

April 16, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Oregon Department of Education,
Early Learning Division for Clackamas Early Learning Hub Services

| | |
|--|--|
| Purpose/Outcomes | This revenue agreement funds the operation of the Clackamas Early Learning Hub. The Hub will coordinate the full range of Early Learning Services in Clackamas County to achieve Oregon's 40-40-20 Educational Goal by producing better outcomes for children and families in the following areas: Increase the number of children who enter kindergarten ready to learn; Increase family stability; Increase coordination and efficacy of the Early Learning System. |
| Dollar Amount and Fiscal Impact | The dollar amount awarded under this agreement is \$378,407 for FY 14-15. |
| Funding Source | Oregon Department of Education Early Learning Division. No County General Funds are involved. |
| Safety Impact | N/A |
| Duration | Effective upon signature of all parties and terminates on June 30, 2015 |
| Previous Board Action | No previous action on this Agreement |
| Contact Person | Rodney A. Cook , 503-650-5677 |
| Contract No. | 7106 |

BACKGROUND:

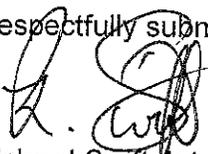
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with Oregon Department of Education Early Learning Division for operation of the Clackamas Early Learning Hub. Services to be provided under this contract include coordinating the full range of Early Learning Services, which span health care, human services, early childhood education, and private sector programs serving at-risk children and families. The target population for these services are children who are at-risk of not entering school ready to learn.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Intergovernmental Agreement and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Interim Director

Agreement Number DASPS-2351-15

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats.

This Agreement is between the State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) and Early Learning Council (ELC), and,

**Clackamas County
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: (503) 650-5678
Facsimile: (503) 650-5674
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division
775 Summer Street
Salem, Oregon 97301
Agreement Administrator: Lisa Sutter or delegate
Telephone: 971-273-3836
E-mail address: Lisa.Sutter@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2015**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits and attachments which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E, Part 1: Great Start Program Requirements
- (8) Exhibit E, Part 2: Family Support Services Program Requirements
- (9) Attachment 1: Governance Structure
- (10) Attachment 2: Formalized Collaborative Relationships
- (11) Attachment 3: Outcomes and Targets

This Agreement constitutes the entire agreement between the parties on the subject matter hereof; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, and E, the Attachments.

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$378,407.00**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. ODE will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, ODE's determination is that:

County is a sub-recipient; **OR** County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.556 (Family Support Services – Title IV-B2)

5. **County Data and Certification.**

a. County Information. County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by ODE or ODE designee.

b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County 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. County further acknowledges that in addition to the remedies under this Agreement, 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 County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317,

318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at
<https://www.sam.gov/portal/public/SAM/>; and
 - (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR
TO NECESSARY STATE APPROVALS**

6. Signatures.

Clackamas County

By:

| | | |
|----------------------|-------|------|
| Authorized Signature | Title | Date |
|----------------------|-------|------|

**State of Oregon, Department of Administrative Services, acting on behalf of the
Department of Education, Early Learning Division and Early Learning Council.**

By:

| | | |
|----------------------|-------|------|
| Authorized Signature | Title | Date |
|----------------------|-------|------|

Approved for Legal Sufficiency: Approved by David Elott via email dated March 27, 2015

Other required Signatures:

| | | |
|----------------------|-------|------|
| Authorized Signature | Title | Date |
|----------------------|-------|------|

EXHIBIT A

Part 1 Statement of Work

1. Definitions:

As used in this Agreement, the following words and phrases shall have the indicated meanings:

a. Administrative Overhead: Any dollar expended or coordinated by County for Early Learning Services 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 supporting the delivery of Early Learning Services within County or an Early Learning Service Provider, and may include staff duties such as payroll processing and data entry and non-program related costs including space, supplies and phones. If individuals spend more than 15% of their time on these functions, their salaries and expenses must be prorated between program and Administrative Overhead.

b. Age of Onset Services: The age at which a child begins to receive Early Learning Services – including home based services, Respite Care, early learning experiences or developmental screening – funded in whole or in part by the State of Oregon.

c. At Risk: Oregon Laws 2012, Chapter 37, section 12 sets forth a statutory definition of what “At Risk” means for children in the Early Learning System: “At Risk means a child who is at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.”

d. Coverage Area: The geographic area in which County will be coordinating Early Learning Services and providing the services required by this Agreement.

e. Early Learning Hub or Hub: The full range of Early Learning Services in the Coverage Area coordinated by a designated entity and designed to produce better Outcomes for children and families in the following areas: increasing the number of children who arrive at kindergarten ready to learn, increasing family stability, increasing the coordination and efficacy of the Early Learning System in order to attain Oregon’s 40-40-20 Educational Goal.

