



**1. Notices**

All contract-related notices and payments shall be in writing and shall either be personally delivered, e-mailed as an attachment, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, 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/or local funds and this Agreement is subject to termination due to lack of funds or authorization. When WWP is notified of any funding or regulatory changes, WWP will provide CONTRACTOR notice of changes within 30 days of WWP notification.

**3. General Reporting Requirements**

CONTRACTOR shall submit all Financial, I-Trac, Program Performance, and all other reports required by WWP in accordance with the specified time frames in this contract. CONTRACTOR shall provide WWP 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 WWP may result in suspension of payments to CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, WWP may take action in accordance with Section 12 Disallowance of Payments.

**4. Program Objectives**

CONTRACTOR must meet program objectives outlined in Statement of Work & Performance Plan (Exhibit D), and any additional program objectives outlined in Special Conditions (Exhibit B).

**5. Administrative Capability**

Upon request, CONTRACTOR will provide WWP 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 Financial Audit
- B. Management Letter
- 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. Personnel Policies
- I. Procurement/Purchasing Policies
- J. Timekeeping Policies
- K. Travel and Expense Policies

**6. 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 & Performance Plan (Exhibit D), and within limitations outlined in Special Conditions (Exhibit B). 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 guidelines established in Special Conditions (Exhibit B). 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 (identified on the signature page of this Contract) and WWP 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. Construction, Remodeling, or Renovation**

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

**7. Payment Request Process**

CONTRACTOR must submit a timely and accurate payment request by submitting a completed Report of Expenditures using the workbook provided by WWP. Report of Expenditures and any requested supporting documentation must be e-mailed to WWP at [accounting@willwp.org](mailto:accounting@willwp.org)

Upon receipt of CONTRACTOR's payment request with any required documentation, WWP will review the request for accuracy and compliance with the Contract Agreement and will issue payment within 30 days of approval.

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.

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

**8. 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/or accounts payable ledgers. Documentation will have appropriate approval signatures.

For participant direct payments for supportive services, CONTRACTOR is responsible for documenting payments in accordance with WWP policies and procedures.

Copies of all source documentation for expenditures related to this contract must be provided to WWP upon request. Any additional documentation requirements will be specified in Exhibit B.

**9. Financial Management Standards**

CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the Organization's primary Financial Accounting System.

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.

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.

**10. Financial Audits and Compliance Monitoring**

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 CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, CONTRACTOR shall repay to WWP the amount of funds directly related to that violation.

CONTRACTOR will support all program compliance monitoring activities, including but not limited to WWP 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 WWP staff or their designees to monitor program and administrative compliance via on-site or virtual 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 or virtual 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.

#### **11. Disallowance of Payments**

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

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

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

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

#### **12. Records Standards, Access to Records and Record Retention**

##### **A. Records Standards**

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), WWP 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 WWP 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. 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 WWP may deem necessary, 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 26.B. Assurance: Access to Records of this Agreement.

This provision includes access to 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 WWP 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 CONTRACTOR's principal place of business, CONTRACTOR shall inform WWP 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 CONTRACTOR. Additionally, CONTRACTOR will inform WWP 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 WWP's service delivery area shall require prior written approval from WWP.

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

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

Federal record retention requirements applicable to this agreement are found at 2 CFR 200.333-337. 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. WWP 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 all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment. Participant files should be organized and stored by program year using the participant's year of exit.
- 4) 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.
- 5) 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.

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.

**13. Contracts and Assignments**

CONTRACTOR shall not subcontract, assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder.

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.

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

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

CONTRACTOR remains responsible for assuring compliance with requirements of the funding sources provided by or through WWP, Federal, State and local laws, regulations, policies, procedures and this Contract.

**14. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement**

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

CONTRACTOR shall perform all required work as an independent CONTRACTOR 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), WWP will not withhold from such compensation or payments any amount(s) to cover 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.

**15. 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 WWP 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 procedures for hearing and resolving grievances and complaints arising out of this Agreement,. 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**

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

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

**16. Performance Failure**

In the event CONTRACTOR fails to perform under this Agreement, WWP may take action in accordance with WWP 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).

