

April 28, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Fixed Price Grant Agreement from Oregon State University to provide Parenting Education and Parenting Professional Development. Grant award is \$58,770.
No County General Funds are involved.

Purpose/Outcome	Oregon State University (OSU) is providing continued funding to Clackamas County Children, Family & Community Connections Division, as the local Parenting Education Hub, to provide evidence-based parenting education coordination and programming. Evidence-based parenting classes and support groups increase positive parent-child relationships, reduce parental stress and isolation and increase academic success. <ul style="list-style-type: none"> • Expand access to parenting education programming • Build capacity through participation in parenting education evidence-based curriculum trainings • Parenting Education Professional Development
Dollar Amount and Fiscal Impact	Grant Award has a maximum value of \$58,770 for the period of July 1, 2021-June 30, 2022. Subsequent funding the remainder of the Scope of Work (July 1, 2022-June 30, 2023) will be awarded via an amendment. No County funds are involved.
Funding Source	Oregon State University. These funds are provided as part of a partnership between The Dept Human Services, Oregon Parenting Education Collaborative and OSU.
Duration	Effective date signed for the program period of July 1, 2021- June 30, 2022
Previous Board Action/Review	Board Issues: 4/26/22
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: 4/6/22,KR
Procurement Review	Was the item processed through Procurement? No Revenue Grant Award
Contact Person	Adam Freer, 971-533-4929
Contract No.	H3S #10637

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Fixed Price Subagreement from OSU to fund sub-recipient agreements to local non-profit organizations to provide evidence-based and/or culturally responsive

Healthy Families. Strong Communities.

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www.clackamas.us

curriculum trainings focused on parenting education for families with 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.

Grant is effective upon signature by all parties for program services starting on July 1, 2021 and terminating on June 30, 2022. This Grant has a maximum value of \$58,770.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Health, Housing & Human Services

FIXED PRICE SUBAGREEMENT NO. K9943B-B

THIS SUBAGREEMENT, hereinafter referred to as SUBAGREEMENT, is entered into by and between OREGON STATE UNIVERSITY, hereinafter called UNIVERSITY and CLACKAMAS COUNTY CHILDREN FAMILY & COMMUNITY CONNECTIONS DIVISION, hereinafter called SUBCONTRACTOR.

Background:

UNIVERSITY has been awarded Grant Number 159583, hereinafter referred to as Prime Award and attached hereto as Exhibit A, from OREGON DEPARTMENT OF HUMAN SERVICES, 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 commence on the date of last signature and terminate on 06/30/2022. Costs incurred from 07/01/2021, are allowable expenses under this SUBAGREEMENT.

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.

Chelsea Hamilton

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 **\$58,770** in one fixed price payment for the full and complete performance of the Scope of Work during the Period of Performance described in Article 1.

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 described in Article 6.

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, solely by SUBCONTRACTOR which are developed under this SUBAGREEMENT in the course of or pursuant to Scope of Work shall vest in SUBCONTRACTOR. Intellectual property jointly developed by UNIVERSITY and SUBCONTRACTOR shall be jointly owned by both parties. Intellectual property solely developed by UNIVERSITY shall be solely owned by UNIVERSITY.

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, CFCC Contract Specialist
Clackamas County Children Family & Community Connections Division
112 11st Street
Oregon City, OR 97045
503-655-8840
sradford@clackamas.us

If to UNIVERSITY:

Irem Tumer, Vice President for Research
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 CHILDREN,
FAMILY & COMMUNITY CONNECTIONS**

OREGON STATE UNIVERSITY

Name Date
Title:

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

FEIN: 93-6002286
DUNS:096992656

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

Scope of Work

Grant: Strengthening Oregon Families with Parenting Education in Partnership with the Oregon Parenting Education Collaborative (Biennium Renewal)

Grantor: Oregon Department of Human Services (subaward through Oregon State University)

PI: Chelsea Hamilton

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.**
- 2. Build capacity through participation in parenting education evidence-based curriculum trainings.**

1. Parenting Education Programming and Parenting Supports (\$117,540).

Each OPEC Hub will receive a portion of parenting education programming funds based on an equity-focused model commensurate with population, families in poverty, geographic expanse, and cultural/linguistic diversity to expand research/evidence-based and culturally-responsive parenting education programs based on community needs and partnerships for families with older children and adolescents (ages 6-18), with specific attention to priority populations, including families referred by Oregon Department of Human Services associated with self-sufficiency and child welfare programs, foster families, families living in poverty, families with special needs, and others. Parenting education series offered through these funds may be open to all families in the Hub community or region with an aim toward peer-to-peer support and community-building. Scheduling of classes supported by these funds must be communicated with local ODHS self-sufficiency partners so that effective referrals can be made and prioritized.

Allowable expenses under these funds include: coordination of parenting education efforts, facilitation of classes, best practices for parenting education facilitation (e.g., curriculum materials, incentives, providing meals, transportation, childcare or equivalent gift cards or technology supports to support best practices of virtual delivery), marketing (which may include parenting workshops; family activities), evaluation, and data collection. For every \$1000 granted to a Hub, the expectation is that 1 parent/family member will receive access to the

equivalent of an evidence-based/culturally-responsive/culturally-specific parenting education series (e.g., \$15,000 = offering one series with 15 spaces available, increasing access within the Hub's community for 15 individuals to participate in the equivalent of an evidence-based/culturally-responsive/culturally-specific parenting education series).

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-ODHS Contract" must be selected as the funding source for reported efforts.

2. Parenting Education Professional Development.

Up to \$5000 of each Hub's subaward may be used on an annual basis to support parenting educator professional development, including participation in curriculum trainings (for parenting education curricula focused on families with older children and youth (including Strengthening Families 7-17; Strengthening Families 10-14; Parenting Inside Out; Make Parenting a Pleasure 2nd Edition; Nurturing Parenting; Nurturing Parenting for Parents with Special Needs and Health Care Challenges; Nurturing Parenting for Families with Teens/Adolescents, and others as approved by OSU), facilitation trainings, as well as trainings related to reflective supervision, and diversity, equity, anti-racism, and inclusion.



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. K9943B-B

Subrecipient: Clackamas County Children Family &
 Community Connections Division

Please check all that apply.

- Final invoice has been mailed.
- 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 via email to:
Subawards@oregonstate.edu.



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. K9943B-B

Subrecipient: Clackamas County Children Family &
Community Connections Division

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 via email to:
Subawards@oregonstate.edu



Agreement Number 159583

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 2 to Agreement Number 159583 between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS” and

**Oregon State University
Office for Sponsored Research and Award Administration
A312 Kerr Administration Building
Contact Person: Tuba Ozkan-Haller
Corvallis, OR 97331-2140
Telephone: (541) 737-4933
E-mail address: sponsored.programs@oregonstate.edu**

hereinafter referred to as “Agency.”