- f. Early Learning Services:** Any service that supports the development of a child, allowing them to arrive at kindergarten prepared to learn. Early Learning Services include, but are not limited to: early education and child care settings, home visiting services, Respite Care, and developmental screening.
- g. Early Learning Service Provider or Provider:** Any entity or professional working in early learning and development programs including but not limited to center-based and family child care providers, infant and toddler specialists, early intervention specialists and early childhood special educators, home visitors, Respite Care providers, related service providers, administrators, Head Start teachers, Early Head Start teachers, preschool and other teachers, teacher assistants, family service staff, and health coordinators.
- h. Early Learning System:** The full range of Early Learning Services, spanning health care, human services, early childhood education and private sector programs.
- i. Goal:** Long range expression of success for a population of children/families.
- j. Key Activities:** Actions and strategies that lead to Outcomes and are important steps to achieve the Goals.
- k. Kindergarten Assessment (KA):** An assessment given to all Oregon kindergartners to measure areas of school readiness.
- l. Metric:** Any type of quantitative gauge used in the practice of performance measurement and management.
- m. Outcome:** The end result of a Key Activity or strategy. Outcomes indicate progress toward the overall Goal(s). Outcomes are expressed through Targets set year to year.
- n. Patient-Centered Primary Care Home (PCPCH):** A health care clinic that has been recognized for its commitment to patient-centered care.
- o. Performance Based Contracting:** The State expectation of performance against Goals in returned for continued contracting.
- p. Quality Rating Improvement System (QRIS):** A systemic approach to assess, improve, and communicate the level of quality in early learning and development programs.
- q. Respite Care:** Planned or crisis related short-term relief for families and primary caregivers to restore and strengthen the family's ability to continue providing care for At-Risk children.

r. **Served/service:** Service is meant to count interventions that will change Outcomes for children. The Early Learning Council recognizes that each type of Early Learning Service Provider has a different definition for what it means to have “Served” a child. For purposes of this Agreement, it is sufficient to use the Early Learning Service provider’s individual programmatic definitions.

s. **Target:** The specific level of a Metric to achieve by a certain date. Targets should be ambitious but achievable (for example, Targets should not be so easy that 100 percent achievement is virtually assured and not so hard that 100 percent achievement is virtually impossible).

t. **Target Population:** The portion of children and families in the Coverage Area which an Early Learning Hub will be focusing its coordination of Early Learning Services.

u. **Work Plan:** Identification of Key Activities the County will perform, Metrics the County will use, and Outcomes, and Targets that the County will be accountable for.

2. **Governance:**

County shall:

- a. Establish and maintain a Governance Structure as identified in Attachment 1 – Governance Structure.
- b. Provide 30 day prior written notice to ELC Chair and ELD Agreement Administrator for proposed governance structure design changes.
- c. Implement the decision making process outlined in Attachment 1.

3. **Work Plan**

County shall:

- a. Develop and submit to the ELD Agreement Administrator for review and approval, a yearly Work Plan describing County’s planned strategies and Key Activities to achieve the Targets and Outcomes set forth in Attachment 3 and complete the Work required by this Agreement.
- b. If County desires to adjust a previously approved Work Plan, County shall submit the proposed Work Plan adjustments to the ELD Agreement Administrator for review and approval. Work Plan adjustment may be submitted quarterly at the time of performance data and learning dialogues reviews.

4. Coverage Area:

County shall:

- a. Provide services, required by this Agreement, in Clackamas County.
- b. Negotiate additional services areas as requested by ELD.

5. Coordinated Service Delivery

County shall, in its Coverage Area:

- a. Function as the coordination body to identify early learning resources and services, to coordinate the delivery of those resources and services to children 0 through 6 and their families and to help align resources, all to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3. If necessary Early Learning Services are not available in the Coverage Area or existing providers of necessary Early Learning Services have insufficient capacity in the Coverage Area (other than those services identified in subsections e. and f. below, which County may provide directly or through sub-contracts without regard to current availability or capacity and without further approval from the ELD Agreement Administrator), County may, with the prior written consent of the ELD Agreement Administrator, subcontract for the delivery of those services.
- b. Coordinate with Early Learning Service Providers in the Coverage Area to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3, with specific focus on the Target Population. Contractor has designated the following as its Target Population: 20,000 At-Risk children.
- c. Complete a Provider self-readiness assessment with any subcontracted Provider within 90 days of a signed provider subcontract in order to ensure a Provider is set up to deliver Outcomes.
- d. Create the following and provide to the ELD Agreement Administrator upon request:
 - (1) Performance-based subcontracts for any subcontracted Providers, with assistance from ELD as needed, focusing on achieving specified Outcomes.
 - (2) Memoranda of understanding with the collaborators identified in Attachment 2 – Formalized Collaborative Relationships. Each MOU must at a minimum include indication that County and the collaborator will:

