

December 18, 2025

BCC Agenda Date/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 programming. Agreement Value is \$969,908.93 for 1 year.**

**Funding is through the Oregon Department of Early Learning and Care.**

**No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Renewal of previous agreement approved by BCC-Agenda item number 20240104 III.E.5		
<b>Performance Clackamas</b>	Healthy People		
<b>Counsel Review</b>	Yes - Ryan Hammond	<b>Procurement Review</b>	No
<b>Contact Person</b>	Jessica Duke	<b>Contact Phone</b>	971-291-8569

**EXECUTIVE SUMMARY:** The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of a Grant from the Oregon Department of Early Learning and Care (DELC). Authorized under the Legislature's 2013 framework for Early Learning Hubs, this item 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:

- (24-25) Two hundred forty-five early childhood educators received professional development to support children and families in their programs.
- (24-25) Fifty families were supported with scholarships to attend local early childhood programs.
- (24-25) Early childhood public health video campaign: filmed 36 full-length and 36 short videos in 4 languages across nine health topics.

Grant has a maximum value of \$969,908.93 for 1 year of services from October 1, 2025, through September 30, 2026. No County General Funds are involved.

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

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing, and Human Services

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# STATE OF OREGON GRANT AGREEMENT

Grant No. 25390

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

## SECTION 1: AUTHORITY

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

## SECTION 2: PURPOSE

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

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

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Execution Date"), this Grant is effective and has a Grant funding start date as of October 1, 2025 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2026 ("Performance Period").

## SECTION 4: GRANT MANAGERS

### 4.1 Agency's Grant Manager is:

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

### 4.2 Grantee's Grant Manager is;

Craig Roberts  
112 11th Street  
Oregon City, Oregon 97045  
971-288-8264 | [bcc@clackamas.us](mailto:bcc@clackamas.us)

### 4.3 A Party may designate a new Grant Manager by written notice to the other Party.

## SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending September 30, 2026 (the “Performance Period”). The Performance Period is the period during which services under this Grant must be performed. Under no circumstances will Agency pay for any Project activities performed outside of the Performance Period, unless the Grant has a fully executed amendment extending the end date of the Grant and the Performance Period.

## SECTION 6: GRANT FUNDS

- 6.1** In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to **\$969,908.93** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its state General Funds, Federal Funds and Other Funds (federal) appropriations (“Funding Source”). Allocation of funds is as follows:

Oct 1, 2025 – Sept 30, 2026	General	Early Learning Account	Other Funds-Fed (Title IV-B2)	Total
System Coordination	\$545,398.73			\$545,398.73
Title IV-B2 Family Preservation			\$37,500.52	\$37,500.52
Title IV-B2 Family Support			\$41,797.41	\$41,797.41
Birth Through Five Literacy		\$44,362.83		\$44,362.83
KPI	\$300,849.44			\$300,849.44
<b>Total</b>	<b>\$846,248.17</b>	<b>\$44,362.83</b>	<b>\$79,297.93</b>	
<b>Total Grant Agreement</b>				<b>\$969,908.93</b>

- 6.2.** Grantee shall use only Title IV-B2 Grant Funds for Family Support and Preservation services as required in Exhibit A, Attachment 1. Grantee shall use only KPI Grant Funds for Kindergarten Readiness Partnership and Innovation Program services as required in Exhibit A, Attachment 2. Grantee shall use only BTFLP Grant Funds for Birth Through Five Literacy Plan services as required in Exhibit A, Attachment 3.

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

- 7.11** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.12** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.13** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the

deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

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

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

**7.22** No default as described in Section 15 has occurred; and

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

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

**7.4 Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

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

**8.1.1** Grantee is duly organized and validly existing and has all necessary rights, powers and authority under any organizational documents and under Oregon law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;

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

- 8.1.3** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.4** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS**

- 9.1** Grantee may enter into agreements with subgrantees or contractors (collectively, "subagreements") for performance of specific services for the Project only in accordance with Sections 9.1.1 to 9.1.5.5 and only after receiving written approval from the Agency's Grant Manager for subagreements valued at over \$15,000.
- 9.1.1** All subagreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Grant Agreement to the contractor or subcontractor. Use of a subagreement does not relieve Grantee of its responsibilities under this Grant Agreement.
- 9.1.2** Grantee agrees to provide Agency with a copy of any signed subagreement upon request by Agency. Any substantial breach of a term or condition of a subagreement must be reported by Grantee to Agency within ten (10) days of its discovery by Grantee.
- 9.1.1** Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law, including any applicable provisions of the Oregon Public Contracting Code and its implementing rules.
- 9.1.2** Grantee shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

