

1. Financial Billing and Reporting Requirements

A. Billing Due Dates

CONTRACTOR shall submit to Worksystems' Administrative Contact all contract billings by the 15th day of the month following the period billed. Contract billings shall be submitted using the template provided by Worksystems.

B. Final Billing for Close-Out

All Contract billings shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for this Contract. No charges submitted more than 45 days after end of contract will be reimbursed. Worksystems may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Exhibit A, Section 28.E. Contract Termination, Close-Out Responsibilities and Procedures.

C. Financial Status Reports

Financial Status Reports for the calendar quarter must be received by Worksystems by the 15th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis. Worksystems will provide CONTRACTOR with the Financial Status Report template to be used for this purpose.

2. Additional Program Reporting Requirements

Program Performance Reports are due quarterly to Worksystems Program Contact 15 days following the end of the calendar quarter.

3. Additional Termination Procedures

In the event of early Contract termination, CONTRACTOR shall deliver to Worksystems all documents, information, work-in-progress and other property that are or would be deliverables had the contract been completed. At Worksystems option, all finished or unfinished documents, data, and reports prepared by the CONTRACTOR using funds from this Contract shall become Worksystems property.

4. Technology and Participant Data Management

Worksystems makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, Web Information Systems, and an Internet based Data Management System are the primary technologies. To support this technology, CONTRACTOR must have:

- A. Business-grade, broadband internet connectivity.
- B. Network and workstation virus protection that is fully functional and updated at least weekly.
- C. Individual E-mail accounts for staff working with Worksystems allowing attachment size of at least 5 Megabytes.

Documentation of services will be maintained as directed by Worksystems policy and procedures. CONTRACTOR is responsible for entering information into the I-Trac data management system that is supported by required file documentation, staff or customer attestation, as outlined in Worksystems policy and procedures. Performance reports will be available through this same system. *I-Trac Data Entry must be completed within five business days following the activity or data change* to ensure accurate and timely grant reporting.

To support I-Trac technology and use, CONTRACTOR must have:

- D. PCs with 2 GB RAM or more, and 20 GB or more of available disk space.
- E. One of the following Internet browser programs: Microsoft Internet Explorer version 9 or newer; Google Chrome version 25.0 or newer; Mozilla Firefox version 21.0 or newer.
- F. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

5. Security of Information

A. Breach Notification

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify Worksystems. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

B. Social Security Number Use

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

C. Data and Record Security

CONTRACTOR must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

6. Performance, Monitoring, and Budget Management

- A. Expenditures to date will be monitored on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. Particular attention is to be paid to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.
- B. CONTRACTOR will support all program compliance monitoring activities, including but not limited to Worksystems annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other funder monitoring activities.
- C. Where CONTRACTOR has issued subcontracts under this Agreement, CONTRACTOR must have a monitoring policy in place to ensure that expenditures meet funding requirements, program performance goals are being met, and participant eligibility requirements are followed. CONTRACTOR will monitor all subcontractors to ensure compliance and where a subcontractor has monitoring findings a course of corrective action is to be taken and resolution validated.

7. Program Income

Program income must be tracked by funding source and reported to Worksystems on the Worksystems Billing Workbook at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds for purposes of this Agreement, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Contract from Worksystems. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

8. Stand-In Costs

Stand-in costs must be tracked by funding source and reported to Worksystems in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by the grantee as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

9. Prohibited Uses of Funds

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed by WIOA and will be subject to Federal and State rules:

- A. Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant.
- B. Expenses prohibited or unallowable under any other Federal, State or local law or regulation, including foreign travel.
- C. General economic development and related employment generating activities.

- D. Capitalization of businesses.
- E. Investment in Contract bidding Resource Centers.
- F. Investment in revolving loan funds.
- G. Drug testing except to facilitate the hiring process.
- H. The wages of incumbent employees during their participation in training when funded by WIOA.

10. Business Relocation Service Prohibitions

Refer to WIOA and implementing Federal and State rules. Federal funds may not be used for:

- A. Relocation of a business or part of a business from any location in the United States, if the relocation would result in any employee losing his or her job at the original location;
- B. Customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States until the company has operated at that location for 121 days or more, if the relocation resulted in any employee losing their jobs at the original location.

11. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing program funded in whole or in part with Federal money under this Agreement, CONTRACTOR shall follow the Worksystems Public Disclosure Statement policy.

12. Intellectual Property Rights

To ensure that the Federal funds invested through this contract have as broad an impact as possible and to encourage innovation in the development of new learning materials, CONTRACTOR must license to the public all work (except for computer software source code, discussed below) created with the Federal funds provided through this contract under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with Federal funds and modifications made to pre-existing, CONTRACTOR-owned content using Federal funds.

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the CONTRACTOR. CONTRACTOR will affix notice of the license to the work. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license. Questions about CC BY as it applies to specific applications should be submitted in writing to Worksystems.

Only work that is developed by the CONTRACTOR with Federal funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the CONTRACTOR from third parties, including modifications of such materials, remain subject to the intellectual property rights the CONTRACTOR receives under the terms of the particular license or purchase. In addition, works created by the CONTRACTOR without Federal funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with Federal funds result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, CONTRACTOR will respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

Further, the Department of Labor requires, and CONTRACTOR will ensure, that all computer software source code developed or created with Federal funds will be released under an intellectual property license that allows others to use and build upon them. Specifically, the CONTRACTOR will release all new source code developed or created with Federal funds under an open license acceptable to either the Free Software Foundation and/or the Open Source Initiative.

Separate from the CC BY license to the public, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal purposes the copyright in all products developed with Federal funds, including a purchase ownership (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. CONTRACTOR may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department of Labor has a license or rights of free use in such work. If revenues are generated through selling products developed with Federal funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable activities.

CONTRACTOR will apply the following statement on all products developed in whole or in part with Federal funds: "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership."

13. Lobbying

If the CONTRACTOR is a recipient of Federal assistance funds of \$100,000 or more, whether all or only part of the funds are provided by Worksystems, the CONTRACTOR certifies by signature of this Contract that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. Veteran's Priority Provisions:

CONTRACTOR agrees to comply with Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.

15. Additional Assurance and Certification for Agreements over \$100,000

A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations

By execution of this Contract, CONTRACTOR hereby provides Worksystems a written assurance that the CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

B. Drug Free Workplace Certificate

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The CONTRACTOR's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs.

- d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 16.B.1);
- 4) Notifying the employee in the statement required by paragraph 16.B.1) that, as a condition of employment under the Contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5) Notifying Worksystems in writing, within ten calendar days after receiving notice under 4)b) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4)b) above, with respect to any employee who is so convicted:
 - A) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6) above.

16. Federal E-Verify System

CONTRACTOR is responsible for following Worksystems policy and procedure relative to Executive Order 13465 "Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act Provisions and the Use of an Electronic Employment Eligibility Verification System." The policy and related procedure will reference the Federal E-Verify system.

17. National Labor Relations Act Employee Rights Notice

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

18. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System (DUNS) and Central Contract Registry (CCR) numbers. To obtain a DUNS and CCR number see links below.

DUNS number registration information can be obtained at: <http://fedgov.dnb.com/webform>.

Registration information for CCR can be found at: <http://www.sam.gov>.

19. Text Messaging While Driving (Executive Order 13513 Section 4)

CONTRACTOR will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of this contract.

20. Limited English Proficiency

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. Recipients should determine their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

21. Seat Belts

Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

22. Executive Order 13333

This Agreement may be terminated without penalty, if the grantee or any subgrantee, or the CONTRACTOR or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C. § 7104(g))

23. Special Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the CONTRACTOR are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. CONTRACTOR is urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. CONTRACTOR will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. CONTRACTOR must obtain prior approval from Worksystems before holding any conference (which includes retreat, seminar, or symposium or similar event).

24. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

25. Buy American Notice Requirement

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act")

26. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

27. Prohibition on Contracting

- A. CONTRACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. Expenses prohibited or unallowable under any other Federal, State or local law or regulation, including foreign travel.
- B. CONTRACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C. No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers of this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

28. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.