- A. Engage families to increase the overall participation of children in Clackamas Early Learning Hub programs and ensure families are served in a timely manner
- B. Provide staff and support in engaging families in the design, planning, and implementation of the Clackamas Early Learning Hub system
- C. Assist in the integration of region-wide early childhood, family support and education professional development and career advancement with key partners.
- D. Provide ongoing support in the continued development and subsequent annual review and update of the 5 year strategic plan for the Clackamas Early Learning Hub.
- E. Provide ongoing program support in the implementation of identified strategies within the 5 year strategic plan, and provide feedback in the design, coordination and implementation of data collection tools working towards an integrated data collection system.
- F. Integrate and implement early screening assessment efforts to support children for school readiness in order to provide increased early interventions and increase the number of children ready for kindergarten.
- G. Participate in the ongoing development and review of an inventory of early childhood services including a care delivery model to integrate services that include involvement in periodic countywide needs assessments of the early childhood delivery system
- H. Identify and capitalize on opportunities for and participation in collaborative efforts to overcome barriers in connecting district public schools.
- I. Annually participate in the creation and update of a locally focused comprehensive children's budget modeled on the state level comprehensive children's budget; thereby, ensuring that program funds and in-kind are directed to one or more of the three targeted early learning outcomes.
- J. Participate in learning dialogues with other Clackamas partners and Early Learning Service Providers to build understanding on the meaning behind quarterly performance data.
- K. Identify and capitalize on opportunities for and participation in collaborative and coordination efforts in services provided by Clackamas region system of public health care and services available through county health departments, CCO and medical professionals.
- L. Identify and capitalize on opportunities for and participation in collaborative and coordination efforts in services provided among federally funded, state funded and county programs.
- M. Make recommendations and support efforts to ensure the most efficient and effective ways funds are braided through state and

federal funding streams for early childhood and child care programs to ensure there is no overlap or duplication of services and to increase cost efficiencies.

- N. Developing recommendations for Clackamas Early Learning Hub contracted services, required for fiscal and program outcome reports.
 - O. Work with the Clackamas Early Learning Hub to participate in dialogue with the Oregon Early Learning Council on how to most effectively create a high-quality early childhood system. Ensure that Clackamas County early learning services are effectively integrated as new programming is developed.
- e. Provide directly or through sub-contracts Great Start services in accordance with Exhibit E, Program Requirements, Part 1.
 - f. Provide directly or through sub-contracts Family Support services in accordance with Exhibit E, Program Requirements, Part 2.

6. Community and State Collaboration

County shall, in its Coverage Area:

- a. Serve as the backbone organization for a cross-sector, community collaborative action to achieve the Outcomes described in this Agreement, including but not restricted to:
 - (1) Coordination of developmental screening services,
 - (2) Establishment of a county-wide social emotional framework for children and their families,
 - (3) Establishment of linkages to a coordinated referral system which would include the BabyLink referral line, the Family Education Support Network website, 211Info/Fam, Child Care Resource and Referral among others.
 - (4) Development of coordinated home visiting programming which would include the expansion of BabyLink referral line beyond birth to 3 years of age with Head Start, Oregon Pre-K, and Early Intervention/Early Childhood Special Education among others
 - (5) Expansion of family resource coordination efforts in elementary school PreventNet sites that would assist early childhood families in their transition into kindergarten
 - (6) Establishment of greater linkages between health providers, CCO's and early childhood providers in such ways as the development of strong partnerships in the Cover Oregon outreach collaborative, and the Oregon Pediatric Society's Screening Tool and Referral Training program (START).

