



**ROGUE WORKFORCE  
PARTNERSHIP**



## Rogue Valley Workforce Consortium Meeting

Friday August 10, 2018 • 10:00 - 11:00 a.m. | 100 E. Main Street, Suite A - Board Room • Medford

Video/Phone Conference access available <https://zoom.us/j/335341345>. Select your audio preference:

1) Use telephone + 1 (669) 900-6833; Access Code: 335-341-345 normal long distance charges will apply); 2)

Or, use computer microphone & speakers (headset is recommended to avoid reverb)

### Agenda

#### Call to Order (1-2m)

- Welcome & Introductions

Commissioner  
Dyer

#### 19-008 Intergovernmental Agreement with Employment Department For Confidential Information Sharing

- Legal Counsel John Chamberlin will help provide technical consultation to explain and discuss this new signature requirement.

Jim Fong,  
John Chamberlin

#### Infrastructure & Additional Cost Funding Agreement

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## Joint Meeting of the Rogue Valley Workforce Consortium & Rogue Workforce Partnership - Corporate Directors

Friday August 10, 2018 • 11:00 a.m. - 1:00 p.m. | 100 E. Main Street, Suite A - Board Room • Medford

Video/Phone Conference access available <https://zoom.us/j/335341345>. Select your audio preference:

1) Use telephone + 1 (669) 900-6833; Access Code: 335-341-345 normal long distance charges will apply); 2)

Or, use computer microphone & speakers (headset is recommended to avoid reverb)

### Agenda

#### Call to Order (1-2m)

- Welcome & Introductions

Commissioner  
Dyer, Jessica  
Gomez

#### Approval of Minutes (1-2m) - Action Item




- May 17, 2018–RWP Corporate Directors Meeting

Jessica

#### Endowment Fund (30m) - Action Items

- Approval of Investment Advisor
- Approval of Endowment Fund Investment Policy Statement
- Approval to invest funds

Sherri Emitte,  
Mike Donnelly,  
John Underwood,  
Jim Fong

<b>Rogue Workforce Partnership Budget</b> (15m)- <b><u>Action Items</u></b>  <ul style="list-style-type: none"> <li>▸ Budget Approval by RVWC</li> <li>▸ Budget Approval by RWP Corporate Directors</li> </ul>	Sherri, Jim
<b>Facilities Update</b> (10-15m)	Sherri, Jim
<b>College and Career For All / Superintendent's Meeting</b> (15m)  <ul style="list-style-type: none"> <li>▸ Frequency &amp; Joint Meetings with SOESD/K-12 Superintendents &amp; College Presidents</li> </ul>	Jim
<b>Rogue Workforce Partnership Membership - <u>Possible Action Items</u></b> (15-20m)  <ul style="list-style-type: none"> <li>▸ Possible change in DHS or other members</li> <li>▸ Membership configuration change options</li> </ul>	Jim
<b>September Oregon Workforce Partnership Conference</b> (10-15m)	Jim
<b>Other Items</b>	Jessica
<b>Adjourn</b>	Jessica

= Documents attached in packet or will be handed out at meeting

Auxiliary aids and services are available upon request to individuals with disabilities. Please contact Tami Allison at (541) 842-2518.

## **INFRASTRUCTURE AND ADDITIONAL SHARED COST FUNDING AGREEMENT**

This Infrastructure and Additional Shared Cost Funding Agreement (“**Agreement**”), effective on July 1, 2018 (the “**Effective Date**”), is entered into by and among Rogue Workforce Partnership, an Oregon non-profit corporation, acting as the Local Workforce Development Board (the “**Local WDB**”) for Jackson and Josephine Counties (the “**Local Area**”), Rick Dyer, in his capacity as the Chair of the Rogue Valley Workforce Consortium, the chief elected official for the Local Area (“**CEO**”), and each other party whose name and signature appears on the signature pages hereof (each, a “**Party**” and, collectively, the “**Parties**”).

### **RECITALS**

**A.** The federal Workforce Innovation and Opportunity Act (the “**WIOA**”) contemplates that the Local Workforce Development Board, the chief elected official, each entity (each a “**Required One-Stop Partner**” and, collectively, the “**Required One-Stop Partners**”) that carries out a program described in Section 121(b)(1)(B) of the WIOA, and other entities, carrying out a workforce development program, that are approved by the Local Workforce Development Board and the chief elected official (the “**Other One-Stop Partners**”) (the Required One-Stop Partners and the Other One-Stop Partners, each a “**One-Stop Partner**” and, collectively, the “**One-Stop Partners**”) in a local area will enter into a Memorandum of Understanding, as described in Section 121(c) of the WIOA and 20 CFR 678.500 to provide for the allocation among themselves and payment of the infrastructure costs of the “**One-Stop Centers**” contemplated by the WIOA and through which the One-Stop Partners deliver their workforce development programs (the “**Programs**”).

