

January 21, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to an Intergovernmental Agreement #5803 with the Oregon Department of Education, Early Learning Division to Provide Early Learning Hub Services

Purpose/Outcomes	The Early Learning program provides 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. An expected outcome associated with this program is an increase in the percentage of children receiving services arriving at kindergarten prepared to learn.
Dollar Amount and Fiscal Impact	The total dollar payable to County is \$1,701, 689.55. These funds cover January 1, 2016 through September 30, 2017. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs.
Funding Source	Oregon Department of Education, Early Learning Division. County is a Vendor under this agreement.
Duration	Effective upon signature of all parties and terminates on September 30, 2017.
Previous Board Action	N/A
Strategic Plan Alignment	1. Provides for Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, Director 503-650-5677
Contract No.	7534

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement #5803 with Oregon Department of Education, Early Learning Division for operation of the Early Learning Hub. Services to be provided under this contract include: Great Start, Family Support, Kindergarten Partnership and Innovation, School Readiness, Healthy, Stable & Attached Families services. The target population for these services are children who are 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.

This agreement has been reviewed and approved by County Counsel on January 11, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 5803

**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, acting by and through its Department of Education (ODE) on behalf of its Early Learning Division (ELD) and the 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 (ELD)
775 Court Street
Salem, Oregon 97301
Agreement Administrator: Denise Swanson or delegate
Telephone: 503-798-7120
E-mail address: Denise.Swanson@state.or.us**

1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) January 1, 2016 or, (ii) when required, the date this Agreement is approved by the Department of Justice. . Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **September 30, 2017**. 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.

This Agreement consists of this document and includes the following listed exhibits 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 Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: 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) Exhibit E, Part 3: Kindergarten Partnership and Innovation Program Requirements
- (10) Exhibit E, Part 4: School Readiness Program Requirements
- (11) Exhibit E, Part 5: Healthy, Stable and Attached Families Program Requirements
- (12) Attachment 1: Governance Structure
- (13) Attachment 2: Formalized Collaborative Relationships
- (14) Attachment 3: Outcomes, Metrics, Baselines and Targets

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

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, E and all Attachments.

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 \$1,701,689.55. 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 acting by and through its Department of Education

By:

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

Approved for Legal Sufficiency: Approved by David Elott via email dated December 31, 2015

Other review Signatures:

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

EXHIBIT A

Part 1 Statement of Work

1. Preamble

ELD supports Oregon's young children and families to learn and thrive. All of our work is in service to children, families and communities. ELD knows that historically underserved communities represent Oregon's best opportunity to improve educational outcomes. Strength-based approaches and asset-based mindsets will support our efforts to institutionalize equity. ELD recognizes in order for each and every child and family to learn and thrive, ELD has to provide differentiated, person-centered resources and support.

ELD supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer/client populations and communities. Cultural responsiveness describes the capacity to respond to the issues of diverse communities and requires knowledge and capacity at different levels of intervention and service delivery: systemic, organizational, professional and individual.

ELD Contractors and Service Providers need to ensure the following:

- a. Work to build a service delivery climate that promotes acceptance, inclusion and respect for cultural and linguistic diversity;
- b. Staff understand the communities they serve, in a non-static manner, including their culture, values, norms, history, customs, and particularly types of discrimination, marginalization and exclusion they face in this country. This knowledge needs to be applied in a responsive, non-limiting and non-stereotyping manner;
- c. Staff must interact with service users in a way that demonstrates understanding of cultural norms, values, everyday practices and routines, including food, greetings and family conventions;
- d. Staff must engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users and use this knowledge to engage service users at a higher level of inclusion and respect; and
- e. Utilize data to understand the service population and to determine service needs. Data must be used in the determination of target populations and the prioritization of services.

2. 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 by the 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 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. Strategy:** Describes at a high level how work will be accomplished.
- t. 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).

u. 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.

v. Work Plan: Identification of Strategies 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 ELD Agreement Administrator for proposed governance structure design changes.