1. This amendment shall become effective when fully executed by every party, regardless of the date of execution by every party, and shall become effective on the date this Contract has been approved by the Department of Justice or June 30, 2021, whichever date is later.
2. The Agreement is hereby amended as follows:
 - a. Agency contact information on face sheet only to read as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

**Oregon State University
Office for Sponsored Research and Award Administration
~~B308~~ A312 Kerr Administration Building
Contact Person: Tuba Ozkan-Haller ~~Patricia Hawk~~
Corvallis, OR 97331
Telephone: (541) 737-4933
E-mail address: sponsored.programs@oregonstate.edu**

- b. Section 1. “**Effective Date and Duration**”, to read as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **March 1, 2019**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023** ~~June 30, 2021~~. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

- c. **Effective July 1, 2021, Exhibit A, Part 1, “Statement of Work”** to read as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

1. **Background.**

Oregon Parenting Education Collaborative (OPEC) Parent Education Hubs provide coordination efforts for parenting education programs that support parents with children of all ages. However, OPEC program funds can only support parenting education programs for families with children aged 0-6 years old. The need for parenting education for families with older children has become a critical community need. Many Parent Education Hubs have noted that this is a support need frequently requested by parents associated with ODHS.

The Parenting Education Mapping project, conducted by Agency in 2009 and 2015 found that parenting education for families with older children was a significant unmet need. Of the 145 organizations providing parenting education around the state, 63% were offering programs to support families with young children. Fewer than 20% offered programs to support middle and high school age children. Data from 2009 and 2018 show an increasing gap for support for families with older children:

- In 2015, 14% of organizations surveyed noted that parenting education for parents of preschool-aged children was an unmet need; this number was significantly less than in 2009 (22%).
- In 2015, 51% of organizations identified parenting education supports for parents of high schoolers was an unmet need and this number had increased from 2009 (44%).

There are 639,353 children in ~~In Oregon there are an estimated 632,927 children~~ between the ages of 6-17 (Kids Count Data book, 2019)¹. ~~Approximately 237,715 of these children live below the federal poverty threshold (National Center for Children in Poverty, 2015).~~² **The current estimated childhood poverty rate in Oregon is 16.5% and thus we can**

¹-Kids Count Oregon Data book
<https://www.elfo.org/wp-content/uploads/2017/11/Data-Book-2017.pdf>

²-National Center for Children in Poverty
www.nccp.org/profiles/OR_profile_6.html

estimate that approximately 105,493 children in Oregon between the ages of 6-17 live below the federal poverty threshold. Given that the
The average number of children per household is 2.4 (Pew Research Center, 2015)³ thus, Agency estimates **that this number represents 266,397 households with children between the ages of 6-17 in Oregon with 43,955 of these households falling below the federal poverty level.** 99,048 families are living in poverty with children ages 6-17 in Oregon.

Children first for Oregon (2019). 2019 County Data Book: Status of Oregon Children & Families.

<https://ourchildrenoregon.org/wp-content/uploads/2020/08/CFFO-County-Data-2019.pdf>

By leveraging OPEC's existing infrastructure, a contracted partnership between ODHS and OPEC could lead to significant strides toward strengthening the infrastructure to support parenting education for families with children of all ages, while also increasing the number of programs to address the current unmet need. Without leveraging an existing infrastructure, the cost for successful evidence-based parenting education programs is approximate \$1,000 per family. This would include removing barriers to access by offering programs at no cost, parallel programs for children/youth offered by trained facilitators, snack/meals provided and scholarships for transportation offered.

2. Definitions.

- a. “BIPOC” means Black, Indigenous, People of Color.**
- b. “Caretaker Relative”** means any blood relative of the child including first cousins, nephews or nieces and individuals of preceding generations as denoted by prefixes of grand, great, or great-great; stepfather, stepmother, stepbrother and stepsister; and an individual who legally adopts the child and any individual related to the individual adopting the child, either naturally or through adoption.
- c. “ODHS-OPEC Partnership” means under** ~~Under~~ this Agreement, the Agency in collaboration with ODHS, will identify **Parenting** Education Hubs and Grantees within the OPEC network that have a history of partnership with local and regional ODHS offices and existing programs supporting families connected with ODHS. Those that meet the criteria, set by ODHS, would serve as pilot locations for expansion of parenting education programs for

³-Pew Research Center: Social and Demographics Trends
<http://www.pewsocialtrends.org/2015/05/07/family-size-among-mothers/>

families in Oregon, prioritizing ODHS clients and foster parents, who are Eligible Families.

~~The pilot locations would work closely with Agency under OPEC's existing infrastructure to participate in required professional development as well as to collect data to evaluate and ensure quality of programs.~~

- d. **“Eligible Families”** means families whose circumstances meet the following criteria: families that include at least one child and one adult who is a caretaker relative and the family is below 250 percent of the federal poverty line.
- e. **“Grantees”** means ~~are~~ those regional programs funded by OPEC to collaborate with community partners to build an infrastructure for parenting education and lead regional efforts.
- f. **“MOE”** means maintenance of effort. Funding for Oregon parenting education Services may include State Funds that a state is required to contribute to its TANF program. MOE funds under this Agreement are fully dedicated toward meeting the state MOE requirement and cannot be used as matching dollars for another program or purpose, unless approved by ODHS in writing.
- g. **“Normalizing”** means parenting education is a **strengths-based** community norm that any parent would take advantage of increased parenting knowledge **and support**, ~~not something only~~ **rather than perpetuating the stereotype that parenting education is a resource only needed by** “bad parents” ~~are required to go to~~.
- h. **“OPEC Recognition System”** means a database that enables tracking of individual professional benchmarks and assists in portfolio development.
- i. **“Parent Education Hubs”** means organizations Organizations that serve as regional parenting education “Hubs” will work with community partners to deliver parenting education services while building stronger and more coordinated parenting education systems in their regions. It is not OPEC’s intent to create duplicate layers or services, but to encourage partnerships to enhance and build on the work that is already happening or to fill in gaps. OPEC seeks to encourage organizations to work together to coordinate available services and plan for a more comprehensive network of programs for parents of all circumstances.
- j. **“Participating Facilitators”** means trained ~~Trained~~ parent education facilitators participating in this project **working for or in partnership with OPEC Hubs and grantees.**

- 3. **Pilot Locations.** Agency will work closely with pilot locations under OPEC’s existing infrastructure to participate in required professional

development as well as to collect data to evaluate and ensure quality of programs.

