

**STATE OF OREGON
GRANT AGREEMENT**

Grant No. [XXXXXX]

AWARD

The State of Oregon, acting by and through its Early Learning Division of the Department of Education (“Agency”) awards:

Grantee:
Amount: \$

Grantee agrees to accept these funds (the “Grant Funds”) and use them for child care reopening costs as described in this Grant Agreement (the “Grant”).

AGREEMENT

1. **EFFECTIVE DATE AND DURATION.** When all parties have executed this Grant (“Executed Date”), this Grant is effective and has a Grant funding start date as of [Start Date] (“Effective Date”), and unless extended or terminated earlier in accordance with its terms, will expire on [End Date].

2. **GRANT MANAGERS.**

Agency’s Grant Manager is:
Dawn Baker, Grant Manager
700 Summer Street NE, Suite 350
Salem, OR 97301
ECCGrants@ode.state.or.us
971-707-2029

Grantee’s Grant Manager is:
Name
Address
City, State, Zip
Email
Phone

3. **PROGRAM ACTIVITIES.** Grantee must use the Grant Funds as set forth in Exhibit A (the “Program”).

4. **DISBURSEMENT.** Agency will disburse the Grant Funds to Grantee, subject to Agency having sufficient funding, appropriations, expenditure limitation, allotments, and other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to disburse the Grant Funds from funding provided to Agency under the Coronavirus Response and Relief Supplemental Appropriations Act. Nothing in this Grant authorizes a violation of Article XI, section 7 of the Oregon Constitution.

5. **RECORDS MAINTENANCE AND ACCESS.** Grantee must maintain all records relating to this Grant in accordance with applicable generally accepted accounting principles and in such a manner as to clearly document Grantee’s performance for a minimum of six (6) years, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant, whichever date is later. Grantee shall permit Agency at any time to inspect the records and premises of Grantee for the purpose of verifying Grantee’s compliance with the terms of this Grant, including the use of Grant Funds, solely for the purposes allowed under this Grant. If Grantee is a non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards, Grantee must conduct a single or program-

specific audit for that year in accordance with the requirements of 45 CFR Part 75 Subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

6. **GOVERNING LAW, JURISDICTION.** This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between Agency or any other agency or department of the state of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURT.
7. **DEFAULT.**
 - A. **Grantee.** Grantee will be in default under this Grant if: (i) Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its obligations under this Grant; (ii) any representation, warranty, or statement made by Grantee in this Grant or in any documents relied upon by Agency to measure Grantee’s use of Grant Funds is untrue in any material respect when made; or (iii) a petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
 - B. **Agency.** Agency will be in default under this Grant if Agency fails to perform its obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source for this Grant.
8. **REMEDIES.**
 - A. **Agency Remedies.** If Grantee is in default, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including without limitation, specific performance, setoff, or declaring Grantee ineligible for the receipt of future awards from Agency.
 - B. **Grantee Remedies.** If Agency is in default, Grantee’s sole remedy will be, within any limits set forth in this Grant, disbursement for allowable Program costs incurred during the term of the Grant, less any claims Agency has against Grantee.
9. **WITHHOLDING FUNDS, RECOVERY.** Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand any Grant Funds paid to Grantee that exceed the amount to which Grantee is entitled or any Grant Funds determined by Agency to be spent for purposes other than allowable Program costs.
10. **TERMINATION.**
 - A. **By Agency.** Agency may terminate this Grant: (i) at Agency’s discretion upon 30 days written notice, (ii) immediately upon written notice to Grantee, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant, (iii) if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that Agency’s

performance under this Grant is prohibited, or (iv) if Grantee is in default.

B. By Grantee. Grantee may terminate this Grant if Agency is in default.

11. MISCELLANEOUS.

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

B. Notice. Any notice to be given under this Grant must be given in writing by email, personal delivery, or by mail, to a party's Grant Manager at the physical address or email address set forth in this Grant, and is effective, as applicable: five (5) days after mailing, when actually personally delivered, or upon the sender's receipt of confirmation generated by the recipient's email system of receipt by the recipient's email system.

C. Survival. All rights and obligations of the parties under this Grant will cease upon termination of this Grant, other than the rights and obligations that by their nature or express terms survive termination of this Grant, including without limitation records retention requirements, governing law, and remedies.