  - 9.1.2.1** An employee, officer, or agent of the Grantee (“Related Person”);
  - 9.1.2.2** A Related Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;

- 9.1.2.3 The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
- 9.1.2.4 Any individual for whom a Related Person has a legal support obligation; or
- 9.1.5.5 An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

## SECTION 10: CONFIDENTIAL INFORMATION

- 101 **Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 102 **Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 103 **Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within ten (10) calendar days (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 104 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.
- 105 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.

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

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

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

With respect to a Third Party Claim for which Grantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the

circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Third Party Claim.

**112 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.

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

## SECTION 12: INSURANCE

**12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

**12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and



amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## **SECTION 13: GOVERNING LAW, JURISDICTION**

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

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

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

## **SECTION 15: DEFAULT**

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
  - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against

Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

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

## SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

- 17.1** Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:
- 17.2** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.3** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.4** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.5** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

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

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

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

**18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

**18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

**18.2.1** Immediately upon written notice to Grantee, if Grantee is in default under this Grant

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

**18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

**18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

**18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

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

## SECTION 19: MISCELLANEOUS

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

**19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this

Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 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 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** In accordance with Section 9, Grantee may not, without Agency's prior consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant, Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.

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

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

**19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

**19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- Exhibit D (Federal Terms and Conditions)
- Exhibit A (the "Project")
  - Exhibit A Attachment 1
  - Exhibit A Attachment 2
  - Exhibit A Attachment 3
  - Exhibit A Attachment 4
- Exhibit B (Insurance)
- Exhibit E (Federal Award Identification)
- Exhibit C (Equity)

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

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

## SECTION 20 SIGNATURES

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

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

### STATE OF OREGON acting by and through its Department of Early Learning and Care

\_\_\_\_\_  
Jordyn Stanley, Contract Specialist 2

\_\_\_\_\_  
Date

#### Clackamas County

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Craig Roberts

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Clackamas County Board Chair

\_\_\_\_\_  
Title

\_\_\_\_\_  
93-6002286

\_\_\_\_\_  
Federal Tax ID

#### Approved for Legal Sufficiency in accordance with ORD 291.047

\_\_\_\_\_  
Kevin Gleim, AAG approved via email

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
09/29/2025

\_\_\_\_\_  
Date

Approved for legal sufficiency: Ryan Hammond



11/25/25

## EXHIBIT A THE PROJECT

### PART I – DEFINITIONS

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

**Administrative Overhead** means any dollar 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 Department of Early Learning & Care'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 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) Follow Oregon's public meetings laws (ORS 192.610 to 192.695) and public records laws (ORS 192.311 to 192.431) when conducting business and in taking official action.
    - (c) 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.

Participation should be sought and fostered from:

- i. African-American, Tribal, and other communities that have historically been underrepresented;
  - ii. Communities that speak a primary language other than English;
  - iii. 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 a Hub governance structure that includes a Family Leadership Council within the Hub governance structure. The bylaws or other governing documents must require membership and active engagement in the Family Leadership Council from families who represent the Hub Coverage Area Priority Population(s).
- (e) The bylaws or other governing documents must require the Hub to provide the necessary financial, logistic, and professional learning support and conditions to ensure that Governance and Family Leadership Council members, especially families from Priority Populations, can fully and authentically engage in all phases of the work.
- (f) 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.

**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) Monthly check-ins
      - (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.
  - b. In partnership with Hub Governance Council and Family Leadership 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 Early Learning Hubs
      - (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 Plan ("BTFLP").** Grantee shall:
  - a. Provide Birth Through Five Literacy Plan services as required in Exhibit A, Attachment 3.
  - b. Use only BTFLP Grant Funds for Birth Through Five Literacy Plan 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) Upon written notice to Agency and with Agency's written approval, grantee may move up to 10 percent of the funds in any one Budget category to any other budget category. Any other budget modifications are subject to and conditioned on Agency's written approval and, if applicable, legal sufficiency review and approval by the Oregon Department of Justice.
      - (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, parent leadership 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 or Lease 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. Matching or Marketing (including Fundraising) for Dolly Parton Imagination Library of Oregon.

