

**CONTRACT AGREEMENT FOR WORKFORCE DEVELOPMENT SERVICES**

The parties to this Agreement are Worksystems, Inc., hereinafter referred to as "Worksystems" or "GRANTOR," and **Name of Contractor**, hereinafter referred to as the "CONTRACTOR." In this Agreement, either the CONTRACTOR or Worksystems may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

Name and Address of Parties											
<b>GRANTOR</b> Worksystems, Inc. 1618 SW First Avenue, Suite 450 Portland, OR 97201  Federal Tax ID: 93-0857426 UEI: L8KKXDL7J6C5	<b>CONTRACTOR</b> Name Address City, State, Zip Federal Tax ID: UEI: <input checked="" type="checkbox"/> Subrecipient Agreement (when checked) This Agreement is not for Research and Development.										
Contact Information											
<b>For Worksystems</b> Program Contact: Phone: Email: Fiscal Contact: Email:	<b>For CONTRACTOR</b> Program Contact: Phone: Email: Fiscal Contact: Email:										
<b>Purpose</b> CONTRACTOR will provide workforce development services to eligible participants as described within the exhibits of this contract and in line with Worksystems' policies and procedures.											
<b>Maximum Amount Payable</b> \$	<b>Contract Term</b> July 1, 2024 – June 30, 2025										
Exhibits											
This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table border="0"> <tr> <td>Exhibit A:</td> <td>Terms &amp; Conditions and Insurance Requirements</td> </tr> <tr> <td>Exhibit B:</td> <td>Data Sharing &amp; Privacy Agreement</td> </tr> <tr> <td>Exhibit C:</td> <td>Statement of Work</td> </tr> <tr> <td>Exhibit D:</td> <td>SNAP E&amp;T Statement of Work</td> </tr> <tr> <td>Exhibit E:</td> <td>Budget</td> </tr> </table>		Exhibit A:	Terms & Conditions and Insurance Requirements	Exhibit B:	Data Sharing & Privacy Agreement	Exhibit C:	Statement of Work	Exhibit D:	SNAP E&T Statement of Work	Exhibit E:	Budget
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Exhibit B:	Data Sharing & Privacy Agreement										
Exhibit C:	Statement of Work										
Exhibit D:	SNAP E&T Statement of Work										
Exhibit E:	Budget										
<b>PY24 Funding Source Information</b>											
<b>Regulations and Cost Principles:</b> In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal Government's Uniform Guidance at 2 CFR Part 200 and 2 CFR Part 2900, including any subsequent amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the US Department of Labor, State of Oregon, and by the GRANTOR, including those adopted during the life of this Agreement to implement the Workforce Innovation and Opportunity Act of 2014.  <b>Other Requirements (As Applicable):</b> 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements 37 CFR Part 401, Rights to inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.											

The undersigned execute this Agreement on behalf of the CONTRACTOR and Worksystems and, by doing so, legally obligate and bind the CONTRACTOR and Worksystems to the terms and the conditions of this Agreement.

Authorized Signature CONTRACTOR	Authorized Signature WORKSYSTEMS, INC.
Signature _____ Date _____ Name, Title _____	Signature _____ Date _____ Andrew McGough, Executive Director

**1. Notices**

All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, or email, or electronic funds transfer, and addressed to the contact information outlined in this Agreement.

**2. Funding Availability**

Each disbursement of funds under this Agreement is conditioned on the availability of federal, state and local funds and is subject to termination due to lack of funds or authorization. When Worksystems is notified of any funding or regulatory changes, Worksystems will provide the CONTRACTOR notice of changes within 30 days of Worksystems' notification.

**3. General Reporting Requirements**

CONTRACTOR shall submit all financial, I-Trac (further described in Section 35 below), program performance, and all other reports required by Worksystems in accordance with the specified time frames in this contract. CONTRACTOR shall provide Worksystems access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by Worksystems may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, Worksystems may take action in accordance with Section 12.

**4. Program Objectives**

CONTRACTOR must meet program objectives outlined in Statement of Work exhibit.

**5. Administrative Capability**

Upon request, CONTRACTOR will provide Worksystems with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Audited Financial Statements
- B. Annual Audited Financial Statement with OMB-133 Compliance
- C. Conflict of Interest Policies
- D. Corrective Action Plan(s)
- E. Cost Allocation Plan(s)
- F. Federal Negotiated Indirect Cost Rate
- G. Grievance Policies, Procedures
- H. Management Letter
- I. Personnel Policies
- J. Procurement/Purchasing Policies
- K. Timekeeping Policies
- L. Travel and Expense Policies

**6. Procurement Policies and Procedures**

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Agreement, or with its own procurement procedures, whichever is more restrictive.

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition.

In compliance with Executive Orders 12876, 12900, 12928 and 13021, CONTRACTOR is strongly encouraged to provide subcontracting opportunities for Historically Black Colleges and Universities, Hispanic

Serving Institutions, Tribal Colleges and Universities; and small businesses, minority-owned firms, and women's business enterprises.

**7. Expenditure Restrictions**

**A. Allowable Activities**

CONTRACTOR must use and expend the funds awarded hereby solely to implement the project described in the Statement of Work exhibit, in accordance with the Budget Exhibit, and within limitations outlined in those documents. CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Agreement.

**B. Budget Limitations**

CONTRACTOR shall be paid only within the established contract Budget and the related Budget Line Flexibility outlined in the Budget Exhibit. All costs must be reasonable, necessary, allowable and allocable as defined by federal and State of Oregon laws and rules, including applicable OMB Circulars, Pass-Through Entity (the "Pass-Through Entity", if any, is identified on the signature page of the Contract), and Worksystems' policies and procedures.

**C. Dual Payment**

CONTRACTOR shall not be compensated twice for costs incurred under this Agreement. Costs may be shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

**D. Travel Policy**

Pursuant to 2 CFR 200.475(a), CONTRACTOR must have policies and procedures in place compliant with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement.

**E. Rebates**

The CONTRACTOR agrees to advise Worksystems, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income (the "Awarding Agency," if any, is identified on the signature page of the Contract).

**F. Construction, Remodeling, or Renovation**

The funds provided under this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

**8. Payment Request Process**

The CONTRACTOR must submit a timely and accurate payment request in accordance with this Contract that includes a completed and signed Worksystems Microsoft Excel billing workbook that reports expenditures by the funding sources and Line Items and any required supporting documentation. Additionally, the updated Worksystems Billing Workbook must also be submitted electronically to the Worksystems Administrative Contact (fiscal@worksystems.org) at the time of the payment request.

Upon receipt of the CONTRACTOR'S payment request with the required documentation, Worksystems will review the request for accuracy and compliance with the Contract Agreement. Accurate, and if necessary, corrected, billing workbooks and any required supporting documentation are due to Worksystems by the close of business on the 20th day of the month or the following business day if the 20<sup>th</sup> falls

on a weekend or holiday. Accurate, and if necessary corrected, billing workbooks and supporting documentation received after the 20<sup>th</sup> day of the month will not be processed for Worksystems' funders and pass-through entities' current billing cycle.

Due to the requirements of many of Worksystems' funding sources, payment shall be processed in the normal course and manner for Worksystems' accounts payable, and will be paid as soon as administratively possible following Worksystems' receipt of payment from all funders and pass-through entities providing the funds for CONTRACTOR's services under this contract.