**B.** Under 20 CFR 678.420(b)(2), the allocation of One-Stop Center infrastructure costs among the One-Stop Partners must be based on (1) each One-Stop Partners’ proportionate use and relative benefit received, (2) federal cost principles, and (3) any local administrative cost requirements in the Federal law authorizing the One-Stop Partner's program.

**C.** If the Local Workforce Development Board, the chief elected official, and the One-Stop Partners in a local area fail to enter into an agreement for the allocation and payment, among the One-Stop Partners, of the infrastructure costs of the One-Stop Center in their local area, the Governor will allocate the infrastructure costs among the One-Stop Partners in accordance with the process set forth in 20 CFR 678.731.

**D.** The WIOA also contemplates that the Local Workforce Development Board, the chief elected official, and the One-Stop Partners will enter in an agreement to provide for the allocation and payment, among the One-Stop Partners, of additional shared costs relating to the operation of the One-Stop Centers. These costs must include the costs of applicable career services and may include any

other shared services that are authorized for and commonly provided through the One-Stop Partner Programs.

E. Under 20 CFR 678.760, the allocation of One-Stop Center operating costs among the One-Stop Partners must be based on the proportion of benefit received by each of the One-Stop Partners, consistent with applicable federal law.

F. The CEO, the Local WDB, and the One-Stop Partners party hereto (the “**Local One-Stop Partners**”), after completing their negotiations and discussions on the allocation of infrastructure costs and operating costs for the One-Stop Center in the Local Area, desire to enter into this agreement to implement their allocation arrangement and provide for payment of the One-Stop infrastructure costs and operating costs in accordance with the requirements of the WIOA and its implementing regulations.

**NOW THEREFORE**, the Parties hereby agree as follows:

## **AGREEMENT**

### **ARTICLE 1**

#### **BUDGET, ALLOCATION AND PAYMENT OF INFRASTRUCTURE COSTS**

Section 1.1 **Infrastructure Cost Budget.** The Infrastructure Cost Budget for the One-Stop Center in the Local Area for Program Year 2018 (July 1, 2018, to June 30, 2019) (an “**Infrastructure Cost Budget**”) is set forth on Exhibit A. The Parties may amend this Agreement to add Infrastructure Cost Budgets for future program years through preparation of a written Infrastructure Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Infrastructure Cost Budget shall be deemed added to Exhibit A and shall serve as the Infrastructure Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties rights and obligations related to infrastructure costs of the One-Stop Center in the Local Area, so long as Exhibit A includes an Infrastructure Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Infrastructure Cost Budget in Exhibit A.

Section 1.2 **Infrastructure Cost Allocation.** The costs in an Infrastructure Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit B (the “**Infrastructure Cost Allocation**”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review infrastructure costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Infrastructure Cost Allocation to confirm that the infrastructure costs actually allocated to each Local One-Stop Partner are proportionate to that Local One-Stop Partner’s use of the One-Stop Center and the relative benefit received by each Local One-Stop Partner and the Local One-Stop Partner’s programs and activities. As a result of such review, the Parties shall make any necessary adjustments to the Infrastructure Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the

Infrastructure Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

### Section 1.3 **Infrastructure Cost Payment.**

**1.3.1 Infrastructure Cost Contributions.** No later than 30 days after the end of each calendar quarter, each Local One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Infrastructure Cost Budget that the Local One-Stop Partner made during the prior calendar quarter, any information needed from that Local One-Stop Partner to apply the Infrastructure Cost Allocation for the quarter, and supporting documentation for such in-kind contributions and cost allocation information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A Local One-Stop Partner's failure to notify the Local WDB of such in-kind contributions and cost allocation information within 45 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter.

**1.3.2 Payment of Infrastructure Costs.** No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 1.3.1, the applicable Infrastructure Cost Budget, and the Infrastructure Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total infrastructure costs incurred during the quarter, by Infrastructure Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the infrastructure costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 1.3.1. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to infrastructure costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the infrastructure costs for the quarter. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to infrastructure costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

**1.3.3 Cost Overruns.** If the Local WDB anticipates that future infrastructure costs for a program year will exceed the Infrastructure Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Infrastructure Cost Budget for the year. If the Parties reach agreement on an adjusted Infrastructure Cost Budget for the year, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for the year with the adjusted Infrastructure Cost Budget for the year through execution

by each of the Parties of a written adjusted Infrastructure Cost Budget for the year. Upon such execution, the adjusted Infrastructure Cost Budget for that year shall be deemed to replace the existing Infrastructure Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Infrastructure Cost Budget for a year, any cost (of a type included in the Infrastructure Cost Budget) overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Infrastructure Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to Infrastructure Cost Budget allocation of each Local One-Stop Partner.

