

November 30, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Revenue Subagreement from Oregon State University for parenting education programming. Agreement value is \$176,063 for 1 year. Funding is through Oregon State University. No County General Funds are involved.

Previous Board Action/Review	BCC Issues: 11/28/23		
Performance Clackamas	1. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jessica Duke	Contact Phone	971-291-8569

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department, in its role as the Parenting Hub Coordinator for the region, requests approval of a fixed price revenue agreement from Oregon State University to continue parenting education programming and parenting supports by funding competitively awarded local non-profit organizations to provide evidence-based and/or culturally responsive curriculum training focused on parenting education for families. Evidence-based parenting and family skills training significantly improve parenting skills, family relationships, reduce problem behaviors like alcohol and drug abuse, and improve social competencies and school performance.

Oregon State University receives pass-through funds from more than one funder to support parenting education. This agreement with Oregon State University is funded with pass-through funds from the State of Oregon's Early Learning and Care Division.

Since 2014, the Clackamas County Parenting Hub has provided parenting education and family support to over 48,468 participants in the County through direct provision and community mini-grants, resulting in 2,660 cumulative classes, community activities, and workshops. From July 2022 – June 2023, these funds supported over 5,000 parents and youth who made a connection to the Parenting Hub through:

- 31 series and workshops
- 113 parent and family support activities
- Interactive social media posts

For Filing Use Only

Agreement value is \$176,063 for one year for services from July 1, 2023, through June 30, 2024.

RECOMMENDATION: Staff recommend that the Board approve this agreement and authorize Tootie Smith, Chair, to sign it on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health, Housing and Human Services

FIXED PRICE SUBAGREEMENT NO. K3159B-N

THIS SUBAGREEMENT, hereinafter referred to as SUBAGREEMENT, is entered into by and between OREGON STATE UNIVERSITY, hereinafter called UNIVERSITY and CLACKAMAS COUNTY, hereinafter called SUBCONTRACTOR. This SUBAGREEMENT shall commence on the date of last signature.

Background:

UNIVERSITY has been awarded Intergovernmental Agreement 33047, hereinafter referred to as Prime Award and attached hereto as Exhibit A, from the STATE OF OREGON EARLY LEARNING AND CARE, hereinafter referred to as AGENCY; and

UNIVERSITY wishes to subcontract certain duties it has under the Prime Award and SUBCONTRACTOR is desirous and capable of performing the services; and;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree to the following conditions:

ARTICLE 1. THE PERIOD OF PERFORMANCE

The period of performance under this SUBAGREEMENT shall be from 07/01/2023 and terminate on 06/30/2024.

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 1 ("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 3. KEY PERSONNEL

It having been determined that the employee whose name appears below or persons approved by the UNIVERSITY as persons of substantially equal abilities and qualifications are necessary for the successful performance of this SUBAGREEMENT, SUBCONTRACTOR shall assign such employee or persons to the performance of this work and shall not reassign or remove him/her without the prior written consent of the UNIVERSITY.

Sophie Butler

ARTICLE 4. RELATIONSHIP OF THE PARTIES

SUBCONTRACTOR agrees that in all matters relating to this SUBAGREEMENT, it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this SUBAGREEMENT. SUBCONTRACTOR shall have no right, power or authority to create any obligation, expressed or implied, on behalf of UNIVERSITY and/or the funding agency and shall have no authority to represent UNIVERSITY as an agent.

ARTICLE 5. ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS

This SUBAGREEMENT is subject to the terms and conditions of the Prime Award. "Allowable Costs" under this SUBAGREEMENT means expenditures that UNIVERSITY has determined to comply with the terms of this SUBAGREEMENT which includes, without limitation, the following:

- (a) the terms and conditions of the Prime Award;

(b) the cost principles and the administrative requirements of: the applicable OMB Circulars, or the Uniform Guidance, or the Federal Acquisition Regulations (FAR) Subpart 31.3 (48 CFR 31), as applicable.

In the event of an inconsistency or conflict between or among the provisions of this SUBAGREEMENT and the terms and conditions of the Prime Award, the Prime Award shall control and then followed by this SUBAGREEMENT. SUBCONTRACTOR shall comply with the terms of the Prime Award to the extent the terms are applicable to SUBCONTRACTOR.

ARTICLE 6. FIXED PRICE CONSIDERATION

UNIVERSITY shall pay under this SUBAGREEMENT **\$176,063** in one fixed price payment 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. INVOICING AND PAYMENT

SUBCONTRACTOR shall submit one invoice for the total contract value.

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.