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be accounted for as program income. This treatment of interest does not allow the CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of Worksystems' right to challenge CONTRACTOR's performance under this Agreement and to seek appropriate legal remedies.

#### **9. Financial Documentation**

CONTRACTOR shall retain original expense documentation, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated receipts, payroll ledgers, and accounts payable ledgers. All documentation will have appropriate approval signatures. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the contract Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to this contract. All costs applied to this Contract must be consistent with the requirements of Federal Regulations including 2 CFR Part 200. All allocation methodologies and costs pertaining to this Agreement are subject to Worksystems review and approval before reimbursement through Worksystems.

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with applicable Worksystems policies and procedures and for reporting detail as required by the Funder (the "Funder" is the Pass-Through Entity, the Awarding Agency, or, if both are identified in the Contract, collectively, both). Worksystems will notify CONTRACTOR when there are specific reporting requirements and if it has actual knowledge of any changes to the specific reporting requirements.

Copies of all source documentation for expenditures related to this contract including any documentation related to matching or leverage funds must be available to Worksystems upon request. Any additional documentation requirements will be specified in this Contract.

#### **10. Financial Management Standards**

The CONTRACTOR shall maintain a financial and administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 2 CFR Part 200. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the CONTRACTOR's primary financial accounting system.

The CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

The CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

The CONTRACTOR's financial system shall:

- A. Follow consistent rules for aggregation of detailed data to summary level.
- B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.
- C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- F. Show the distribution of Contract-funded personnel time by fund.

#### **11. Financial Audits and Compliance Monitoring**

The CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.

If it is determined through audit or other means that the CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, the CONTRACTOR shall repay to Worksystems the amount of funds directly related to that violation, as determined by such auditor or Worksystems.

##### **A. Financial Audits**

CONTRACTOR must comply with federal audit requirements found at 2 CFR Part 200.500-521, and Appendix X and XI.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by Worksystems in writing, CONTRACTOR shall submit the audit report to Worksystems no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the CONTRACTOR'S fiscal year, whichever is sooner. Audits performed under this section are subject to review and resolution by Worksystems or its authorized representative.

The CONTRACTOR shall, in accordance with Worksystems' timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Agreement.

##### **B. Compliance Monitoring**

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. CONTRACTOR will allow federal, State of Oregon and Worksystems staff or their designees to monitor program and administrative compliance via an on-site review.

CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this Agreement.

**C. Additional Audits and Compliance Requirements.**

CONTRACTOR will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations."

CONTRACTOR will monitor expenditures to date 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. CONTRACTOR will pay particular attention to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.

Where CONTRACTOR has issued subcontracts under this Contract, 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.

**12. Disallowance of Payments**

If it is determined through audit, monitoring or other means that the CONTRACTOR has received payments which are questioned by Worksystems the CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to Worksystems' final determination of disallowed payments. The CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of Worksystems' disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to Worksystems within thirty (30) calendar days of receipt of request, or other time schedule as determined by Worksystems.

Worksystems' failure to either discover or act upon a breach of this Agreement shall in no way relieve the CONTRACTOR of its obligation to repay disallowed costs.

If the CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Agreement, Worksystems may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Agreement

**13. Records Standards, Access to Records and Record Retention**

**A. Records Standards**

The CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), Worksystems and their duly authorized representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and Worksystems policies and procedures.

**B. Record Storage and Access**

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. The CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as Worksystems may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 27.B. of this Agreement.

This provision includes access to the CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and the delivery of all the documentation to a location designated by Worksystems for purposes of review. The rights of access are not limited to the required retention period or agreement term but shall last as long as records are retained.

If record storage is located other than at the CONTRACTOR'S principal place of business the CONTRACTOR shall inform Worksystems in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR will inform Worksystems in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of Worksystems' service delivery area shall require prior written approval from Worksystems.

If the CONTRACTOR entity ceases operations, the CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and Worksystems to Worksystems.

**C. Record Retention Timeframes and Destruction Requirements**

Federal record retention requirements applicable to this Agreement are found at 2 CFR 200.334-338. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- 1) Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and

supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. Worksystems will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.

- 2) Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.
- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 13.C.1) above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 13.C.1) above. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

In the event that more than one of the record retention periods identified above applies, the CONTRACTOR will comply with the longest applicable record retention period. After the record retention period has passed, any records destroyed must be commercially shredded.

#### **D. Limitation of Public Access to Records**

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

#### **E. Fees for Requests for Records**

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records.

#### **14. Contracts and Assignments**

The CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of Worksystems.

If approved, any contract entered into by the CONTRACTOR is not an obligation of Worksystems. The CONTRACTOR shall not represent that it has the power or authority to obligate Worksystems. No approval by Worksystems of any assignment or transfer shall be deemed to create any obligation of Worksystems in addition to those set forth in this Agreement. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided. 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, if any.

Worksystems has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to the CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. Any entity that receives a subcontract must provide CONTRACTOR with their Unique Entity Identifier (formerly DUNS) and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) prior to contract execution; the Unique Entity Identifier (UEI) must be maintained in the contract file and be available for review upon request. The CONTRACTOR shall provide a copy of the contract and any modifications to Worksystems, upon request.

The failure by Worksystems to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through Worksystems, federal, State and local laws, regulations, policies, procedures and this Contract.

The CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide Worksystems with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of the CONTRACTOR will be provided to Worksystems for review and approval.

#### **15. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement**

CONTRACTOR is not an "officer", "employee", or "agent" of Worksystems, as those terms are used in ORS 30.265.

The CONTRACTOR shall perform all required work as an independent CONTRACTOR and in accordance with but not limited to: Personal Income Tax Laws (ORS Chapter 316); Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); conditions concerning payment, contributions, liens, withholding (ORS 279B.220; ) condition concerning payment for medical care and providing workers' compensation (ORS 279B.230); condition concerning hours of labor (ORS 279B.235); State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors (ORS 279B. 270); conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Agreement and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), Worksystems will not withhold from such compensation or payments any amount(s) to cover the CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

## 16. Employee and Participant Status and Rights

### A. Non-Employee Status of Trainees

Trainees in programs under this Agreement shall not be deemed federal, state, city or Worksystems employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

### B. Employment Terms, Benefits and Working Conditions

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

### C. Worksite Standards and Safety

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, COVID-19 exposure risks, and proficiency of the trainee.

Trainees enrolled under this Agreement shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by the State of Oregon and the Occupational Safety and Health Administration. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

### D. Charging of Fees to Participants

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

### E. Grievance Procedures

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with Worksystems' established policies and procedures. Procedures must comply with rules implementing the Workforce Innovation and Opportunity Act (WIOA).

The CONTRACTOR shall abide by Final Determinations issued under Worksystems, state or federal grievance processes. Participants receiving services must read and sign a copy of the CONTRACTOR's Grievance Procedure which shall be kept in the participant's file.

## 17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, Worksystems may take action in accordance with Worksystems Contract Monitoring policies provided or made available to CONTRACTOR, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 28.B Termination for Cause).

Worksystems may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform, and declaration of the

CONTRACTOR's ineligibility for the receipt of future awards from Worksystems. If, as a result of an Event of Default (Section 28.B Termination for Cause), Worksystems demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to Worksystems upon Worksystems' demand.