## **ARTICLE 2**

### **BUDGET, ALLOCATION AND PAYMENT OF ADDITIONAL SHARED COSTS**

Section 2.1 **Additional Shared Cost Budget.** The Additional Shared Cost Budget for the One-Stop Center in the Local Area for Program Year 2017 (July 1, 2017, to June 30, 2018) (an “**Additional Shared Cost Budget**”) is set forth on Exhibit C. The Parties may amend this Agreement to add Additional Shared Cost Budgets for future program years through preparation of a written Additional Shared Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Additional Shared Cost Budget shall be deemed added to Exhibit C and shall serve as the Additional Shared Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties rights and obligations related to additional shared costs of the One-Stop Center in the Local Area so long as Exhibit C includes an Additional Shared Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Additional Shared Cost Budget in Exhibit C.

Section 2.2 **Additional Shared Cost Allocation.** The costs in an Additional Shared Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit D (the “Additional Shared Cost Allocation”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review additional shared costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Additional Shared Cost Allocation to confirm that the additional shared costs actually allocated to each One-Stop Partner are proportionate to the benefit received by that One-Stop Partner’s use of the One-Stop Center. As a result of such review, the Parties shall make any necessary adjustments to the Additional Shared Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Additional Shared Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 2.3 **Additional Shared Cost Payment.**

**2.3.1 Additional Shared Cost Contributions.** No later than 30 days after the end of each calendar quarter, each One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Additional Shared Cost Budget that the One-Stop Partner made during the prior calendar quarter, any information needed from that One-Stop Partner to apply the Additional Shared Cost Allocation for the quarter, and supporting documentation for such contributions and information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A One-Stop Partner's failure to notify the Local WDB of such contributions and information within 30 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the additional shared costs for the quarter.

**2.3.2 Payment of Additional Shared Costs.** No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 2.3.1, the applicable Additional Shared Cost Budget, and the Additional Shared Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total additional shared costs incurred during the quarter, by Additional Shared Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the additional shared costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 2.3.1. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to additional shared costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the additional shared costs for the quarter. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to additional shared costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

**2.3.3 Cost Overruns.** If the Local WDB anticipates that future additional shared costs for a program year will exceed the Additional Shared Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Additional Shared Cost Budget for the year. If the Parties reach agreement on an adjusted Additional Shared Cost Budget for the year, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for the year with the adjusted Additional Shared Cost Budget for the year through execution by each of the Parties of a written adjusted Additional Shared Cost Budget for the year. Upon such execution, the adjusted Additional Shared Cost Budget for that year shall be deemed to replace the existing Additional Shared Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Additional Shared Cost Budget for a year, any cost (of a type included in the Additional Shared Cost Budget) overrun incurred while this Agreement is in effect

shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Additional Shared Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to Additional Shared Cost Budget allocation of each Local One-Stop Partner.

### **ARTICLE 3 CONDITIONS TO PAYMENT OBLIGATIONS**

If a Party is an agency of the State of Oregon, then such Party’s payment obligations under this Agreement are conditioned on the Party receiving sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local government, then such Party’s payment obligations under this Agreement are conditioned on the Party receiving from its governing body sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a Local Workforce Development Board that is subject to debt limitations imposed, or expenditures or funding authorized by law, because of its unique relationship with local governments, then such Party’s obligations under this Agreement are conditioned on that Party receiving sufficient funding, appropriations, or other expenditure authorizations to allow that Party, in the exercise of its reasonable administrative discretion, to make the payment.

### **ARTICLE 4 TERM AND TERMINATION**

Section 4.1 **Term.** This Agreement shall remain in effect until the earlier of (1) its termination under Sections 1.1 or 2.1 or (2) a Party’s exercise of its right to terminate this Agreement under this Article 4.

Section 4.2 **Termination.** This Agreement may be terminated as follows:

4.2.1 **Notice.** A Party may terminate this Agreement effective upon 90 days advance written notice to each other Party, if a Party fails to receive sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.

4.2.2 **Non-appropriation.** A Party may terminate this Agreement effective upon written notice to each other Party, if a Party fails to receive sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.



4.2.3. **Change in Law.** A Party may terminate this Agreement effective upon written notice to each other Party, if federal or state laws, rules, regulations or guidelines are modified or are interpreted by the Federal Grant recipient agencies in such a way that the financing of One-Stop Center infrastructure costs as contemplated by this Agreement is no longer allowable.

