preferences within publicly funded ECE services. At a minimum, Grantee must collaborate with the Child Care Resource and Referral (CCR&R) entity and the Head Start-OPK programs in the Hub region, in the process of developing a Community Plan. A template with minimum Community Plan requirements and further criteria will be provided by DELC.
 - a. Based on the Hub Community Plan findings, develop a Marketing and Outreach Plan that documents the Hub’s annual plan for coordinating marketing and outreach with other publicly funded Early Childhood Service providers and conducting marketing and outreach for the Preschool Promise program in the region, using a template to be provided by DELC.

Preschool Promise Recruitment, Eligibility, Selection and Placement Project Activities: Grantee is responsible for placement of children into the Preschool Promise program using the processes and procedures for eligibility determination, selection and placement as set forth in OAR 414-470-0000 to 414-470-0075 and Agency’s Preschool Promise Enrollment Manual.

A. PSP Support

- a. Grantee must ensure that all Coordinated Enrollment staff thoroughly review, understand, and adhere to the requirements outlined in the Preschool Promise Enrollment Manual.
- b. Grantee shall develop a process for receiving and sharing parent feedback with PSP grantees.
- c. Grantee shall participate in collaborative efforts to create a plan for how Hub Coordinated Enrollment staff, the family, EI/ECSE specialist/coordinator, PSP Grantee, CCR&R, and other identified agencies or individuals will convene to ensure that IDEA and ADA requirements are met and include identifying supports and resources for reasonable modifications. It should also guide PSP Grantees in making individualized assessments about their ability to meet the specific needs of a child. Grantee should work with the broader community to ensure that families have access to timely placement processes and comprehensive information about available resources to support their child’s needs.

B. PSP Recruitment and Eligibility

- a. Grantee shall develop familiarity with all Preschool Promise providers within their region and establish systems to share program information that support families in making an informed decision on enrollment and ensure that children and families are connected to PSP grantees that align with the family's self-identified need and interest.
- b. Grantee shall make available PSP application materials to interested families in various formats including but not limited to electronic and paper forms.
- c. Grantee shall collaborate with all PSP grantees (including dual funded Oregon Prenatal through Kindergarten and Tribal programs) and Community Partners on outreach and marketing strategies to ensure that families have knowledge of, and are connected to, community resources and support to meet the needs of children and families served by the preschool program.
- d. Grantee Coordinated Enrollment staff must submit a waiver request to Agency to enroll non-income eligible children living in a geographic area with limited access to preschool, subject to Agency approval (OAR 414-470-0010).
- e. If PSP slots in a given program are not full, Grantee shall develop a plan in collaboration with PSP grantees to fill slots including targeted outreach. Grantee shall meet no less than monthly with the PSP grantee. The plan should include the steps and strategies the Grantee will take in collaboration with the Preschool Promise grantee to fill open slots. The Plan must include but not be limited to strategies, timelines, roles and responsibilities, and other action steps. Outreach plan will be reported in the Hub-PSP Site Level Placement Report. Grantee must collaborate with PSP Grantees involved in the Low Enrollment process.

C. PSP Selection and Placement

- a. Annually, informed by findings from the Hub Community Plan, Grantee must develop and submit to DELC their Regional Preschool Promise (PSP) Selection Criteria and Process, describing the criteria and process that will guide the selection of children for PSP placement in accordance with ORS 329.172, OAR 414-470-0000 et seq., and guidance. PSP Grantees must be consulted in the process of determining PSP selection criteria. Annually, Grantee shall provide training and technical assistance to PSP grantees on eligibility process, platforms used, and Regional Selection Criteria and Process, in addition to other resources and information needed to support the work.
- b. Grantee shall continuously place children into the Preschool Promise program throughout the year to ensure all slots are filled and must report monthly to Agency on the number of openings per region and per site. Grantee must promptly notify the PSP Grantee of the family's selection via email or an agreed-upon communication method.
- c. Grantee must maintain a PSP applicant waitlist.
- d. Grantee shall develop a clear process and communication channel for exchanging timely updates with PSP Grantees to support the PSP placement and enrollment process.
- e. Upon placement, Grantee must provide the PSP provider with the completed PSP Application and Certification of Eligibility for all placed children. The transfer of eligibility verification documents and the certification form must comply with the requirements of the Family Educational Rights and Privacy Act (FERPA). PSP Application, Certification of Eligibility, and all supporting documents must be retained by Grantee throughout the child's enrollment period and for six (6) years after the child's participation in PSP concludes.