## 18. Indemnification and Hold Harmless

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless Worksystems, its Board of Directors, the Workforce Investment Board, the Awarding Agency, the Pass-Through Entity (if applicable), and their respective directors, officers, agents, representatives, and employees (the "Indemnified Parties"), from, for, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the acts or omissions of the CONTRACTOR or the CONTRACTORS employees, agents, or subcontractors work under this Agreement, including but not limited to, CONTRACTOR or the CONTRACTOR's employees' or subcontractors' failure to comply with COVID-19 Safety Requirements then in effect and as applicable.

Nothing in this Section 18 requires the CONTRACTOR to indemnify the Indemnified Parties against liability for damages by the negligence or misconduct of the Indemnified Parties. The CONTRACTOR, however, will be required to indemnify the Indemnified Parties to the extent that damages arise from the fault, negligence, or misconduct of the CONTRACTOR or the CONTRACTOR's employees, agents, or subcontractors.

Notice shall be promptly submitted to Worksystems of any action brought against the CONTRACTOR resulting from or related to this Agreement.

## 19. Equal Employment Opportunity and Nondiscrimination

The CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by the CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, youth offender (ORS Chapter 419A.004), sexual orientation or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship, or participation in the program funded under this Agreement. The CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract, including but not limited to the following:

- 1) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- 2) Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
- 3) Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- 4) Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;

- 5) Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 6) Nontraditional Employment for Women Act of 1991;
- 7) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- 8) Health Insurance Portability and Accountability Act of 1996;
- 9) Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- 10) Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;
- 11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- 15) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
- 16) If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
- 17) The requirements of any other nondiscrimination statute(s) which may apply to the application.

CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

## 20. Responsibility for Legal Compliance

It is the responsibility of the CONTRACTOR to comply with the following:

### A. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities

No funds under this Agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which

only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

## B. Applicable Laws, Regulations, and Policies

All other applicable, and presently existing or subsequently created or enacted, federal, state and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of Worksystems.

## C. Fraud Notification Requirements

CONTRACTOR must comply with Worksystems' requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to Worksystems' established policies and procedures for reporting and resolution.

## 21. Maintenance of Effort

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

## 22. Nepotism

CONTRACTOR shall comply with 20 CFR 683.200(g) and federal and State nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of the CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with the CONTRACTOR.

The term "immediate family" means wife, husband, life/domestic partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild. This includes aunts, uncles, nieces and nephews by blood or formal adoption only, but not such relationships by marriage.

**23. Code of Conduct**

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by funds received in connection with this Contract if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 22) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

**24. Patents and Copyrights**

The CONTRACTOR shall comply with the standards in 2 CFR Part 200 for the development, licensing, distribution and use of product(s) and material developed with this Contract.

**A. Patents**

The CONTRACTOR and Worksystems agree that this Contract shall be governed by Public Law 98-620, by the government wide regulations issued by the Department of Commerce at 37 CFR Part 401 for patents and inventions and implements Awarding Agency regulations. In accordance with these provisions, CONTRACTOR and Worksystems agree to promptly report all inventions made in the course of or under this Contract.

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants Worksystems and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

**B. Copyrights**

The CONTRACTOR agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this agreement without the consent of the copyright owner, unless it obtained specific written approval from Worksystems for the inclusion of such copyrighted materials.

**25. Public Information**

Whenever written or verbal information related to the services provided through this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name Worksystems and the Awarding Agency as providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in contract exhibits.

**26. Governing Law, Venue, Consent to Jurisdiction**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract 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. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between Worksystems and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

**27. Assurance**

By signing this Agreement, the authorized representative certifies that the CONTRACTOR:

**A. Financial Capability**

Has the legal authority to apply for federal, state or local assistance, enter into this Contract Agreement, and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project(s) described in this Agreement.

**B. Access to Records**

Will give Worksystems, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

**C. Conflict of Interest**

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the CONTRACTOR in order to maintain the integrity of this expenditure of Worksystems' funds and to avoid any favoritism or questionable or improper conduct.

**D. Complete the Work**

Will initiate and complete the work within the applicable time frame after receipt of approval from Worksystems.

**E. Political Activities**

Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the CONTRACTOR agrees to comply with, where applicable, Public



Law 101-121, which prohibits influencing federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of the state, local, or tribal government in policy making and administrative processes within the executive branch of the government.

#### F. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 2 CFR 200.214 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall provide an explanation to Worksystems.

## 28. Contract Termination

#### A. Termination for Convenience

This Agreement may be immediately terminated by the mutual consent of the parties.

Either party to this Agreement may terminate the agreement without cause by delivering a thirty- (30) day written notice of intent to terminate to the other party.

Worksystems may terminate this Agreement for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if Worksystems' funding or

other resources for programs serviced under this Agreement are withdrawn, suspended, or otherwise altered due to COVID-19.

#### B. Termination for Cause

Worksystems may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as Worksystems may establish in such notice, upon the occurrence of any of the following events:

- 1) CONTRACTOR'S misuse of funds provided under this Agreement or any other agreement CONTRACTOR has with Worksystems. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate federal, state or local laws or regulations.
- 2) Worksystems fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;
- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or Worksystems is prohibited from paying for such services from the planned funding source;
- 4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- 5) Significant changes in Worksystems priorities, as indicated by direct action of the Board of Directors of Worksystems.
- 6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Agreement, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, Worksystems shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

#### C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, the CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to Worksystems all documents, information, work-in-progress and other property as detailed in this contract and its exhibits.

#### D. Payment after Termination

In the event of early Contract termination initiated by either party for whatever reason, the CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided prior to the Contract termination date. It is understood that performance in compliance with the Statement of Work exhibit is a prerequisite to receiving payment.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to Worksystems for damages sustained by Worksystems by virtue of any breach of this Agreement by the CONTRACTOR, and Worksystems may withhold any payments to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due Worksystems from the CONTRACTOR is determined.

**E. Close Out Responsibilities and Procedures**

Upon notice of termination or expiration of this Agreement, regardless of the reason, CONTRACTOR will work with Worksystems to establish an acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all state and federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updating I-Trac data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

**29. Agreement Modifications**

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Notwithstanding the foregoing, all amendments created solely to incorporate new laws, rules, guidelines or policies adopted by authorities providing funding to CONTRACTOR through Worksystems shall bind both parties if signed by only Worksystems.

**30. Force Majeure**

Except as hereinafter provided in this Section, no delay or failure in performance by Worksystems shall constitute a default under this Agreement if the delay or failure is caused, in whole or in part, by a Force Majeure Event. A "Force Majeure Event" means any event beyond the control of Worksystems and that Worksystems is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, pandemic, medical epidemic, explosions and other catastrophes, governmental actions or orders, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

**31. COVID-19 Safety Requirements**

The novel coronavirus ("COVID-19") is a contagious disease that has been declared a global pandemic by the World Health Organization. National, state, and local governmental and health authorities have issued certain health and safety requirements and guidance for the general public and for some specific events or businesses to mitigate the risk of exposure to and transmission of COVID-19. CONTRACTOR attests that it is knowledgeable of and understands all current and applicable legal requirements and guidance concerning COVID-19 health and safety practices (collectively "COVID-19 Safety Requirements") and plans to implement and require COVID-19 Safety Requirements in connection with the purpose of this Agreement. CONTRACTOR understands that the COVID-19 Safety Requirements may change from time to time and acknowledges and understands that CONTRACTOR is responsible for ensuring that worksites selected for participant work-based training programs maintain full compliance with

all COVID-19 Safety Requirements at all times in connection with the purpose of this Agreement.

