

July 7, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Fixed Price Revenue Subagreement Amendment #1 from Oregon State University (OSU) for continued funding of Parenting Education Expansion programs to families with young children Amendment has a maximum value of \$98,035.

No County General Funds are involved.

Purpose/Outcome	Clackamas County Children, Family & Community Connections Division will fund local non-profit organizations to provide evidence-based and culturally responsive parenting education programs based on community needs and provider partnerships for families with children aged 0-6.
Dollar Amount and Fiscal Impact	Amendment for \$98,035 for a maximum award of \$167,785
Funding Source	Oregon State University subagreement amendment no. K3123B-N
Duration	Effective upon signature for costs that are planned and/or initiated between January 1, 2021 and June 30, 2022 but may continue beyond this date.
Previous Board Action/Review	Previous Board Action: 6/28/21 Board Issues date: 7/5/22
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Revenue Grant Amendment #1 has been reviewed and approved by County Counsel on 6/15/22, AN
Procurement Review	Was the item processed through Procurement? No. Revenue Grant Amendment
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10247

BACKGROUND:

The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests the approval of a Fixed Price Revenue Amendment from Oregon State University to fund awarded sub-recipient agreements to local non-profit organizations to provide evidence-based and/or culturally responsive curriculum trainings focused on parenting education for families with older children. Evidence-based parenting and family skills training significantly improve parenting skills, family relationships, reduce problem behaviors, alcohol and drug abuse, and improve social competencies and school performance.

Amendment has a value of \$98,035 for a maximum grant award of \$167,785. Grant Amendment #1 is effective upon signature by all parties for programs that are planned and/or initiated between January 1, 2021 and June 30, 2022 but may continue beyond this date.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing & Human Services

**FIXED PRICE SUBAGREEMENT NO. K3123B-N
Amendment 1**

THIS SUBAGREEMENT AMENDMENT (“Amendment”) is entered into by and between OREGON STATE UNIVERSITY, hereinafter called UNIVERSITY and COUNTY OF CLACKAMAS (Acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division) hereinafter called SUBCONTRACTOR.

NOW THEREFORE, the Subagreement between the parties dated July 7, 2021 is hereby further amended as follows:

ARTICLE 1. IS AMENDED TO READ:

ARTICLE 1. THE PERIOD OF PERFORMANCE

The period of performance under this SUBAGREEMENT shall commence on the date of last signature and terminate on **06/30/2022**. Costs incurred from 01/01/2021, are allowable expenses under this SUBAGREEMENT.

ARTICLE 2. IS AMENDED TO READ:

ARTICLE 2. SCOPE OF WORK

SUBCONTRACTOR shall provide research or services as directed by UNIVERSITY’s Principal Investigator, **Dr. Shauna Tominey**, within the scope of **Attachment 1A** (“Scope of Work”). Notwithstanding the foregoing, the Principal Investigator cannot and will not control the means and manner of SUBCONTRACTOR’s performance. SUBCONTRACTOR is responsible for determining the appropriate means and manner of performing the Scope of Work.

ARTICLE 6 IS AMENDED TO READ:

ARTICLE 6. FIXED PRICE CONSIDERATION

UNIVERSITY shall increase available funding under this SUBAGREEMENT by \$98,035 for total not to exceed **\$167,785** for the full and complete performance of the Scope of Work.

UNIVERSITY understands and expressly agrees this is a firm fixed price Agreement. SUBCONTRACTOR is under no obligation to provide UNIVERSITY with any kind of financial reporting, supporting documentation or justification of expenditures made in the performance of the Scope of Work as a condition of payment.

SUBCONTRACTOR will not request additional funds if SUBCONTRACTOR’s cost to complete the Scope of Work exceeds the SUBAGREEMENT Price, and no portion of the SUBAGREEMENT Price will be returned to UNIVERSITY upon SUBCONTRACTOR’s completion of the Scope of Work (even if SUBCONTRACTOR’s cost to complete the Scope of Work is less than expected).

ARTICLE 7. IS AMENDED TO READ:

ARTICLE 7. INVOICING AND PAYMENT

SUBCONTRACTOR shall submit one invoice for the additional funding in the amount of **\$98,035**.