**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	12/01/2025
Programmatic Quarterly Reports using an Agency provided template	Oct-Dec 2025: 2/27/26 Jan-March 2026: 5/29/26 April-June 2026: 8/31/26 July-Sept 2026: 11/30/26
Fiscal Quarterly Reports & Claims using an Agency provided template	Oct-Dec 2025: 2/27/26 Jan-March 2026: 5/29/26 April-June 2026: 8/31/26 July-Sept 2026: 11/30/26
In-Kind & Match Report using an Agency provided template	11/30/2026
Annual Report using an Agency provided template	11/30/2026
MOU with CCR&R as described in Part III, Section IV of this Exhibit	02/28/2026
Governance Council Membership Roster (using DELC-provided template that includes member affiliation and if voting or non-voting member),	04/01/2026
Bylaws or other governing documents,	04/01/2026
Additional Miscellaneous Reporting Requirements <ul style="list-style-type: none"> <li>• Family Advisory Council membership List,</li> <li>• Subcontracts,</li> <li>• Conflict of Interest Policy,</li> <li>• Documentation of Training for Family Advisory Council Documentation of Governance Member Training,</li> <li>• All MOUs with partners (Head Start, school districts, culturally specific organizations, etc.).</li> <li>• Fiscal and/or Programmatic Monitoring</li> </ul>	As requested by Grant Administrator.

## 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](https://www.webaccessibility.com/best_practices.php)
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>

- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with:  
[https://www.webaccessibility.com/best\\_practices.php?technology\\_platform\\_id=215](https://www.webaccessibility.com/best_practices.php?technology_platform_id=215)

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

## **PART VI. DISBURSEMENT GENERALLY**

1. Requests for funds must be submitted within 60 days of the end of the reporting period, using the Awards Management System (AMS). With each request to the Agency, the Grantee shall submit an expenditure report using the Agency-provided template. Grantee shall provide any additional information or further details as Agency may require upon request.
2. All required reports for each reimbursement period must be received by the Agency's Grant Manager prior to any payments being released to Grantee.
3. Reimbursement requests that do not have appropriate documentation 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.
4. It is the responsibility of the Grantee to ensure all subgrantees and contractors are providing the appropriate services, data, and narratives required for any report and are submitting appropriate documentation as described in this Part or requested by Agency.



## **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. Family Support Services 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. Family Preservation Services 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.

## Early Learning Hub 2025-2026 - #25390

Activity	Federal Title IV-B2
Family Support Services	\$41,797.41
Family Preservation Services	\$37,500.52
Total	\$79,297.93

## **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. Hubs 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. Hubs 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. Hubs 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. 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.
  - 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.

<b>Activity</b>	<b>General Fund</b>	<b>Total</b>
KPI Allowable Activities	\$300,849.44	\$300,849.44
Grand Total	\$300,849.44	\$300,849.44

## EXHIBIT A

### Attachment 3

### BIRTH THROUGH FIVE LITERACY PLAN

#### **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 (DELIC) 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 DELIC 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, DELIC is allocating BTFLP 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:**

1. 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.
2. 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.
3. Establishment or expansion of book and / or other literacy material distribution in multiple languages focused on early literacy development.
4. Establishment or expansion of cross-sector, regional partnerships with organizations to increase access to books and other literacy resources / materials.
5. 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 BTFLP 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.

<b><u>Reporting Requirement</u></b>	<b><u>Report Description</u></b>	<b><u>Due Date</u></b>
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	Oct-Dec 2025: 2/27/26 Jan-March 2026: 5/29/26