4. **Enhanced Capacity.** Agency will enhance current infrastructure and capacity to provide up to 900 additional ODHS Eligible Families access to training in key areas around the state as follows:

a. **Parenting education programming expansion**

Agency will ensure an additional 75 parenting education class series will be offered throughout the state of Oregon through select Parenting Education Hubs and Grantees to increase access to evidence-based parenting education series using **evidence-based and culturally responsive and specific curricula with promising evidence, including** the following curriculum **based on community need and fit**:

- (1) Make Parenting a Pleasure or equivalent curriculum, for parents with children ages 0-8 years old.
- (2) Strengthening Families, Nurturing Parenting for Parents of Teens or equivalent curriculum, for parents with children ages 8-18. **(Two curricula: a. for families with children 7-17 and b. for families with children 10-14).**
- (3) **Nurturing Parenting for Parent of Teens or additional adaptations of the Nurturing Parenting program that meet the age range (e.g. Nurturing Father, Nurturing Parenting for Parents & Children with Special Needs and Health Care Challenges; Nurturing Parenting for Families in Substance Abuse and Recovery).**
- (4) **Active Parenting.**
- (5) **Triple P (including Teen Trip P for Parent of Teenagers 12-16).**
- (6) **Additional equivalent curriculum as approved by OPEC, for parents with children ages 6-18.**

b. **Professional development and curriculum materials**

(1) **Curricula.**

Agency will provide support for **local and regional** professional development training ensuring a well-trained workforce is prepared to deliver evidence-based curriculum with fidelity as well as support in advanced facilitation and trauma-informed care best practices. Agency will ensure all participating facilitators will be **tracked through attendance records and provided support** ~~required~~ to enroll in the OPEC Recognition System. **Agency will support the following capacity building efforts or**

equivalent (specific numbers of trainings and formats may be shifted given community needs and context – e.g., COVID-19 pandemic), while ensuring access to professional development trainings for the number of parenting educators specified across Oregon.

- (2) Agency will ensure **access to evidence-based curriculum trainings for a minimum of 90 parenting educators to participate in one or more of the following curricula through coordinated regional trainings or virtual trainings:** ~~five regional trainings are offered for each of two curricula, totaling ten regional trainings as follows:~~

- (a) Make Parenting a Pleasure (2nd Edition);
- (b) Strengthening Families or Nurturing Parenting for Parents of Teens

Agency will require all OPEC Parenting Education Hubs and Grantees participating in the expansion to send Participating Facilitators to trainings consisting of ten, two-day trainings (five in each curriculum). Priority will be given to OPEC Parenting Education Hubs and Grantees participating in the expansion with additional slots shared with ODHS staff and facilitators from other OPEC Parenting Education Hubs.

- (3) Agency will ensure ~~five regional two-day~~ trainings are offered **to 90 parenting educators** on Foundations of Facilitation (**regionally or virtually/remotely**) for leading parenting education groups. **This will include dissemination of a newly developed module focused specifically on diversity, equity, and inclusion (development in partnership with Parenting Now and Alai Community Consulting will be complete Spring 2021). All materials will be made freely available to parenting educators across the state of Oregon in English and Spanish and will be included in future Foundations of Facilitation trainings.**

- (4) Agency will ensure ~~three one-day~~ trainings are offered on trauma-informed care practices for **a minimum of 90** parenting education facilitators (**regionally or virtually/remotely**) ~~with two trainings offered regionally and one offered with remote access to reach parenting education facilitators in rural areas.~~

- (5) Agency will ensure ~~three one-day~~ **ongoing** trainings are offered (with a remote option) for supervisors **from each OPEC Hub** overseeing parenting education facilitators.

The training will focus on best practices for reflective supervisions, fidelity or implementation, and problem-solving challenges.

- (6) **For all programs where applicable and not otherwise available, the Agency will translate parenting education and professional development materials into Spanish and validate for cultural responsiveness.**
- (7) **Agency will provide ongoing (bi-weekly/monthly) professional development opportunities (OPEC Connect & Learn) in Spanish to support both bilingual and monolingual Spanish-speaking parenting educators toward continuing education hours. Also, the Agency will offer parallel OPEC Connect and Learn sessions to those offered in English directly in Spanish when possible.**
- (8) **Agency to ensure professional development trainings will include topics on a regular basis specific to diversity, equity, and inclusion (e.g., setting up safe spaces for BIPOC families predominantly white communities, micro aggressions and implicit bias).**
- (9) **Agency to collect Demographic data from families participating in programs directly through and in partnership with OPEC Hubs. At the end of the State Fiscal year, OPEC Report data will be used to assess family access to programs as well how well programs have reached and met the needs of BIPOC communities.**
- (10) **Agency will continue capacity building efforts aimed at supporting the parenting education workforce with access to evidence-based and culturally specific parenting education trainings along with ongoing support for facilitation.**
 - (a) **Agency will continue to expand capacity-building beyond Hub organizations to additional partner agencies, so these programs become embedded in additional community systems (e.g., relief nurseries, culturally specific organizations, school districts); Number of additional agencies: (Listed in section 6. “Reporting”)**
 - (b) **Expansion of professional development support to include additional topics related to creating safe spaces for building relationships with**

**BIPOC families; Number of sessions and topics:
(Listed in section 6. “Reporting”)**

(11) **Agency to continue access to parenting education programs specific to families with older children and teens.**

(12) **Agency to make additional efforts to support BIPOC communities:**

Ongoing partnership for continuation of efforts described above (e.g., providing ongoing professional development support related to diversity, equity, and inclusion, offering professional development in Spanish). In addition, enhance through the following steps:

(a) **Capacity-building specific to culturally specific programs.**

(b) **Expanded partnership through culturally specific organizations to increase parenting education programs in BIPOC communities. Number of partnerships: (Listed in section 6. “Reporting”)**

(c) **Adding one or more bicultural/bilingual staff member(s) to the OSU/OPEC team. Agreement funds would be used to leverage existing funds supporting a part-time/consultant position from the Student Success Act Early Learning -OPEC Partnership to expand parenting education to families with young children.**

c. Professional development coordination and evaluation support

- (1) Agency will extend the faculty and staff support provided to OPEC for technical assistance, professional development, and research or evaluation; to include the OPEC-ODHS Partnership expansion.
- (2) Agency staff will coordinate professional development efforts and expand evaluation to include additional measures focused on parenting youth and youth outcomes.
- (3) Agency will support data collection and create a detailed evaluation report specific to parenting education programs offered in collaboration between OPEC and ODHS.

d. Normalizing and marketing efforts

Agency will utilize information, being gathered with their current needs assessment, assessing needs related to effectively marketing

and normalizing parenting education programs. Agency will leverage these efforts to inform data-driven efforts related to marketing and normalizing parenting education programs, as a result of the ODHS-OPEC Partnership, and may include sponsored social media posts in targeted community forums and groups, flyers and brochures provided to Eligible Families in multiple languages through healthcare partners (e.g., CCOs, clinics, pediatricians), messaging and materials delivered through community partners (e.g., ODHS offices, OSU County Extension offices, WIC, school districts).