By appropriate written agreement, the CONTRACTOR shall require CONTRACTOR's subcontractors to be bound to the CONTRACTOR by terms of this Section's COVID-19 Safety Requirements and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for ensuring and requirement compliance of all COVID-19 Safety Requirements in connection with this Agreement. Each subcontractor agreement shall reserve and protect the rights of Worksystems under this Agreement with respect to any issues related to COVID-19 so that subcontracting will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by this Agreement, has against Worksystems.

**32. Financial Billing and Reporting Requirements**

**A. Billing Due Dates**

CONTRACTOR shall submit monthly to Worksystems' Administrative Contact all contract billings by the 20th day of the month following the period billed.

**B. Final Billing for Close-Out**

The final billing for all City of Portland or CDBG-funded activities is due on June 15 of each year this Agreement is in effect. No charges for City of Portland or CDBG funds submitted after this date will be reimbursed.

The final billing for all A Home for Everyone (AHFE) funded activities is July 5 of each year this Agreement is in effect. No charges for AHFE funds submitted after this date will be reimbursed.

The final billing for all Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Services is October 15 of each year this Agreement is in effect. No SNAP E&T charges will be billed, reimbursed and/or matched after this date.

All Contract billings shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for each contract referencing this Agreement. No charges submitted more than 45 days after end of this 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 Section 28.E.

**C. Interim Billing Dates.**

All Contract billings for the period through June 30 of any year will be submitted no later than August 15 of that year. This will constitute the final Agreement billing request for this time period. No charges submitted after this date will be reimbursed for any time period preceding June 30 of any year.

**D. Financial Status Reports**

If required by the funding source, Financial Status Reports for the calendar quarter must be received by Worksystems by the 20th 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 workbook to be used for this purpose.

**33. Expenditure Restrictions**

**A. Cost Reimbursement**

This Agreement is based on a cost-reimbursement method of payment unless otherwise noted in the Budget exhibit.

**B. Purchase and Maintenance of Equipment**

Equipment or capital outlays may not be purchased with contract funds provided under this Agreement unless expressly allowed for in the Budget Conditions.

When allowed, all purchases must comply with 2 CFR 200.310-327, State, and Worksystems property policies. The CONTRACTOR shall obtain Worksystems' written approval before purchasing equipment which has a useful life of more than one year. For equipment purchases with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, Awarding Agency approval is required and will be sought by Worksystems upon written request from CONTRACTOR. CONTRACTOR may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

CONTRACTOR shall maintain an up-to-date inventory listing of all equipment and other assets purchased by Worksystems for the CONTRACTOR's program or purchased by CONTRACTOR with funds provided under each contract referencing this Agreement. CONTRACTOR shall implement adequate maintenance procedures to keep such property in good condition.

Inventory records must include the following data on each item with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, and/or for those items directed by Worksystems to be included in the inventory: Description; serial number; title holder; acquisition date and cost; percentage of federal participation in the cost; location, use, and condition of the property; and any ultimate disposition data including date of disposal and sale price. The CONTRACTOR shall conduct an annual physical inventory of such property for submission to the Worksystems Administrative Contact at the end of each fiscal year.

Equipment purchased with funds under this Agreement shall be intended for use and benefit of participants and activities under this Agreement.

Ownership of all inventoried equipment directly charged to the funds under this Agreement and other assets purchased by Worksystems for the CONTRACTOR's Program rests with Worksystems. Worksystems may take possession of all such property at any time during and upon termination or expiration of this Agreement. All such property shall be returned to Worksystems within thirty (30) days after the contract has terminated or expired unless otherwise authorized by Worksystems.

**C. Consultants**

Consultant fees paid under this Agreement shall be limited as provided in Federal Acquisition Regulation Clause 31.205-33 or other applicable state or federal law. The current limitation for Federal funds is \$710 per day.

**D. Salary and Bonus Limitations**

Under Public Law 113-235, Section 105, none of the funds appropriated under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located at [www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level](http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level). The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients

of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of cost of living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

**E. Responsibility for Cost Reduction**

For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other federal, state, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

**34. Financial Documentation for Billing**

Financial backup documentation is not required with monthly billings. Worksystems retains the right to ask for backup documentation at any time. Upon request, CONTRACTOR will provide copies of actual source documents or general ledger detail supporting all invoiced expenditures at the time of billing. When general ledger detail is not available or source documentation is excessive, CONTRACTOR may provide a summary of the detail with an attestation to the validity of the information and will maintain the detailed back up as outlined in Section 13 of this exhibit.

**35. 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 4 GB RAM or more, and 20 GB or more of available disk space.
- E. One of the following Internet browser programs: Chrome-based Microsoft Edge, or the latest version of Google Chrome, including Chrome for macOS.
- F. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

### 36. Security of Information

#### A. Personally Identifiable Information

CONTRACTOR must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

#### B. 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 an 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.

#### C. 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.

#### D. 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.

### 37. 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, 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 Agreement from

Worksystems. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

### 38. 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 CONTRACTOR 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.

### 39. Leveraged Resources

Leveraged resources are defined as all resources used by the CONTRACTOR to support activity and outcomes of this Agreement, whether those resources meet federal standards for "match" funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by Worksystems.

### 40. Business Relocation Service Prohibitions

Refer to WJOA 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.

### 41. Public Announcements

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

### 42. Funding Acknowledgement

All written brochures, training materials, curriculum and other written materials whose development is supported in whole or in part with funds provided under this Agreement must contain a funding acknowledgement. The specific language required will be provided by Worksystems upon CONTRACTOR request.

### 43. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, to ensure that the federal investment of DOL funds has 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 created with the support of federal funds provided through this Agreement 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 [creativecommons.org/licenses/by/4.0](http://creativecommons.org/licenses/by/4.0). Instructions for



marking your work with CC BY can be found at [wiki.creativecommons.org/Marking\\_your\\_work\\_with\\_a\\_CC\\_license](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.

#### 44. Intellectual Property Rights

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; i) the copyright in all products developed under any grant provided under this Agreement, including products developed under a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient or subrecipient or a contractor purchases ownership under an award (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. The CONTRACTOR, however, may use Federal funds to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. 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 (2 CFR 200.307).

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."

#### 45. WorkSource Portland Metro Centers

If CONTRACTOR is the primary provider of WIOA IB Adult and Dislocated Worker services and training services for other contracted grants within a WorkSource Portland Metro Center, CONTRACTOR is a partner in the WorkSource Portland Metro system and as such acts as a representative and agent of the system in the delivery of program services available through the federal, state, and local grants. This means that CONTRACTOR has authority to sign on behalf of the WorkSource system on training agreements that are required for work-based training programs, including but not limited to, On-the-Job Training Agreements, Employer Workforce Training Agreements, and others that may be developed and communicated through program policy and regional program standards to support service delivery.