- b. Collaborate with local Coordinated Care Organizations (CCO) to meet the terms of community assessment mandated by SB 436.
- c. Collaborate with the joint Early Learning Council/Health Policy Board subcommittee on policy and implementation issues related to the connection between early learning and health care.
- d. Participate in planning and implementing ELD funded statewide campaigns related to quality child care, kindergarten readiness and the importance of developmental screening.
- e. Participate in quarterly ELD-facilitated learning collaboratives focused on overall challenges and opportunities facing Early Learning Hubs.
- f. Designate an appropriate County staff, governing body member, and/or collaborator to participate in Early Learning Division/Oregon Health Authority Transformation Center shared learning collaborative focused specifically on policy issues related to health/early learning alignment.
- g. Designate an appropriate County staff, governing body member, and/or collaborator to participate in other learning collaborative efforts as they emerge.
- h. Work productively and proactively with ELD assigned coach, including participation in:
 - (1) Regular phone calls;
 - (2) Quarterly site visits by the coach; and
 - (3) Quarterly learning dialogues with coach focusing on progress toward Goals.
- i. Participate in equity training and technical assistance activities with the Early Learning Division and other Early Learning Hubs.

7. Performance Standards and Outcomes

County shall:

- a. Recognize that the strategies and Key Activities identified in County's Work Plan should roll up into comprehensive Outcomes and Targets identified in **Attachment 3– Outcomes and Targets**.
- b. In collaboration with ELD, update on an annual basis the performance Targets for each of the performance Metrics in Attachment 3.

- c. Achieve annual Targets set forth in Attachment 3.
- d. Meet the highest standards prevalent in the industry or business most closely involved in providing services under this Agreement.

8. Data and Reporting Requirements

County shall:

- a. Provide input and feedback to ELD to design data collection tools including:
 - (1) Data collection requirements;
 - (2) Methodology for collection of data;
 - (3) Coordinating the collection of data;
 - (4) Rolling out collection of data and associated business process to Early Learning Service Providers coordinated by County;
 - (5) Participating in quarterly learning dialogues to discuss progress in collecting and reporting data; and
 - (6) Provide feedback on functionality of data collection tools for improvement.
- b. Provide reports as follows:

| Timeframe | Required reporting |
|--|---|
| By the 5 th of each Month for the previous Month. | - Report on actual number of At Risk children the County is coordinating services for, through Provider reports on the number of At Risk children Served. |
| October and April of each Year | - Report on actual number of At Risk children the County is coordinating services for, through Provider reports on the number of At Risk children Served. - Expenditure reports on all Early Learning Services coordinated through County - Administrative overhead % rate and assumptions on all Early Learning Services coordinated through County |
| June of each Year | - Report on actual number of At Risk children the County is coordinating services for, through provider reports on the number of At Risk children Served. - Expenditure reports on all Early Learning Services coordinated through County - Administrative overhead percentage rate and assumptions on all Early Learning Services coordinated through County - Progress toward Outcomes and Targets set forth in Attachment 3 |

- c. Work with ELD to provide additional data and information as needed for reports.

- d. Report annual progress on Outcomes and Targets by racial/ethnic sub groups where data is available to do so.
- e. Review and analyze data on early learning service disparities among racial/ethnic minorities and At Risk children living in poverty and develop strategies for course correction.

9. Contract Administration

County shall:

- a. Participate in ELD annual performance/contract reviews and learning dialogues.
- b. Address performance deficiencies with any subcontracted Providers including implementation of work plans to improve performance and take corrective action as needed.
- c. Participate in Quarterly learning dialogues.

10. Budget Requirements:

County shall:

- a. Develop an annual locally focused comprehensive children's budget that reflects the resources for all Early Learning Services coordinated by County in the Coverage Area, modeled on the state level comprehensive children's budget. Ensure funders are willing to establish shared Outcomes and support activities to achieve them. Ensure that coordinated and subcontracted service Providers are accountable to providing services in a cost efficient manner.
- b. Limit to no more than 15%, the portion of the funds coordinated for Early Learning Services in County's Coverage Area through June 30, 2015 that are expended on Administrative Overhead.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions

a. As consideration of services provided by County during the period specified in Section 1. Effective Date and Duration, ODE will pay, in accordance with the payment provisions of this Agreement, an amount not to exceed the amount specified in Section 3.a Consideration of this Agreement, to be paid as follows:

(1) \$103,091.00 per month during the term of the Agreement

(2) In addition to the amount set forth in subsection (1) above,

Up to \$31,134.00 for Great Start Services expenses incurred from the effective date of this Agreement through June 30, 2015, disbursed on an expense reimbursement basis

Up to \$13,000.00 for Family Support Services expenses incurred from the effective date of this Agreement through June 30, 2015, disbursed on an expense reimbursement basis