4.2.4 **Non-compliance.** A Party may terminate this Agreement effective upon 30 days advance written notice to each other Party, if a Party fails to comply with its obligations under this Agreement, including a failure to make a required payment, and such failure remains uncured at the end of the 30-day period.

## **ARTICLE 5 EFFECT OF TERMINATION**

Section 5.1 **Costs Incurred.** Termination of this Agreement shall not affect a Local One-Stop Partner's responsibility under this Agreement for infrastructure costs and additional shared costs incurred prior to the date of termination. Each Local One-Stop Partner shall continue to be responsible for its allocable portion of such costs in accordance with the terms and conditions of Articles 1 and 2.

Section 5.2 **Default Cost Allocation.** Unless the Parties have entered into a successor agreement for the allocation of infrastructure costs for the One-Stop Center in the Local Area, upon termination of this Agreement, the Local WDB shall so notify the Governor and such infrastructure costs will be allocated by the Governor among the Parties in accordance with the process set forth in 20 CFR 678.730 to 750. There is no default funding allocation for additional shared costs, in the event of termination of this Agreement.

## **ARTICLE 6 GENERAL**

Section 6.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** Articles 5 and 6 shall survive termination of this Agreement.

Section 6.3 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to a Party as set forth on the signature pages hereof.

Section 6.4 **Records and Inspection.** Each Local One-Stop Partner shall keep proper books of account and records on all costs in an Infrastructure Cost Budget that it incurs prior to the date of termination of this Agreement. Each Local One-Stop Partner will maintain these books of account and

records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of: (i) termination of this Agreement, (ii) the date that all disputes, if any, arising under this Agreement have been resolved or (iii) the period required by any applicable records retention or similar laws. Each Party will permit each other Party and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of such books of account and records. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained.

**Section 6.5 Successors and Assigns.** No Party may assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of each other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

**Section 6.6 Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Agreement must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**Section 6.7 Modification; Prior Grant Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by each Party. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

**Section 6.8 Validity; Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the Parties to the extent possible without the invalid provision.

**Section 6.9 Exhibits.** The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof. If the language in an Exhibit conflicts with or is inconsistent with language not appearing in an Exhibit, the latter shall control.

Section 6.10 **Time of Essence.** Time is of the essence of this Agreement.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the Parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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Rick Dyer \_\_\_\_\_ Date  
Chair of the Rogue Valley Workforce Consortium  
On behalf of the WIOA Chief Elected Officials for Jackson and Josephine County  
Email: [dyerrr@jacksoncounty.org](mailto:dyerrr@jacksoncounty.org)  
Phone: (541) 774-6116

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Jessica Gomez \_\_\_\_\_ Date  
Chair, Rogue Workforce Partnership  
CEO & Founder, Rogue Valley Microdevices  
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Kay Erickson \_\_\_\_\_ Date  
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Rosemary Jernigan \_\_\_\_\_ Date  
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Dacia Johnson  
Executive Director  
Oregon Commission for the Blind  
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Phone: (971) 673-1588

## EXHIBIT A INFRASTRUCTURE COST BUDGET

On or about July 1, 2018 we will have an MOU/IFA in place covering colocated workforce partners. The financial arrangements will be reflected in one of three ways: 1) the lease, 2) partner sharing agreements, or 3) side deals like Lane County has with Easter Seals. These arrangements will be captured in this ever-evolving exhibit. Leases, costs and allocations change and, hopefully, our partnerships will expand and there will be a higher level of co-location over time.

In the table below, partner agreements are listed based on their status of being in place, in process or anticipated.

L (Lease) P (PCSA) O (Other)	Party #1	Party #2	Annual Cost	Currently Executed	In Process	Expected Date	Anticipated New or Mod	Expected Date
L	Rogue Workforce Partnership	Oregon Employment Department	\$ 63,889	X				
L	Rogue Workforce Partnership	ResCare (for Dept of Human Services / JOBS)	\$206,000		X	7/31/18		
L	Rogue Workforce Partnership	ResCare (for Dept of Human Services / OFSET)	\$ 16,000		X	7/31/18		
L	Rogue Workforce Partnership	Vocational Rehabilitation	\$ 6,283		X	7/31/18		

### Next Steps.

In order to determine the infrastructure for non-colocated workforce partners (NCWP's), the Parties agree to the process described in "MOU/IFA Version 2.0," included in this Agreement as Exhibit E. The intent of the process described in Exhibit E is to arrive at said costs to take effect July 1, 2019 unless the Parties agree to an earlier date. Once agreement is reached, that agreement or set of agreements for infrastructure costs for NCWP's shall be added to this Exhibit A.