ARTICLE 8. EQUIPMENT

If equipment is purchased under this SUBAGREEMENT, title to equipment shall be as set out in the Prime Award.

ARTICLE 9. CLOSEOUT

Closeout requirements:

- a. Report of any equipment purchased is to be submitted within 60 days after the period of performance end date.
- b. A copy of the Invention Disclosure (if applicable) is to be submitted within 60 days after the period of performance end date.
- c. Completion and certification of "Subaward Closeout Requirements" (Attachment 2) document is to be submitted within 60 days after the period of performance end date.

ARTICLE 10. RESERVED

ARTICLE 11. INTELLECTUAL PROPERTY

All rights, title and interests to all inventions, copyrightable materials, computer software, semiconductor maskworks, tangible research property and trademarks ("Intellectual Property") conceived, invented, authorized, or reduced to practice by SUBCONTRACTOR which are developed under this SUBAGREEMENT in the course of or pursuant to Scope of Work shall vest in AGENCY. SUBCONTRACTOR is subject to the terms of SECTION 9: OWNERSHIP OF WORK PRODUCT in the Prime Award. References to "University Intellectual Property" and "University" are replaced with "Subcontractor Intellectual Property" and "Subcontractor" in the Prime Award.

ARTICLE 12. TERMINATION

UNIVERSITY may immediately terminate this SUBAGREEMENT if the Agency terminates the Prime Award for any reason. The conditions of the termination of this SUBAGREEMENT must be consistent with the conditions imposed upon UNIVERSITY by the Agency.

Either Party may terminate this SUBAGREEMENT without cause, upon thirty (30) days notice. This termination must be in writing and delivered by certified mail or in person. Any such termination of this SUBAGREEMENT shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Upon early termination of this SUBAGREEMENT by UNIVERSITY, UNIVERSITY shall pay all costs accrued by SUBCONTRACTOR as of the date of termination, including, without limitation, non-cancelable obligations for the Term (which shall include all appointments of staff incurred prior to the effective date of the termination). SUBCONTRACTOR shall exert its best efforts to limit or terminate any outstanding financial commitments for which UNIVERSITY is to be liable. SUBCONTRACTOR shall furnish, within ninety (90) days of the effective termination date, a final report of all costs incurred and all funds received, and shall reimburse UNIVERSITY for payments that may have been advanced in excess of SUBCONTRACTOR's total costs incurred.

ARTICLE 13. ASSURANCES AND CERTIFICATIONS

Acceptance of this SUBAGREEMENT constitutes certification that SUBCONTRACTOR is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

SUBCONTRACTOR agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to this SUBAGREEMENT.

ARTICLE 14. ACCESS TO RECORDS, COMPLIANCE

SUBCONTRACTOR shall maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this SUBAGREEMENT. Oregon State University, the Secretary of State of the State of Oregon, the Agency, and their fully authorized representatives shall have access to the books, documents, papers and records of SUBCONTRACTOR which are directly pertinent to the SUBAGREEMENT for the purpose of making audit, examination, excerpts and transcripts.

SUBCONTRACTOR shall maintain such books and records for three years from the date of SUBAGREEMENT expiration unless a shorter period is authorized in writing or until the audit findings involving the records have been resolved.

SUBCONTRACTOR is responsible for any audit discrepancies involving deviation from the terms of this

SUBAGREEMENT, audit disallowances and for any commitments or expenditures in excess of amounts authorized by UNIVERSITY.

ARTICLE 15. NOTICE

Except as otherwise expressly provided in this SUBAGREEMENT, any communications between the parties hereto or notices to be given hereunder shall be given in writing by email, or personal delivery, or mailing the same, postage prepaid, to SUBCONTRACTOR or the UNIVERSITY at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Article.

If to SUBCONTRACTOR:

Stephanie Radford
Clackamas County
112 11th Street
Oregon City, OR 97045
(503) 650-5695 (Phone)
sradford@clackamas.us

If to UNIVERSITY:

Jennifer Creighton, Associate Vice President for Research Administration & Development
Office for Sponsored Research and Award Administration
Oregon State University
312 Kerr Administration Building
Corvallis, OR 97331-2140
541-737-4933 (phone)
Subawards@oregonstate.edu

ARTICLE 16. DELIVERABLES; DISCLAIMER

SUBCONTRACTOR will make best efforts to ensure that all deliverables provided under this SUBAGREEMENT are provided substantially in accordance with the Scope of Work. RESEARCH RESULTS, DELIVERABLES, REPORTS, IP DISCLOSURES AND IP PROVIDED BY SUBCONTRACTOR ARE PROVIDED STRICTLY "**AS IS, WHERE IS**" WITHOUT ANY WARRANTY OR GUARANTY OF ANY KIND. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBCONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (REGARDLESS OF WHETHER OR NOT SUBCONTRACTOR KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES).

