

Amendment xxx to Grant #xxx

This is Amendment X to Grant #XXX, dated X/X/XXX (executed agreement date), (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Department of Early Learning and Care (“Agency”) and XXXX (“Grantee”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The purpose of this Amendment is to allocate additional slots and associated funding, as well as one-time new slot funds. In addition, where applicable, insurance requirements have been updated based on Grantee status as “Home-Based” or “All Other.”

Funds provided in the Staff Supports category must be used on strategies that promote the recruitment, retention, and compensation of qualified staff. These funds must supplement and not supplant existing funding used for similar purposes/strategies.

Where awarded, one-time new slot funds may be used on allowable uses defined in the Grant Agreement.

AMENDMENT

This Grant Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

- Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~XXXXX~~ **XXXX** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its State of Oregon General Funds and Other Funds appropriations (“Funding Source”).

- Exhibit A, Part 6 of the Grant is amended as follows:

PART 6 – Awarded Slot Amount and Grant Funds 2023-2025

2023-2025 Award Detail							
Service Area: XXXXXXXX							
Program Year	Target # of Slots	Award w/ 4.2% Inflationary Adjustment (\$14,223.30/ slot)	Staffing Supports (HB5013) (\$1,426.70/ slot)	Total Base Award (\$15,650/ slot)	Transportation (\$1,100/ slot)	One-time new slot funds (\$1,000/ slot)	Total
2023-2024	XX	\$XXX	\$XXX	\$XXX	\$ X	\$ X	\$XXX

2024-2025	<u>XX</u> *	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>\$ X</u>	<u>\$ X</u>	<u>XXX</u>
Total 2023-2025 Compensation not to exceed:							<u>XXX</u>
<p>Total Base Award per slot = ('Award w/ 4.2% Inflationary Adjustment' plus 'Staffing Supports (HB5013)') x 'Target # of slots'</p> <p>Total = 'Total Base Award' plus 'Transportation' (if applicable) plus 'One-time new slot funds' (if applicable)</p> <p><u>* Target # of slots includes additional slots awarded through reallocation, if applicable</u></p>							

3. Exhibit B is deleted in its entirety and replaced with:

INSURANCE REQUIREMENTS

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

WORKERS’ COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Grantee shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required Not required

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

AUTOMOBILE LIABILITY INSURANCE

Required Not required

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

Programs transporting 1 to 14 children

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

Programs transporting 15 or more children

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

PROFESSIONAL LIABILITY

Required Not required

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Home-Based Grantees

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and

volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$500,000 per occurrence. Any annual aggregate limit must not be less than \$1,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

All Other Grantees

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), and personal automobile liability insurance (when such coverage is required by Agency), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional

Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary

to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

- (i) Grantee’s completion and Agency’s acceptance of all Services required under the Grant, or
- (ii) Agency or Grantee termination of the Grant, or
- (iii) The expiration of all warranty periods provided under the Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

(The remainder of this page is intentionally left blank)

- 4. Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. To the extent the terms and conditions of the original Grant Agreement conflict with the Terms and Conditions of this Amendment, this Amendment controls. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

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

By: _____
Procurement Director

Date

XXXX
By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: email Assistant Attorney General Kevin Gleim

XXX _____
Date