D. Severability. The parties agree if any provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected.

E. Counterparts. This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

F. Intended Beneficiaries. Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms.

G. Assignment. Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency.

H. Merger. This Grant and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant.

I. Debarred or Suspended. Grantee may not participate in this Grant in any capacity or be a recipient of Grant Funds if Grantee has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs or activities.

12. GRANT DOCUMENTS. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit B (Federal Terms and Conditions)
- Exhibit A (the "Program")
- Exhibit C (Federal Award Identification)

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The parties agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means. By inserting an electronic signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic signature should be given full force and effect to create a valid and legally binding contract.

STATE OF OREGON acting by and through its Department of Education

By: _____
Holley Oglesby, Contracting Officer

Date

[Grantee Name]

By: _____
Authorized Signature

Date

Printed Name

Title

Approved for Legal Sufficiency in accordance with ORS 291.047

By: not required (OAR 137-045-0030) _____

Date

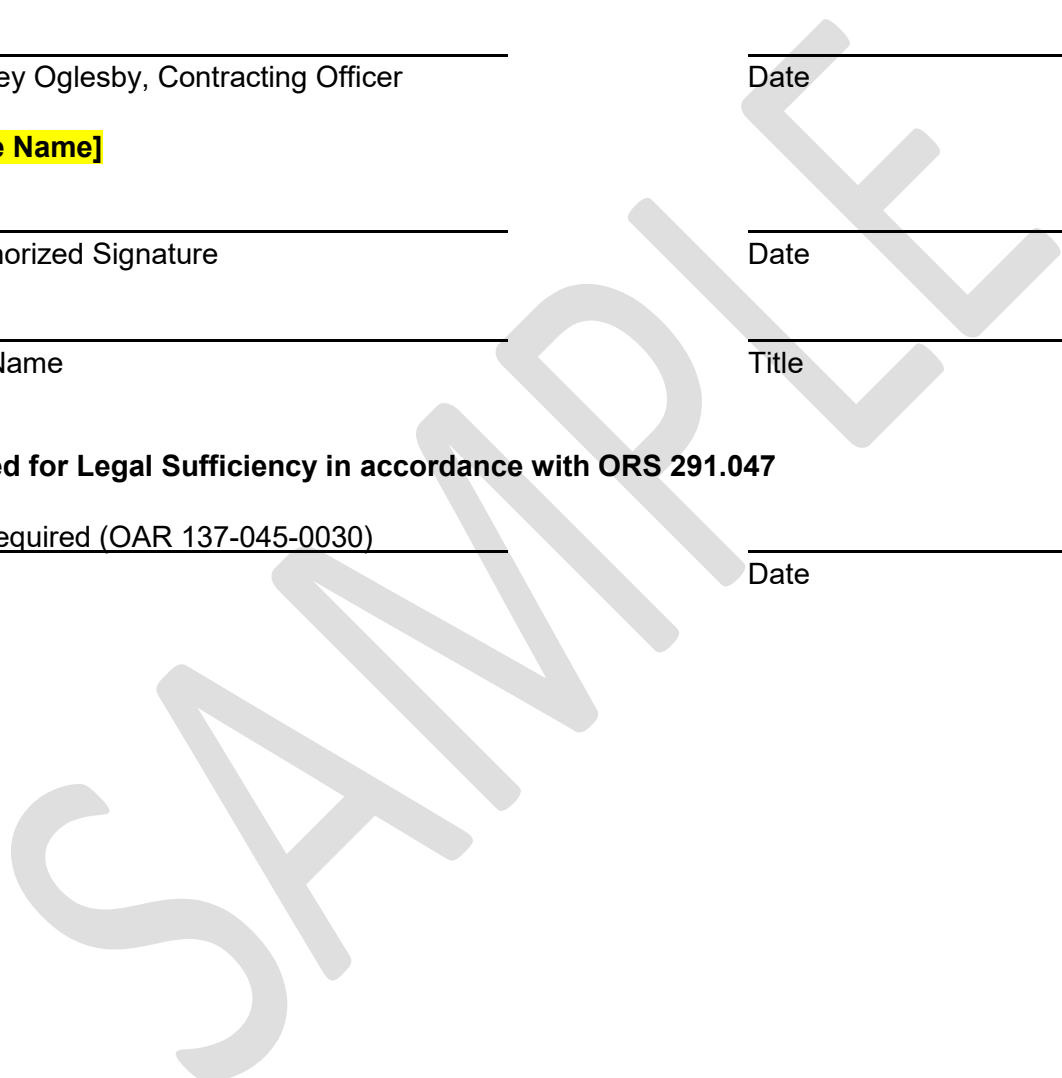


EXHIBIT A THE PROGRAM

1. Grant Funds may be used to pay for lease or mortgage costs, utilities, insurance, food, supplies, staff compensation and benefits, and other reasonable operating costs incurred during the term of the Grant.
2. Grant Funds may not be used for expenses that have been or will be reimbursed by any other source.
3. Grant Funds may not be used for the purchase or improvement of land, or for the purchase, construction, or permanent improvement of any building or facility.
4. Grant Funds will be disbursed in two equal installments after Grantee has met the following conditions:

Payment 1 - 50% of Grant funds

- Active License: After execution of the Grant
- Expired License: After execution of the Grant and completing the application process to become licensed by ELD
- License Exempt: After execution of the Grant and becoming listed and approved by the Oregon Department of Human Services (“ODHS”) to receive child care subsidy

Payment 2 - 50% of Grant funds

- Active License: When open for referrals with Find Child Care Oregon and providing care for at least one child
- Expired License: When the following conditions have been met (must be within 90 days of receiving the first payment):
- 1) Enrolled with Find Child Care Oregon
 - 2) Open for referrals with Find Child Care Oregon
 - 3) Providing care for at least one child
- License Exempt: When the following conditions have been met (must be within 90 days of receiving the first payment):
- 1) Enrolled with Find Child Care Oregon
 - 2) Open for referrals with Find Child Care Oregon
 - 3) Providing care for at least one child
 - 4) Completed the training required by ODHS

