

# STATE OF OREGON GRANT AGREEMENT

Grant No. 00000

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

## SECTION 1: AUTHORITY

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

## SECTION 2: PURPOSE

The Preschool Promise (PSP) program was created as a model for a publicly-funded, high-quality preschool system. This Grant provides funding for PSP programs administered by the Grantee.

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

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of July 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2022.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Anthony Martirano, Grant Manager  
Early Learning Division  
700 Summer Street NE, Suite 300; Salem, OR 97301  
Phone: 503-856-2895 | email: [psp@ode.state.or.us](mailto:psp@ode.state.or.us)

### 4.2 Grantee’s Grant Manager is:

Name  
Organization  
Address  
Phone | email

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

## SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2022 (the “Performance Period”). The Performance Period is the period during which services under this Grant must be performed. Services performed outside of the Performance Period are not eligible for reimbursement.

## SECTION 6: GRANT FUNDS

- 6.1 In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to **\$000000.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its State of Oregon General Funds and Other Funds appropriations (“Funding Source”).
- 6.2 Agency may, by written notice to Grantee, temporarily cease funding and require Grantee to stop all or any part of the Project depended upon Grant Funds for a period of up to 180 days after the date of the notice if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds.
- 6.2.1 Upon receipt of this notice, Grantee must immediately cease all Project activities depending on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.
- 6.2.2 If Agency subsequently projects that it will have sufficient Grant Funds, Agency will notify Grantee that it may resume activities.
- 6.2.3 If sufficient Grant Funds do not become available, Grantee and Agency will work together to amend this Grant Agreement to revise the amount of Grant Funds and Project activities to reflect the available Grant Funds.
- 6.2.4 If sufficient Grant Funds do not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify the Project cessation order by a supplemental written notice or (ii) terminate this Grant Agreement as permitted by either the termination of Agency’s discretion or for cause provisions of this Grant Agreement.

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

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

that are undertaken during the Performance Period.

- 7.1.2 Grant Funds will be paid to Grantee using Agency’s Electronic Grants Management System (“EGMS”).
  - 7.1.3 Grantee may request reimbursement from Grant Funds for the first quarter of the Performance Period (July through September) and monthly thereafter. Grantee may expend Grant Funds only for costs that are reasonable, necessary, and directly related to the Project (“Allowable Costs”). By submitting a claim, Grantee attests the costs for which it requests disbursements are Allowable Costs.
  - 7.1.4 After each disbursement of Grant Funds, Agency will make subsequent disbursements to Grantee only after Grantee has submitted the reports required under Exhibit A, Section IV. Grantee must accurately and completely account for and document its expenditures in sufficient detail to permit Agency to verify that Grantee spent its Grant Funds only on Allowable Costs.
  - 7.1.5 Grantee profile report is required to be submitted to the Agency within 30 days of the grant Execution Date. The report is in two parts and is found here:
    - 7.1.5.1 <https://app.smartsheet.com/b/form/6758dc1b27c64368bc9d888e59b0bd5c>
    - 7.1.5.2 <https://app.smartsheet.com/b/form/2bf75b97dbe240dc8f479dafa76c245c>
  - 7.1.6 For purposes of this Grant, “Vacancies” means the number of children and families actually served by Grantee in a reporting period is less than the number of children and families set forth in Exhibit A, Section III, as the Target Number of Children/Slots.
  - 7.1.7 For purposes of this Grant, “Un-opened Sites” means the number of opened sites is less than the number of planned sites.
  - 7.1.8 If applicable, Agency may withhold disbursements of Grant Funds if Grantee Vacancies or Un-opened Sites in the reports required under Exhibit A, Section IV. The amount withheld due to Grantee’s Vacancies or Un-opened Sites may increase based on the length of time and degree of Grantee’s Vacancies or Un-opened Sites. The process for managing Vacancies or Un-opened Sites is described in the Grant Manual.
  - 7.1.9 Grantee must repay to Agency any overpayment of Grant Funds, or payments for costs that do not constitute Allowable Costs for the Project, as provided in Section 17 of this Grant Agreement.
- 7.2 Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:
- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source (nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary

obligations of Agency);

7.2.2 No default as described in Section 15 has occurred;

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

7.2.4 Grantee is in compliance with the reporting requirements identified in Exhibit A of this Grant Agreement.

7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding. Grantee must ensure Grant Funds are used to supplement and not supplant public moneys received from any other source.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

8.2 **Fingerprinting.** Grantee will comply with all applicable federal, state and local laws pertaining to this Grant, including without limitation the State of Oregon Office of Child Care requirements set forth in ORS Chapter 329A, the fingerprinting requirements of the State set forth in ORS 181A.200, and any administrative rules promulgated to carry out those statutes, and any applicable guidance published by Agency, the Oregon Health Authority or another state agency pursuant to Executive Orders issued by the Governor to address the COVID-19 State of Emergency.