If the CONTRACTOR becomes a partner within a WorkSource Center that is located within a State of Oregon Employment Department office, CONTRACTOR will assure that any lease or sub-lease for the WorkSource Center space includes a transfer clause to Worksystems. In the event any contract referencing this Agreement is terminated by either party, CONTRACTOR agrees to transfer the lease/sub-lease and relinquish the space to Worksystems for use by the new service provision CONTRACTOR. Additionally, the CONTRACTOR may not move the workforce development program out of the WorkSource Center without written approval from Worksystems. If the CONTRACTOR is leasing additional space within the WorkSource Center for another program, that relationship will not be impacted by any changes to this Agreement or any contract referencing this Agreement.

#### 46. 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 Agreement 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 31 U.S.C. Sec. 1352. 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.

#### 47. Veteran's Priority Provisions:

38 U.S.C. 4215 requires CONTRACTOR 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 this priority of service can be found at 20 CFR part 1010. In circumstances where CONTRACTOR 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 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. CONTRACTOR 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 [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

**48. 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 Agreement, 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 48.B.1;
- 4) Notifying the employee in the statement required by paragraph 48.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.

**49. 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.

**50. 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).

**51. Federal Funding Accountability and Transparency Act**

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$30,000 to register with the System for Award Management (SAM) and receive a Unique Entity Identifier (UEI).

CONTRACTOR represents and warrants that it is currently registered with SAM and has provided Worksystems with its UEI. CONTRACTOR shall properly maintain its SAM registration and will notify Worksystems of any changes in its registration status, including but not limited to a change to its UEI for any reason.

**52. 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 each contract referencing this Agreement.

**53. Limited English Proficiency (Executive Order 13166)**

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. CONTRACTOR is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

**54. Seat Belts (Executive Order 13043)**

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.

**55. Prohibition on Trafficking in Persons (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))

**56. 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 this Agreement. 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).

**57. 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 <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

**58. 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 41 U.S.C. 8301 through 8303 (commonly known as the "Buy American Act").

**59. 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.

**60. 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.

**61. Violation of the Privacy Act**

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

**62. Insurance Requirements**

CONTRACTOR shall provide insurance coverage at its own expense, issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by Worksystems), and in a form reasonably satisfactory to Worksystems, that meets the requirements of this Section 62. All insurance carried by the CONTRACTOR must be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Except as otherwise required below, CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits to any insurance required under this Section 62 without thirty (30) days advance written notice from the CONTRACTOR to Worksystems.

If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new coverage and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance under this Section 62. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, Worksystems may terminate this Agreement, subject to the provisions of this Agreement.

**A. General Liability Insurance**

CONTRACTOR must carry a Commercial General Liability (CGL) insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. . The CGL coverage shall include all major coverage categories including without limitation bodily injury, property damage, and contractual liability.

**B. Motor Vehicle Liability Insurance**

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for CONTRACTOR'S vehicles, whether owned, hired, or non-owned.

**C. Professional Liability Errors and Omissions Insurance**

Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

**D. Workers' Compensation Insurance**

The CONTRACTOR must carry Workers' Compensation Insurance sufficient to meet statutory limits. If the CONTRACTOR pays wages directly to trainees under this Contract, the CONTRACTOR must also carry Workers' Compensation Insurance sufficient to meet statutory limits that covers any and all such trainees. No Workers' Compensation Insurance has been

or will be obtained by Worksystems for the CONTRACTOR or for the CONTRACTOR'S employees and subcontractors.

**E. Sexual/Physical Abuse/Molestation Insurance**

If serving participants less than age 18, CONTRACTOR must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate.

**F. Bonding**

The CONTRACTOR shall carry Employee Dishonesty coverage on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. The coverage shall be in the amount of at least \$100,000 and shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

**G. Property and Equipment**

All property and equipment purchased by CONTRACTOR with funds received under this Agreement, or purchased on behalf of CONTRACTOR for the program site(s) covered under this Agreement, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

**H. Certificates of Insurance**

As evidence of the insurance coverage required by this Agreement, the CONTRACTOR shall furnish acceptable insurance certificates to Worksystems at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name Worksystems and each of its officers, agents, and employees as additional insured with respect to the CONTRACTOR's services to be provided under this Agreement. If requested, complete copies of any insurance policy shall be provided to Worksystems.

**I. Additional Insureds**

The Indemnified Parties shall be additional insureds on CONTRACTOR's insurance policies for CGL, Automobile Liability, and Sexual or Physical Abuse or Molestation Liability insurance policies for claims caused in whole or in part by CONTRACTOR's negligent acts or omissions.

**J. Subcontractor Insurance**

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this Agreement, unless this requirement is expressly modified or waived by Worksystems in writing.

**63. Definitions**

Capitalized terms not defined in this Agreement have the meanings given to them in Worksystems policies and procedures or the Workforce Innovation and Opportunity Act, as amended (29 USC 32), and any subsequently issued guidance and regulations thereto.

**64. Additional Community Development Block Grant (CDBG) Requirements**

Where CDBG funding is included in a this Agreement, CONTRACTOR shall:

- A. Comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended

(12 USC 1701a), and regulations pursuant thereto (24 CFR Part 135).

- B. Carry out its activities in compliance with 24 CFR 570 excepting the responsibilities identified in 24 CFR 570.604 and 570.612.
- C. Comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7). Upon expiration of the agreement, CONTRACTOR shall transfer to Worksystems and CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- D. To the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

**65. Additional Prosper Portland Compliance**

Where funding through Prosper Portland as the Pass-Through Entity is included in this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to collectively as the "CONTRACTOR") agrees as follows:

- A. CONTRACTOR shall comply with the Federal Regulations relative to nondiscrimination in federally-assisted programs as set forth in 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this contract.
- B. CONTRACTOR, with regard to the work performed by it under this Agreement, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships in the selection and retention of contractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR Appendix B to Part 21.
- C. In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this contract and the Federal Regulations relative to nondiscrimination on the grounds of race, color, national origin, , sex, sexual orientation, age, religion, disability, marital status, or family relationships.
- D. CONTRACTOR shall provide all information and reports required by the Federal Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Prosper Portland or any state or federal agency to be pertinent to ascertain compliance with such Federal Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to Prosper Portland or any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, Prosper Portland shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to:
  - 1) Withholding of payments to CONTRACTOR under the contract until CONTRACTOR complies, and/or
  - 2) Cancellation, termination or suspension of the contract, in whole or in part.



- F. CONTRACTOR shall include the provisions of paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Regulations, or directives issued pursuant thereto.
- G. CONTRACTOR shall take such action with respect to any CONTRACTOR procurement as Prosper Portland or any state or federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a CONTRACTOR or supplier as a result of such direction, CONTRACTOR may request Prosper Portland to enter into such litigation to protect the interests of Prosper Portland, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- H. CONTRACTOR shall have the responsibility to inquire as to which agencies, if any, have a regulatory interest in the contract and comply with any resulting regulations or requirements.
- I. CONTRACTOR will comply with the equal employment and non-discrimination requirements of the Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of CONTRACTORS), and Chapter 23-Civil Rights.
- J. CONTRACTOR shall hold harmless, defend, and indemnify Prosper Portland and Prosper Portland's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from CONTRACTOR's work or any subcontractor's work under this contract.
- K. CONTRACTOR agrees to comply with the applicable provisions of 24 CFR 570.200(j), Executive Order 13279 (Equal Protection for the Laws for Faith-Based and Community Organizations), pursuant to 570.607(a) regarding the use of federal funds by religious organizations and pursuant to 41 CFR chapter 60.
- L. CONTRACTOR shall maintain fiscal records on a current basis to support its billings to Worksystems for reimbursement from Prosper Portland. CONTRACTOR shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for a minimum of five (5) years from the date of completion or termination of Contract - or for three years (3) after the acceptance of the final expenditure report (closeout) for the funding period - whichever date is latest.