**EXHIBIT B**  
**INFRASTRUCTURE COST ALLOCATION**

**Infrastructure cost allocation is provided in Exhibit A.**

*For review only --- not for signature*

**EXHIBIT C**  
**ADDITIONAL SHARED COST BUDGET**

**The contents and structure of Exhibit C & D will be determined in accordance with the agreed upon planning process described in Exhibit E.**

*For review only --- not for signature*

**EXHIBIT D**  
**ADDITIONAL SHARED COST ALLOCATION**

**The contents and structure of Exhibit C & D will be determined in accordance with the agreed upon planning process described in Exhibit E.**

*For review only --- not for signature*



## **EXHIBIT E**

### **THE MOU/IFA VERSION 2.0 ACTION PLAN**

On or about July 1, 2018, a MOU/IFA will be in place covering co-located workforce partners. The financial arrangements will be reflected in one of three ways: 1) leases, 2) partner sharing agreements, or 3) other arrangements (e.g. Lane County with Easter Seals). These arrangements will be captured in an ever evolving exhibit. Leases, costs and allocations change and partnerships will expand and there will be a higher level of co-location over time.

On or about July 1, 2018, work will begin on an IFA covering non co-located workforce partners (NCWP's). The goal is to reach agreement by December 15, 2018.

There are nine workforce areas and a multitude of NCWP's. Some NCWP's are State agencies and some are local organizations. Some are public entities, some are nonprofits, and a few are private corporations (e.g. for-profit companies operate many Jobs Corps centers). Some operate on a July 1<sup>st</sup> budget cycle and others may be on a school year or a calendar year. Recognizing the complexity, the "MOU/IFA Version 2.0" process should be as simple as possible.

There are five sequential tasks:

- Step 1: Agreement on the core WSO philosophy – every partner customer is a workforce system customer. We will serve every customer utilizing all our combined resources as effectively as possible. Validating the mechanics of how this will work is the first task. WIOA requires that NCWP's offer their core services in at least one comprehensive center per workforce area. Those services may either be provided using technology or through cross training. Mere cross referral – "You need to go across town to the XYZ building" – isn't enough.
- Step 2: Estimating the infrastructure and other (mostly personnel) costs for the process agreed to in Step 1 comes next. This may involve sharing some technology, telephone, or "resource coordination" costs.
- Step 3: Once the costs to be potentially shared are identified and grouped, an allocation method can be developed which is simple and fair. Costs are to be shared based upon the estimated benefit to each partner's customers. Service numbers can be used (if available and equitable, a big "if"), the relative number of staff participating in the shared service provision process can be used or some other methodology. Sometimes the costs aggregated in Step 2 are small enough that NCWP's do not have a preference which allocation methodology is used so long as it is simple and predicable.
- Step 4: Agreement on the process for gathering and collecting costs, including periodic reconciliation. Identifying which agency will handle reconciliation. Identifying how adjustments occur and how disputes be resolved? Identifying how often this agreement will be revisited?
- Step 5: Getting the MOU/IFA "terms and conditions" executed. There will be multiple agencies involved making agreement on language a challenge.

Two separate negotiation approaches would begin this July – one involving State agency NCWP's (DHS, Adult Ed, Voc. Rehab, etc.) and a second at the local level for local agencies (Job Corps,

Tribes, etc.). It is important to decide up front which NCWP's belong in each group.

In the "two groups" approach, the "State Agency" work group would include 1) two representatives from each State agency, one with program authority and another with budget authority; 2) three or four WDB representatives tasked with coming up with an agreement all nine can live with; 3) Karen Humelbaugh or her designee; 4) a neutral facilitator and a neutral note taker/disseminator. It is important that the group not get too big. It is equally important that the process be transparent and allow for input from partners and WDB's not in attendance. The "MOU/IFA Version 1.0" process for co-located partners seems to have worked out so perhaps a similar workgroup should be constituted.

The second prong of the negotiation strategy – for local agencies - would happen in each of the nine workforce areas and would be led by WDB staff. Some agreements may already have been struck. Advice and technical assistance would be provided upon request. Some local workforce areas may elect to handle the "local agency" negotiation together.

Timing ...

- 1) July ... convene the State Agency work group. Convene Local Agency work groups. Care should be taken (to the extent possible) to ensure that those who attend have the authority to make commitments.
- 2) August ... Complete Step 1, agreement on the WSO philosophy and shared service delivery mechanics. If agreement cannot be reached, agree to disagree and come up with a fair and speedy way to reach resolution.
- 3) September ... Complete Steps 2 and 3, shared costs and the allocation methodology.
- 4) October ... Complete Step 4 and agree on "terms and conditions" in Step 5.
- 5) November ... Execute the agreement. It will take effect July 1, 2019 unless the parties agree to a different date. Some agencies may not have room to budget for costs until their fiscal year begins and this will be addressed when and if it comes up.
- 6) December 15th: Full and final resolution of any disputes.