WWP 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 CONTRACTOR's ineligibility for the receipt of future awards from WWP. If, as a result of an Event of Default (Section 27.B Termination for Cause), WWP demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to WWP upon WWP's demand.



### 17. Indemnification and Hold Harmless

To the extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless WWP, its Board of Directors, the Workforce Investment Board, the Awarding Agency, the Pass-Through Entity (if applicable) and their respective 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 CONTRACTOR's employees 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.

Nothing in this Section 17 requires CONTRACTOR to indemnify the Indemnified Parties against liability for damages caused in whole or in part 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 or subcontractors.

### 18. Equal Employment Opportunity and Nondiscrimination

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 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. 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:

- A. 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;
- B. 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;

- C. 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;
- D. Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- E. Nontraditional Employment for Women Act of 1991;
- F. 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;
- G. Health Insurance Portability and Accountability Act of 1996;
- H. Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- I. Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;
- J. 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;
- K. 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;
- L. 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;
- M. 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- N. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
- O. If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
- P. 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 CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by CONTRACTOR, as required.

### 19. Responsibility for Legal Compliance

It is the responsibility of 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.

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 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 WWP.

**C. Fraud Notification Requirements**

CONTRACTOR must comply with WWP's 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 WWP's established policies and procedures for reporting and resolution.

**20. 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.

**21. 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 CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with 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.

**22. 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 Nepotism) 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 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 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.

**23. Patents and Copyrights**

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**

CONTRACTOR and WWP 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 WWP 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 WWP and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

**B. Copyrights**

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 WWP for the inclusion of such copyrighted materials.

**24. 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, CONTRACTOR shall acknowledge and name WWP and the Awarding Agency as providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in Special Conditions (Exhibit B).

**25. 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 WWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.



## 26. Assurance

By signing this Agreement the authorized representative certifies that 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 described in this Agreement.

### B. Access to Records

Will give WWP, 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 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 CONTRACTOR in order to maintain the integrity of this expenditure of WWP 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 WWP.

### E. Political Activities

Will comply with the provisions of the Hatch Act (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, 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 CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall provide an explanation to WWP.

## 27. 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.

WWP may terminate this Agreement for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if WWP's funding or other resources for programs serviced under this Agreement are withdrawn, suspended, or otherwise altered due to COVID-19.

### B. Termination for Cause

WWP may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as WWP 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 WWP. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate Federal, state or local laws or regulations.
- 2) WWP 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 WWP 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 WWP priorities, as indicated by direct action of the Board of Directors of WWP.
- 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, WWP shall notify 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, 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. CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, 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, 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 WWP 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, 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 C) is a prerequisite to receiving payment.

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

#### **28. 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 WWP shall bind both parties if signed by only WWP.

#### **29. Force Majeure**

Except as hereinafter provided in this Section, no delay or failure in performance by WWP 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 WWP and that WWP 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

#### **30. 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 WWP 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 WWP.

#### **31. Definitions**

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

#### **32. 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 WWP), and in a form reasonably satisfactory to WWP, that meets the requirements of this Section 33. 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 31 without thirty (30) days advance written notice from the CONTRACTOR to WWP.

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 31. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, WWP 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 WWP 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 WWP at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name WWP and each of its respective 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 WWP.

**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 WWP in writing.





## 1. Financial Billing and Reporting Requirements

### A. Billing Due Dates

CONTRACTOR shall submit via e-mail to [accounting@willwp.org](mailto:accounting@willwp.org) the Report of Expenditures referenced in Exhibit A, Section 7: Payment Request Process to Willamette Workforce Partnership (WWP), by the 15th day of the month following the period billed.

### B. Cost Reimbursement

CONTRACTOR may request an advance payment of up to 10% of the total contract amount. These funds may only be spent on the allowable expenses in the contract budget. Thereafter, payment is on a cost reimbursement basis.

### C. Final Billing for Close-Out

Final Contract invoices shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for this Contract. No charges submitted more than 45 days after end of contract will be reimbursed. WWP may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Exhibit A, Section 27.E: Contract Termination, Close-Out Responsibilities and Procedures.

## 2. Expenditure Restrictions

The following additional expenditure restrictions apply to Exhibit E: Budget.