8.3 **Central Background Registry Enrollment.** Before performing any Project activities, any employee or subcontractor of Grantee who has or is expected to have direct unsupervised contact with children while performing Project activities must be enrolled in the Office of Child

Care Central Background Registry pursuant to ORS 414-061-0000 through 0120, available at: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1901>

- 8.4** Prior to serving children, Grantee has all necessary licenses, certificates or other authorizations from regulatory authorities necessary to perform its obligations under this Grant. Grantee must notify the Agency within five (5) business days of receiving notice of any licensing, regulatory or compliance violations.
- 8.5 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.
- 8.6 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## SECTION 9: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS

- 9.1** Grantee may enter into agreements with contractors or subcontractors (collectively, "subagreements") for performance of specific services for the Project only in accordance with Sections 9.1.1 to 9.1.4.5 and the Grant Manual and only after receiving written approval from the Agency's Grant Manager.
- 9.1.1** Grantee may not subcontract for the delivery of the Project in its entirety, but may subcontract for specific services such as transportation, food preparation, janitorial services, bookkeeping, staff training, or teaching that support the Project.
- 9.1.2** All subagreements must be in writing and 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.
- 9.1.3** Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law.
- 9.1.4** 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:
- 9.1.4.1** An employee, officer, or agent of the Grantee (“Related Person”);
- 9.1.4.2** A Related Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- 9.1.4.3** The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the

spouse or domestic partner of a Related Person;

**9.1.4.4** Any individual for whom a Related Person has a legal support obligation; or

**9.1.4.5** An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

## **SECTION 10: CONFIDENTIAL INFORMATION**

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Grantee shall also comply with provisions of Office of Child Care, Central Background Registry pursuant to OAR 414-061-0000 through 414-061-0120, available at: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1901> related to background checks. Based on the results of the a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Workers' Compensation.** If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.
- 12.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.3 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.4 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## SECTION 13: GOVERNING LAW, JURISDICTION

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



jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

## SECTION 15: DEFAULT

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

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

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

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

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

## SECTION 16: REMEDIES

**16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific

performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

## **SECTION 17: WITHHOLDING FUNDS, RECOVERY**

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

- 17.1** Any amount due to Agency for Vacancies or Un-opened Sites;
- 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

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

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

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

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

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

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

## **SECTION 19: MISCELLANEOUS**

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

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

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

- 19.4 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.5 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.6 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.7 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.9 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.10 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.11 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

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

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

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Insurance)
- Exhibit C (Equity Objectives and Deliverables)
- Exhibit D (Grant Manual)

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

EXAMPLE DO NOT SIGN

**SECTION 20: SIGNATURES**

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

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

**STATE OF OREGON acting by and through its Department of Education**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name, Title