Worksystems, Prosper Portland or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of CONTRACTOR regarding its billings or its work hereunder.

**66. Additional Department of Community Justice (DCJ) Compliance**

Where funding through Multnomah County Department of Community Justice as the Pass-Through Entity is included in this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to collectively as the "CONTRACTOR") agrees as follows:

- A. No individual currently under juvenile or adult probation, parole, or post-prison supervision may perform services on any DCJ contracted program, whether directly or indirectly.
- B. If CONTRACTOR is contacted by the media for information regarding services and/or clients served under this Contract, CONTRACTOR is required to notify Worksystems who will determine and coordinate the appropriate response.
- C. CONTRACTOR shall notify Worksystems by telephone within the same working day of a critical incident. If the incident occurs after

normal business hours or on a holiday or weekend, the report is to be made on the next business day. CONTRACTOR will work with Worksystems to complete a written report for submission to Multnomah County within three (3) business days of the incident. A critical incident is defined as:

- 1) Any event likely to elicit heightened public interest or litigation;
- 2) an incident that punishes, endangers, or otherwise harms a consumer as a result of staff action or inaction;
- 3) the death of a client
- 4) a suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client;
- 5) criminal charges brought against a staff member or subcontract staff member involving a client;
- 6) professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation;
- 7) a medication error which results in a client death, serious injury, or hospitalization;
- 8) actions by a client that result in the death or serious injury of another person; and
- 9) any incident deemed by CONTRACTOR to be of a critical nature.

Worksystems and the Deputy Director of DCJ shall determine the appropriate follow-up. CONTRACTOR shall fully cooperate in any fact-finding inquiry that may be conducted.

- D. Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.

**67. Additional A Home for Everyone Compliance**

Where funding through Multnomah County as the Pass-Through Entity for the A Home for Everyone program is included in this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to collectively as the "CONTRACTOR") agrees as follows:

- A. **Maintenance of Records:** CONTRACTOR shall maintain fiscal records on a current basis to support its billings to Worksystems for reimbursement from the Joint Office of Homeless Services (JOHS). CONTRACTOR shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for a minimum of six (6) years from the date of completion or termination of Contract.

Worksystems, JOHS or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of CONTRACTOR regarding its billings or its work hereunder.

**B. Rules**

- 1) CONTRACTOR will comply with the A Home for Everyone Community Guidelines, JOHS, City of Portland, Multnomah

County, and State of Oregon service definitions, Administrative Rules, updates to current program instructions, service manuals with contract conditions, Countywide Contractor's Fiscal Policies and Procedures manual, the specifications and evaluation criteria contained in the applicable Request for Program, Request for Application, Notice of Intent, CONTRACTOR's response to procurement documents, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR, including any subsequent revisions to these documents.

Unless otherwise waived by JOHS contract manager in writing, all requests for cost reimbursement of Direct Client Assistance, including rent and other client assistance funds, must include the following documentation:

- a) Non-Personally Identifying Client Identifier
- b) Date of Expenditure
- c) Vendor/Landlord name
- d) Amount of Expenditure
- e) Purpose of Expenditure (food, rent, transportation, utilities, etc.)

2) **Mandatory Reporting of Abuse and Neglect**

Contractor shall comply with child abuse (ORS 419B.005 - 419B.050 as amended), mentally ill and developmentally disabled abuse (ORS 430.731- 430.768) and elder abuse reporting laws (ORS 124.050 – 124.095) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances (and such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

3) **Organizational Commitment to Equity and Culturally Responsive Services**

JOHS is committed to ensuring that all services are provided either in a culturally specific or culturally responsive manner, as defined at [www.ahomeforeveryone.net](http://www.ahomeforeveryone.net). In order to help ensure that this occurs, CONTRACTOR must complete an organizational equity assessment and has up to a year to complete an equity plan. JOHS has an equity tool available for CONTRACTORS, or they may select or create their own. CONTRACTOR will annually submit an equity progress report as required by this section.

CONTRACTOR Equity Plans are required to be submitted to JOHS annually by July 31 and must contain measurable objectives, timelines, and identify persons responsible for elements addressed in the equity plan. CONTRACTOR must report on progress and other relevant actions or activities related to advancing equity in an annual progress report.

4) **Critical Incident Reporting**

CONTRACTOR shall submit an incident report to the Contract Manager as soon as possible and within three days of the incident if it involves a serious safety threat to staff or clients, elicits the CONTRACTOR's crisis or tragedy response, or impacts an agency's ability to deliver services. Incident reports should include at a minimum date of incident, time, location, program, incident description, action taken by staff, and follow-up.

5) **Accountability**

JOHS requires that CONTRACTOR has written policies and procedures that ensure staff and volunteers provide respectful and effective services.

a) **Grievances.** CONTRACTOR will establish a system of written procedures through which a program participant or their family member may present grievances about the operation of services. CONTRACTOR shall make grievance processes readily accessible and available to participants and shall provide advice to such persons as to the grievance procedure when requested. CONTRACTOR must keep record of all grievances received in the contract year and provide evidence in client files (when applicable) that shows client has been made aware of the agency's grievance procedures. CONTRACTOR must make grievances available to JOHS or Worksystems upon request.

b) **Participant and Staff Feedback.** CONTRACTOR will demonstrate accountability to participants and staff through processes that gather participant and staff feedback about the operation of services. Feedback will be made available to JOHS or Worksystems upon request.

c) **Termination of Services/Exclusion Policy.** CONTRACTOR will have written termination and/or exclusion policy that appropriately protects the interests of participants by 1) applying a trauma-informed and equity lens to evaluating rule violations; 2) imposing sanctions short of termination wherever reasonably possible; 3) informing participants in clear terms of the reason for their termination and/or exclusion from a program; and 4) outlines the process for grieving the decision. Except in extreme situations, termination and exclusion policies should allow for re-entry into programming under appropriate conditions.

d) **Connect Oregon – Unite Us.** CONTRACTOR may not use Connect Oregon – Unite Us to accept referrals into JOHS-funded services without permission from the JOHS. This permission is to be secured through Worksystems' Contract Manager.

e) **COVID-19.** CONTRACTOR shall operate all services in alignment with current Multnomah County Public Health COVID-19 guidance, which may impact program capacity as well as other outputs and outcomes.

6) **Employee/Volunteer/Family Member Participation in Service**

CONTRACTOR must establish a written procedure through which CONTRACTOR's own employees may access services provided by the CONTRACTOR. CONTRACTOR shall make them accessible upon request and available for employees, volunteers, and family members of employees.

7) **Emergency Management Plan**

CONTRACTOR agrees to develop and maintain an Emergency Management Plan that ensures the most vulnerable residents of Multnomah County receive essential services when an emergency event occurs.

8) **Operating Hours**

Contractor shall give Notice to Worksystems in writing, ten (10) working days in advance of any change in operating hours, temporary (three [3] months or less) closure of admissions to any service funded through this Contract, or temporary closure for any reason other than Contractor's standard holidays. Contractor shall immediately notify Worksystems in the case of unanticipated closures.