5. If Grantee’s license expires within 90 days of the Executed Date, Grantee must renew its license in order to receive Grant Funds.
6. Agency reserves the right to reduce the amount of Grant Funds if Grantee’s awarded license capacity is modified during the term of the Grant. If applicable, Agency will direct Grantee on how to return Grant Funds.
7. Grantee must immediately notify Agency of any changes to its license or ODHS license exempt status.

**EXHIBIT B
FEDERAL TERMS AND CONDITIONS**

1. FEDERAL FUNDS

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

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

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

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 93.575

2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.
- 2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.
- 2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Agency’s Child Care and Development Fund Grants federal award, Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

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

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

Department of Health and Human Services, Administration for Children and Families terms and conditions as applicable, found here:

<https://www.acf.hhs.gov/sites/default/files/documents/Mandatory%20GENERAL%20TERMS%20and%20CONDITIONS%20-%202021%20Update.pdf>.

Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded

ODE GRANT #XXXXX – *Coronavirus Response & Relief Supplemental Appropriations Act Grants (reopening)*

by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

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SAMPLE

**EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(Required by 2 CFR 200.332(a)(1))**

(i) Grantee name: <i>(must match name associated with UEI)</i>	See page 1 of the Grant
(ii) Grantee’s Unique Entity Identifier (UEI):	DUNS: N/A SAM:
(iii) Federal Award Identification Number (FAIN):	2101ORCCC5
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	2/1/2021
(v) Grant period of performance start and end dates:	See page 1 of the Grant
(vi) Grant budget period start and end dates:	See page 1 of the Grant
(vii) Amount of federal funds obligated by this Grant:	See page 1 of the Grant
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	unavailable
(ix) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	unavailable
(x) Federal award project description:	Coronavirus Response and Relief Supplemental Appropriations Act
(xi) a. Federal awarding agency:	Department of Health and Human Services, Administration for Children and Families
b. Name of pass-through entity:	Oregon Department of Education
c. Contact information for awarding official of pass-through entity:	Name: Jenny Wilfong-Cribbs Email: jenny.wilfong-cribbs@state.or.us
(xii) Assistance listings number, title, and amount:	Number: 93.575 Title: Child Care and Development Block Grant Amount: \$103,766,214.00
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	N/A
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

**The term “pass-through entity” refers to the State of Oregon, acting through its Department of Education.