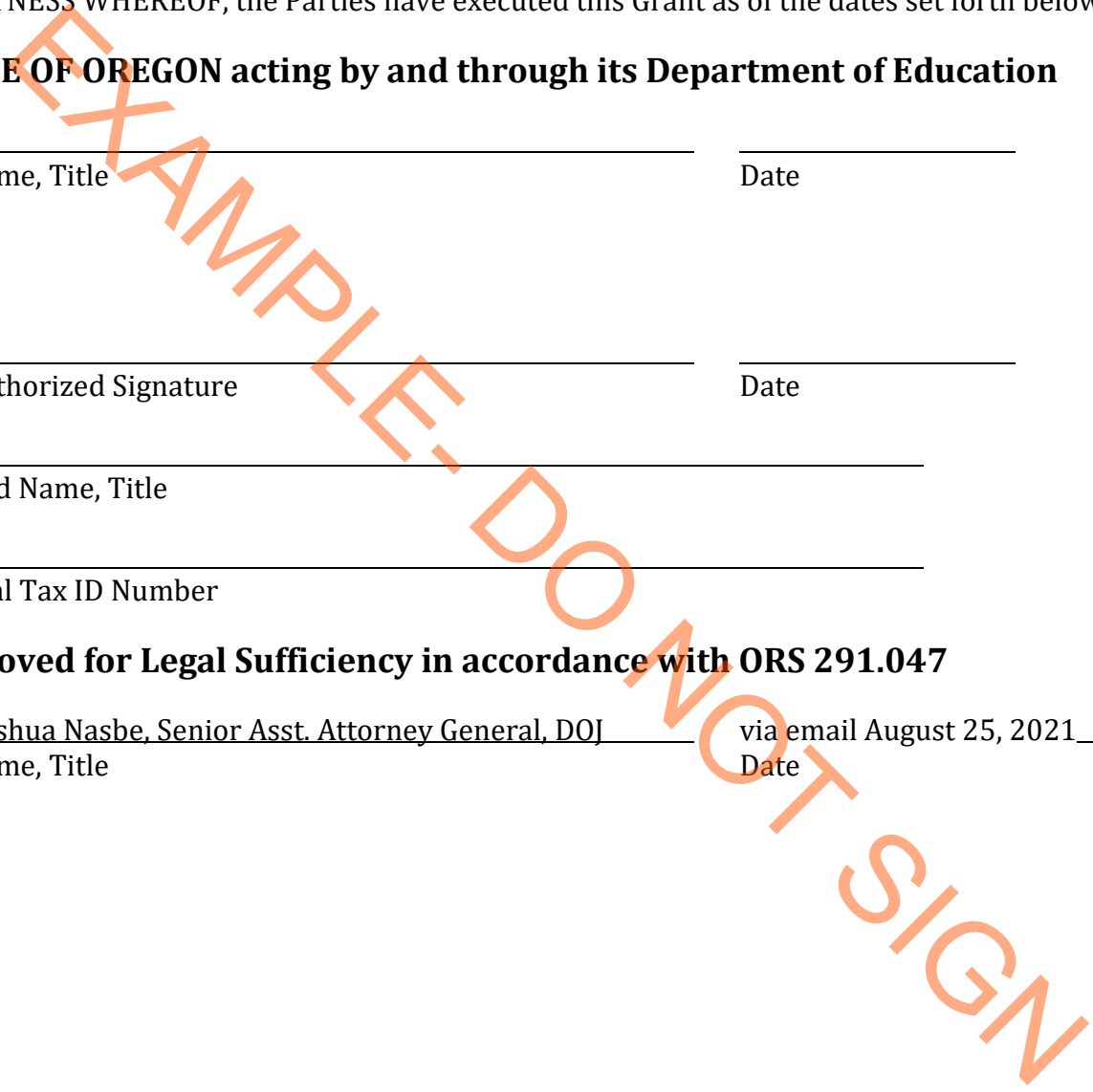
By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

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Printed Name, Title

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Federal Tax ID Number

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: Joshua Nasbe, Senior Asst. Attorney General, DOJ via email August 25, 2021\_\_\_\_  
Name, Title Date



## EXHIBIT A THE PROJECT

### SECTION I – BACKGROUND

Preschool Promise is a model for a publicly-funded, high-quality preschool system, which leverages high-quality, local and culturally-relevant early child care and education programs and makes them available to children living at or below 200 percent of the federal poverty level, children in foster care and children from other historically underserved populations. By incorporating a mixed delivery approach which recognizes that high quality early learning experiences can take place in a wide variety of settings, Preschool Promise provides opportunities for families to access and choose the preschool setting which best meets their needs.

### SECTION II – DEFINITIONS

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

“**Grant Manual**” means Agency’s overview of program instructions and expectations to guide the grantees in administering the program and providing services to children and families. The Grant Manual is available at:

<https://odemail.sharepoint.com/:b:/s/PSPDirectContract/EfwcrIU2bulGgOPZPPg88fEBPqeMQj4hP-PsGiLAj174PQ?e=WkZyLP>

### SECTION III. PROJECT ACTIVITIES AND BUDGET

#### **Project Activities**

Grantee shall:

1. Comply with this Agreement and all applicable Preschool Promise Program quality requirements, policies and guidelines identified in the Grant Manual.
2. Comply with OAR 414-470-0000 through 0075, state, local and federal laws and regulations, and child care licensing requirements throughout the Performance Period. Notify Agency within 5 business days of receiving any licensing, regulatory or compliance violations applicable to Grantee or Grantee’s staff.
3. Begin operation of Preschool Promise Program site(s) each program year no earlier than August 1, no later than September 30, and end the program year no later than June 30.
4. Meet staffing qualifications and salary guidelines as prescribed in the Grant Manual prior to beginning delivery Preschool Promise services. Grantee must continue to meet this requirement throughout the Performance Period of this Grant.
  - a. Ensure teaching staff and leadership have an annual professional learning plan and participate in a minimum of 20 hours of professional learning/development annually.