3. Work Plan

County shall:

Develop and submit to the ELD Agreement Administrator for review and approval, a yearly Work Plan describing County’s Strategies, Key Activities and responsible entities to achieve the Outcomes and Targets set forth in Attachment 3 and complete the Work required by this Agreement. 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.

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 coordinating 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 in order to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3.

If Early Learning Services are not available in the Coverage Area or existing Providers have insufficient capacity in the Coverage Area (other than those services identified in subsections e. through i... below, which County may provide 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. ELD has determined there are 13,234 At-Risk Children in the County's Coverage Area. County has designated the following as its Target Population: All At-Risk Children and their families.
- c. Submit Sub-Contractor vetting process to ELD Agreement Administrator for review and approval.
- 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.
- e. Provide through sub-contracts Great Start services in accordance with Exhibit E, Program Requirements, Part 1.
- f. Provide through sub-contracts Family Support services in accordance with Exhibit E, Program Requirements, Part 2.
- g. Provide through sub-contracts Kindergarten Partnership and Innovation services in accordance with Exhibit E, Program Requirements, Part 3.
- h. Provide through sub-contracts School Readiness services in accordance with Exhibit E, Program Requirements, Part 4.
- i. Provide through sub-contracts Healthy, Stable and Attached Family services in accordance with Exhibit E, Program Requirements, Part 5.

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. Participate in planning and implementing ELD funded statewide campaigns related to quality child care, kindergarten readiness and the importance of developmental screening and other statewide early learning initiatives.
- d. Participate in twice yearly Early Learning System ELD- facilitated learning collaboratives focused on overall challenges and opportunities facing Early Learning Hubs.
- e. Designate an appropriate County staff, governing body member, and/or collaborator to participate in Early Learning Division and other state agency shared learning collaborative focused specifically on policy issues related to early learning alignment.

- f. Designate an appropriate County staff, governing body member, and/or collaborator to participate in other learning collaborative efforts as they emerge.
- g. Work productively and proactively with ELD assigned facilitator, including participation in:
 - (1) Regular phone calls; and
 - (2) Yearly site visits.
- h. Complete an equity self-assessment by June 30, 2016 in the tool developed ELD.
- i. Complete a demographic analysis by June 30, 2017 in the tool developed ELD, that compares the population demographics of the Coverage Area with the actual population served.
- j. Ensure all staff providing direct services to the Target Population completes an open source training by June 30, 2016 on structural racism. ELD will provide specific training documents.

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 between August and September each year 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) Provide feedback on functionality of data collection tools for improvement.

- b. Provide reports as follows:
 - (1) Monthly Reports: Submit by the 5th of each month for the previous month utilizing the monthly funding draw report.
 - (2) Quarterly Reports: Submit by the 15th of November, April, May and August of each year utilizing the Hub Reporting Workbook.
 - (3) Annual Reports: Submit an expense report and progress towards Outcomes and Targets report by the 15th of August each year utilizing the Hub Reporting Workbook.
 - (4) Equity Report: Utilizing the information provided by the equity self-assessment tool and demographic analysis, identify gaps in services by June 30, 2017 and provide a written report to the Agreement Administrator.
- c. Work with ELD to provide additional data and information as needed for reports.

9. Agreement Administration

County shall:

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

10. Budget Requirements:

County shall:

- a. Develop a locally focused comprehensive children's budget that reflects the resources for all Early Learning Services coordinated by County in the Coverage Area and submit to ELD no later than September 1st of every odd year. 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. Work towards braided and blended funding.
- b. No more than 15% of the total funds provided to County under this Agreement (other than funds provided to County for Family Support Services) may be expended on Administrative Overhead. No more than 10% of the funds provided to County under this Agreement for Family Support Services may be expended on Administrative Overhead.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions

a. As consideration of services provided by ODE 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) Beginning January 1, 2016 through June 30, 2017:

\$27,438.68 per month for Hub Coordination

(2) Beginning July 1, 2017 through September 30, 2017:

\$26,498.50 per month for Hub Coordination

(3) In addition to the amount set forth in subsection (1) and (2) above:

Beginning January 1, 2016 through June 30, 2017:

Up to \$71,317.87 for Great Start Service expenses, disbursed on an expense reimbursement basis