### A. Expenditure Period

These funds may only be expended within the dates of the Contract Period as stated in the Signature Page of the Contract Agreement.

### B. Purchase and Maintenance of Equipment

Equipment or capital outlays (items with an acquisition cost of \$5,000 or greater) may not be purchased with funds provided under this Contract.

### C. Consultants

Consultant fees are not an allowable cost under this Contract.

### D. Salary and Bonus Limitations

In compliance with Public Law 109-234 and section 111 of the Omnibus Appropriations Act 2009 (Public Law 111-8), none of the funds appropriated under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by CONTRACTOR 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 salary and bonus limitation does not apply to vendors providing goods and services as defined in 2 CFR 200. Reference DOL TEGL 5-06 for further clarification. Federal and State rules implementing the Workforce Innovation and Opportunity Act (WIOA) shall also apply.

## 3. Additional Termination Procedures

In the event of early Contract termination, CONTRACTOR shall deliver to WWP all documents, information, work-in-progress and other property that are or would be deliverables had the contract been completed. All finished or unfinished documents, data, and reports prepared by the CONTRACTOR using funds from this Contract falls under the provisions of Section 23 – Patents and Copyrights in Terms and Conditions (Exhibit A).

## 4. Additional Financial Documentation for Billing

CONTRACTOR will make available copies of actual source documents supporting all invoiced expenditures at the time of billing. When 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 12 - Records Standards, Access to Records and Record Retention (Exhibit A).

## 5. Technology and Participant Data Management

WWP 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 WWP allowing attachment size of at least 5 Megabytes.



Documentation of services will be maintained as directed by WWP policy and procedures. If CONTRACTOR is responsible for entering information into the I-Trac data management system, entry must be supported by required file documentation, staff or customer attestation, as outlined in WWP 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:

- A. PCs with 4 GB RAM or more, and 20 GB or more of available disk space.
- B. One of the following Internet browser programs: Microsoft Internet Explorer version 9 or newer; Google Chrome version 25.0 or newer.
- C. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

## **6. Security of Information**

### **A. Breach Notification**

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify WWP. 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.

### **B. Social Security Number Use**

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

### **C. Data and Record Security**

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

## **7. Program Income**

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

## **8. Stand-In Costs**

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

## **9. Matching Funds**

Matching Funds are defined as resources from an alternate source that are used in the same manner and at the same amount as the funds used in fulfilling this contract. Matching Funds that were expended by the CONTRACTOR must be reported as directed by WWP.



## 10. Leveraged Resources

Leveraged resources are defined as all resources used by the CONTRACTOR to support this Contract activity and outcomes, whether those resources meet Federal standards for “match” funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by WWP.

## 11. Prohibited Uses of Funds

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

- A. Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant.
- B. Expenses prohibited or unallowable under any other Federal, State or local law or regulation, including foreign travel.
- C. General economic development and related employment generating activities.
- D. Capitalization of businesses.
- E. Investment in Contract bidding Resource Centers.
- F. Investment in revolving loan funds.
- G. Drug testing except to facilitate the hiring process.
- H. The wages of incumbent employees during their participation in training when funded by WIOA. This does not include employer wage reimbursements for OJTs.

## 12. Business Relocation Service Prohibitions

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

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

## 13. Public Announcements

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

## 14. 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 Contract must contain a funding acknowledgement. The specific language required will be provided by WWP upon CONTRACTOR request.

## 15. Intellectual Property Rights

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

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the CONTRACTOR. CONTRACTOR will affix notice of the license to the work. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work with CC BY can be found at [http://wiki.creativecommons.org/Marking\\_your\\_work\\_with\\_a\\_CC\\_license](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 WWP.

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



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

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

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

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

## **16. WorkSource Centers**

When 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 WWP. In the event this contract is terminated by either party, CONTRACTOR agrees to transfer the lease/sub-lease and relinquish the space to WWP 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 WWP. 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 contract.

## **17. 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 WWP the CONTRACTOR certifies by signature of this Contract that:

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

## **18. Veteran's Priority Provisions:**

CONTRACTOR agrees to comply with Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient



give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.