	<p>must include data about the following:</p> <ul style="list-style-type: none"> <li>• <u>Report on if grantee acquired or developed early literacy materials in non-English languages</u> <ul style="list-style-type: none"> <li>o <u>Multiple choice question (yes/no)</u></li> <li>o <u>Which languages materials are available in</u></li> <li>o <u>Number of early literacy materials acquired or developed in non-English languages</u></li> </ul> </li> <li>• <u>Narrative description of the types of early literacy materials the grantee acquired or developed, regardless of language</u></li> <li>• </li> <li>• Number of early literacy trainings developed</li> <li>• Number of early literacy trainings developed in non-English languages <ul style="list-style-type: none"> <li>o Which non-English languages early literacy trainings were developed in</li> </ul> </li> <li>• Number of early literacy trainings offered to educators,</li> </ul>	<p>April-June 2026: 8/31/26 July-Sept 2026: 11/30/26</p>
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	<p>providers, or other staff</p> <ul style="list-style-type: none"> <li>• Number of early literacy trainings offered to educators, providers, or other staff in non-English languages</li> <li>• Number of educators, providers, or other staff who received early literacy training</li> <li>• Narrative description of the early literacy trainings offered to educators, providers, or other staff</li> <li>• Number of families receiving early literacy resources</li> <li>• Number of early literacy resources distributed</li> <li>• Narrative description of the types of early literacy resources distributed</li> <li>• Number of early literacy family engagement events or activities held</li> <li>• Number of families participating in early literacy family engagement events or activities</li> <li>• Narrative description of the early literacy family engagement events or activities held</li> <li>• Report on if organization established or expanded cross-</li> </ul>	
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	sector, regional partnerships with organizations to increase access to books and other literacy resources/materials <ul style="list-style-type: none"> <li>o Multiple choice question (yes/no)</li> <li>o Narrative description</li> </ul> <ul style="list-style-type: none"> <li>• 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             <ul style="list-style-type: none"> <li>o Multiple choice question (yes/no)</li> <li>o Narrative description</li> </ul> </li> </ul>	
Quarterly Expenditure Report and Claim	Must contain: <ul style="list-style-type: none"> <li>• Detailed line item of expenditures by budget category</li> <li>• Brief explanation on all non personnel costs incurred</li> </ul>	Oct-Dec 2025: 2/27/26 Jan-March 2026: 5/29/26 April-June 2026: 8/31/26 July-Sept 2026: 11/30/26
<del>End of Fiscal Year Budget Reconciliation</del>	<del>Agency Provided Template</del>	<del>08/30/2026; 08/30/2027</del>
End of Year Report	Agency Provided Template	11/30/2026; <del>08/30/2027</del>

## 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

[DEL C 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.

### **COMMERCIAL GENERAL LIABILITY**

☒ Required ☐ Not Required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

### **AUTOMOBILE LIABILITY INSURANCE**

☒ Required ☐ Not Required

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

Non-transporting programs:

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

Programs transporting 1 to 9 children

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

Programs transporting 10 or more children

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

### **PROFESSIONAL LIABILITY**

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

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

### **NETWORK SECURITY AND PRIVACY LIABILITY:**

☐ Required ☒ Not required

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

### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

☐ Required ☒ Not required

Directors, Officers and Organization insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

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

☐ Not Required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$2,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE**

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

**ADDITIONAL INSURED**

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

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors or subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractor and subgrantee, if any, or any insurer

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

## **TAIL COVERAGE**

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

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

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

## **NOTICE OF CHANGE OR CANCELLATION**

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

## **INSURANCE REQUIREMENT REVIEW**

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

## **STATE ACCEPTANCE**

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



## **EXHIBIT C**

### **EQUITY**

#### **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 our mission, DELC applies an asset-based mindset and strength-based approach to operationalize equity and enhance services for children, families and providers. An asset-based mindset focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities. A strengths-based approach uses policies, practice methods, and strategies to identify and draw upon the strengths of children, families, and communities. Additionally, DELC supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of Oregon's communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It requires knowledge and capacity at distinct levels of intervention: structural, organizational, interpersonal, and individual.

#### **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.

We take the responsibility to support employees, early learning providers, and all children 0 – 5 years in diverse racial and ethnic communities and families, while also working toward improved results for all children in rural and urban Oregon.

DELC expects its workforce, partners, and community collaborators to embrace the same values, demonstrate the same commitment, and produce results toward eliminating disparities and improving outcomes for all children and families in Oregon in accordance with the law.

#### **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 build internal capacity to support relationships, partnerships, collaboration, and sovereign nation awareness through training and technical assistance for all units. DELC resolves to acknowledge historical harm while reducing current harm caused by the State of Oregon. DELC aims to co-develop guidance, direction, and capacity for DELC partners and grantees to engage with Tribal Nations on implementation of grants and contracts.

### **Grantee and Contractor Shared Commitment and Expectations to Children and Families**

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

- a. Build and strengthen organizational climate that promotes acceptance, inclusion, and respect of all individuals;
- b. Actively listen, connect and respond to the children, families, and communities they serve in a flexible manner; including consideration and respect for their culture, values, norms, history, customs, and awareness of discrimination, marginalization, and exclusion they face. Grantee and contractor staff shall apply this knowledge to activities or services it provides under this grant or contract in a way that responds to the needs of children, families and communities.
- c. Interact with children, families, and communities according to their preferred language and cultural norms; including during social greetings, family conversations, through dietary preferences, and by creating a welcoming culture, with respect for healing beliefs and spiritual needs; and
- d. Engage in continuous learning about their own biases, assumptions, and stereotypes that limit their ability to be culturally responsive, recognize learning is an ongoing process and the importance of seeking support, guidance and/or mentorship to improve relationships with and services to children, families, and communities.