Invoices must reference UNIVERSITY’S SUBAGREEMENT Number at the top of this

SUBAGREEMENT and be mailed to:

Oregon State University
Office for Sponsored Research and Award Administration
312 Kerr Administration Bldg.
Corvallis, OR 97331-2140
Email: subawards@oregonstate.edu

UNIVERSITY shall pay SUBCONTRACTOR within thirty (30) days of receipt of invoice.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF CLACKAMAS

OREGON STATE UNIVERSITY

Cindy L. Tait-
Withrow

Digitally signed by Cindy L.
Tait-Withrow
Date: 2022.06.15 09:55:43
-07'00'

06/15/2022

Name Date
Title:

Name: Cindy L. Tait-Withrow Date
Title: Grant and Contract Officer

ATTACHMENTS:

ATTACHMENT 1A: SCOPE OF WORK

EXHIBIT A: PRIME AWARD (Amendment 2)

Scope of Work

Grant: Parenting Education Expansion

Grantor: Early Learning Division (through Oregon State University)

OPEC Hubs Scope of Work: Parenting Education Programming

OPEC Hubs and grantees are organizations that have received and/or continue to receive grant funding from the Oregon Community Foundation to sustain parenting education coordination and programming across the state of Oregon. OPEC Hubs and Grantees adhere to fidelity standards for parenting education programming and programming dollars will be distributed to Hubs and Grantees to support expanded parenting education programming in their communities.

Scope of Work for the period of: July 1, 2021-June 30, 2023

The aims of this subaward are as follows:

- 1. Expand access to parenting education programming and build capacity through participation in parenting education evidence-based curriculum trainings.**

Each OPEC Hub will receive funding to expand research/evidence-based and culturally-responsive parenting education programs based on community needs and partnerships for families with children aged 0-6, with attention to priority populations from Early Childhood Education (ECE) sector plans (families with children 0-3; families with children who have special needs; families with native languages other than English; immigrant and refugee families; and others).

- **Oregon Early Learning Division subawards are focused on expanding access to parenting education and parenting supports for families with young children (ages 0-6).**
 - Allowable expenses for OPEC Hubs under this contract include:
 - coordination of parenting education efforts,
 - parenting education series for families with young children (0-6),
 - expenses associated with best practices for delivering parenting programs (e.g., child care, meals, transportation, incentives for participating families, etc.),
 - research-/evidence-based parenting workshops, parent cafés, parenting support groups, remote and in-person parent-child interaction groups, parent coaching,
 - parent advisory council expenses (e.g., stipends, child care, etc.),
 - materials associated with positive parenting practices (e.g., parenting boxes for pick-up at school meal/food bank locations),

- participation in parenting education curriculum training for parenting education professionals.

To meet the aims of this grant, Hubs must report all data in the OPEC reporting system, following existing OPEC/OSU guidelines and deadlines. Within the OPEC reporting system, "OSU-ELD Contract" must be selected as the funding source for reported efforts.

Timeline for Scope of Work

Item	Activities	Deliverables	Due dates	Amount
1	Parenting education programming	A. Develop a community-driven plan for parenting education programs and resources and submit workplan along with OPEC renewal proposal to OCF on an annual basis; B. Update work plan to reflect changes based on timing grant funds are received;	A1. 2/1/2022 B1. 6/30/2021 A2. 2/1/2023 B2. 6/30/2021	See amount listed on subaward request.
2	Parenting education programming	Report programs in the OPEC reporting system	Q3: April 15 th Q4: July 15 th And ongoing	---
3	Parenting education programming	Submit Parenting Skills Ladders and Parenting Workshop Evaluations	Q3: April 15 th Q4: July 15 th And ongoing	---

Amendment No. 2 to Intergovernmental Agreement No. 13870

This is Amendment No. 2 to Intergovernmental Agreement No. 13870, effective February 28, 2021 (as amended from time to time, the “Agreement”), between the State of Oregon, acting by and through its Department of Education (“Agency”) and Oregon State University (“University”) each a “Party” and together, the “Parties”. This Amendment is effective on July 1, 2021 (“Amendment Effective Date”) and only applies to work performed on or after the Amendment Effective Date.

The Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~striketrough~~):

1. Section 34 of the Agreement is amended as follows:

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached **Exhibit C (Federal Terms and Conditions)**, Exhibit A (the Statement of Work) and Exhibit B (Insurance).

2. Exhibit A of the Agreement is replaced with the attached, revised Exhibit A, effective as of the Amendment Effective Date.
3. A new Exhibit C, attached, is added to the Agreement effective as of the Amendment Effective Date.

Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. University certifies that the representations, warranties and certifications contained in the Agreement 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.

(The remainder of this page has been left intentionally blank. Signatures follow.)

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 Education

By: Holley Oglesby
Holley Oglesby, Senior Contracting Officer

4/21/2022
Date

Oregon State University

By: Cindy L. Tait-Withrow Digitally signed by Cindy L. Tait-Withrow
Date: 2022.04.21 16:40:21 -07'00'
Authorized Signature

04/21/2022
Date

Cindy L. Tait-Withrow
Printed Name

Grant and Contract Officer
Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Joshua Nasbe via email

4/16/2022
Date

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EXHIBIT A

STATEMENT OF WORK

SECTION I. BACKGROUND

Studies show that participation in evidence-based parenting education programs has lasting impact on both parenting skills and children’s positive development. To date, the philanthropic community has invested about \$12.7 million in both parenting education programs and the infrastructure to deliver them through community-based programs leveraging a statewide network of parenting education hubs (“Oregon Parenting Education Collaborative” or “OPEC”). Despite this investment, parenting education programs are only able to reach about 3% of the parents with children under the age of 5. There has been little state investment in parenting education programs until the establishment of Oregon’s Student Success Act. State investments are necessary to successfully intervene in early childhood care and education to work towards expansion and sustainability and create public-private partnerships to influence positive life outcomes for children and families. Investment in parenting education program expansion will focus on expanding parenting education programs and resources delivered through Oregon’s 16 OPEC hubs.

Agency has also determined a need for the design of trainings and technical assistance resources to build capacity in Early Learning Division (“ELD”) staff, early learning hub staff, early learning hub governance council members, Tribal advisory committee participants, early learning hub staff, and the parents/families who seek to be members of an early learning hub’s parent leadership council or governance council. Trainings and technical assistance resources will focus on recruitment, formation, and convening of parent leadership councils at each of Oregon’s 16 early learning hubs (distinct from OPEC hubs).

Oregon’s Needs Assessment for its federal Preschool Development Grant (“PDG”) B-5 Grant illuminated the need to further listen to and engage families. Oregon must build this capacity at the local level, where current capacity is strongest through early learning and OPEC hubs and Head Start Policy Councils, as well as build capacity at the state-level to engage families in policymaking¹.

¹The terms family/ies and parent/s are used to represent any adult caretakers who have responsibility for the well-being of a child or children. This includes, for example, biological parents, foster care providers, grandparents, aunts and uncles, siblings, or fictive kin.

SECTION II. PURPOSE

Through regional early childhood education sector planning, preferences and parenting education/support needs of priority populations were identified. This Agreement will support the ongoing establishment, expansion, and sustainability of community-based parenting education programs that deliver evidence-based, culturally, and linguistically specific parenting education programs to families. Efforts will also advance a statewide

training and technical assistance center to support parent involvement and the development of early learning parent councils, further advancing parent voice and advocacy for their child’s education pathway and to support parent participation in state-level decision-making.

In addition to expanding parenting education programs and supports through OPEC hubs, this project aims to increase the number of families’ parents/ families who represent the racial, ethnic, cultural, linguistic, and geographic diversity of their community who are engaged in the ongoing governance and leadership of Oregon’s 16 early learning hubs.

This project will assist ELD and early learning hubs with the formation and convening of a Parent Leadership Council at each hub through the design and provision of training and technical assistance opportunities for ELD staff, hub governance council members, hub staff, and the parents/ families who seek to be members of a parent council or governance council.