## **19. Additional Assurance and Certification for Agreements over \$100,000**

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

By execution of this Contract, CONTRACTOR hereby provides WWP 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 21.B.1);
- 4) Notifying the employee in the statement required by paragraph 21.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 WWP 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.

## **20. Federal E-Verify System**

CONTRACTOR is responsible for following WWP 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.

## **21. Background Checks**

CONTRACTOR shall assure that background checks are conducted for any staff (including subcontractor staff) working with program participants. Background checks must be conducted, and the staff member must receive clearance, prior to working with program participants.



CONTRACTOR will further assure that any employee working with clients referred by the Oregon Department of Human Services (DHS) has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with DHS clients. Contractor shall establish verification by:

- a. Having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with contractor, or
- b. CONTRACTOR as an employer will contact the local OSP for an "Oregon Only" criminal history check on the applicant/employee. CONTRACTOR will need to give to OSP the applicant's name, birth date and social security number.

CONTRACTOR shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with DHS clients. If CONTRACTOR notes a conviction for any of the above listed crimes on the applicant/employee's record, and CONTRACTOR chooses to hire the employee/applicant, CONTRACTOR shall confirm in writing the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. CONTRACTOR will place this information, along with the applicant/employee's criminal history check in the employee's personnel file.

The criminal history check procedures listed above also apply to CONTRACTOR. CONTRACTOR shall establish a personal personnel file and place CONTRACTORS criminal history check in named file for the possibility of future DHS review.

## **22. 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).

## **23. Federal Funding Accountability and Transparency Act**

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

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

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

## **24. Text Messaging While Driving (Executive Order 13513 Section 4)**

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

## **25. Limited English Proficiency**

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

## **26. Seat Belts**

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

## **27. 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))



**28. Special Requirements for Conferences and Conference Space**

CONTRACTOR must obtain prior approval from WWP before holding any conference as described in 2 CFR 200.432, or any activity related to holding said conference that will include participants other than CONTRACTOR's employees.

**29. 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.

**30. 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")

**31. 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.

**32. Prohibition on Contracting**

- 1) 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.
- 2) 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.
- 3) 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.

**33. Violation of the Privacy Act**

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

**34. 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.

CONTRACTOR shall immediately report in writing, to the HECC, any credible evidence that a principal, employee, agent, or subcontractor of CONTRACTOR, or any 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 WWP under this Agreement.



## 1. Definitions

Capitalized terms will have the following meanings:

**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.

**Highly Sensitive Personal Information** means an (i) individual's government-issued identification number (including 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 Willamette Workforce Partnership (WWP), information which is created or obtained by CONTRACTOR on behalf of WWP, or information to which access was provided to CONTRACTOR by or at the direction of WWP, 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 disclosure or acquisition of Personal Information.

## 2. Standard of Care

- A. CONTRACTOR will comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession, including by any Authorized Persons.
- B. CONTRACTOR will:
- 1) Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure.
  - 2) Not create, collect, receive, access, or use Personal Information in violation of law.
  - 3) Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for CONTRACTOR's own purposes or for the benefit of anyone other than WWP, in each case, without WWP's 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 law, in which case, CONTRACTOR will use best efforts to notify WWP before such disclosure or as soon thereafter as reasonably possible.

## 3. Information Security

- A. CONTRACTOR represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure 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, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, including the National Institute of Standards and Technology Cybersecurity Framework or other applicable industry standards for





information security, and will ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, 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 law; and (xi) providing appropriate privacy and information security training to CONTRACTOR's employees.

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

- A. CONTRACTOR will:
- 1) Provide WWP with the name and contact information for an employee of CONTRACTOR who will serve as WWP's primary security contact and who will be available to assist WWP in resolving obligations associated with a Security Breach.
  - 2) Notify WWP of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after CONTRACTOR becomes aware of it.
  - 3) Notify WWP of any Security Breaches by emailing WWP at [info@willwp.org](mailto:info@willwp.org), with a copy by email to CONTRACTOR's primary business contact within WWP.
- B. Immediately following CONTRACTOR's notification to WWP of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. CONTRACTOR agrees to fully cooperate with WWP in WWP's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing WWP with physical access to the facilities and operations affected; (iii) facilitating interviews with CONTRACTOR's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, industry standards, or as otherwise required by WWP.
- 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 privacy laws. CONTRACTOR will reimburse WWP for all actual costs incurred by WWP in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and remediation.
- D. CONTRACTOR will not inform any third party of any Security Breach without first obtaining written consent from WWP's Executive Director. WWP 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 WWP's 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 WWP in any litigation, investigation, or other action deemed necessary by WWP to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