ARTICLE 17. FORCE MAJEURE

Neither Party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases SUBCONTRACTOR shall notify UNIVERSITY promptly in writing of any cause for delay and UNIVERSITY concurs that the delay was beyond the control and without the fault or negligence of the SUBCONTRACTOR. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the SUBCONTRACTOR's finances shall not be a Force Majeure event.

THIS SUBAGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS SUBAGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS SUBAGREEMENT. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS SUBAGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

CLACKAMAS COUNTY

OREGON STATE UNIVERSITY


Name Date
Title: Board Chair

Name: Aedra McCarthy Date
Title: Grant and Contract Officer

93-6002286
FEIN: _____
UEI: NVWKAVB8JND6

ATTACHMENTS:
ATTACHMENT 1: SCOPE OF WORK
ATTACHMENT 2: SUBAWARD CLOSEOUT REQUIREMENTS
EXHIBIT A: PRIME AWARD

Approved to Form

BY: 

County Counsel

Dated: 11/08/2023

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, 2023-June 30, 2025

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). Programs can be offered through direct service and/or mini-grants or contracts with partner agencies and consultants (e.g., parenting education professionals).

- **Oregon Early Learning Division subawards are focused on expanding access to parenting education and parenting supports for families with young children (ages 0-6).**
 - o 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 and/or culturally-responsive/culturally-specific parenting workshops, parent cafes, 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 as well as related skill-building trainings (e.g., facilitation skills; parent and family leadership; diversity, equity, inclusion, and anti-racism).

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	

Oregon Parenting Education Hub Budget (Parenting Education Expansion)

	Year1	Year2	Total
Parenting Education Programming			
Parenting education programming funds	\$176,063	\$98,035	\$274,098

		Total	\$274,098
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Budget Narrative (July 1, 2023-June 30, 2025)

Grant: Parenting Education Expansion

Grantor: Early Learning Division (through Oregon State University)

OPEC Hub: Clackamas County (Clackamas Parenting Together)

Subaward Hub PI: Sophia Butler

OPEC Hubs 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.

Parenting Education Programming.

OPEC Hub will receive \$274,098 total (\$176,063 in Year 1 and \$98,035 in Year 2) 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). Programs can be offered through direct service and/or mini-grants or contracts with partner agencies and consultants (e.g., parenting education professionals). Programs must be planned and/or initiated prior to June 30, 2025, but may continue beyond this date. Funds may be used to support facilitation of research- and evidence-based and/or culturally-responsive series (approved by the OPEC team at OSU), workshops, parent cafes, parenting support groups, remote and in-person parent-child interaction groups, supplemental parenting coaching, materials for parenting educator and families, interpretation/translation (including for ASL), coordination for parenting education efforts, best practices for parenting education facilitation (e.g., child care, providing snacks/meals, and transportation), parenting resources (e.g., parenting activity kits/boxes; children's books for families), marketing, evaluation, and data collection, parent advisory council expenses (e.g., stipends, child care, etc.), participation in parenting education curriculum and facilitation trainings 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.



**Oregon State
University**

Office for Sponsored Research and Award Administration
Oregon State University
312 Kerr Administration Building
Corvallis, Oregon 97331-2140
Telephone: 541-737-4933 Fax: 541-737-3093
Email: Subawards@oregonstate.edu

SUBAWARD CLOSEOUT REQUIREMENTS

Subaward No. K3159B-N

Subrecipient: CLACKAMAS COUNTY

Please check all that apply.

- Final invoice has been mailed/emailed.
- Required Cost Share has been met and reported.
- There are no patents or inventions to report.
- Patents and/or inventions are pending. Please see attached documentation.
- Technical Report completed and mailed on this date. _____

Equipment purchased:

- Yes (Complete attached)
- No

I hereby certify the above information is correct and in accordance with the terms of the subcontract.

Subrecipient

Date

Please return to: Office for Sponsored Research and Award Administration



**Oregon State
University**

Office for Sponsored Research and Award Administration
Oregon State University
312 Kerr Administration Building
Corvallis, Oregon 97331-2140
Telephone: 541-737-4933 Fax: 541-737-3093
Email: Subawards@oregonstate.edu

SUBAWARD EQUIPMENT CLOSEOUT

Subaward No. K3159B-N

Subrecipient: CLACKAMAS COUNTY

Description of Equipment:

Date of Purchase:

Manufacturer:

Model Number:

Serial Number:

Condition of Equipment:

Location of Equipment:

Value of Equipment:

Disposition: If allowable, do you wish to keep Equipment:

- Yes
- No

Please return to: Office for Sponsored Research and Award Administration

INTERGOVERNMENTAL AGREEMENT

Agreement No. 33047

This Agreement is between the State of Oregon acting by and through its Department of Early Learning and Care (“Agency”) and Oregon State University (“University”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and 417.790.