The foregoing funds may only be expended on the delivery of services under this Agreement and the funds made available for Great Start services may only be expended on the delivery of Great Start Services and the funds made available for Family Support Services may only be expended on the delivery of Family Support Services.

b. In addition to the amounts set forth in subsection a above, but subject to the maximum amount specified in Section 3.a, ODE will, promptly after execution of this Agreement, make a one-time payment of \$25,000.00 to County to cover start-up costs. Start-up costs are the costs of hiring and training and program related expansion costs.

c. County shall send all invoices to ODE's Agreement Administrator at the address specified on page 1, or to any other address as ODE may indicate in writing to County. The invoice shall describe the work performed during the period covered by the invoice. County's claims to ODE for overdue payments on invoices are subject to ORS 293.462.

d. Payment will be made by ODE to the County monthly, on or after the first of each month following the month in which the services were performed, provided County is not in default hereunder and subject to receipt and approval by the ELD Agreement Administrator of County's invoice referenced above and County's

report as specified in **EXHIBIT A, Part 1, Statement of Work, Section 8. Data and Reporting Requirements.**

- e. County shall expend on the coordination of Early Learning Services in County's Coverage Area and from sources other than ODE, an amount equal to at least 25% of the amount paid to County under this Agreement.

2. Travel Expenses.

ODE shall not reimburse County for any travel expenses under this Agreement.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which ODEs not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. ODE, County and any subcontractor will share information as necessary to effectively serve ODE clients.

2. Amendments.

- a. ODE reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) ODE may extend the Agreement for additional periods, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODE's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) ODE may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODE so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODE further reserves the right to amend the Statement of Work based on the original scope of work of RFA # 102-2183-14 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

3. Background Checks. Reserved.

- 4. Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Agreement Administrator. The County will make immediate contact with the ODE office when media contact occurs. The Agreement Administrator will assist the County with an appropriate follow-up response for the media.

5. Mandatory Reporting. Reserved

- 6. Nondiscrimination.** The County must provide services to ODE clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and ODE, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable

law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. ODE represents and warrants as follows:

- (1) Organization and Authority. ODE has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by ODE of this Agreement (a) have been duly authorized by all necessary action by ODE and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODE is a party or by which ODE may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODE of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by ODE and constitutes a legal, valid and binding obligation of ODE, enforceable in accordance with its terms subject to the laws of bankruptcy,

insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized; Payments.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODE receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODE, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODE. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODE represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with all Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by ODE. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to ODE on a ODE-approved form. ODE is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and ODE, result in payments to County to which County is not entitled, ODE, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify ODE that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

- 7. Compliance with Law.** Nothing in this Agreement shall require County or ODE to act in violation of state or federal law or the Constitution of the State of Oregon.

8. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODE or County.
 - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to ODE pursuant to the Work.
- b. Original Works. All Work Product created by County pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of ODE. ODE and County agree that all Work Product is "work made for hire" of which ODE is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," County hereby irrevocably assigns to ODE any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon ODE's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in ODE. County forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c. In the event that Work Product is County Intellectual Property, a derivative work based on County Intellectual Property or a compilation that includes County Intellectual Property, County hereby grants to ODE an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County Intellectual Property and the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on ODE's behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, County shall secure on ODE's behalf and in the name of ODE an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on ODE's behalf.

- e. If state or federal law requires that ODE or County grant to the United States a license to any intellectual property, or if state or federal law requires that the ODE or the United States own the intellectual property, then County shall execute such further documents and instruments as ODE may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODE
- f. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODE may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODE to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. ODE Default. ODE shall be in default under this Agreement upon the occurrence of any of the following events:

- a. ODE fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by ODE herein or in any documents or reports relied upon by County to measure performance by ODE is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to ODE;
- (2) Upon 45 days advance written notice to ODE, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to ODE, if ODE is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to ODE, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. ODE Termination. ODE may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if ODE ODEs not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODE under this Agreement, as determined by ODE in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODE may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly, the Emergency Board, or the Governor reduces ODE's authorization for expenditure of funds to such a degree that ODE will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODE in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODE no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
 - (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as ODE may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. ;
 - (6) Immediately upon written notice to County, if ODE determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.
- c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination

- a. Entire Agreement.
 - (1) Upon termination of this Agreement, ODE shall have no further obligation to pay County under this Agreement.
 - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition,

County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that ODE and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. **Information Privacy/Security/Access. Reserved**
17. **Force Majeure.** Neither ODE nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of ODE or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODE may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of ODE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODE may deem necessary. No approval by ODE of any assignment or transfer of interest shall be deemed to create any obligation of ODE in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. 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.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without ODE'S prior written consent. In addition to any other provisions ODE may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODE will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8,

15, 16, 18, 21, and 23 of this Exhibit B. ODE's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.