#### **5. Oversight of Security Compliance.**

Upon WWP's request, CONTRACTOR will allow WWP or, upon WWP's election, a third party on WWP's behalf, to perform an assessment of all controls 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 WWP's request, CONTRACTOR will provide WWP with the results of any audit by or on behalf of CONTRACTOR performed that assesses the effectiveness of CONTRACTOR's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.

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

At any time during the term of this Agreement at WWP's 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 WWP 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 WWP that such Personal Information has been returned to WWP or disposed of securely. CONTRACTOR will comply with all directions provided by WWP 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 WWP irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, WWP is entitled to seek equitable relief in addition to any other remedy to which WWP 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.**

CONTRACTOR will defend, indemnify, and hold harmless WWP and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "WWP Indemnitee") from and against all losses, damages, liabilities, deficiencies, 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 any insurance providers, arising out of or resulting from CONTRACTOR's 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.**



**STATEMENT OF WORK OVERVIEW**

CONTRACTOR will provide all program components and services outlined within this Scope of Work, in a manner consistent with State and Federal law and Mid-Valley Workforce Board strategic plan and policies.

The purpose of this contract is to meet the needs of local business through assisting youth in successfully participating in employability skills training and work-based learning opportunities. All services performed is under the umbrella of Y-CAN in cooperation with WorkSource Oregon.

**1. Roles and Responsibilities**

The CONTRACTOR has the following roles and responsibilities within the [area you will serve]:

- A. Designate staff to deliver an array of services to participants. Ensure staff funded through this contract are dedicated at no less than .25 full-time staff persons unless approved by WWP.
- B. Conduct outreach to promote the Y-CAN program to local youth with an emphasis on promoting the Y-CAN program to youth who meet the priority populations demographics of one or more of the following:
  - o Communities of Color;
  - o Communities that have faced generational poverty;
  - o Low-income;
  - o Rural communities;
  - o English Language Learners;
  - o Communities that have been historically underrepresented in youth employment.
- C. Assess individuals for Y-CAN eligibility and enroll participants into Y-CAN services.
- D. Conduct assessments of each potential participant and prioritize enrollment of those participants who indicate interest in training for occupations in the target industry sectors.
- E. Designate staff to communicate, collaborate, and coordinate with a Rethinking Careers facilitator to refer enrolled youth to the program.
- F. Designate staff to communicate, collaborate, and coordinate with the WWP team to refer enrolled youth to a work-based learning training opportunity.
- G. Provide Individualized Development Plans and support to participants as they engage in Y-CAN services. This will include proactive, on-going engagement, regular check-ins, and connection to supportive services.
- H. Make available supportive services to participants who express need of such services.
- I. Promote careers in the fields of healthcare, manufacturing, construction, transportation, warehousing, and distribution to youth participants.
- J. Maintain and upload case files for all participants into eBridge, in accordance with WWP standards.
- K. Meet equal opportunity requirements for service delivery.
- L. Ensure staff is trained on federal law, regulations and policies, state policies, and WWP policies and standards necessary to run a compliant and effective program.
- M. Attend required provider meetings and training events.
- N. Assist individuals in connecting with other resources and services, as appropriate.
- O. Refer out-of-school youth without a GED to a WIOA GED youth program.
- P. Track program services and collect data in I-Trac and secure equal opportunity statements, release of information, and publicity release agreements.
- Q. Complete two (2) Youth Success stories using the WWP success story template.

**2. System Branding and Communications**

CONTRACTOR will act as an agent of the Y-CAN program. CONTRACTOR will ensure that all communications, promotional material and curricula developed in whole or in part using WWP's administered funds will comply with WWP branding guidelines and use the standard design and format, logos, EEO, and funded acknowledgement language. CONTRACTOR will ensure that staff understand the branding guidelines and that a process for reviewing material for branding requirements are in place.