SECTION 2: PURPOSE

The purpose of this Agreement is to support the ongoing, establishment, expansion and sustainability of community-based parenting education programs that deliver evidence-based, culturally, linguistically specific parenting education programs to families, and establish a statewide training technical assistance center to support parent involvement and development of Early Learning Parent Councils.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2023, or the date of the last signature, whichever occurs last) (“Effective Date”), and terminates on June 30, 2025, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Cassandra Ferder
700 Summer St. NE #350, Salem, OR 97301
503-798-2529
Cassandra.l.ferder@delc.oregon.gov

4.2 University’s Authorized Representative is:

Jennifer Creighton
Associate Vice President for Research Administration, Finance and Operations
Office for Sponsored Research and Award Administration
312 Kerr Administration Bldg.
Corvallis, OR 97331
541-737-4933

sponsored.programs@oregonstate.edu

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 University shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay University as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Agency shall pay University the amounts set forth in Exhibit A for specified deliverables.

Payment will be made after Agency's acceptance of the specified deliverables and submission of University's satisfactory invoice(s).

SECTION 7: REPRESENTATIONS AND WARRANTIES

University represents and warrants to Agency that:

7.1 University is a public university duly organized and validly existing. University has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by University of this Agreement (a) have been duly authorized by University, (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 University'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 University is party or by which University may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by University of this Agreement, other than those that have already been obtained;

7.3 This Agreement has been duly executed and delivered by University and constitutes a legal, valid and binding obligation of University enforceable in accordance with its terms;

7.4 University has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and University will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 7.5 University shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by University.

SECTION 8: 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 Agency or any other agency or department of the State of Oregon, or both, and University that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of 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, to or from any Claim or from the jurisdiction of any court. UNIVERSITY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 "**University Intellectual Property**" means any intellectual property owned by University and developed independently from the work under this Agreement.
 - 9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than University or Agency.
 - 9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that University is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2 All Work Product created by University under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and University agree that any Work Product that is an original work of authorship created by University under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by University under this Agreement is not "work made for hire," University hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original

Work Product created by University under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, University shall execute such further documents and instruments necessary to fully vest such rights in Agency. University forever waives any and all rights relating to Work Product created by University under this Agreement, 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.

If the Work Product created by University under this Agreement is a derivative work based on University Intellectual Property, or is a compilation that includes University Intellectual Property, University hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the University Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.

If the Work Product created by University under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, University shall secure on Agency’s behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.

- 9.3 If Work Product is University Intellectual Property, University hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the University Intellectual Property, and to authorize others to do the same on Agency’s behalf.
- 9.4 If Work Product is Third Party Intellectual Property, University shall secure on Agency’s behalf and in the name of Agency 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 to authorize others to do the same on Agency’s behalf.
- 9.5 If state or federal law requires that Agency or University grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then University shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1 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 (a “Third Party Claim”) and that relates to or arises out of this Agreement, against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 10 with respect to the Third Party Claim.

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

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

SECTION 11: UNIVERSITY DEFAULT

University will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1 University fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2 Any representation, warranty or statement made by University in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by University is untrue in any material respect when made;
- 11.3 University (a) 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, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) 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 (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4 A proceeding or case is commenced, without the application or consent of University, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of University, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of University or of all or any substantial part of its assets, or (c) similar relief in respect to University 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 University is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1 In the event University is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that University has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring University to perform, at University's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive

relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 13.2** In the event Agency is in default under Section 12 and whether or not University elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, University’s sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against University, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against University. In no event will Agency be liable to University for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to University exceed the amount due to University under this Section 13.2, University shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to University under this Agreement, or any other agreement between Agency and University, exceed the amount to which University is entitled, Agency may, after notifying University in writing, withhold from payments due University under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

- 16.2.1 Upon 30 days advance written notice to University;
 - 16.2.2 Immediately upon written notice to University, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3 Immediately upon written notice to University, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4 Immediately upon written notice to University, if University is in default under this Agreement and such default remains uncured 15 days after written notice thereof to University; or
 - 16.2.5 As otherwise expressly provided in this Agreement.
- 16.3 University may terminate this Agreement as follows:
- 16.3.1 Immediately upon written notice to Agency, if University fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in University’s reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that University’s performance under this Agreement is prohibited or University is prohibited from paying for such performance from the planned funding source;
 - 16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 16.3.4 As otherwise expressly provided in this Agreement.
- 16.4 Upon receiving a notice of termination of this Agreement, University will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, University will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency’s reasonable request, University will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by University under this Agreement.