Up to \$133,585.85 for Family Support Service expenses, disbursed on an expense reimbursement basis

Up to \$474,065.06 for Kindergarten Partnership and Innovation Service expenses, disbursed on an expense reimbursement basis

Up to \$184,105.24 for School Readiness Services expenses, disbursed on an expense reimbursement basis

Up to \$113,119.64 for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis

Beginning July 1, 2017 through September 30, 2017:

Up to \$10,697.71 for Great Start Service expenses, disbursed on an expense reimbursement basis

Up to \$22,264.35	for Family Support Service expenses, disbursed on an expense reimbursement basis
Up to \$80,033.58	for Kindergarten Partnership and Innovation Service expenses, disbursed on an expense reimbursement basis
Up to \$24,224.37	for School Readiness Services expenses, disbursed on an expense reimbursement basis
Up to \$14,884.16	for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis

The funds set forth in Sections 1.a(1) and (2) may be expended only on the delivery of services under this Agreement and the funds identified in Section 1.a(3) for a specific service may be expended only on the delivery of the specified service.

- b.** County shall send all invoices to ELD’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.
- c.** 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.**
- d.** County must demonstrate a 25% percent local match of the funds provided to County under Sections 1.a(1) and (2) above.

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 a 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 does 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 or 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 County 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 does 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 or Emergency Board reduces ODE's legislative 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:

Karen Hull
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 contribution obligation under this Section 30, 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 does 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.

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 3 below. 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. **Eligibility:** Prenatal services to expectant mothers, children 0 through six years of age and the children's families.
3. **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.
4. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 10b.

EXHIBIT E

Part 2

Family Support Services Program Requirements

1. **Program Purpose:** County shall provide in the Coverage Area the Family Support Services described in Section 3 below. County 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. **Eligibility:** All children and their families.

3. **Services:** Family Support Services are 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.*
 - a. 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.
 - b. 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:
 - (1) 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;

- (2) Respite care of children to provide temporary relief for parents and other caregivers including, for example, family respite care ;
- (3) Structured activities involving parents and children to strengthen the parent-child relationship, including, for example, Healthy Families Oregon;
- (4) Drop-in centers to afford families opportunities for informal interaction with other families and with program staff, including, for example, family resource centers;
- (5) 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
- (6) 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.

4. **Title IV-B2 Family Support Services Funds:** When utilizing federal Title IV-B2 Family Support Services funds, County 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 ELD such documentation as ELD 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.
5. **Title IV-B2 Family Support Services Match Requirement:** Federal Title IV-B2 Family Support Services Funds require 25% match. Match funds can be in-kind, cash or cash equivalent. Other Federal Funds can't be utilized as match funds.
6. **Title IV-B2 Family Support Services Administrative Overhead:** No more than 10% of the funds provided to County under this Agreement for Family Support Services may be expended on Administrative Overhead.

EXHIBIT E
Part 3

Kindergarten Partnership and Innovation (KPI)
Program Requirements

1. **Program Purpose:** County shall provide in the Coverage Area KPI services as described in Section 3 below. County shall design and deliver KPI Services in a manner that supports achievement of connections between early learning and K-12 education systems, the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement.
2. **Eligibility:** All children and their families.
3. **Services:** KPI services are services that assist children in becoming ready for and successful in kindergarten including but not limited to preschool and other early learning opportunities in connection with other community based Providers, licensed childcare providers, elementary schools or other Providers of Early Learning Services.
4. **Restrictions on Use of Funds:** Subcontracted Providers of KPI services are limited to Education Service Districts (ESD), K-12 school districts, non-profit organizations, and post-secondary institutions. Funds provided to County under this Agreement for KPI services may not be used for capital expenses, such as facilities, or to supplant existing federal or state funds. Capital expenses do not include operating supplies such as books, curriculum, materials, manipulatives, or furniture that is developmentally appropriate for young children.
5. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 10b.