PART IV. BUDGET 25-27

Grantee shall:

1. Submit a detailed budget to the Agency using the Agency-provided template within 45 days of executing the Grant and report budgeted expenditures to Agency quarterly as set forth in the table on Part VI below.
 - A. Approved budget may be revised up to 10 percent of a budget category without the prior approval by the Agency, but in no case may a budget category adjustment result in an increase of the total amount of Grant Funds set forth in Section 6 of this Agreement. All budget modifications exceeding 10

percent must have prior written approval by the Agency.

- B. Grantee’s combined administrative costs and indirect costs are limited to 15 percent of the state Other Funds.
- c. Use the Grant Funds only for Allowable Costs in amounts not to exceed the cost limits set forth in detailed budget submitted to Agency.

PART V. ACCESSIBILITY

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

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>
- Content to be posted on the web must adhere to: https://www.webaccessibility.com/best_practices.php
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: https://www.webaccessibility.com/best_practices.php?technology_platform_id=215

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the web or application to validate the Content meets the Mandatory Standards, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

PART VI. REPORTING REQUIREMENTS AND DISBURSEMENTS

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

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

Reporting Requirements	Reporting Period	Due Date
------------------------	------------------	----------

<p><u>Hub PSP Region Level Placement Report:</u> Provides number of PSP openings per region as of last day of the reporting month, outreach and recruitment activities to support PSP enrollment, along with challenges or success with PSP outreach and recruitment.</p>	<p>Monthly</p>	<p>By the 5th of each month for the preceding month</p>
<p><u>Hub PSP Site-Level Placement Report:</u> Provides number of PSP openings per site on the last day of the reporting month. Sites at or below 80% enrollment report on additional questions, including reasons for low enrollment and plans to coordinate with PSP provider to achieve full enrollment.</p>	<p>Monthly</p>	<p>By the 15th of each month for the preceding month</p>
<p><u>PSP Waitlist Reallocation Assessment Form</u></p>	<p>Triannual</p>	<p>June 30, 2026 October 15, 2026 January 31, 2027 June 30, 2027</p>
<p><u>PSP Applicant Demographics:</u> Provides information on the demographics of PSP applicants via PSP applications received by the Hubs which includes but is not limited to race, ethnicity, age, and other.</p>	<p>Annual (with one final Quarterly Report collected first)</p>	<p>Last Quarterly Report (Jan-March 2026 data) due: May 30, 2026 Annual Report (April 1, 2026 – March 31, 2027 data) due: May 30, 2027</p>
<p><u>Memorandum of Understanding (MOU):</u> Outlining agreements and plans for coordinating key aspects of the processes leading to enrollment in publicly funded ECE programs in the region with Oregon Prenatal to Kindergarten (OPK) programs.</p>	<p>Updated Annually</p>	<p>June 1, 2026 June 1, 2027</p>
<p><u>Community Plan (Early Childhood Service Analysis (ECSA))</u></p>	<p>Every two years; Reviewed with opportunity for updates annually</p>	<p>March 1, 2027</p>
<p><u>Marketing & Outreach Plan, Regional PSP Selection Criteria & Process</u></p>	<p>Annually</p>	<p>March 31, 2027</p>
<p><u>Coordinated Enrollment Quarterly Check-In</u> using an Agency-provided template to guide the conversation (no report deliverable)</p>	<p>Mandatory Quarterly Meeting</p>	<p>June 30, 2026 Sept 30, 2026 Dec 31, 2027 March 31, 2027 June 30, 2027</p>
<p><u>Budget Report</u> using an Agency-provided template</p>	<p>April 1, 2026-June 30, 2027</p>	<p>May 15, 2026</p>
<p><u>Fiscal Quarterly Reports & Claims</u> using an Agency provided template</p>	<p>April 1, 2026-June 30, 2026</p>	<p>August 31, 2026</p>