# Oregon

Kate Brown, Governor

## Employment Department

875 Union Street NE

Salem, Oregon 97311

(503) 947-1394

TTY-TDD 711

[www.Employment.Oregon.gov](http://www.Employment.Oregon.gov)

May 23, 2018

To: Local Workforce Development Board



RE:# 19-008 Intergovernmental Agreement with Employment Department,  
Local Workforce Development Boards, and Local Governments

Hello,

The current Intergovernmental agreement contract expires June 30, 2018 and OED is replacing the agreement with the attached.

The attached Intergovernmental Agreement is between the Oregon Employment Department, Rouge Workforce Partnership., and Chief Elected Official to disclose confidential information under the Federal Workforce act of 2014.

This Agreement allows the Parties to follow Regulations at 20 CFR 603.10(a)(2) permit an agent of a public official to receive confidential information. For disclosures referred to in **CFR 603.5(f)** (to an agent of a public official), the Oregon Employment department must enter into a written, enforceable agreement with the public official responsible for ensuring that the agent or contractor complies with the safeguards of **CFR 603.9**.

According to **20 CFR 603.2**, the following definition applies to this Agreement.

**(d) Public official means:**

- (1) An official, agency, or public entity within the executive branch of Federal, State, or local government who (or which) has responsibility for administering or enforcing a law, or an elected official in the Federal, State, or local government;
- (3) Performance accountability and customer information agencies designated by the Governor of a State to be responsible for coordinating the assessment of State and local education or workforce training program performance and/or evaluating education or workforce training provider performance; and
- (4) The chief elected official of a local area as defined in WIOA sec. 3(9).

Please review, sign the IGA and return to Heather Wyland, Procurement Manager at [heather.e.wyland@oregon.gov](mailto:heather.e.wyland@oregon.gov) . If you have questions regarding the agreement, please contact me. If you have program questions, please contact Adalberto Rubio at 503-507-6964 or via email at [Adalberto.Rubio@oregon.gov](mailto:Adalberto.Rubio@oregon.gov).

Respectfully,

Heather Wyland, C.P.M., A.P.P.  
Procurement Manager



## AGREEMENT NUMBER 19-008

### INTERGOVERNMENTAL AGREEMENT FOR CONFIDENTIAL INFORMATION SHARING LEVEL 3

This Confidential Sharing Agreement (“Agreement”), effective as of the last date of the last signature signed hereto (the “Effective Date”), is entered into by the State of Oregon, acting by and through its Employment Department (the “Agency”), the Rogue Workforce Partnership, an Oregon non-profit corporation, serving as staff to the Local Workforce Development Board (the “Local Board”), and the Chief Elected Official (“CEO”) for Jackson County (the Local Government’s Authorized Representative), all individually without distinction a “Party,” and collectively as the “Parties.”

#### SECTION 1: AUTHORITY

This Agreement is authorized by 20 CFR § 603.5(e), ORS 657.665(4)(d) and Administrative Policy, allowing disclosure of confidential information to partners under the federal Workforce Investment Opportunity Act of 2014 for the purpose of administering state workforce programs under the Act. The information disclosed is confidential and may not be used for any other purpose.

Regulations at 20 CFR 603.10(a)(2) permit an agent of a public official to receive confidential information. For disclosures referred to in **CFR 603.5(f)** (to an agent of a public official), the Agency must enter into a written, enforceable agreement with the public official responsible for ensuring that the agent or contractor complies with the safeguards of **CFR 603.9**. This Agreement is terminable if the Agency determines that the safeguards in the Agreement are not adhered to.

#### SECTION 2: PURPOSE

- 2.1 This Agreement is to allow access to and exchange of confidential information and data between Agency and all other parties for the purpose of operating a statewide, integrated workforce system.
- 2.2 This Agreement pertains to two primary data systems used by the Integrated Workforce System partners:

**2.2.2** WorkSource Oregon Management Information System ("WOMIS") – The system is maintained by Agency and the Local Board and Workforce Development ("CCWD") on behalf of all system partners.

**2.2.3** iMatchSkills - Contains job seeker and employer data. The data is owned by Agency and maintained on behalf of all system partners.

**2.3** Information secured and maintained solely by one party for programs not included in the WorkSource Oregon brand, are specifically excluded from this Agreement.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement shall become effective on the date this Agreement has been fully executed. This Agreement will remain in effect until canceled or terminated earlier in accordance with the termination provisions of this Agreement.