SECTION III. AIMS, DELIVERABLES, SCHEDULE, AND BUDGET

University must support the expansion of parenting education programs and resources to families across the state of Oregon, leveraging a foundation-funded state system of OPEC hubs. In addition, University will support the development and dissemination of resources, trainings, and technical assistance required to effectively support Parent Leadership Council efforts at the early learning hubs. These efforts will include three complementary aims, involving Oregon’s 16 parenting education hubs (OPEC) (Aims 1 and 2) as well as Oregon’s 16 early learning hubs (Aim 5):

A. Aim 1) Capacity-building to support expansion of parenting education programs to serve priority populations.

- Aim 1a: To further expand Oregon’s capacity to deliver parenting education programs to high priority populations, University must provide a minimum of 80 parenting educators with access to parenting education curricula supporting high priority families identified in the local Early Learning Hub’s Community Plan (e.g., families with children 0-3; families in poverty; families with children who have experienced disability; immigrant and refugee families; foster families). University must enroll and track participating parenting educators in the OPEC professional development system.
- Aim 1b: To further ensure equitable access to parenting education programs, University must engage with one or more consultants or culturally specific organizations to offer expanded parenting education programs and supports at the state level (to complement efforts at the local and regional level offered through OPEC hubs) that specifically provide access to parenting supports for families who may not otherwise have culturally-specific or inclusive programs that meet their needs, to include: Black, Indigenous, and additional People of Color (“BIPOC”) communities, LGBTQ+ families, and others. To achieve this aim, University must

engage with culturally-specific organizations or consultants to develop and deliver programs that will be accessible virtually statewide (e.g., Black parenting groups). University must include in its consultant contract(s) a requirement to engage the emerging Tribal early learning hub and provide feedback on the hub’s resources and training materials. Aim 1b allowable expenses include professional development for parenting education professionals related to anti-racism, equity, diversity, and inclusion to ensure high-quality delivery of programs and translation/interpretation supports.

B. Aim 2) Expansion of parenting education programming access.

- University must ensure a minimum of 2000 families across the state receive access to the equivalent of an evidence-based and/or culturally-responsive parenting education series across the biennium. In order to achieve this Aim in a cost-effective manner, and leverage OPEC’s existing infrastructure, including University’s OPEC-related strategic planning, technical assistance, professional development support, and research and evaluation services, University must distribute funds through the OPEC hubs to parenting education programs with aims to expand access to parenting education resources and supports.
- Allowable expenses associated with this aim (“Aim 2 Allowable Expenses”) may include: parenting education series, research-/evidence-based parenting workshops, parent cafés, parenting support groups, remote and in-person parent-child interaction groups, parent coaching, parent advisory council expenses (e.g., stipends, child care, etc.), materials associated with positive parenting practices (e.g., parenting boxes for pick-up at school meal/food bank locations), and expenses associated with best practices for delivering parenting programs (e.g., child care, meals, transportation, incentives for participating families, etc.), and supporting participation in parenting education curriculum training for parenting education professionals. Flexibility in terms of programming is allowable to accommodate the need for remote programming as well as to meet community needs.
- The OPEC hubs described in this Aim 2 are:
 - Building Healthy Families (counties: Baker, Wallowa, Malheur)
 - Clackamas County Children, Family, and Community Connections Division (Clackamas Parenting Together, county: Clackamas)
 - Columbia Gorge Education Service District (Four Rivers Early Learning & Parenting Hub; counties: Hood River, Wasco, Sherman, Gilliam, and Wheeler)
 - Douglas Education Service District (Take Root Parenting Connection; counties: Douglas, Klamath, Lake)
 - Family Resource Center of Central Oregon (counties: Deschutes, Crook, Jefferson)