	July 1, 2026-September 30, 2026	November 30, 2026
	October 1, 2026-Dec 31, 2026	March 1, 2027
	Jan 1, 2027-March 30, 2027	May 31, 2027
	April 1, 2027-June 30, 2027	August 16, 2027*
		<i>Note: Final quarter report and claims are due 45 days after end of period.</i>

Disbursements Generally

1. Agency will disburse Grant Funds only for the allowable costs of Project activities that occur, including expenses incurred, during the Performance Period. Allowable costs are expenditures that are allocable, reasonable, and necessary for the performance of the Project in accordance with all applicable state and federal laws, regulations, and guidance.
2. Requests for funds shall be submitted within 60 days of the end of each reporting period, using the Awards Management System (AMS). With each request to Agency, the Grantee shall submit an expenditure report using the Agency-provided template. Grantee shall provide any additional information or further details as Agency may require upon request.
3. All required reports for each reimbursement period must be received by the Agency’s Grant Manager prior to any payments being released to Grantee.
4. Reimbursement requests that do not have appropriate documentation or information may be returned to the Grantee by the Agency until appropriate documentation or information is received by Agency. Further, lack of proper documentation may also put the Grantee in breach of the Grant Agreement in accordance with Section 15 and Section 18, potentially subjecting the Grantee to declaration of default and subsequent termination. It is the responsibility of the Grantee to ensure all subgrantees and contractors are providing the appropriate services, data, and narratives required for any report and are submitting appropriate documentation as described in this Part of requested by Agency.

**EXHIBIT B
INSURANCE EXHIBIT**

INSURANCE REQUIREMENTS:

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

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, Contactor 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:

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

PROFESSIONAL LIABILITY:

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

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 \$1,000,000 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.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:

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

Required **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 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. 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.

POLLUTION LIABILITY:

Required **Not required**

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 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.

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.

EXHIBIT C EQUITY

(REVISED OCTOBER 2025) COMMITMENTS AND EXPECTATIONS FOR FAIR ACCESS AND INCLUSION

DELIC'S MISSION AND VISION:

The Department of Early Learning and Care's (DELIC) 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, DELIC 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.

DELIC'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.

DELIC 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.

DELIC 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.

DELIC'S COMMITMENT TO CIVIL RIGHTS LAW:

DELIC 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.

DELIC'S COMMITMENT TO TRIBAL SOVEREIGNTY:

DELIC has a unique relationship with each of the Nine Federally Recognized Tribal Nations within Oregon's borders. DELIC 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.

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: Direct Appropriation (no application) Subrecipient Award Direct Award
Award Renewal? Yes No

Lead Fund # and Department:	Fund 240 - H3S CFCC
Name of Funding Opportunity:	Coordinated Enrollment

Funding Source: Federal – Direct Federal – Pass through State Local

Requestor Information: (Name of staff initiating form)	Dani Stamm
Requestor Contact Information:	dstamm@clackamas.us
Department Fiscal Representative:	Cade Windell
Program Name & Prior Project #: (please specify)	400324484

Brief Description of Project:

This award is directly appropriated to each Early Learning Hub throughout the state to recruit and verify eligibility for Preschool Promise as well as support recruitment of eligible children into all publicly funded preschool and early childhood programs. It renews on the department's timeline every 1-2 years. Clackamas County enrolls approximately 200 children per year in preschool promise sites.