9) **Severe Weather**

When the County declares a severe weather event, the JOHS may request the CONTRACTOR to participate in the Severe Weather response, and the CONTRACTOR can choose to participate as requested. All Severe Weather response services performed by the CONTRACTOR must be approved by the JOHS and may include, but are not limited to, operating or providing on-site services to guests at overnight warming centers, emergency shelters, or day centers, conducting street outreach, providing transportation, and delivering supplies to people who need shelter or supplies during severe weather events. If CONTRACTOR provides Severe Weather response services or other essential services that can be extended for a severe weather event, CONTRACTOR may, with prior JOHS authorization, provide these expanded, severe weather services and invoice JOHS. The JOHS will pay CONTRACTOR on a cost reimbursement basis upon receipt of a proper invoice and documentation

10) **Contractor Publicity**

CONTRACTOR shall reference the JOHS as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system. JOHS reserves the right to approve the language used to reference Multnomah County or JOHS.

**68. Additional Office of Community & Civic Life Social Equity & Educational Development (SEED) Compliance**

Where funding through the City of Portland as the Pass-Through Entity for the SEED program is included in this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to collectively as the "CONTRACTOR") agrees as follows:

A. **Insurance Requirement – Sexual/Physical**

**Abuse/Molestation Insurance.** Regardless of the ages of participants served, CONTRACTOR shall acquire and keep in effect during the term of this Contract, physical abuse and sexual molestation liability insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the City of Portland covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the CONTRACTOR is responsible including but not limited to CONTRACTOR and CONTRACTOR's employees and volunteers. Policy endorsement's definition of an insured shall include the CONTRACTOR, and the CONTRACTOR's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1 million per occurrence. Any annual aggregate limit shall not be less than \$3 million. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**69. Oregon False Claims Act**

CONTRACTOR acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by CONTRACTOR pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, CONTRACTOR certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it

makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against CONTRACTOR. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

Grantee shall immediately report in writing, to Worksystems, who will forward the report to the Higher Education Coordinating Commission (funder), any credible evidence that a principal, employee, agent, or subcontractor of CONTRACTOR, or any subgrantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by funder under this Agreement.

## 1. Definitions

Capitalized terms will have the following meanings:

**Applicable Laws** means all federal, state, and local laws related to data security, data protection, data privacy, data breaches, and any similar subject matter that may be applicable to Personal Information provided to CONTRACTOR for Use under this Agreement. This may include, but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, and similar laws and their associated regulations as amended from time to time.

**Authorized Employees** means CONTRACTOR's employees who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement.

**Authorized Persons** means (i) Authorized Employees; and (ii) CONTRACTOR's subcontractors and agents who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms of this Agreement.

**Best Industry Practices** means that degree of skill, quality, care, foresight, or operating practice that would reasonably and ordinarily be expected of a skilled and competent service supplier in the same industry as CONTRACTOR under the same or similar circumstances as contemplated in this Agreement.

**Highly Sensitive Personal Information** means an individual's (i) government-issued identification number (including, but not limited to, Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information; or (iii) biometric, genetic, health, medical, or medical insurance data.

**Personal Information** means information provided to CONTRACTOR by or at the direction of Worksystems, information which is created or obtained by CONTRACTOR on behalf of Worksystems, or information to which access was provided to CONTRACTOR by or at the direction of Worksystems, in the course of CONTRACTOR's performance under this Agreement that: (i) identifies or can be used to identify an individual (including without limitation names, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), including, without limitation, all Highly Sensitive Personal Information.

**Security Breach** means any actual or suspected compromise of security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by CONTRACTOR (or any Authorized Persons) that relate to the protection of the security, confidentiality, or integrity of Personal Information. Without limiting the foregoing, a compromise includes any unauthorized access to or unauthorized disclosure or acquisition of Personal Information.

**Use** means, with respect to Personal Information, sale, rental, creation, collection, acquisition, receipt, transfer, transmission, storage, disposal, use, distribution, or disclosure.

## 2. Standard of Care

- A. CONTRACTOR will comply with the terms and conditions set forth in this Agreement in its Use of Personal Information and be responsible for any unauthorized Use of Personal Information under its control or in its possession, including by any Authorized Persons.
- B. CONTRACTOR will:
  - 1) Keep, maintain, and Use all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized Use.
  - 2) Not Use Personal Information in violation of Applicable Laws.
  - 3) Use Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided to CONTRACTOR pursuant to the terms and conditions of this Agreement, and not Use or make available Personal Information for CONTRACTOR's own purposes or for the benefit of anyone other than Worksystems, in each case, without Worksystems' prior written consent.

- 4) Not directly or indirectly disclose Personal Information to any person other than Authorized Persons unless and to the extent required by Applicable Laws, in which case, CONTRACTOR will use best efforts to notify Worksystems before such disclosure or as soon thereafter as reasonably possible.

### **3. Information Security**

- A. CONTRACTOR represents and warrants that its Use of Personal Information does and will comply with all Applicable Laws.
- B. CONTRACTOR will implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- C. Without limiting CONTRACTOR's obligations under Section 3(A), CONTRACTOR will implement administrative, physical, technical, and organizational safeguards to protect Personal Information from unauthorized Use, destruction, alteration, accidental loss, or damage that are no less rigorous than Best Industry Practices, including the National Institute of Standards and Technology Cybersecurity Framework or other applicable industry standards for information security, as amended from time to time, and will ensure that all such safeguards, including the manner in which Personal Information is Used, comply with Applicable Laws, as well as the terms and conditions of this Agreement.
- D. At a minimum, CONTRACTOR's safeguards for the protection of Personal Information must include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls; (vi) encrypting Highly Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) segregating Personal Information from information of CONTRACTOR or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments and promptly implementing a corrective action plan to correct any issues that are reported as a result of the assessments; (x) implementing appropriate personnel security procedures and practices, including conducting background checks consistent with Applicable Laws; and (xi) providing appropriate privacy and information security training to CONTRACTOR's employees. CONTRACTOR's safeguards must also satisfy the minimum standards of all Applicable Laws.

### **4. Security Breach Procedures**

- A. CONTRACTOR will notify Worksystems of a Security Breach as soon as practicable, but no later than twelve (12) hours after CONTRACTOR becomes aware of it by emailing Worksystems at [support@i-trac.org](mailto:support@i-trac.org) with a copy by email to CONTRACTOR's primary business contact within Worksystems.
  - 1) The email to Worksystems must include a brief description of the Security Breach, the type of Security Breach (e.g., electronic, data systems, paper files), the steps CONTRACTOR has taken to address the Security Breach and the contact names of CONTRACTOR staff member that Worksystems is to work with responding to the Security Breach.
  - 2) Worksystems will designate a Worksystems staff member that will act as the CONTRACTOR's primary point of contact for further coordination of the parties' response to the Security Breach as further described below.
- B. Immediately following CONTRACTOR's notification to Worksystems of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. CONTRACTOR agrees to fully cooperate with Worksystems in Worksystems' participation in the matter, including, without limitation: (i) conducting or assisting with any investigation; (ii) providing Worksystems with physical access to the facilities and operations affected; (iii) performing or facilitating interviews with CONTRACTOR's employees and others involved in the matter; and (iv) reviewing or making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Laws, Best Industry Practices, or as otherwise required by Worksystems.
- C. CONTRACTOR will at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including without limitation taking any and all action necessary to comply with Applicable Laws. CONTRACTOR will reimburse Worksystems for all actual costs incurred by Worksystems in responding to, and mitigating damages and losses caused by, any Security Breach, including, but not limited to, all costs of investigation, notice, and remediation.
- D. CONTRACTOR will not inform any third party of any Security Breach without first obtaining Worksystems' written consent from either the Executive Director, Chief Operating Officer or Chief Program Officer. Worksystems will have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, or otherwise in Worksystems' discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- E. CONTRACTOR agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

- F. CONTRACTOR agrees to fully cooperate at its own expense with Worksystems in any litigation, investigation, or other action deemed necessary by Worksystems to protect its rights and defend its actions relating to the Use, protection, and maintenance of Personal Information.