5. Expected Outcomes.

a. Enhanced community capacity to deliver parenting education to ODHS client Eligible Families with children of all ages.

An estimated 90 ~~45~~ professionals will be trained in evidence-based parenting education curricula (e.g., the Make Parenting a Pleasure (2nd Edition), curriculum and an estimated 45 professionals will be trained in the Strengthening Families Framework, or Nurturing Parenting for Parents of Teens, or equivalent). These professionals will add to each community's existing capacity to offer these programs.

b. Expanded parenting education programming for ODHS client Eligible Families.

Up to 900 Eligible Families across the state will gain access to the evidence-based parenting education series increased access to a minimum of 450 annually).

c. Data collection and evaluation.

Agency will support ongoing evaluation through data collection, leveraging the existing OPEC infrastructure. Agency will ~~add~~ continue gathering data through a new assessment developed to effectively gather outcomes for participating parents and youth. In addition, ~~an~~ ODHS-OPEC report will be produced annually and reporting numbers will be provided throughout the year upon request.

d. Refinement of partnership process.

This pilot project will provide the opportunity to strengthen the relationship between ODHS: Self-sufficiency, Child Welfare and OPEC and to develop and test an approach to systems-level partnership.

e. Expand Support for Hotline Pilot.

Provide the ability to expand parenting education programs specific to needs identified by hotline calls to bridge the service gap between Self-sufficiency and Child Welfare services,

especially when a call is unsubstantiated but a need is identified.

6. Reporting.

Agency will provide a quarterly report along with the invoice that will include the following information:

- a. The number of regional trainings offered for Participating Facilitators in ~~Make Parenting a Pleasure (2nd Edition) and Strengthening Families or Nurturing Parenting for Parents of Teens~~ **evidence-based curricula**, the number of Participating Facilitators trained and the regions in which they took place, and if applicable, how many trained by remote access.
- b. The number of regional training offered for the Foundations of Facilitation for leading parent education groups, the number of Participating Facilitators trained and the regions in which they took place, and if applicable, how many trained by remote access.
- c. The number of one-day trainings on trauma-informed care practices for parenting education Participating Facilitators, the number of Participating Facilitators trained, and the regions in which they took place, and if applicable, how many trained by remote access.
- d. The number of one-day trainings for supervisors overseeing parenting and education facilitators, the number of supervisors trained, and the regions in which they took place, and if applicable, how many trained by remote access.
- e. **The number of additional agencies participating in expanded capacity-building activities beyond Hub organizations (e.g., relief nurseries, culturally specific organizations, school districts).**
- f. **The number of sessions and topics included in the expansion of professional development support to include topics related to creating safe spaces for and building relationships with BIPOC families.**
- g. **The number of new, expanded partnerships through culturally specific organizations to increase parenting education programs in BIPOC communities.**

Quarterly reports will be provided in a format acceptable to ODHS.

- d. **Effective July 1, 2021, Exhibit A, Part 2, “Payment and Financial Reporting”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. Payment Provisions.

- a. As consideration for the services provided by Agency during the period specified in Section 1., **Effective Date and Duration**, of

this Agreement, DHS will pay to Agency, a maximum not-to-exceed amount as specified in Section 3., **Consideration** of this Agreement, to be paid as follows:

- (1) ~~Start Up Costs. DHS and Agency have negotiated these costs for Agency to increase the capacity for service provision for the benefit of Eligible Families. Upon execution of this Agreement the Agency may submit an invoice and DHS will pay the Agency as follows:~~

~~Start Up Costs: \$200,000~~

- (2) Services will be paid at a rate of ~~\$350,000~~ \$375,000.00 per quarter

b. Agency Invoice.

- (1) Agency shall send all invoices to DHS' Agreement Administrator at the address specified on page 1, or to any other address as DHS may indicate in writing to Agency. Agency's claims to DHS for overdue payments on invoices are subject to ORS 293.462.
- (2) Agency shall submit quarterly invoices, within 20 days of the end of each quarter following Service provision as follows:

Quarter	Due Date
March – May 2019	June 20, 2019
June – August 2019	September 20, 2019
September – November 2019	December 20, 2019
December 2019 – February 2020	March 20, 2020
March – May 2020	June 20, 2020
June – August 2020	September 20, 2020
September – November 2020	December 20, 2020
December 2020 – February 2021	March 20, 2021

- (3) Invoices must include the following information:
- (a) Agency name;
 - (b) Invoice number;
 - (c) Date of Invoice;
 - (d) This Agreement number;
 - (e) A detailed description of services performed, the dates the services were performed, all deliverables

delivered during the period of the invoice, and rate or rates being invoiced, and the total invoice cost.

- (4) Agency will include a MOE Certification document, attached hereto as Exhibit D, along with the quarterly invoice.
- (5) Agency shall submit along with the invoice, all monthly reporting as required in Exhibit A, Part 1, section 5.

2. Travel and Other Expenses. DHS will not reimburse Agency for any travel or additional expenses under this Agreement.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. Agency certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. Certification: Without limiting the generality of the foregoing, by signature on this Agreement, Agency hereby certifies under penalty of perjury that:

- a. Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. Agency certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Agency;
- b. The information shown in Agency Data and Certification of original Agreement or as amended is Agency’s true, accurate and correct information;
- c. To the best of the undersigned’s knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- d. Agency and Agency’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- e. Agency is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/SAM>;
- f. Agency is not subject to backup withholding because:
 - (1) Agency is exempt from backup withholding;

- (2) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified Agency that Agency is no longer subject to backup withholding; and
- g. Agency hereby certifies that the FEIN or SSN provided to ODHS is true and accurate. If this information changes, Agency shall provide ODHS with the new FEIN or SSN within 10 days.

5. Signatures.

AGENCY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Oregon State University
By:

Cindy L. Tait-
Withrow

Digitally signed by Cindy L. Tait-
Withrow
Date: 2021.05.13 10:01:22 -07'00'

Cindy L. Tait-Withrow

Authorized Signature

Printed Name

Grant and Contract Officer

May 13, 2021

Title

Date

State of Oregon acting by and through its Oregon Department of Human Services
By:



Authorized Signature

Joseph Ordaz

Printed Name

SSP Business Manager

5/14/2021

Title

Date

Approved for Legal Sufficiency:

Approved via e-mail by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice

May 5, 2021
Date



Agreement Number 159583

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Oregon State University
Office for Sponsored Research and Award Administration
B308 Kerr Administration Building
Contact Person: Patricia Hawk
Corvallis, OR 97331
Telephone: (541) 737-4933
E-mail address: sponsored.programs@oregonstate.edu**

hereinafter referred to as “Agency.”