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

- a. Ensure that applicants and employees are not subjected to unlawful discrimination in hiring, compensation, or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and
- b. Ensure that any subcontract, purchase, or other agreement used to carry out activities or services expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

To the extent permitted by law, DELC expects grantees and contractors to serve Tribal communities, children, families, providers, and educators when applicable, in a culturally responsive and 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.

### Equity Action Areas and Progress Indicators

DELC has identified the following Equity Action Areas to partner with grantees and contractors to meet DELC's mission of fostering coordinated culturally appropriate, and family-centered services that recognize and respect the strengths and needs of all children, families, communities, and early learning and care professionals. The Equity Action Areas are aligned with our Strategic Plan, Growing Oregon Together, and our DEI Action Plan. These Equity Action Areas are inclusive of Tribal Nations within and/or adjacent to grantees' and contractors' service areas, as applicable, and are described in more detail in the table below.

#### Equity Action Areas:

- Engagement and collaboration with community partners
- Empowerment of community partners
- Workforce equity improvement
- Safe and Welcoming Workplace

DELC will monitor commitment and progress towards these Equity Action Areas through the reporting required by each individual contractor or grantee. Grantees and contractors are expected to ensure documented commitment and intentional progress towards the Equity Action Areas. DELC recognizes that this work is ongoing and expects grantees and contractors, in line with DELC values and in accordance with the law, to continuously improve practices to ensure fair, just, and sustainable outcomes for Oregon's children, families, and communities.

The following table describes the Equity Action Areas, and our shared commitments and expectations for all grantee and/or contractor organizations.

Equity Action Area	Shared Expectations and Progress Indicators
Engagement and Collaboration with Community Partners	<p>DELC's goal is to increase access to and collaboration with community partners- including children, families, providers, and community members- to inform resources, program, and policy development. To the extent permitted by law, DELC is committed to continuously improve our programs, policies, and practices to represent communities who have been systemically marginalized and excluded from policy development. DELC extends this commitment and expectation to all grantees and contractors.</p> <p>To the extent permitted by law, progress towards this action area is demonstrated by:</p> <ul style="list-style-type: none"> <li>• Providing ongoing engagement opportunities with community partners (i.e. children, families, providers, regional entities, etc.) to identify strengths and access barriers for programs and services.</li> </ul> <p>Demonstrating community partners are reflective of the at-large community, have an understanding and connection to the needs of children, families, and providers in the community and/or organization. Planning timely action on</p>

	identified areas of improvement in collaboration with partners.
Empowerment of Community Partners	<p>DELC's goal is to integrate the input, needs, and concerns of community partners- including children, families, providers, and community members- in the revision and creation of resources, programs, and policies. To the extent permitted by law, DELC is committed to proactively elevating the voices of communities who have been systemically marginalized and excluded from policy development. DELC extends this commitment and expectation to all grantees and contractors.</p> <p>To the extent permitted by law, progress towards this action area is demonstrated by:</p> <ul style="list-style-type: none"> <li>• Collaborating and co-creating programs and policies with community partners (i.e. children, families, providers, regional entities, etc.) to meet the needs of program participants.</li> <li>• Identifying and integrating community partners voice and needs during planning and decision-making, including in program and policy design and revisions.</li> </ul> <p>Providing leadership opportunities for staff, families, and communities to be involved in training, and strategic planning. Includes providing support to ease their time and financial burden.</p>
Workforce Equity Improvement	<p>DELC's goal is that the early learning and child care workforce is diverse, culturally responsive, highly qualified, and well compensated. To the extent permitted by law, DELC is committed to intentional and purposeful recruitment, hiring, and retention of culturally and ethnically diverse staff at all levels of the organization. DELC looks toward leadership pipeline opportunities and ensures the workforce, including managers and directors, reflects the changing population of those served, wherever applicable. DELC extends this commitment and expectation to all grantees and contractors.</p> <p>To the extent permitted by law, progress towards this action area is demonstrated by:</p> <ul style="list-style-type: none"> <li>• Hiring, training, and retaining program and organizational staff that meet the linguistic and cultural needs to effectively serve children, family, providers, and community partners in an accessible and culturally responsive manner.</li> <li>• Creating opportunities for ongoing learning and development for all staff by providing support and resources (i.e. time, financial) for ongoing professional growth.</li> <li>• Providing competitive compensation commensurate of lived and professional experience.</li> </ul>
Safe and Welcoming Workplace	DELC recognizes that a healthy workplace improves the quality of care and services to children, families, providers, and communities. DELC is committed to ensuring a safe, inclusive, accessible, and belonging working environment for all. To the