- b. Provide the Agency a written notice within 14 days of any major staffing changes including, but not limited to, changes in Lead Teacher and Assistant Teacher or extended leaves lasting longer than 21 days.
5. Grantee must meet the Equity Objectives and complete the Equity Deliverables, as described in Exhibit C. Additional information is provided in the Agency’s Equity Guidance for Program 2021-23, Version 1 (together with any later version of the “Equity Guidance”) available at : <https://oregonearlylearning.com/wp-content/uploads/2021/05/2021-23-Equity-Guidance-final.docx>.
6. Participate in the regional Early Learning Hub coordinated enrollment process which includes, but is not limited to: orientations or other trainings related to the process; outreach to and recruitment of potential Preschool Promise children and families; eligibility determinations; and, selection and placement of children into Grantee’s Preschool Promise Program.
  - a. Ensure proper eligibility processes have taken place before expending Preschool Promise funds for services related to the child.
  - b. Provide an orientation for all families enrolled in the program no later than 30 days from the date the child first attends the program and prior to the first Parent and Teacher conference. Grantee must offer families a minimum of three Parent and Teacher Conferences annually.
  - c. Ensure each child receives a developmental screening to identify potential concerns regarding a child’s language, cognitive, motor, social, emotional, and behavioral skills.
    - i. Screening may be completed in partnership with another agency or provider.
    - ii. Grantee must obtain a parent/guardian consent prior to the screening and share the results of the screening with child’s family. The screening must occur no later than 45 days from the date the child first attends the program.
  - d. Grantees are required to make reasonable accommodations for children identified as eligible for special education and/or related services under the Individuals with Disabilities Education Act (IDEA) and to work in partnership with the local early intervention/early childhood special education (EI/ECSE) contractor to appropriately support the child’s development.
  - e. Follow Agency prescribed processes prior to disenrollment of a child from the Preschool Promise Program as described in the Grant Manual.
  - f. Grantees need to notify the Early Learning Hub of any vacancies within Grantee’s preschool promise program within three business days and vacancies, in coordination with the Early Learning Hub fill enrollment vacancies within 30 days.
7. Participate in ongoing monitoring and program evaluation toward continuous quality improvement as prescribed in the Grant Manual.
  - a. Participate in Agency’s Spark program (formerly known as “Quality Rating and Improvement System” or QRIS).



- b. Utilize Agency prescribed technical assistance entities to engage in supports, such as, coaching, training, and consultation.
  - c. Comply with state monitoring and allow Agency access to and review of records, including but not limited to, the review of fiscal records and data. This includes providing information to the Agency, as requested, and ensuring staff are available to meet with and respond to Agency requests. Monitoring includes, but is not limited to:
    - i. assessment of documentation and data maintained by Grantee;
    - ii. obtaining information through licensing records,
    - iii. interviews,
    - iv. observations and evaluations,
    - v. fiscal oversight; and
    - vi. announced and unannounced site visits.
  - d. Grantees will provide the ELD staff or its independent third-party contractor access to all records necessary to complete the monitoring visit.
8. Provide individual child and family level data to Agency, including all fields contained on the 2021-2022 Preschool Promise Program applicant eligibility form and data.
  9. Provide a written notice to the Agency of any proposed change in program facility address, ownership, or site relocation at least 90 days in advance of the change or as soon as possible, if the change in the program location is due to an emergency or disaster.

**Budget 2021-22**

**Awarded Slot and Budget Amount**

Service Area	Target # of Children/ Slots	Base/Award per Slot ( $\$12000 \times \#$ Awarded Slots )	Transportation Enhancements ( $\$375 \times \#$ Awarded Slots)	Total
<b>Total</b>				

1. Submit a detailed budget to the Agency using the Agency-provided template. The detailed budget must be submitted to and approved by Agency within 30 days of executing the Grant. Grantee must report budgeted expenditures to ELD monthly as set forth in the table below.
  - a. Approved budget may be revised up to 10 percent of a budget category or \$25,000, whichever is less, without the prior approval by the Agency, but in no case may a budget

category adjustment result in an increase of the total amount of Grant Funds set forth in Section 6 of this Agreement. All budget modifications exceeding 10 percent or \$25,000 per budget category, whichever is less, must have a prior written approval by the Agency.