SECTION 17: INSURANCE

University shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

- 24.1** In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws.
- 24.2** University shall comply with ORS 652.220 and shall not unlawfully discriminate against any of University’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. University’s compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles Agency to terminate this Agreement for cause.

University may not prohibit any of University’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. University may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person

- 24.3 Section 508 Compliance.** University, in its delivery of the work set forth in Exhibit A under this Agreement (the “Deliverables”), shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), including as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and deliver Deliverables that provide individuals with disabilities access to and use of information and data embodied in the Deliverables that is comparable to the access provided to individuals without disabilities.

24.3.1 Mandatory Standard. Deliverables that must be delivered in compliance with Section 508 include all electronic and multimedia content to be available on Agency public websites, generated by Agency web applications, web applications provided to Agency by University (“Content”). University shall design and format Content to meet at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

24.3.2 The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0.

- 24.3.3 The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated.
- 24.3.4 The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>.
- 24.3.5 Content to be posted on the web must adhere to: <https://www.webaccessibility.com/>
- 24.3.6 PDF files must comply with: <http://webaim.org/techniques/acrobat/>.
- 24.3.7 Word files must comply with: <http://webaim.org/techniques/word/>.
- 24.3.8 PPT files must comply with: <http://webaim.org/techniques/powerpoint/>.
- 24.3.9 Excel files must comply with: <https://webaim.org/techniques/excel/>
- 24.4 Content Delivered by University.** University shall design and deliver Content that meets the Mandatory Standard.
 - 24.4.1 Acceptance criteria for Content includes the Content meeting the Mandatory Standard.
 - 24.4.2 University shall test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. University represents and warrants that following Agency acceptance of the Content, the Content will meet the Mandatory Standard.
- 24.5 Agency Content Review.** Acceptance review of Content will include Agency testing the submitted Deliverable to validate the Content meets the Mandatory Standard.
 - 24.5.1 Agency will complete a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>).
 - 24.5.2 If Agency determines that submitted Content does not meet the Mandatory Standard, University shall revise the Content to meet the Mandatory Standard without additional payment for such revision by Agency.
 - 24.5.3 If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to University to remove the Content. University shall remove Content identified in any such notice within three (3) calendar days and take other corrective action specified in the notice.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that University is not an officer, employee, or agent of the State of Oregon as those

terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and University are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to University after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

University may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by University to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to University's assignment or transfer of its interest in this Agreement will not relieve University of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

University shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of University under this Agreement. Agency's consent to any subcontract will not relieve University of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in University's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, 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 Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

University shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, University shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of University, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document University's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of University, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." University acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. University shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following 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. Subject to foregoing minimum records retention requirement, University shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: AGREEMENT DOCUMENTS

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

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

SECTION 35: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Agreement 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 Agreement, 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 Agreement as of the dates set forth below.

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

Lori Nordlien 7/13/2023
Lori Nordlien, Director of Procurement Date

Oregon State University
Cindy L. Tait-Withrow Digitally signed by Cindy L. Tait-Withrow
Date: 2023.06.29 08:12:51 -0700' June 29, 2023
Authorized Signature Date

Cindy L. Tait-Withrow Sr. Grant and Contract Officer
Printed Name Title

61-1730890
Federal Tax ID #

Approved for Legal Sufficiency in accordance with ORS 291.047

Approved via e-mail 5/17/23
Kevin Gleim, Assistant Attorney General Date

EXHIBIT A

STATEMENT OF WORK

SECTION I. BACKGROUND

Studies show that participation in evidence-based parenting education programs has lasting positive impact on both parenting skills and children’s developmental outcomes. To date, the philanthropic community has invested approximately \$14 million in parenting education programs and the infrastructure to deliver them through community-based programs. With this investment, parenting education programs grew to support a statewide system of parenting Hubs that were able to reach about 3% of parents with children under the age of 5. Given this system of support, further state fiscal investment provides a critical opportunity to expand parenting programs and build a public-private partnership toward supporting positive life outcomes for children and families.

SECTION II. GENERAL DEFINITIONS AND ACRONYMS

DELC: Department of Early Learning and Care

Early Learning Hubs: Cross-sector partners working together to create local systems that are aligned, coordinated, and family-centered. Families receive the support they need to become healthy, stable and attached and their children receive the early learning experiences they need to thrive.