	<p>extent permitted by law, DELC works toward protecting civil rights and taking active measures against harassment, discrimination, racism, xenophobia, stigmatization, violence, and hate crimes. DELC extends this commitment and expectation to all grantees and contractors.</p> <p>To the extent permitted by law, progress towards this action area is demonstrated by:</p> <ul style="list-style-type: none"><li>• Improving workplace inclusion in program/organization by creating and updating policies and practices that provide staff with a safe, welcoming, and respectful work environment.</li></ul> <p>Building and sustaining a workplace culture and environment that promotes acceptance, inclusion, and respect of all individuals without discrimination or intimidation.</p>
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## **EXHIBIT D FEDERAL TERMS AND CONDITIONS**

### **FEDERAL FUNDS**

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

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

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

☒ Grantee is a subrecipient ☐ Grantee is a contractor ☐ Not applicable

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

### **FEDERAL PROVISIONS**

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

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

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

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

**In accordance with Appendix II to 2 CFR Part 200 provisions, as applicable.**

**Grantee is subject to the following**

For purposes of these provisions, the following definitions apply:

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

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

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

contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

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

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

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

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

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

(F) Audits.



- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

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

#### **ADDITIONAL FEDERAL REQUIREMENTS**

##### **Trafficking in Persons.**

The Code of Federal Regulations 2 CFR 175 is hereby incorporated into this Grant with the following changes:

"a.2ii.B. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

"b.2ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

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

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

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

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

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

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

**Conferences and Meetings.**

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

- 1) Before deciding to use Grant Funds to attend or host a meeting or conference, Grantee must:
  - Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Grant;
  - Ensure the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the Grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- 2) Grantee must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". In particular, remember that:
  - Grant Funds cannot be used to pay for alcoholic beverages; and
  - Grant Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Grant Funds may be used to pay for the costs of attending a conference. Specifically, Grant Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Grant. When planning to use Grant Funds for attending a meeting or conference, Grantee must

consider how many people should attend the meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the Grant.

- 4) Grantee may not use Grant Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Grant
- 5) A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

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

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

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

#### **Applicable Acts, Regulations, and Assurances**

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

#### **Continued Payments to Employees**

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

**EXHIBIT E****FEDERAL AWARD IDENTIFICATION  
(REQUIRED BY 2 CFR200.332(a)(1))**

1. Grantee Name: <i>(must match DUNS registration)</i>	Clackamas County
2. Grantee's Unique entity Identifier:	NVWKAVB8JND6
3. Grant period of performance start and end dates: <i>(the Grant's Performance Period)</i>	Start: 10-01-2025 End: 09-30-2026
4. Total amount of federal funds obligated by this Grant:	\$79,297.93
5. Total amount of federal funds obligated to Grantee by Agency: <i>(all federal funds, including this Grant, obligated to Grantee during the current state fiscal year (July 1 to June 30))</i>	On File with Agency
6. Pass-through entity	
(a) Name of pass-through entity:	Department of Early Learning and Care
(b) Contact information for awarding official of the pass-through entity:	Alyssa Chatterjee, Director, DELC <a href="mailto:Alyssa.Chatterjee@delc.oregon.gov">Alyssa.Chatterjee@delc.oregon.gov</a>
<b>7. Federal award</b>	
(a) Federal Award Identification Number (FAIN):	2503ORFPSS
(b) Federal award date:	05/09/2025
(c) Total amount of federal award committed to the Grantee by the pass-through entity:	\$79,297.93
(d) Federal awarding agency:	US Department of Health and Human Services
(e) Federal award project description:	Family Preservation and Stabilization Services
(f) CFDA number and name	93.556 MaryLee Allen Promoting Safe and Stable Families Program
Amount:	\$2,896,117
(g) Indirect cost rate:	10.00%
(h) Is award research and development?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No