- b. Approved budget must limit administrative costs to 15 percent of the total budget.
  - c. If awarded funds for transportation services for a specific number of preschool promise children, offer transportation services for the specified number of children throughout the program year and comply with local, state and federal regulations.
  - d. Use the Grant Funds only for Allowable Costs in amounts not to exceed the cost limits set forth in detailed budget submitted to Agency.
  - e. Grantees must also request ELD approval for equipment or purchase of capital assets \$5,000 or more prior to expenditure of Grant Funds. Your requests to approve the purchase must include a narrative justifying the need and describing the benefits.
2. Failure to comply with all the requirements of this Grant Agreement may result in actions that include a hold on any payment claims or termination of the grant agreement.

**SECTION IV – REPORTING REQUIREMENTS AND DISBURSEMENTS**

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

Reporting Requirements	Reporting Period	Due Date
Budget Plan submitted and approved by Agency	July 2021 – June 2022	within 30 days of executing the Grant
Grantee Profile (Site Level Information)	July 2021 – June 2022	within 30 days of executing the Grant
Monthly Progress Report (Enrollment Information)	Monthly (for the preceding month)	By the 15 <sup>th</sup> of each month
Expenditures using the Agency-provided expenditure report form.	Monthly (for the preceding month)  or quarterly for the prior calendar quarter.	By the 15 <sup>th</sup> of each month  By the 15 <sup>th</sup> of the monthly following the end of the calendar quarter.
Quarterly Status Report (child & program outcomes)	Q1 (July-September)  Q2 (October-December)  Q3 (January-March)	Q1 - 11/15/21  Q2 - 2/15/22  Q3 - 5/15/2022

**ODE GRANT #00000 – Preschool Promise**

	Q4 (April-June)	Q4 - 7/31/2022
End of the year report	July 2021 – June 2022	07/15/2022

**Disbursements Generally**

All disbursements from Grant Funds will be executed according to the Grant Manual and Section 7.1 of this Grant.

EXAMPLE- DO NOT SIGN

## EXHIBIT B INSURANCE

### INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

### COMMERCIAL GENERAL LIABILITY

Required  Not required

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

### AUTOMOBILE LIABILITY INSURANCE

Required  Not required

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 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: [ode.insurance@ode.state.or.us](mailto:ode.insurance@ode.state.or.us) or by mail to: **Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310** prior to commencing the work.

## **NOTICE OF CHANGE OR CANCELLATION**

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

## **INSURANCE REQUIREMENT REVIEW**

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

## **STATE ACCEPTANCE**

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

## EXHIBIT C

### EQUITY OBJECTIVES AND DELIVERABLES

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

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

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

Grantee must meet the Equity Objectives and complete the Equity Deliverables, as described below.

#### EQUITY DEFINITIONS

**"Asset-based mindset"** means mindset that focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance Grantee's services.

**"Strength-based approach"** means policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities to develop and enhance Grantee's services.

#### EQUITY OBJECTIVES

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

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

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

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

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



Grantee must ensure that its applicants and employees are not subjected to unlawful discrimination in hiring, compensation or the terms, conditions or privileges of employment, because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and

Grantee must ensure that any subcontract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions or privileges of employment, because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

**EQUITY DELIVERABLES**

Description	Deliverable	Due no later than
1. Complete equity survey administered by the Agency	Submit completed survey	11/15/2021
2. Identify at least one equity training of interest (four-hour minimum) and require all individuals who provide services to children or families under this Grant Agreement to complete the training	Submit proof in the form of training certificate or other documentation that all individuals who provide services to children or families under this Grant Agreement have completed at least one equity training of interest,	05/15/2023
3. Collect demographic data for the services provided under this Grant Agreement and identify any gaps in reaching Historically Underserved Communities, in accordance with instructions provided by Agency	Submit annual report	05/31/2022 05/31/2023
4. Identify at least one individual who is responsible for Grantee’s equity reporting and data collection and require the identified individuals to complete 2023-25 equity orientation provided by the Agency	Submit proof of attending the orientation	04/15/2023

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

Reports on equity activities shall be delivered to Agency at [insert Outlook inbox address] by the deadline described in this Exhibit C.