Work to be performed under this Agreement relates principally to DHS’

**Office of Self-Sufficiency Programs
500 Summer Street NE
Salem, OR 97301
Agreement Administrator: Belit Burke or delegate
Telephone: (503) 947-5389
E-mail address: belit.burke@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on March 1, 2019, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on February 28, 2021. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Oregon Temporary Assistance for Needy Families, Maintenance of Effort Certification

There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits B, A, C and D.

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is \$3,000,000.00. DHS will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Subrecipient Determination. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

- Agency is a subrecipient Agency is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Not applicable

Direct grant funds from

5. **Agency Data and Certification.**

a. **Agency Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS): Oregon State University

Street address: 1500 SW Jefferson Way

City, state, zip code: Corvallis, OR 97331-2140

Email address: sponsored.programs@oregonstate.edu

Telephone: (541) 737-4933 Facsimile: (541) 737-3093

Agency Proof of Insurance: Agency shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 790684 Expiration Date: 07/01/2019

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Agency is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Agency shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Agency acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Agency may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. Agency certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities

and penalties provided by the Oregon False Claims Act against the Agency;

- (3) The information shown in Section 5a, "Agency Information" above is Agency's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>;
- (7) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding; and
- (8) Contractor Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Contractor shall provide DHS with the new FEIN or SSN within 10 days.

AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT AGENCY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGENCY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

Oregon State University

By:

Vickie Watkins
Authorized Signature

Vickie Watkins CTW
Printed Name

Grant and Contract Officer
Title

3/20/2019
Date

State of Oregon, acting by and through its Department of Human Services

By:

[Signature]
Authorized Signature

Dan Haun
Printed Name

OSP Deputy Director
Title

3/20/19
Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General March 14, 2019
Department of Justice Date

EXHIBIT A

Part 1 Statement of Work

1. Background.

Oregon Parenting Education Collaborative (OPEC) Parent Education Hubs provide coordination efforts for parenting education programs that support parents with children of all ages. However, OPEC program funds can only support parenting education programs for families with children aged 0-6 years old. The need for parenting education for families with older children has become a critical community need. Many Parent Education Hubs have noted that this is a support need frequently requested by parents associated with DHS.

The Parenting Education Mapping project, conducted by Agency in 2009 and 2015 found that parenting education for families with older children was a significant unmet need. Of the 145 organizations providing parenting education around the state, 63% were offering programs to support families with young children. Fewer than 20% offered programs to support middle and high school age children. Data from 2009 and 2018 show an increasing gap for support for families with older children:

- In 2015, 14% of organizations surveyed noted that parenting education for parents of preschool-aged children was an unmet need; this number was significantly less than in 2009 (22%).
- In 2015, 51% of organizations identified parenting education supports for parents of high schoolers was an unmet need and this number had increased from 2009 (44%).

In Oregon there are an estimated 632,927 children between the ages of 6-17 (Kids Count Data book, 2017)¹. Approximately 237,715 of these children live below the federal poverty threshold (National Center for Children in Poverty, 2015).² The average number of children per household is 2.4 (Pew Research Center, 2015)³ thus, Agency estimates 99,048 families are living in poverty with children ages 6-17 in Oregon.

By leveraging OPEC's existing infrastructure, a contracted partnership between DHS and OPEC could lead to significant strides toward strengthening the infrastructure to support parenting education for families with children of all ages, while also increasing the number of programs to address the current unmet need. Without leveraging an existing infrastructure, the cost for successful evidence-based parenting education programs is

¹ Kids Count Oregon Data book
<https://www.cffo.org/wp-content/uploads/2017/11/Data-Book-2017.pdf>

² National Center for Children in Poverty
www.nccp.org/profiles/OR_profile_6.html

³ Pew Research Center: Social and Demographics Trends
<http://www.pewsocialtrends.org/2015/05/07/family-size-among-mothers/>

approximate \$1,000 per family, This would include removing barriers to access by offering programs at no cost, parallel programs for children/youth offered by trained facilitators, snack/meals provided and scholarships for transportation offered.

2. Definitions.

- a. **“Caretaker Relative”** means any blood relative of the child including first cousins, nephews or nieces and individuals of preceding generations as denoted by prefixes of grand, great, or great-great; stepfather, stepmother, stepbrother and stepsister; and an individual who legally adopts the child and any individual related to the individual adopting the child, either naturally or through adoption.
- b. **“DHS-OPEC Partnership”** Under this Agreement, the Agency in collaboration with DHS, will identify Parent Education Hubs and Grantees within the OPEC network that have a history of partnership with local and regional DHS offices and existing programs supporting families connected with DHS. Those that meet the criteria, set by DHS, would serve as pilot locations for expansion of parenting education programs for DHS clients and foster parents, who are Eligible Families. The pilot locations would work closely with Agency under OPEC’s existing infrastructure to participate in required professional development as well as to collect data to evaluate and ensure quality of programs.
- c. **“Eligible Families”** means families whose circumstances meet the following criteria: families that include at least one child and one adult who is a caretaker relative and the family is below 250 percent of the federal poverty line.
- d. **“Grantees”** are those regional programs funded by OPEC to collaborate with community partners to build an infrastructure for parenting education and lead regional efforts.
- e. **“MOE”** means maintenance of effort. Funding for Oregon parenting education Services may include State Funds that a state is required to contribute to its TANF program. MOE funds under this Agreement are fully dedicated toward meeting the state MOE requirement and cannot be used as matching dollars for another program or purpose, unless approved by DHS in writing.
- f. **“Normalizing”** parent education is a community norm that any parent would take advantage of increased parenting knowledge, not something only “bad parents” are required to go to.
- g. **“OPEC Recognition System”** a database that enables tracking of individual professional benchmarks and assists in portfolio development.
- h. **“Parent Education Hubs”** Organizations that serve as regional parenting education “Hubs” will work with community partners to deliver parenting education services while building stronger and more coordinated parenting education systems in their regions. It is not OPEC’s-intent to create duplicate layers or services, but to encourage partnerships to enhance and build on the work that is already happening or to fill in gaps. OPEC seeks to encourage organizations to work together to coordinate available services and plan for a more comprehensive network of programs for parents of all circumstances.

- i. **“Participating Facilitators”** Trained parent education facilitators participating in this project.

3. **Enhanced Capacity.** Agency will enhance current infrastructure and capacity to provide up to 900 additional DHS Eligible Families access to training in key areas around the state as follows:

a. **Parenting education programming expansion**

Agency will ensure an additional 75 parenting education class series will be offered throughout the state of Oregon through select Parent Education Hubs and Grantees to increase access to evidence-based parenting education series using the following curriculum:

- (1) Make Parenting a Pleasure or equivalent curriculum, for parents with children ages 0-8 years old.
- (2) Strengthening Families, Nurturing Parenting for Parents of Teens or equivalent curriculum, for parents with children ages 8-18.

b. **Professional development and curriculum materials**

(1) **Curricula.**

Agency will provide support for professional development training ensuring a well-trained workforce is prepared to deliver evidence-based curriculum with fidelity as well as support in advanced facilitation and trauma-informed care best practices. Agency will ensure all participating facilitators will be required to enroll in the OPEC Recognition System.