ECE: Early Childhood Education

OPEC: Oregon Parenting Education Collaborative

OPEC Hubs: Hubs partnering with OPEC that support regional parenting education infrastructure, partnership, and programs. OPEC Hubs are identified through an annual renewal process hosted by the Oregon Community Foundation in partnership with Oregon State University.

OSU: Oregon State University

SECTION III. PURPOSE

Through regional Early Childhood Sector Analysis, formerly referred to as “ECE Sector planning”, preferences and needs of priority populations were identified. This initiative 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 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.

SECTION IV. AIMS, DELIVERABLES, SCHEDULE, AND BUDGET

Oregon State University shall support expansion of parenting education programs and resources to families across the state of Oregon, leveraging a foundation-funded state system of Oregon Parenting Education Collaborative Hubs (OPEC Hubs). These efforts will include two complementary goals:

A. Aim 1) Expansion of parenting education programming access.

- Aim 1a: The University shall amend existing contracts or enter into new contracts between the University and the 16 Oregon-based OPEC Hubs to distribute funds specific to parenting education programs with aims to expand access of parenting education resources and supports. Through this aim, the University must ensure a minimum of 3,000 families across the state receive access to the equivalent of an evidence-based/culturally-responsive parenting education series. Allowable expenses associated with parenting education programming funds include: parenting education series, research-/evidence-based parenting workshops, parent cafés, parenting support groups, remote parent-child interaction groups, parent coaching, parent advisory councils, and materials associated with positive parenting practices (e.g., parenting boxes for pick-up at school meal/food bank locations). Funds may also be spent to support participation in evidence-based and culturally responsive parenting education curricula (but only up to \$10,000 across the biennium).

B. Aim 2) Capacity-building, technical assistance, and evaluation support to ensure the success of Aim 1 will be provided by faculty and staff at Oregon State University.

- Aim 2a: The University must ensure that a minimum of 250 parenting educators across the state from OPEC Hubs and partner organizations are provided access to ongoing parenting education curricula and facilitation support to ensure high-quality work in supporting priority families (e.g., families with children 0-6) through OPEC Training Academy workshops and Connect & Learn learning communities. Participating parenting educators shall be enrolled in the OPEC professional development system, have access to monthly trainings, learning communities, and an annual conference, and be tracked by faculty and staff at the University. Consultants may be engaged in supporting this work as well as costs for associated materials and supplies. Other costs may include associated expenses related to consultants, materials, and supplies.
- Aim 2b: Faculty and staff at the University shall provide technical assistance and evaluation support to ensure the success of Aims 1 and 2. The University shall engage the equivalent of two full-time FTE (with preference for bilingual/bicultural individuals) to support best practices for curriculum trainings, facilitation of parenting education programs (e.g., facilitation of communities of practice for parenting educators, adaptation of parenting education curricula for remote delivery, trauma-informed and culturally-responsive programming) and to offer technical assistance in the form of remote professional development trainings as well as small group and one-on-one consultation to OPEC and Early Learning Hubs and partners to make adaptations given

current context.

The OPEC Hubs described in this Aim 2 are:

- Building Healthy Families
- Clackamas County Children, Family, and Community Connections Division (Clackamas Parenting Together)
- Columbia Gorge Education Service District (Four Rivers Early Learning & Parenting Hub)
- Douglas Education Service District (Take Root Parenting Connection)
- Family Resource Center of Central Oregon
- Harney Education Service District XVII (Frontier Hub)
- Linn Benton Community College Parenting Education Department (Parenting Success Network)
- Marion & Polk Early Learning Hub, Inc.
- Neighborhood House (Multnomah)
- Northwest Regional Education Service District (Northwest Parenting)
- Polk County Family & Community Outreach Department (Mid-Valley Parenting)
- South Coast Education Service District (Pathways to Positive Parenting)
- Southern Oregon Child Family and Council/ Southern Oregon Head Start (The Family Connection)
- Umatilla Morrow Head Start, Inc.
- United Way of Lane County (LaneKids)
- Washington County Health & Human Services/ Children, Youth, & Families (Parenting Together Washington County)

OPEC Hubs are established through an annual renewal process with the Oregon Community Foundation and Oregon State University through which Hubs re-apply to serve as their region's Hub. Through this process, Hubs submit a grant proposal with detailed budget and workplan as well as participate in a review and site visit. In the absence of a Hub in a particular region (or if a Hub is unable to perform its duties), funds dedicated to support families in that region shall be disbursed by the University through one or more of the following avenues: neighboring Hubs that have the infrastructure to support mini-grants to the Hub's region; contractors and consultants who are able to deliver parenting programs to the Hub region (as determined by the University in partnership with community advisory); and/or the internal team at the University to support staffing efforts specific to expanding programming to the Hub's region as well as in support of parenting education/professional development efforts that will benefit the state as well as the Hub region.