**3. Reporting, Monitoring, and Budget Management**

CONTRACTOR will report on progress and budget expenditures using the format prescribed by WWP. CONTRACTOR will collect success stories and report in a template provided by WWP.

Expenditures shall be managed so that services are available throughout the intended service delivery period. The intended availability of services are across the contract period unless otherwise indicated in writing by WWP. Expenditures-to-date are to be monitored monthly to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. Attention should be paid to all participant cost categories to ensure that adequate investments in job seekers are being made throughout the program year.

CONTRACTOR will support all program compliance monitoring activities, including but not limited to WWP annual program file compliance review and monitoring activities.

**PERFORMANCE PLAN**

CONTRACTOR is responsible for completing the following outcome no later than **May 1, 2023**:

Number of enrolled youths into the Y-CAN program	
Number of enrolled youths that complete an Individual Development Plan	



**CONTRACT AGREEMENT FOR  
WORKFORCE DEVELOPMENT SERVICES**

The parties to this Agreement are Willamette Workforce Partnership, hereinafter referred to as “WWP” or “GRANTOR,” and [Name of Contractor], hereinafter referred to as the “CONTRACTOR.” In this Agreement, either the CONTRACTOR or WWP 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> Willamette Workforce Partnership 626 High Street NE, Suite 305 Salem, OR 97301  Federal Tax ID: 26-0172758 UEI: JBTDBGNAJD43	<b>CONTRACTOR:</b> Legal Name Address 1 Address 2 City, State Zip Federal Tax ID: XX-XXXXXXX UEI: XXXXXXXXX								
Contact Information									
<b>For GRANTOR:</b> Program Contact: Ami Maceira Phone: (503) 581-1002 E-mail: amaceira@willwp.org  Fiscal Contact: Gary Mueller E-mail: gmueller@willwp.org	<b>For CONTRACTOR:</b> Program Contact: Name Phone: (XXX) XXX-XXXX E-mail: email@email  Fiscal Contact: Name E-mail: email@email.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 WWP’s policies and procedures.									
<b>Maximum Amount Payable</b> \$XXX,XXX.XX	<b>Contract Period</b> July 1, 2022 – June 30, 2023								
<b>Attachments:</b> This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table style="margin-left: 200px; width: 60%;"> <tr> <td>Exhibit A:</td> <td>Terms and Conditions and Insurance Requirements</td> </tr> <tr> <td>Exhibit B:</td> <td>Special Conditions</td> </tr> <tr> <td>Exhibit C:</td> <td>Data Sharing &amp; Privacy Agreement</td> </tr> <tr> <td>Exhibit D:</td> <td>Statement of Work and Performance</td> </tr> </table>		Exhibit A:	Terms and Conditions and Insurance Requirements	Exhibit B:	Special Conditions	Exhibit C:	Data Sharing & Privacy Agreement	Exhibit D:	Statement of Work and Performance
Exhibit A:	Terms and Conditions and Insurance Requirements								
Exhibit B:	Special Conditions								
Exhibit C:	Data Sharing & Privacy Agreement								
Exhibit D:	Statement of Work and Performance								
<b>Funding Source Information</b>  <b>Fund: State of Oregon Youth Employment Program</b> Awarding Agency: State of Oregon Funding Source: OWI Workforce General Fund CFDA Number: N/A Pass-through Entity: Oregon Higher Education Coordinating Commission  :									



**WILLAMETTE  
WORKFORCE**  
PARTNERSHIP

**Contract # SXX-22**

**Regulations and Cost Principles:** 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.

Other Requirements (As Applicable):

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 WWP and, by doing so, legally obligate and bind the CONTRACTOR and WWP to the terms and the conditions of this Agreement.

<p align="center"><b>Authorized Signature</b> <b>[LEGAL NAME OF CONTRACTOR]</b></p>	<p align="center"><b>Authorized Signature</b> <b>WILLAMETTE WORKFORCE PARTNERSHIP</b></p>
<p>_____ Signature/Date  [Name and Title of Signer]</p>	<p>_____ Signature/Date  Kim Parker-Llerenas, Executive Director</p>