21. **No Third Party Beneficiaries.** ODE and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of ODE to assist and enable ODE to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or ODE at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

ODE: **Lillie Gray**
255 Capital Street NE
Salem, OR 97301
Telephone: 503-947-5647
Facsimile: 503-378-5156

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Construction. Reserved**
30. **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 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State 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 the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County 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. The State'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 the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of the County on the one hand and of the State 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. The County'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.

- 31. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") 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 County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 32. Stop-Work Order.** ODE may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODE shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the Agreement as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, ODE may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

- 33. Time is of the Essence.** County agrees that time is of the essence under this Agreement.

EXHIBIT C

Subcontractor Insurance Requirements

General Requirements. County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODE. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the county directly enters into a contract. It ODEs not include a subcontractor with whom the contractor enters into a contract.

- 1. Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2. Professional Liability.**

Required by ODE Not required by ODE.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by ODE:

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Commercial General Liability.

Required by ODE Not required by ODE.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODE. This insurance shall include personal injury liability, products and completed operations. Coverage shall be

written on an occurrence form basis, with not less than the following amounts as determined by ODE:

Bodily Injury, Death and Property Damage:

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Automobile Liability.

Required by ODE Not required by ODE.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the ODE:

Bodily Injury, Death and Property Damage:

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

3. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall 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 the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and ODE may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODE approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
4. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
5. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims

made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODE, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** If the Activities and or Services provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declare itself a "covered entity" under HIPAA, County agrees to conduct the Activities and or Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Providers to comply with the following:
- a. **Privacy and Security of Individually Identifiable Health Information.** On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - b. **Data Transactions Systems.** Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.

- c. **Consultation.** If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.
7. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
10. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to ODE clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i)

above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify ODE within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODE clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **Agency-based Voter Registration.** County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
 - d. County shall make the disclosures required by this Section 14 to ODE. ODE reserves the right to take such action required by law, or where ODE has

discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a county purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

EXHIBIT E
Part 1

Great Start
Program Requirements

1. Program Purpose

County shall provide in the Coverage Area the Great Start Services described in Section 2 below. Contractor County shall design and deliver the Great Start Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement. These Outcomes will be reported using the format and timeline prescribed by the ELD. Great Start Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.

2. Great Start:

- (a) Eligibility:** Prenatal services to expectant mothers, children 0 through six years of age and the children's families.
- (b) Services:** Programs and services in the Coverage Area that promote Outcomes identified in this Agreement including, but not limited to, research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness.

EXHIBIT E

Part 2

Family Support Services Program Requirements

1. Program Purpose

Agency shall provide in the Coverage Area the Family Support Services described in Section 2 below. Agency shall design and deliver the Family Support Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement. These Outcomes will be reported using the format and timeline prescribed by the ELD. Family Support Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.

2. Family Support Services - Title IV-B(2)

(a) **Eligibility:** All children and their families.

(b) **Services:**

- (A) **Family Support Services:** Family Support Services means community-based services to promote the well-being of children and families 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. *US Department of Health and Human Services, Administration for Children and Families.*
- (B) Family Support Services must (1) be family-focused and targeted to the family and not only the child or other individual family member(s); (2) be focused on at-risk families so that the services will have an impact on the population that would otherwise require services from DHS; and (3) focus on child welfare (not educational needs or other services which are the responsibility of other agencies). Family Support Services (Title IV-B(2)) funds allocated may not be used for family preservation or family reunification services as these are services provided by DHS.
- (C) Family Support Services funds are federal Title IV-B(2). Use and expenditure of these funds must meet all federal requirements. Family Support Services may include:
 - (i) Services, including in-home visits, parent support groups, and other programs designed to improve parenting skills (by

reinforcing parents' confidence in their strengths, and helping them to identify where improvement is needed and to obtain assistance in improving those skills) with respect to matters such as child development, family budgeting, coping with stress, health, and nutrition. Example of programs may include Parenting Classes, Parent-to-Parent Support, and In-Home Visitation classes;

- (ii) Respite care of children to provide temporary relief for parents and other caregivers including, for example, family respite care ;
- (iii) Structured activities involving parents and children to strengthen the parent-child relationship, including, for example, Healthy Families Oregon;
- (iv) Drop-in centers to afford families opportunities for informal interaction with other families and with program staff, including, for example, family resource centers;
- (v) Transportation, information and referral services to afford families access to other community services, including child care, health care, nutrition programs, adult education literacy programs, legal services, and counseling and mentoring services, including, for example, Dial-a-Ride, child care referral, and outreach centers; and
- (vi) Early developmental screening of children to assess the needs of such children, and assistance to families in securing specific services to meet these needs, including, for example, Healthy Families Oregon.