- (2) Agency will ensure five regional trainings are offered for each of two curricula, totaling ten regional trainings as follows:

- (a) Make Parenting a Pleasure (2nd Edition);
- (b) Strengthening Families or Nurturing Parenting for Parents of Teens

Agency will require all OPEC Parent Education Hubs and Grantees participating in the expansion to send Participating Facilitators to trainings consisting of ten, two-day trainings (five in each curriculum). Priority will be given to OPEC Parent Education Hubs and Grantees participating in the expansion with additional slots shared with DHS staff and facilitators from other OPEC Parent Education Hubs.

- (3) Agency will ensure five regional two-day trainings are offered on Foundations of Facilitation for leading parenting education groups.
- (4) Agency will ensure three one-day trainings are offered on trauma-informed care practices for parenting education facilitators with two trainings offered regionally and one offered with remote access to reach parenting education facilitators in rural areas.
- (5) Agency will ensure three one-day trainings are offered (with a remote option) for supervisors overseeing parenting education facilitators. The

training will focus on best practices for reflective supervisions, fidelity or implementation, and problem-solving challenges.

c. Professional development coordination and evaluation support

- (1) Agency will extend the faculty and staff support provided to OPEC for technical assistance, professional development, and research or evaluation; to include the OPEC-DHS Partnership expansion.
- (2) Agency staff will coordinate professional development efforts and expand evaluation to include additional measures focused on parenting youth and youth outcomes.
- (3) Agency will support data collection and create a detailed evaluation report specific to parenting education programs offered in collaboration between OPEC and DHS.

d. Normalizing and marketing efforts

Agency will utilize information, being gathered with their current needs assessment, assessing needs related to effectively marketing and normalizing parenting education programs. Agency will leverage these efforts to inform data-driven efforts related to marketing and normalizing parenting education programs, as a result of the DHS-OPEC Partnership, and may include sponsored social media posts in targeted community forums and groups, flyers and brochures provided to Eligible Families in multiple languages through healthcare partners (e.g., CCOs, clinics, pediatricians), messaging and materials delivered through community partners (e.g., DHS offices, OSU County Extension offices, WIC, school districts).

4. Expected Outcomes.

a. Enhanced community capacity to deliver parenting education to DHS client Eligible Families with children of all ages.

An estimated 45 professionals will be trained in the Make Parenting a Pleasure (2nd Edition) curriculum and an estimated 45 professionals will be trained in the Strengthening Families Framework or Nurturing Parenting for Parents of Teens. These professionals will add to each community's existing capacity to offer these programs.

b. Expanded parenting education programming for DHS client Eligible Families.

Up to 900 Eligible Families across the state will gain access to the evidence-based parenting education series.

c. Data collection and evaluation.

Agency will support ongoing evaluation through data collection, leveraging the existing OPEC infrastructure. Agency will add a new assessment to effectively gather outcomes for participating parents and youth. In addition, a DHS-OPEC report will be produced annually.

d. Refinement of partnership process.

This pilot project will provide the opportunity to strengthen the relationship between DHS: Self-sufficiency, Child Welfare and OPEC and to develop and test an approach to systems-level partnership.

e. Expand Support for Hotline Pilot.

Provide the ability to expand parenting education programs specific to needs identified by hotline calls to bridge the service gap between Self-sufficiency and Child Welfare services, especially when a call is unsubstantiated but a need is identified.

5. Reporting.

Agency will provide a quarterly report along with the invoice that will include the following information:

- a. The number of regional trainings offered for Participating Facilitators in Make Parenting a Pleasure (2nd Edition) and Strengthening Families or Nurturing Parenting for Parents of Teens, the number of Participating Facilitators trained and the regions in which they took place, and if applicable, how many trained by remote access.
- b. The number of regional training offered for the Foundations of Facilitation for leading parent education groups, the number of Participating Facilitators trained and the regions in which they took place, and if applicable, how many trained by remote access.
- c. The number of one-day trainings on trauma-informed care practices for parenting education Participating Facilitators, the number of Participating Facilitators trained, and the regions in which they took place, and if applicable, how many trained by remote access.
- d. The number of one-day trainings for supervisors overseeing parenting and education facilitators, the number of supervisors trained, and the regions in which they took place, and if applicable, how many trained by remote access.

Quarterly reports will be provided in a format acceptable to DHS.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Payment Provisions.

a. As consideration for the services provided by Agency during the period specified in Section 1., **Effective Date and Duration**, of this Agreement, DHS will pay to Agency, a maximum not-to-exceed amount as specified in Section 3., **Consideration** of this Agreement, to be paid as follows:

(1) **Start-Up Costs.** DHS and Agency have negotiated these costs for Agency to increase the capacity for service provision for the benefit of Eligible Families. Upon execution of this Agreement the Agency may submit an invoice and DHS will pay the Agency as follows:

Start Up Costs: \$200,000

(2) **Services will be paid at a rate of \$350,000 per quarter**

b. Agency Invoice.

(1) Agency shall send all invoices to DHS' Agreement Administrator at the address specified on page 1, or to any other address as DHS may indicate in writing to Agency. Agency's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

(2) Agency shall submit quarterly invoices, within 20 days of the end of each quarter following Service provision as follows:

Quarter	Due Date
March – May 2019	June 20, 2019
June – August 2019	September 20, 2019
September – November 2019	December 20, 2019
December 2019 – February 2020	March 20, 2020
March – May 2020	June 20, 2020
June – August 2020	September 20, 2020
September – November 2020	December 20, 2020
December 2020 – February 2021	March 20, 2021

(3) Invoices must include the following information:

- (a) Agency name;
- (b) Invoice number;
- (c) Date of Invoice;

Payment schedule subsequent to initial start-up payment.

- (d) This Agreement number;
 - (e) A detailed description of services performed, the dates the services were performed, all deliverables delivered during the period of the invoice, and rate or rates being invoiced, and the total invoice cost.
- (4) Agency will include a MOE Certification document, attached hereto as Exhibit D, along with the quarterly invoice.
 - (5) Agency shall submit along with the invoice, all monthly reporting as required in Exhibit A, Part 1, section 5.