- Harney Education Service District XVII (Frontier Hub; counties: Grant, Harney)
- Linn Benton Community College Parenting Education Department (Parenting Success Network; counties: Benton, Lincoln, Linn)
- Marion & Polk Early Learning Hub, Inc. (Marion Parenting Hub and Marion and Polk Early Learning Hub)
- Neighborhood House (county: Multnomah)
- Northwest Regional Education Service District (Northwest Parenting; counties: Clatsop, Columbia, Tillamook)
- Polk County Family & Community Outreach Department (Mid-Valley Parenting; counties: Polk, Yamhill)
- South Coast Education Service District (Pathways to Positive Parenting; counties: Coos, Curry)
- Southern Oregon Child Family and Council/ Southern Oregon Head Start (The Family Connection; counties: Jackson, Josephine)
- Umatilla Morrow Head Start, Inc. (counties: Morrow, Umatilla, Union)
- United Way of Lane County (LaneKids; county: Lane)
- Washington County Health & Human Services/ Children, Youth, & Families (Parenting Together Washington County; county: Washington)

C. Aim 5) Development of resource and training toolkits to support parent leadership council establishment at Oregon’s early learning hubs.

- University must design a training and technical assistance plan for use by ELD staff, early learning hub governance council members, Tribal advisory committee participants, early learning hub staff, OPEC hub staff and the parents/families who seek to be members of a parent council or governance council. University must conduct a basic needs assessment through listening sessions, brief interviews with each early learning hub, and a short survey to determine current practices at each early learning hub and progress toward parent leadership as well as to identify needs and opportunities for growth. From these needs, University must create and implement a resource and technical assistance plan. The resource and technical assistance plan must include guidelines and guidance for promising practices to establish and support parent leadership councils, governance councils, and ELD committees; an early learning hub self-assessment to identify needs, growth, and progress over time; a series of resources on best practices for parent leadership councils; a series of virtual workshops that will be attended live and also recorded

for future use on topics relevant to parent leadership councils (e.g., building partnerships among diverse families; leadership skill building from an anti-racist, inclusion, and equitable perspective; best practices for interpretation in groups with multiple languages; shared leadership, co-designing, and decision-making strategies; and others based on emergent needs); and others. University must develop these resources using a model that promotes sustainability. University must ensure early learning hubs have ongoing access to all resources created along with ongoing technical assistance and support provided by University's Outreach Coordinator with specialty in parent leadership. In addition to committing staff time in support of this aim, University may engage with consultants, speakers, and content development experts to meet this aim.

- University must grant access to the parent leadership council resources and training opportunities to OPEC hubs, early learning hubs, and ELD.

University must provide technical assistance and evaluation support to ensure the success of Aims 1, 2, and 5.

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Specifically, University must perform the activities and provide to Agency the deliverables as indicated below. All deliverables must be provided to Agency in a format agreeable to Agency.

Item #	Activities	Deliverables	Due Dates	Amount
7	<p>Aim 2) Expand parenting education programming to provide access for at least 2000 more families (1000, annually).</p> <p>Distribute \$3,000,000 total (in quarterly increments, over a two-year period) to OPEC hubs to provide parenting education as follows:</p> <ul style="list-style-type: none"> • Building Healthy Families: \$166,620 • Clackamas County Children, Family, and Community Connections Division: \$196,070 • Columbia Gorge ESD: \$147,503 • Douglas ESD: \$198,204 • Family Resource Center of Central Oregon: \$182,793 • Harney ESD XVII: \$153,967 • Linn Benton Community College Parenting Education Department: \$182,653 • Marion & Polk Early Learning Hub, Inc.: \$205,628 • Neighborhood House: \$312,113 • Northwest Regional ESD: \$147,195 • Polk County Family & Community Outreach Department: \$158,575 	<p>Evidence that University has expanded access to parenting education programming for at least 2000 more families. Evidence must include, but is not limited to:</p> <ul style="list-style-type: none"> • Copies of University’s contract documents with OPEC hubs. • Quarterly expenditure reports that demonstrate University paid the OPEC hubs for Aim 2 Allowable Expenses • Quarterly expansion reports indicating how many additional families gained access to parenting education programming. • A closing letter that certifies that all required, quarterly distributions have been made. <p>Note: All funds must be disbursed to OPEC hubs for Aim 2 Allowable Expenses by 6/30/2023.</p>	<p>Copies of contract documents: 45 days after receipt of Agency’s payment</p> <p>Quarterly expansion reports: 45 days after the end of each quarter; quarters end on the following dates: 9/30/21 12/31/21 3/31/22 6/30/22 9/30/22 12/31/22 3/31/23 6/30/23</p> <p>Closing letter: included in the quarterly report for the quarter ending 6/30/23</p>	<p>\$3,000,000 (Early Learning Account funds)</p>