EXHIBIT E
Part 4

School Readiness Program Requirements

- 1. Program Purpose:** County shall provide in the Coverage Area School Readiness Services described in Section 3 below. County shall design and deliver School Readiness Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and other Hub and ELD goals as described in this Agreement. School Readiness Services must be community-based, high quality early learning experience and/or therapeutic services, with demonstrated positive school readiness..

- 2. Eligibility:**
 - a.** Children who are receiving Healthy Families Oregon services, Early Head Start services, Oregon Pre-Kindergarten services, or are on other early learning service waiting lists.

 - b.** Children in County targeted elementary school catchments areas.

 - c.** Children from historically underserved populations.

 - d.** Children with diagnosed disabilities or delays in natural settings.

- 3. Services:** School Readiness services are (a) services that increase the number of QRIS providers focused on providing culturally specific services or services in targeted school catchments or low-income communities, serving children and families of historically underserved populations, (b) community-based evidence based early literacy services that target high-risk communities or populations and promote cross-sector collaboration, and (c) capacity building activities for developmental screening, infant-toddler mental health consultants and targeted professional development and training.

- 4. Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 10b.

EXHIBIT E
Part 5

Healthy, Stable, and Attached Families
Program Requirements

1. **Program Purpose:** County shall provide in the Coverage Area Healthy, Stable and Attached Family Services as described in Section 3 below. County shall design and deliver Healthy, Stable and Attached Family Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and other Hub and ELD goals as described in this Agreement. Healthy, Stable and Attached Family Services must be focused on activities that promote healthy, stable and attached families.
2. **Eligibility:** All Children and their families.
3. **Services:** Healthy, Stable, and Attached Families services are (a) services that increase access to evidence based early learning programs, including culturally specific community-based programs, that increase the confidence and competence of caregivers and/or strengthen resiliencies of families who are experiencing specific stressors, (b) services that build connectivity and collaboration between Early Learning Services and health, mental health, child welfare, self-sufficiency and other stabilization programs and (c) capacity building activities for developmental screening, infant-toddler mental health consultants and targeted professional development and training.
4. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 10b.

**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 	<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

	<ul style="list-style-type: none"> • Local Faith Representative • Local Family Court Judge • Local Head Start • Local Nurse/Physician • Local Parent • Local Work Force/Business Representative • Department of Human Services – Clackamas Branch 	<p>childhood and child care 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
--	--	---

		<p>assess children for school readiness in order to provide increased early 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 and Education School Districts/ Higher Education	<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 • Clackamas Community College
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 • 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
Business Partners	<ul style="list-style-type: none"> • Workforce Investment Council of Clackamas County
Parents	
Social Service Providers	<ul style="list-style-type: none"> • Child Care Resource and Referral of Clackamas County • • DHS District 15 • 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

	<ul style="list-style-type: none">• Children's Center• Clackamas Women's Services (CWS)
Tribes	

**Attachment 3
Outcomes, Metrics, Baselines and Targets**

Outcome #1: The early childhood system is aligned, coordinated and family-centered.

Metric: Program participation data demonstrates increase in services to children and families in the target population.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
2,200	2,310	2,426

Outcome #2: Children are supported to enter school ready to succeed.

Metric: Increase the number of children from Early Head Start, Head Start, OPK, Relief Nurseries, Healthy Families Oregon and/or other waiting lists served by a Hub subcontractor.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

Metric: Increase in number of 3, 4, and 5-star QRIS providers serving children from high poverty “hot spots”, as designated by the Department of Human Services, and an increase in the number of children served in hot spots.

Number of Providers:

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
0	10	20

Number of Children:

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
0	15	44

Metric: Increase in percent of children who receive a developmental screen before the age of 3.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
49%	53%	57%

Metric: Increase in percentage of children enrolled in kindergarten before start of school year.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

Outcome #3: Families are healthy, stable and attached.

Metric: Increase in percentage of children in Employment Related Day Care (ERDC) in a 3, 4 or 5-star QRIS program.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
.6%	3.9%	6.2%

Metric: Increase in the number of children and families served by DHS (e.g., through TANF or child welfare) who are receiving early learning, parent education or family support services.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

Metric: Increase in the percentage of children on OHP who make it to 6 or more well-child visits by 15 months of age.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
44%	48%	52%