2. Travel and Other Expenses. DHS will not reimburse Agency for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3

Special Terms and Conditions

1. Confidentiality of Client Information.

a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Agency on the client ("Client Information") shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Agency, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Agreement, Agency shall comply, and ensure that all of Agency's officers, directors, employees, agents and subcontractors comply, with the following provisions:
 - (a) With respect to SSA records:
 - (i) Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - (ii) Adhere to the same security requirements as employees of DHS;
 - (iii) Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within DHS's agreement with SSA;
 - (iv) Provide its employees and agents the same security awareness training as DHS's employees; and
 - (v) Include the provisions of this Section 1.a.(3)(a) in any subcontract.
 - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:

- (i) Agency and its officers, directors and employees with access to, or who use FTI provided by DHS must meet the background check requirements defined in IRS Publication 1075;
 - (ii) Any FTI made available to Agency shall be used only for the purpose of carrying out the provisions of this Agreement. Agency shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Agency is prohibited;
 - (iii) Agency shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - (iv) No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
 - (v) Maintain a list of employees who are authorized access to FTI. Such list will be provided to DHS and, upon request, to the IRS reviewing office; and
 - (vi) Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (d) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
 - (e) Agency may be subject to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, DHS, Agency and any subcontractor will share information as necessary to effectively serve DHS clients.

b. Non-Client Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be

confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Agreement;
 - (c) Is rightfully in the receiving Party’s possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party’s officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.410 to 192.505. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

- c. Upon request and pursuant to the instructions of DHS, Agency shall return or destroy all copies of Confidential Information, and Agency shall certify in writing the return or destruction of all Confidential Information.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of five years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the Agency under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21. "Amendments" of this Agreement.

3. Agency Requirements to Report Abuse of Certain Classes of Persons.

- a. Agency shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including: Children (ORS 419B.005 through 419B.045).
- b. Agency shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.

- c. Agency shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Agency shall notify the referring DHS caseworker within 24 hours. Agency shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

- a. Agency shall verify that any employee working with clients referred by DHS has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with DHS' client. Agency shall establish verification by:
 - (1) having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with Agency, OR
 - (2) Agency as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. Agency will need to give to OSP the applicant's name, birth date and social security number.
- b. Agency shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with DHS clients. If Agency notes a conviction from any of the above listed crimes on the applicant/employee's record, and Agency chooses to hire the employee/applicant, Agency shall confirm in writing, the reasons for hiring the individual.
- c. These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. Agency will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

- d. The criminal history check procedures listed above also apply to Agency. Agency shall establish a personal personnel file and place Agency's criminal history check in named file for possibility of future DHS review.
5. **Equal Access to Services.** Agency shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** Agency will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. Agency will make immediate contact with the DHS office when media contact occurs. The DHS office will assist Agency with an appropriate follow-up response for the media.
7. **Nondiscrimination.**
 - a. Agency must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.
 - b. Agency certifies that Agency has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Agency agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Agency shall comply with and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agency and Agreement. All employers, including Agency, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. **Warranty Disclaimer.** Except as may be expressly provided in this Agreement, the Parties make no express warranties relating to the Intellectual Property (DHS', Agency's or a Third Party's) or Work Product. The Parties expressly disclaim any and all implied warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
 - b. **Agency's Representations and Warranties.** Agency represents and warrants to DHS that:
 - (1) Agency has the power and authority to enter into and perform this Agreement;
 - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms;
 - (3) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency will apply that skill and knowledge with care and diligence to perform the Work in a professional

manner and in accordance with standards prevalent in Agency's industry, trade or profession;

- (4) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and
- (5) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized; Payments.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Agency shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agency shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. Agency shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the Agency elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agency shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agency.

6. Recovery of Overpayments. IF BILLINGS UNDER THIS AGREEMENT, OR UNDER ANY OTHER AGREEMENT BETWEEN AGENCY AND DHS, RESULT IN PAYMENTS TO AGENCY TO WHICH AGENCY IS NOT ENTITLED, DHS, AFTER GIVING WRITTEN NOTIFICATION TO AGENCY, MAY WITHHOLD FROM

PAYMENTS DUE TO AGENCY SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. NOTHING IN THIS SECTION SHALL REQUIRE AGENCY OR DHS TO ACT IN VIOLATION OF STATE OR FEDERAL LAW OR THE CONSTITUTION OF THE STATE OF OREGON.

7. Ownership of Work Product.

a. **Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (1) "Agency Intellectual Property" means any intellectual property owned by Agency and developed independently from the Work.
- (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or Agency.
- (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Agency is required to deliver to DHS pursuant to the Work.
- (4) "DHS Intellectual Property" means any intellectual property owned by DHS and developed independently from any intellectual property in the Work Product. DHS Intellectual Property includes any derivative works and compilations of any DHS Intellectual Property that are owned by DHS.

b. **Original Works.**

- (1) All Work Product created by Agency under the Agreement shall be the property of Agency. Agency hereby grants to DHS an irrevocable, non-exclusive, perpetual, non-commercial, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Work Product created by Agency under this Agreement, and to authorize others to do the same for governmental purposes or as otherwise contemplated in this Agreement.
- (2) All Work Product created by DHS under this Agreement shall be the property of DHS. DHS hereby grants to Agency an irrevocable, non-exclusive, perpetual, non-commercial, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Work Product created by DHS under this Agreement and to authorize others to do the same for academic and research purposes.

c. **Pre-existing Work contained in Deliverables.**

- (1) In the event that Work Product is protected by Agency Intellectual Property, and to the extent necessary to allow DHS to use the Work Product for governmental purposes or as otherwise contemplated in this Agreement, Agency grants to DHS a royalty-free, non-exclusive, non-commercial and irrevocable license to use, reproduce, prepare derivative works based upon,

distribute copies of, perform and display such Agency Intellectual Property and to authorize others to do the same.

- (2) In the event that Work Product is protected by DHS Intellectual Property, and to the extent necessary to allow Agency to use the Work Product for the purposes of this Agreement or for research and academic purposes, DHS grants to Agency a royalty-free, non-exclusive, non-commercial and irrevocable license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display such DHS Intellectual Property and to authorize others to do the same.
- (3) In the event that Work Product is known by either Party to contain materials protected by Third Party Intellectual Property, and to the extent necessary to the other Party to use the Work Product for the purposes described in Paragraph (1) or (2) above (as applicable) (“the Desired Purposes”), the Party that included such materials in the Work Product or required including such materials in the Work Product, shall either (a) secure on the other Party’s behalf a royalty-free, nonexclusive, non-commercial and irrevocable right to use, reproduce, distribute copies of, perform and display such Third Party Intellectual Property and to authorize others to do the same, or (b) remove such materials from the Work Product and redeliver Work Product without any materials known by either Party to be protected by Third Party Intellectual Property unlicensed by either Party, or (c) if option (a) or (b) above is not reasonably viable, the Parties shall agree to an equitable reduction in payment due to inability to use the Work Product that contains such material for the Desired Purposes. Although Agency will not intentionally include material in the Work Product that is known to be protected by a third party’s patent or trade secret rights if the third party’s rights would interfere with DHS using the Work Product for governmental purposes, Agency makes no warranties that material included in the Work Product does not infringe a third party’s patent or trade secret rights.