### **SECTION 4: AUTHORIZED REPRESENTATIVES**

**4.1 Agency Agreement Administrator/Authorized Representative is:**

Adalberto Rubio or Designee  
875 Union Street NE  
Salem, OR 97311  
Telephone: 503-507-6964  
Email address: [adalberto.rubio@oregon.gov](mailto:adalberto.rubio@oregon.gov)

**4.2 Local Government's Agreement Administrator/Authorized Representative is:**

Chief Elected Officer  
Rick Dyer, Commissioner  
Jackson County Courthouse  
10 South Oakdale Ave. Room 214  
Medford, OR 97501  
Telephone: 541-774-6118  
Email address: [DyerRR@jacksoncounty.org](mailto:DyerRR@jacksoncounty.org)

**4.3 Local Board's Agreement Administrator/Authorized Representative is:**

James Fong, Executive Director  
100 East Main ST Suite A  
Medford, OR 97501  
Telephone: 541-842-2515  
Email address: [jimf@rogueworkforce.org](mailto:jimf@rogueworkforce.org)

#### **4.4 Local Agency Area Manager:**

Sherri L Stratton  
119 N Oakdale Avenue  
Medford, OR 97501  
Telephone: 541-776-6294  
Email address: [Sherri.L.Stratton@oregon.gov](mailto:Sherri.L.Stratton@oregon.gov)

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

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

### **5.1 Local Board shall:**

- 5.1.1 Only request authorization and access to Agency's network and data by its employees who have a need to know, business use need.
- 5.1.2 Upon request, provide to Agency its Resource Access Control Facility Identification Numbers (RACF IDs) that are to be mapped to an Agency General Resource Profile in order for access to be setup.
- 5.1.3 Accounts created within this Agreement will be audited every 6 months for use. Accounts with no activity over a 60 day period will be revoked and will require a request to be reset. Accounts with no use during a 6 month period will be revoked and terminated.
- 5.1.4 Have access to client information that is in WOMIS and iMatchSKills; specifically name, address, social security number, whether they are an unemployment insurance claimant, last employer disclosed, disability status or any other information necessary to:
  - 5.1.4.1 Determine both Workforce Investment Opportunity Act Title 1B and Wagner-Peyer eligibility for services, provide effective services;
  - 5.1.4.2 Meet federal reporting requirements for registered and enrolled customers; and
  - 5.1.4.3 Provide integrated WorkSource Oregon services to business and job seekers including determining eligibility for services, registration, welcome process, job getting, skill development, business services and performance reporting.
- 5.1.5 Only release or share job seeker customer's information upon receiving informed consent authorizing that the information may be shared or disclosed, and notice is provided that a consent or authorization is on file or secured electronically within the workforce system, as required under the federal Privacy Act and OAR 471-010-0115. The collected information may be released or shared through electronic access, fax, electronic mail, in writing and verbally (20 CFR 603.10(b)(iii)).
- 5.1.6 Ensure shared information and data is to provide the highest level of customer service and system coordination to both the job seeker and business customers;

- 5.1.7 Administer, control and monitor access and use of the records obtained under this Agreement to ensure that the confidential nature of the information is preserved;
- 5.1.8 Ensure that the following safeguards are implemented and maintained throughout the term of this Agreement:
- 5.1.9 Appoint a management employee to supervise access and maintain training of its staff;
- 5.1.10 Develop procedures that:
  - 5.1.10.1 Ensure only its employees with a need to know have access to confidential records and only as needed;
  - 5.1.10.2 Ensure that confidential records, either in electronic format or reduced to readable media, are retained and stored in a physically secured location to prevent access by unauthorized persons; (20 CFR 603.9(b));
  - 5.1.10.3 Prohibit duplication and re-disclosure of confidential records, including specifically that such confidential records will not be disclosed to any private entity such as a credit reporting bureau or collection agency. Information shall not be re-disclosed except by the parties of this Agreement to the customer or employer who is the subject the information (20 CFR 603.9(c));
    - 5.1.10.3.1 Any request for re-disclosure of Party information referenced in this Agreement shall be forwarded to the Party for disposition.
    - 5.1.10.3.2 The Agency retains the legal authority to disclose Unemployment Information to persons or entities that are not the customer or employee who is the subject of information (20 CFR 603.9(c)(i) and ORS 657.665(4)(d))).
  - 5.1.10.4 Ensure timely destruction of confidential records, either in electronic format or reduced to readable media, after their intended use.
- 5.1.11 Provide training in confidentiality procedures to its employees authorized to view confidential records being disclosed under this Agreement;
- 5.1.12 Ensure its employees with access to this information have been instructed about confidentiality requirements and sanctions for unauthorized disclosure and will adhere to State and Federal requirements and procedures (20 CFR 603.9(b));
- 5.1.13 Report any violation of this Agreement immediately and in full to the Agency Agreement Administrator; and
- 5.1.14 Ensure that confidential data received from Agency under the terms of this Agreement are not transferred to or stored on laptop computers or portable storage devices such as USB keys and external hard drives.