Name of Funding Agency: Department of Early Learning and Care

Notification of Funding Opportunity Web Address: n/a

OR

Application Packet Attached: Yes No

Completed By: Dani Stamm Date: 3/19/2026

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application Other

Assistance Listing Number (ALN), if applicable:	n/a	Funding Agency Award Notification Date:	Direct Award rec'd 3/17/26
Announcement Date:	Direct Award rec'd 3/17/26	Announcement/Opportunity #:	Grant 25474
Grant Category/Title	Coordinated Enrollment	Funding Amount Requested:	Awarded \$303,250.42
Allows Indirect/Rate:	Yes 15%	Match Requirement:	No
Application Deadline:	n/a	Total Project Cost:	\$303,250.42
Award Start Date:	4/1/2026	Other Deadlines and Description:	
Award End Date	6/30/27		
Completed By:	Stephanie Radford	Program Income Requirements:	n/a
Pre-Application Meeting Schedule:			

Additional funding sources available to fund this program? Please describe:

None, this is leveraged with other Early Learning Hub funds

How much General Fund will be used to cover costs in this program, including indirect expenses?

\$0.00

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

\$0.00

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

No.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

No match required.

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Yes, it is capped at 15% of direct costs.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes, coordinated enrollment within the Early Learning Hub.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes, existing staff are in place

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Yes, we are required as part of this grant to collaborate with all publicly funded programs to support children's enrollment into a program that fit them and their family needs best as well as partnering with service providers for delivery of preschool and related services. This includes all OPK and Head Start programs, Clackamas ESD, Early Childhood Special Education, all Preschool Promise providers, Clackamas County Children's Commission, Oregon Child Development Coalition, and Lifeworks NW Relief Nursery, All programs share similar responsibility for recruitment and enrollment of each of their programs as well as needed service delivery.

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

Not a pilot, a long term dedicated stream

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No, this work has been ongoing for the last 5 years and is expected to continue with regular renewals

Collaboration

1. List County departments that will collaborate on this award, if any.

The collaboration for this award is external to the County.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Demographic and expenditure reports, as well as form reports for applicant and eligible child counts

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Performance is evaluated through partner anecdotal narrative and our own existing enrollment data sources.

3. What are the fiscal reporting requirements for this funding?

Quarterly expenditure reports and grant draws.

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Coordinated Enrollment is aligned with the Performance Clackamas Goal of a Vibrant Economy, linking families with early education/child care to that parents may stay in the workforce.

2. Who, if any, are the community partners who might be better suited to perform this work?

None, this is work is specific to Early Learning Hubs. The Early Learning Hub for Clackamas County is housed in H3S- Children, Family and Community Connections Division. H3S.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Supporting enrollment and eligibility of preschool aged children into publicly funded preschool programs- we have met these objectives for 5 years and will continue to do so.

Other information necessary to understand this award, if any.

Program Approval:

Jessica Duke

3/18/2026



Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Adam Freer

3.19.26



Name (Typed/Printed)

Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)



Denise Swanson (Mar 19, 2026 13:10:34 PDT)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Bouavieng Bounnam

03/23/2026

Bouavieng Bounnam

Name (Typed/Printed)

Date

Signature

EOC COMMAND APPROVAL **WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY**

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at

and

Grants Manager at financegrants@clackamas.us

when fully approved.

Department: keep original with your grant file.










DELC CE Financial Application Lifecycle form amended

Final Audit Report

2026-03-23

Created:	2026-03-19
By:	Katie Strong (KStrong@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMTeUKWPs6YCfsISFpIZKV5LYIumzWZFa

"DELC CE Financial Application Lifecycle form amended" History

-  Document created by Katie Strong (KStrong@clackamas.us)
2026-03-19 - 8:04:15 PM GMT- IP address: 198.245.132.3
-  Document emailed to dswanson@clackamas.us for signature
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-  Signer dswanson@clackamas.us entered name at signing as Denise Swanson
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-  Document e-signed by Denise Swanson (dswanson@clackamas.us)
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-  Document emailed to Bouavieng Bounnam (BBounnam@clackamas.us) for signature
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