**5. Oversight of Security Compliance.**

Upon Worksystems' request, CONTRACTOR will allow Worksystems or, upon Worksystems' election, a third party on Worksystems' behalf, to perform an assessment of all controls, safeguards, and information security programs in CONTRACTOR's environment in relation to all Personal Information being handled pursuant to this Agreement. CONTRACTOR will fully cooperate with such assessment. In addition, upon Worksystems' request, CONTRACTOR will provide Worksystems with the results of any audit performed by or on behalf of CONTRACTOR that assesses the effectiveness of CONTRACTOR's controls, safeguards, and information security program as relevant to the security and confidentiality of Personal Information Used during the course of this Agreement.

**6. Return or Destruction of Personal Information.**

At any time during the term of this Agreement, at Worksystems' request or upon the termination or expiration of this Agreement for any reason, CONTRACTOR will, and will instruct all Authorized Persons to, promptly return to Worksystems all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to Worksystems that such Personal Information has been returned to Worksystems or disposed of securely in accordance with Best Industry Practices and Applicable Laws. CONTRACTOR will comply with all directions provided by Worksystems with respect to the return or disposal of Personal Information.

**7. Equitable Relief.**

CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in this Agreement may cause Worksystems irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Worksystems is entitled to seek equitable relief in addition to any other remedy to which Worksystems may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity.

**8. Indemnification.**

Without limiting CONTRACTOR's obligations under any other term or condition of this Agreement, CONTRACTOR will defend, indemnify, and hold harmless Worksystems and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "Worksystems Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, administrative proceedings, agency actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing benefit payments from any insurance providers, arising out of or resulting from CONTRACTOR's acts, omissions, or failure to comply with any of its obligations under this Agreement.

9. To the extent of a conflict between this Exhibit and the Agreement, this Exhibit will control.



**Economic Opportunity Program**

**I. Budget**

SUMMARY BUDGET				
Funding Source & Funding Source Code	WIOA Adult Fund 200	City General Fund 455	CDBG Fund 456	Total Charged to Contract
Budget Line Item	Budget Amount	Budget Amount	Budget Amount	
Personnel: Program Delivery	\$0	\$0	\$0	\$0
Personnel: Administration	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0
Participant Expense	\$0	\$0	\$0	\$0
Indirect	\$0	\$0	\$0	\$0
<b>Total Summary Budget</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**II. Payments**

- A. In addition to the methods outlined in the Notices section of Terms and Conditions, Worksystems will make CONTRACTOR payments using electronic fund transfers at the request and approval of CONTRACTOR.

**III. Expenditure Restrictions**

**A. Expenditure Period**

Funds provided under this Contract may only be expended during the contract term.

**B. Final Billing Dates**

Due dates are subject to change if requirements are revised by the funding source. If this occurs, the changes will be communicated to the Fiscal Contact listed via email.

**C. Cost Reimbursement**

This Contract is based on a cost-reimbursement method of payment.

**D. Indirect Cost Rate**

The Indirect Cost Rate is **XX.XX** percent and applies to Modified Total Direct Costs (as defined in 2 CFR § 200.1 Modified Total Direct Costs).

**E. Prohibited Use of Funds**

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed by WIOA or the funding source and will be subject to federal, state, and local rules:

- 1) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special federal disaster relief assistance grant.
- 2) Expenses prohibited or unallowable under any other federal, state, or local law or regulation, including foreign travel.
- 3) General economic development and related employment generating activities.
- 4) Capitalization of businesses.
- 5) Investment in contract bidding resource centers.
- 6) Investment in revolving loan funds.
- 7) Drug testing except to facilitate the hiring process.
- 8) The wages of incumbent employees during their participation in training when funded by WIOA.

- 9) Costs associated with general agency fund-raising activities are not allowable.
- 10) Program Administration and Indirect costs are not allowable to Community Development Block Grant (CDBG) funds.
- 11) Food costs are not allowable to WIOA, City of Portland General Funds or CDBG funds, not even for participants.
- 12) Depreciation costs are not allowable to A Home for Everyone (AHFE) funds.
- 13) For AHFE funds, IT costs, fiscal services, audit services, and payroll services are considered Administrative costs and must be included in the Indirect line-item. Indirect costs for AHFE funds are limited to 15 percent of the total CONTRACTOR award.

#### **F. Budget Line Flexibility**

Budget Line Flexibility set forth in this Section applies separately to each Funding Source Code shown within the Budget set forth in Section I. Allowable over-expenditures in a budget line item under one Funding Source Code may not be transferred from any other unexpended/under-expended budget line item(s) under another Funding Source Code without a formal Budget modification. The Worksystems Manager for this agreement is the Community Programs Manager.

- 1) Expenditures by Funding Source may not exceed the Total Summary Budget for the Funding Source. Fund expenditures must be used to provide services to participants eligible for and enrolled in the Funding Source program(s).
- 2) Indirect Cost expenditures may not exceed the Indirect line-item budget amounts. The indirect cost rate on the final contract billing may not exceed the Indirect Cost Rate in Section D.  
  
Contracts that include a SNAP program budget may not exceed the Indirect Cost Rate in Section D and will be monitored quarterly.
- 3) Where there is a Subcontractor line-item budget, Subcontractor expenditures may not exceed the Subcontracts line-item budget amounts.
- 4) In Funding Source Budgets that include a separate project for SNAP E&T, line-item costs in the SNAP E&T project and the corresponding non-SNAP project may be used interchangeably to cover under- or over-expenditures between the two projects.
- 5) Direct cost budget line-item variance within a funding source, up to 20 percent of the total budget of the funding source, is allowed without prior approval.
- 6) Direct cost line-item variance within a funding source that exceeds 20 percent of the total budget of the funding source requires a budget modification to the contract.
- 7) Direct cost budget variances that impact the Statement of Work and agreed upon outcomes or deliverables requires a budget modification to the contract.
- 8) Specific to City General Fund and CDBG Fund, Worksystems may, with the approval of both Worksystems' CFO and Worksystems Manager, move allowable expenditures between the two funds for any line item to meet funder spend out requirements. When expenditures are moved a year-end report will be provided to CONTRACTOR by Worksystems Fiscal Department so CONTRACTOR may update their records accordingly.
- 9) Formal Budget modifications may be granted by Worksystems on written request from the CONTRACTOR, provided there is sufficient justification documented for the change(s) based on program objectives.