3. **Title IV-B2 Family Support Services Funds.** When utilizing federal Title IV-B2 Family Support Services funds, Agency shall comply 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.

**Attachment 1
Governance Structure**

| Role | Composition | Responsibilities |
|--|--|---|
| <p>Advisory Committee for the Clackamas Early Learning Collaborative (ACCEL)</p> | <p>ACCEL consists of up to 25 members representing the following organizations:</p> <ul style="list-style-type: none"> - Clackamas Commission on Children and Families - Clackamas Community College - Clackamas Community Health Divisions - Clackamas County Healthy Start - Clackamas County Housing Representative - Clackamas County Libraries - Clackamas County Relief Nursery - Clackamas Education Service District - Clackamas School Superintendent(s) - Hispanic Interagency Networking Team Representative - Local Alcohol and Drug Representative - Local Business Representative - Local Coordinated Care Organization - Local Corrections Representative - Local Domestic Violence Representative - Local Early Childhood Provider - Local Early Childhood Specialist - Local Faith Representative - Local Family Court | <ul style="list-style-type: none"> - Acknowledging families as central to the early learning system, develop recommendations for increasing the overall participation of children in programs and ensure families are served in a timely manner. - Identify opportunities for, and barriers to, collaboration and coordination with the services provided by Clackamas region public schools. - Identify opportunities for, and barriers to, collaboration and coordination with the services provided by Clackamas region system of public health care and services available through county health department. - Identify opportunities for, and barriers to, collaboration and coordination among federally funded, state funded and county programs. - Make recommendations on the most efficient and effective ways to braid state and federal funding streams for early childhood and child care |

| | | |
|--|---|---|
| | <p>Judge</p> <ul style="list-style-type: none"> - Local Head Start - Local Nurse/Physician - Local Parent - Local Work Force/Business Representative - Department of Human Services – Clackamas Branch | <p>programs to ensure there is no overlap or duplication of services and to increase cost efficiencies.</p> <ul style="list-style-type: none"> - Develop recommendations for contracted services, required fiscal and program outcome reports. - Review program evaluations regarding high-quality early childhood programs - Develop recommendations regarding the establishment of a unified data collection system. - Review periodic countywide needs assessment. - Make recommendations to the Oregon Early Learning Council on how to most effectively create a high-quality early childhood system. - Develop an inventory of early childhood services and a care delivery model to integrate the identified services. - Make recommendations on how to screen early and comprehensively assess children for school readiness in order to provide increased early |
|--|---|---|

| | | |
|--|--|--|
| | | <p>interventions and increase the number of children ready for kindergarten.</p> <ul style="list-style-type: none"> - Develop recommendations regarding region-wide early childhood, family support and education professional development and career advancement. - Ensure that Clackamas County early learning services are effectively integrated as new programming is developed. - Identify where gaps in services are and develop collaborative ways to alleviate those gaps. |
|--|--|--|

**Attachment 2
Formalized Collaborative Relationships**

| Entity Type | Specific partners |
|--|--|
| School Districts and K-12 Schools | <ul style="list-style-type: none"> - Canby School District - Colton School District - Estacada School District - Gladstone School District - North Clackamas School District - Molalla River School District - Oregon City School District #62 - Oregon Trail School District - West Linn-Wilsonville School District |
| Counties and Local Governments | <ul style="list-style-type: none"> - Clackamas County Public Health - Clackamas County Behavioral Health - Housing Authority of Clackamas County - Clackamas County Social Services - Clackamas County Community Corrections - Department of Human Services - Libraries in Clackamas County - Clackamas Education Service District - Clackamas County Children's Commission |
| Coordinated Care Organizations & Health | <ul style="list-style-type: none"> - Family Care, Inc. - Health Share of Oregon - Oregon Pediatric Society |
| Early Childhood Service Providers | <ul style="list-style-type: none"> - Child Care Resource and Referral of Clackamas County - Early Intervention and Early Childhood Special Education - ACCEL - Oregon Child Development Coalition - Healthy Families of Clackamas County - Child Care Development Services, Inc. - Metropolitan Family Services - Northwest Family Services, (NWFS) - Todos Juntos - Lifeworks NW - 211 Info - BabyLink - Children's Center - Clackamas Women's Services (CWS) |
| Private Sector | <ul style="list-style-type: none"> - Workforce Investment Council of Clackamas County |
| Higher Education | <ul style="list-style-type: none"> - Clackamas Community College |