8. Default.

- a. **Event of Default.** A Party will be in default under this Agreement if:
 - (1) The Party commits any material breach of default of a covenant, warranty, obligation or other provision under this Agreement or fails to perform under this Agreement within the applicable time specified under this Agreement; and
 - (2) Such breach, default or failure is not cured within 30 days after the other Party’s notice. Notice shall be: (a) given in writing; (b) delivered by first class mail; (c) addressed in accordance with Section 23 below; and (d) DHS shall provide a copy of such notice to Agency General Counsel Office.
- b. **Remedies.** In the event a Party is in default under this section, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:

- (1) Termination of this Agreement.
- (2) Reducing or withholding payment for work or Work Product that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (3) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (4) Exercise a setoff against any amounts due under this Agreement; and
- (5) Subject to the limitation of liability set forth below, exercise any other remedy available in law or equity and is entitled to recover from the defaulting Party any and all damages arising from the defaulting Party's default, including any and all costs and expenses of performing the defaulting Party's unperformed obligations that gave rise to its default.

These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting Party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Termination.

a. Agency Termination. Agency may terminate this Agreement:

- (1) For its convenience, upon at least 90 days advance written notice to DHS;
- (2) Upon 45 days advance written notice to DHS, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or
- (3) Upon 30 days advance written notice to DHS, if DHS is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.

b. DHS Termination. DHS may terminate this Agreement

- (1) For its convenience, upon at least thirty days advance written notice to Agency;
- (2) Upon 45 days advance written notice to Agency, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its

payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to Agency if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to Agency, if DHS determines that Agency or any of its subcontractors have endangered or are endangering the health or safety of an Agency client or others.

c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

d. Return of Property. Upon termination of this Agreement for any reason whatsoever, Agency shall immediately deliver to DHS all of DHS' property (including without limitation any Work Products for which DHS has made payment in whole or in part) that are in the possession or under the control of Agency in whatever stage of development and form of recordation such DHS property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless DHS expressly directs otherwise in such notice of termination. Upon DHS' request, Agency shall surrender to anyone DHS designates, all documents, research or objects or other tangible things needed to complete the Work Products.

10. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, DHS shall have no further obligation to pay Agency under this Agreement.
 - (2) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform Work under this Agreement.
 - b. Obligations and Liabilities.** Notwithstanding Section 11.a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
11. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
 12. **Indemnity/Hold Harmless Provision.** DHS and Agency shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Agency shall perform the services under this Agreement as an independent contractor. Agency and DHS each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30. 260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
 13. **Insurance.** Agency shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
 14. **Records Maintenance; Access.** Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Agency 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 final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
 15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires Agency or its subcontractor(s) to have access to or use of any DHS computer

system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants Agency or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, Agency shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

16. **Force Majeure.** Neither DHS nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of DHS or Agency, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
17. **Assignment of Agreement, Successors in Interest.**
 - a. Agency shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Subcontracts.** Agency shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, Agency shall include in any permitted subcontract under this Agreement provisions to ensure that DHS will receive the benefit of subcontractor performance as if the subcontractor were the Agency with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. DHS' consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
19. **No Third Party Beneficiaries.** DHS and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
20. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
22. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Agency that has not been cured.
23. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Agency or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile Number: 503-378-4324

Agency: Office for Sponsored Research and Award Administration
312 Kerr Administration Building
Corvallis, OR 97331-2140
Telephone: 541-737-4933
Facsimile Number: 541-737-3093
Email: sponsored.programs@oregonstate.edu

24. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
25. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

26. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

considerations. The relative fault of the Agency on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency'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.

30. **Indemnification by Subcontractors.** Agency shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
31. **Stop-Work Order.** DHS may, at any time, by written notice to the Agency, require the Agency to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Agency shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
 - a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10, Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the Agency, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Agency shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Agency and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. Agency shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Agency shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Agency shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Agency permit a contractor to work under a Subcontract when the Agency is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or

operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

POLLUTION LIABILITY:

Required Not required

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the DHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Subcontract, or, (ii) Agency's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Agency shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by DHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and DHS.

STATE ACCEPTANCE:

All insurance providers are subject to DHS acceptance. If requested by DHS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DHS's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D
Oregon Temporary Assistance for Needy Families
Maintenance of Effort Certification

Agency	
Program	
Federal Fiscal Year	
Quarter Ending	
Total MOE Claimed in Quarter (add lines (a) and (b) below)	
• MOE Claimed in Quarter from Quarterly Disbursement	
• MOE Claimed in Quarter from Invoiced Expenditures	
Total MOE Claimed YTD (add lines (a) and (b) below)	
• MOE Claimed YTD from Quarterly Disbursement	
• MOE Claimed YTD from Invoiced Expenditures	
People/Families/Cases Served YTD	
State Expenditures for the Program YTD	

Program Description: Purpose of this program is to increase availability of evidence-based parent education programs offered to eligible families within participating parenting hub catchment regions. The program provides subsidies to low-income eligible families who would otherwise be unable to pay for services.

Type of Assistance or Service Provided: Program will include increased availability of evidence-based parenting education curricula designed for the populations represented by eligible families. Those families will also be eligible for subsidized registration for attendance of these educational opportunities.

Basis for Inclusion as MOE: The opportunity for these increased academic and social activities will enhance the success of eligible families to attain self-sufficiency and minimize future dependence on public assistance

Purpose of TANF Addressed by Program:

- (a) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives
- (b) End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage.

The program will address these TANF purposes by utilization of a two-generational approach to engage parents in their child(ren)'s learning and development. Providing parents the support they need to be the best parents they can be therefore, increasing the likelihood of success of the child(ren).

Eligibility Criteria (general): DHS, eligible families identified as benefiting from additional supports in the form of parenting education programs. These eligible families are those whose circumstances meet the following criteria: families that include at least one child and one adult who is a caretaker relative and the family is below 250 percent of the federal poverty line.

“Caretaker Relative” means any blood relative of the child including first cousins, nephews or nieces and individuals of preceding generations as denoted by prefixes of grand, great, or great-great; stepfather, stepmother, stepbrother and stepsister; and an individual who legally adopts the child and any individual related to the individual adopting the child, either naturally or through adoption.

Eligibility Criteria (as MOE):

Same as above.

Methodology Used to Determine Amount of MOE Claimed: (How was the amount of MOE calculated, including any statistics, or assumptions used, and the source of the data?)

MOE will be claimed for only those families who:

- (a) Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- (b) Are an Oregon resident.
- (c) Have income at or below 250% of the Federal Poverty Level.

Use of state expenditures counted towards TANF MOE must meet the requirements of 45 CFR 263.

I certify, to the best of my knowledge, that the above identified state funds are not used to match other federal programs, and that information listed above it is true and accurate.

Printed Name

Title

Signature

____/____/____
Date