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.

Activities	Deliverables	Due Dates	Amount
<p>Aim 1a) Expand parenting education programming to serve priority populations of families with young children identified by 2022 Early Childhood System Analysis and in partnership with Early Learning Hubs.</p>	<p>Evidence that the University has continued sub-awards through the existing agreements between the University and the 16 Oregon-based OPEC Hubs and included programming funds specific to meeting parenting education and support needs across the state as well as funds to support participation in parenting education curriculum trainings (approx. an average of \$181,250 per Hub across the biennium). Evidence that the University has provided a minimum of 375 families per quarter or 1,500 families annually (totaling 3,000 across the biennium) with access to the equivalent of an evidence-based, culturally-responsive, and/or culturally-specific parenting education series of classes.</p>	<p>7/2023-6/2025</p> <p>12.8% of programming delivered per quarter (completed: 9/2021; 12/2021; 3/2022; 6/2022; 9/2022; 12/2022; 3/2023; 6/2023)</p>	<p>\$2,900,000</p>
<p>Aim 2a) Capacity-building for parenting educators.</p>	<p>Evidence that a minimum of 250 parenting educators across the state from OPEC Hubs and partner organizations have been provided access to ongoing parenting education curricula and facilitation support to ensure high-quality work in supporting priority families (e.g., families with children 0-6) through OPEC Training Academy workshops and Connect & Learn learning communities.</p>	<p>7/2023-6/2025</p>	<p>\$100,500</p>
<p>Aim 2b) Capacity-building, technical assistance, and evaluation support to ensure the success of Aim 1 will be provided by faculty and staff at Oregon State University.</p>	<p>Evidence that faculty and staff at the University have dedicated effort to ensuring success of this private-public-university partnership by offering ongoing technical assistance, professional development, and evaluation support to OPEC Hubs. Such support includes ongoing technical assistance to OPEC, evaluation support, as well as ongoing support for parenting education curricula, facilitation skills, and parent leadership councils.</p> <p>Evidence that the University has two full-time staff (with a preference for bilingual/bicultural individuals) engaged to provide this support.</p> <p>Evidence that faculty and staff at the University have dedicated effort to ensuring success of this private-public-university partnership by offering ongoing technical assistance, professional development, and evaluation support to Early Learning Hubs, related to parent leadership and parent</p>	<p>7/2023-6/2025</p>	<p>\$803,664</p>

	<p>education, with a primary focus on creation, development, and retention of regional parent leadership councils and authentic engagement with parents in systems change work. Support for these efforts shall include ongoing technical assistance to EL Hubs, evaluation support, creation and delivery of parenting leadership curricula targeted for EL Hubs staff, Hub governance members, and parent leadership councils.</p> <p>Evidence that the full-time OPEC staff (including bilingual/bicultural Spanish-speakers) listed above have been engaged to support best practices for family engagement; adaptation of meetings and presentations for remote delivery; trauma-informed and culturally-responsive programming. Evidence that the University has offered technical assistance in the form of remote professional development trainings as well as small group and one-on-one consultation to Early Learning Hubs, OPEC Hubs, and partners to engage families in authentic partnership. Technical assistance includes 1:1 meetings and coaching, small group work, and trainings for members of Hub Governance Councils that is differentiated to meet the varying regional priorities, interests, and skill levels of EL Hub staff, OPEC Hub staff, and governance members.</p> <p>Provide a DRAFT Family leadership technical assistance plan for Early Learning Hubs by 10/1/2023</p> <p>Provide draft of Annual Equity Plan by 10/1/2023 (refer to Exhibit C)</p> <p>Make available online the family leadership/engagement toolkit for EL Hub Parent leadership councils by 1/1/2024</p>		
<p>Indirect administrative costs</p>	<p>Oregon State University’s indirect rates for contracting with state agencies is 15% for funds supporting OSU’s direct work (faculty, staff, consultants, and materials); $[\\$100,500+803,664] \cdot .15 = \\$135,624.6$ and from the first \$25K for each OPEC Hub subcontract (16 Hubs $\cdot \\$25K \cdot .15 = \\$60K$).</p>	<p>7/2021-6/2023</p>	<p>\$195,625</p>
Total			\$3,999,789.00

Administrative Costs. University may be reimbursed for administrative costs, including indirect costs, in an amount that does not exceed the amount identified in the budget included in this Exhibit A (the “Budget”). The amount of permissible administrative costs, including indirect costs, provided for in the Budget override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Grants Management System.