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Item #	Activities	Deliverables	Due Dates	Amount
	<ul style="list-style-type: none"> • South Coast ESD: \$145,337 • Southern Oregon Child Family and Council/ Southern Oregon Head Start: \$191,387 • Umatilla Morrow Head Start, Inc.: \$162,443 • United Way of Lane County: \$204,231 • Washington County Health & Human Services/ Children, Youth, & Families: \$245,281 			
8	Aim 1a: Enhance statewide capacity to deliver parenting education programs to at least 80 parenting educators.	<p>Quarterly capacity reports that detail the number of parenting educators trained, including educator names, locations, type(s) of training received, and training dates. The report must include a certification indicating that the participating educators are tracked in the OPEC professional development system.</p> <ul style="list-style-type: none"> • 50% (at least 40) educators must be trained by 5/31/2022 • Remaining 50% must be trained by 5/31/2023 	<p>45 days after the end of each quarter; quarters end on the following dates: 9/30/21 12/31/21 3/31/22 6/30/22 9/30/22 12/31/22 3/31/23 6/30/23</p>	\$90,000 (Early Learning Account funds)
9	Aim 1b: Further ensure equitable access to parenting education programs statewide through engagement with a consultant(s) or culturally-specific organization.	Quarterly access reports that provide evidence University has entered into a legally binding agreement with one or more consultants or culturally-specific organizations to offer expanded parenting education	<p>45 days after the end of each quarter; quarters end on the following dates: 9/30/21 12/31/21</p>	\$250,000 (Early Learning Account funds)

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Item #	Activities	Deliverables	Due Dates	Amount
		<p>programs and supports that constitute Aim 1b allowable expenses and that meet the needs of culturally and linguistically diverse families. The quarterly access report must include a detailed description of how access to education was expanded.</p>	<p>3/31/22 6/30/22 9/30/22 12/31/22 3/31/23 6/30/23</p>	
10	<p>Aim 5: Development of Resource and Training Toolkits to support Parent Leadership Council establishment at Oregon’s Early Learning Hubs:</p> <ul style="list-style-type: none"> • Design a training and technical assistance plan for use by ELD staff, early learning hub governance council members, Tribal advisory committee participants, early learning hub staff, OPEC hub staff, and the parents/families who seek to be members of an early learning hub’s parent leadership council or governance council; • Conduct a basic needs assessment and create a resource and technical assistance development plan; and • Develop all resources, workshops, and materials included in the resource and technical assistance development plan, and distribute the completed materials to early learning hubs and ELD staff on an 	<p>Training and technical assistance plan that describes the approach and iterative development process to be used to create the training and technical assistance toolkit</p> <p>Resource and technical assistance development plan that includes the suite of resource and training toolkit materials that are included in the plan, recorded for virtual use</p>	<p>11/30/2021</p> <p>12/31/2022</p>	<p>\$278,736 (Preschool Development Grant funds)</p>

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Item #	Activities	Deliverables	Due Dates	Amount
	<p>ongoing basis.</p> <p>University may engage external consultants to assist with resource development.</p>			
11	<p>Provide technical assistance and evaluation support from staff at the Hallie Ford Center for Healthy Children. To support aims 1, 2, and 5, University must leverage and support existing project staff (Project lead, Professional Development Coordinator, Evaluation Specialist, Project Assistant, and Postdoctoral Associate) and hire an additional staff member (Outreach Coordinator with specialty in Parent Leadership Development).</p>	<p>Quarterly technical assistance reports that detail amount and type of assistance provided, support recipients names, assistance dates, and barriers to providing assistance.</p>	<p>45 days after the end of each quarter; quarters end on the following dates: 9/30/21 12/31/21 3/31/22 6/30/22 9/30/22 12/31/22 3/31/23 6/30/23</p>	<p>\$528,654 (Early Learning Account funds: \$459,870; Preschool Development Grant funds: \$68,784)</p> <p>(staff salaries: \$313,056; fringe: \$180,568; materials: \$35,030)</p> <p>Early Learning Account funds may be used for this deliverable only after the Preschool Development Grant funds are expended.</p>
	<p>Administrative costs (15% from total direct costs, exclusive of Item 7; for Item 7, 15% from the first \$25K for each OPEC hub agreement)</p>			<p>\$232,109</p>
Total, Amendment 2:				\$4,379,499