**Attachment 3
Outcomes and Targets**

OUTCOME: Kindergarten Readiness:

Metric 1: Increase the number of high quality early learning and child care facilities in Coverage Area as measured by QRIS:

| | Baseline | Targeted for Year 2 Improvement | Targeted Year 3 Improvement |
|-------------|--------------------------|--|------------------------------------|
| QRIS | Licensed facilities: 309 | | |
| | Commitment to quality: 2 | Commitment to quality: 55 | Commitment to quality: 65 |
| | Three star: 0 | Three star: 20 | Three star: 25 |
| | Four star: 1 | Four star: 15 | Four star: 18 |
| | Five star: 1 | Five star: 10 | Five star: 12 |

Metric 2: Increase performance on the KA for the Target Population

| | Baseline | Targeted Year 2 Improvement: | Targeted Year 3 Improvement: |
|-------------------|---|---|---|
| KA Results | Early literacy letter names: 21.6/11.0 | Early literacy letter names: 10%/50% | Early literacy letter names: 12%/60% |
| | Early literacy letter sounds: 8.4/4.4 | Early literacy letter sounds: 15%/55% | Early literacy letter sounds: 16%/62% |
| | Early math numbers and operations: 8.4/6.9 | Early math numbers and operations: 20%/30% | Early math numbers and operations: 20%/34% |
| | Approaches to learning self-regulation: 3.5/3.5 | Approaches to learning self-regulation: 9%/9% | Approaches to learning self-regulation: 9%/9% |

OUTCOME: Stable and Attached Families:

Metric 3: Increase the number of children in the Target Population who receive developmental screening prior to age three

| | Baseline | Targeted Year 2 Improvement: | Targeted Year 3 Improvement: |
|--------------------------------|---|---|---|
| Developmental Screening | Number of children in the Target Population who receive developmental screening prior to age three: 483 | % increase of children in the Target Population who receive developmental screening prior to age three: 33% | % increase of children in the Target Population who receive developmental screening prior to age three: 36% |

Metric 4: Increase the number of children in the Target Population who are enrolled in a PCPCH:

| | Baseline | Targeted Year 2 Improvement: | Targeted Year 3 Improvement: |
|--------------|--|--|--|
| PCPCH | Number of children in the Target Population who are enrolled in a PCPCH: 787 | % increase of children in the Target Population who are enrolled in a PCPCH: 91% | % increase of children in the Target Population who are enrolled in a PCPCH: 93% |

Metric 5: Decrease the number of children and families involved with the child welfare system as measured by:

- Decreasing the number of children age 0 through 6 who enter foster care.
- Decrease the number of children age 0 through 6 who return to foster care.
- Increase the number of children involved with the child welfare system who are Served safely and equitably at home.

| | Baseline | Year 2 Trends | Targeted Year 3 Improvement: |
|---|---|---|---|
| Involved in Child Welfare System | Number of children age 0 through 6 who enter foster care: 158 | County will observe trends in the number of children age 0 through 6 who enter foster care. | Decrease number of children age 0 through 6 who enter foster care: 10% |
| | Number of children age 0 through 6 who return to foster care: 7 | County will observe trends in number of children age 0 through 6 who return to foster care. | Decrease number of children age 0 through 6 who return to foster care: 50% |
| | Number of children involved with the child welfare system who are Served safely and equitably at home: 11 | County will observe trends in number of children involved with the child welfare system who are Served safely | Increase number of children involved with the child welfare system who are Served safely and equitably at home: 10% |

and equitably at home.

OUTCOME: System Coordination

Because the state of Oregon currently lacks a data system that can provide de-duplicated data across programs, systems and services, the Targets in the following Metrics will not serve as accountability Metrics and the Targets remain aspirational until Early Learning Hubs and the State collectively address the current data challenges.

Metric 6: Decrease the cost of service – including Administrative Overhead -- across the Early Learning System.

Baseline: \$809.00

13%

Metric 7: Increase the number of At Risk children Served across the system.

Baseline: 20,000

Metric 8: Decrease the Age of Onset Services – connect At Risk children to services as early in life as possible.

Baseline: 18 months