Budget Adjustments. University may expend funds that differ from the amounts shown for Aims 2(a) and 2(b) 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 Aims 2(a) and 2(b) 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 Aims 2(a) and 2(b) paid for with funds under this Agreement exceed the total amount identified for those Aims in the Budget. University may not expend funds that differ from the amount shown for Aim 1(a) without an amendment to this Agreement. Administrative costs must be charged as described in this Exhibit A, if applicable, 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.

Federal Child Health Improvement Plan (CHIP) match. University is participating in a federal Child Health Improvement Plan match program, which requires a match of state dollars to receive federal funds focused on parenting education programming and family leadership expansion. The funds disbursed through this Agreement may be used by University to serve as the required match of state dollars. Upon receipt of funds from Agency, funds may be transferred to the Oregon Health Authority for a limited duration of time required to receive federal matching dollars through the CHIP program. Once the federal match is received, funds from this Agreement will then be returned to the same account at University and used only for the purposes outlined in this Agreement.

SECTION V. 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.

EXHIBIT B

INSURANCE

Grantee is self-insured under ORS Chapter 352, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers' compensation insurance for its employees in conformance with ORS 656.017.

EXHIBIT C

EQUITY OBJECTIVES AND RESULTS EXPECTATIONS

The Department of Early Learning and Care’s (DELIC) work is in service to children, families, staff, and communities to support all of Oregon’s young children and families to learn and thrive. DELIC recognizes that families and children must have access to family-centered resources and supports to address their unique needs.

DELIC applies an asset-based mindset and strength-based approach to operationalize equity. An *asset-based mindset* focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance grantees’ services. A *strengths-based approach* uses policies, practice methods and strategies to identify and draw upon the strengths of children, families, and communities to develop and enhance grantees’ services.

DELIC supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It requires knowledge and capacity at distinct levels of intervention: structural, organizational, interpersonal, and individual.

Program Expectations and Commitment to Children and Families

To the extent permitted by law, Grantee’s staff shall:

- a) Work to build a climate that promotes acceptance, inclusion, and respect of all individuals;
- b) Understand the communities they serve, in a non-static manner, including the communities’ culture, values, norms, history, customs, and particular types of discrimination, marginalization, and exclusion they face in this country. Grantee’s staff shall apply that knowledge to services it provides under this Grant in a responsive, non-limiting, and non-stereotyping manner;
- c) Whenever possible, interact with children and families according to their preferred language and cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs; and
- d) 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 children and families.

To the extent permitted by law, Grantee’s leadership shall:

- a) Ensure that applicants and employees are not subjected to unlawful discrimination in hiring, compensation, or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and
- b) Ensure that any subcontract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

Agency Expectations and Commitment to Grantees

DELC has identified four priority areas this biennium to partner with grantees in achieving equitable results: collaboration and cocreation with working partners, communities and families, supporting partners’ and families’ involvement in strategic planning, improving workplace workforce equity. Each of these four areas is described in more detail in the table below. **Grantee shall collaborate with DELC to submit an Equity Plan annually that supports equity objective(s) and addresses how Grantee is achieving equitable results within the four Equitable Results Areas described below. Annual Equity Plan is due 10/1/2023.** Some objectives and equitable results described below may not apply to Grantee. The Equity Plan will identify, track, and report the activities and metrics, including areas of disparate impact on communities. Grantee may request an Equity Plan template from the Agency for guidance.

Equitable Results Area	Description
Working Partners and Community Collaborators Engagement	<ul style="list-style-type: none"> – Grantee collaborates and cocreates with working partners and community collaborators. – Grantee engages with working partners and community collaborators, including families, administrators, teachers, and Department of Early Learning and Care (DELC), to discuss the issues and obtain insights.
Working Partners and Community Collaborators Empowerment	<ul style="list-style-type: none"> – Grantee supports working partners and community collaborators. – Grantee provides opportunities for staff, families, and communities to be involved in training, strategic planning and support their involvement.

Workforce Equity	<ul style="list-style-type: none">– Grantee improves workforce equity.– Grantee progressively ensures that the identities of staff reflect the changing population of children and families served by the organizations in their geographical areas.
Workplace Equity	<ul style="list-style-type: none">– Grantee improves workplace equity.– Grantee builds/improves an environment that promotes acceptance, inclusion and respect of all individuals.