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Original Agreement: \$992,945.35
Amendment 1: \$141,262.38
Amendment 2: \$4,379,499.00
Total Not-to-Exceed Amount: \$5,513,706.73

*Quarterly reports may be combined.

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Administrative Costs. University may be compensated for administrative costs in accordance with the budget included in this Exhibit A (the “Budget”). University may not be reimbursed for administrative costs in an amount or at a rate that exceeds the amount or rate identified in the Budget. The amount, rate, and type of permissible administrative costs provided for in the Budget override any other verbal or written amount(s) or rate(s) provided by Agency, including in any notice of award provided by Agency’s Electronic Grants Management System (“EGMS”).

Budget Adjustments. University may expend funds that differ from the amounts shown for Items 8, 9, 10 and 11 in the Budget by up to and including 10% without the prior consent of Agency’s Authorized Representative. University may expend funds that differ from the amounts shown for Items 8, 9, 10 and 11 in the Budget by more than 10% with the prior written approval of Agency’s Authorized Representative. In no event may the total amount expended for all Items and activities paid for with funds under this Agreement exceed the total amount identified in the Budget. University may not expend funds that differ from the amount shown for Item 7 without an amendment to this Agreement. Administrative costs must be charged as described in this Exhibit A, regardless of any adjustments to the Budget. Any adjustments that result in an increase to the amount identified as the Total Not-to-Exceed Amount may not be done without an amendment to this Agreement.

SECTION IV. DISBURSEMENT PROVISIONS

University may submit invoices to Agency no more frequently than quarterly for deliverables provided. To be processed for payment, University’s request must include the following minimal information:

- Request date;
- Period covered by request;
- Agency’s Agreement number;
- Amount being requested; and
- A description of the activities completed and deliverables provided during the request period.

University must send invoices via email to Agency’s Authorized Representative identified in Section 4.

If the Performance Period begins prior to the date on which this Amendment is executed, any quarterly reports or other deliverables due prior to that date must be provided to Agency within 30 days of that date, if not already provided to Agency. University will not be in default for failure to perform any reporting requirements prior to the date on which the Amendment is executed.

EXHIBIT C FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1. If specified below, Agency’s payments to University under this Agreement will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then University, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors, grantees, 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:

University is a subrecipient University is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.434

2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Agreement are subject to all applicable federal regulations, including the provisions described below.

2.2. University must ensure that any further distribution or payment of the federal funds paid under this Agreement by means of any contract, subcontract, grant, or other agreement between University and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.

2.3. University must include and incorporate the provisions described below in all contracts and grants that may use, in whole or in part, the funds provided by this Agreement.

2.4. University must comply, and ensure the compliance by subcontractors or grantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. University 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 Appendix II to 2 CFR Part 200 – University is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“**Contract**” means this Agreement or any contract, subcontract, or grant funded by this Agreement.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean University or University’s contractors, subcontractors, or grantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic

rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322.

(K) Audits.

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. University must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. University also must comply with applicable restrictions on subawards ("grants") to first-tier subrecipients (first-tier "grantees"), including restrictions on subawards to entities that do not acquire and provide (to University) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award. This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html> of the HHS GPS).

The prior approval requirements in 45 CFR 75.308(d) are not waived. The grantee shall obtain all prior approvals set forth in 45 CFR 75.308.

This award is subject to requirements or limitations in any applicable Appropriations Act.

This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements.

This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS).

For full text go to <https://www.acf.hhs.gov/discretionary-post-award-requirements>

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

This award is subject to Public Law 114-95 Title IX Section 9212 (note 42 USC Section 9831).

This award is subject to the requirements as set forth in 45 CFR Part 75.