- 5.1.15 Shall complete an Annual Implementation Audit Certification form (Attachment 1) to be completed and submitted to the Agency upon request and on or before January 15th of each year the Agreement is in force and effect per Section 29.
- 5.1.16 Contact Agency's Agreement Administrator for the following:
- 5.1.16.1 When a new network user account is needed. New network user accounts require First name, M.I. (middle initial) and Last name.
    - 5.1.16.1.1 Local Board's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency network application.
  - 5.1.16.2 When a new RACF ID account is needed. New RACF ID accounts require First name, M.I. and Last name.
    - 5.1.16.2.1 To access Agency mainframe data, transaction IDs or screens controlled by Agency's Lightweight Directory Access Protocol (LDAP) or RACF, there is a requirement for users to have a "HEXxxxx" ID assigned in order to properly connect. The Local Board's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency mainframe data. Local Board may alternatively require its own RACF group, containing Local Board RACF IDs, to be mapped to an Agency general resource profile. These accounts are used to authenticate a user.
  - 5.1.16.3 When a network account needs a password reset because of account lockout. Agency's Agreement Administrator shall submit a request to OED\_HELPDESK@oregon.gov with the network user account and full user name. Request from individual users will be forwarded to the Local Board Agreement Administrator for validation.
  - 5.1.16.4 When a RACF ID account needs a password reset because of account lockout. Local Board's Agreement Administrator shall submit a request to OED\_RACF\_EMPLOYMENT@oregon.gov with the RACF ID and full user name. Requests from individual users will be forwarded to Local Board's Agreement Administrator for validation.
  - 5.1.16.5 When a network or RACF ID account is no longer needed:
    - 5.1.16.5.1 Local Board's Agreement Administrator shall promptly submit a user deletion request to OED\_RACF\_EMPLOYMENT@oregon.gov when a user's access to Agency's network or data is no longer needed.
    - 5.1.16.5.2 Agency RACF administrators will submit to Local Board a list of active accounts at least every 6 months or upon request from Local Board. Local Board shall verify and validate the list of current accounts against actual users. Local Board



shall report back to the Agency RACF administrator immediately upon identification, any active accounts that need to be removed.

## **5.2 Agency shall:**

- 5.2.1 Share confidential records in the Agency's data systems, subject to the terms and conditions of this Agreement, provided however, Agency expressly reserves the right, without notice, to deny access to any portion of such information as Agency, in its sole discretions, deems necessary or prudent;
- 5.2.2 Section 1137 of the Social Security Act requires certain Federally-funded, State-administered public assistance programs to establish procedures for obtaining, using and verifying information relevant to determinations as to eligibility and the amount of assistance. The Agency must maintain information, as enumerated in § 435.960, to exchange for the purpose of enabling any agency or program referenced in § 435.945(b) to verify income, eligibility of, and the amount of assistance for its applicants and recipients; and
- 5.2.3 Provide access to Local Board similar to Agency's Workforce Operations user profiles.

## **SECTION 6: COMPENSATION AND PAYMENT TERMS**

No consideration for expenses incurred by any Party for the operation and maintenance of the systems described in Section 2, including costs of accessing data and information, shall be included in this Agreement.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

Local Board represents and warrants to Agency that:

- 7.1 The Local Board is duly organized and validly existing. Local Board has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Board of this Agreement (a) have been duly authorized by Local Board; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Board charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Board is party or by which Local Board may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Board of this Agreement, other than those that have already been obtained; and
- 7.3 This Agreement has been duly executed and delivered by the Local Board and constitutes a legal, valid and binding obligation of Local Board enforceable in accordance with its terms.

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

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Board that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL BOARD, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: CONTRIBUTION**

- 9.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9 with respect to the Third Party Claim.
- 9.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Board (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Board in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Board on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Board on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any

instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 9.3** Notwithstanding the foregoing, Local Board shall have control of the defense and settlement of any Third Party Claim described in this section 9. However, neither Local Board nor any attorney engaged by Local Board shall defend the Third Party Claim in the name of the State of Oregon or any Agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Local Board settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Local Board is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interest's or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.
- 9.4** With respect to a Third Party Claim for which Local Board is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Board shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Board on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Board on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Board contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 10: LOCAL BOARD DEFAULT**

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

- 10.1** Local Board fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 10.2** Any representation, warranty or statement made by Local Board in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Board is untrue in any material respect when made;
- 10.3** Local Board (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 10.4** A proceeding or case is commenced, without the application or consent of Local Board, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Board, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Board or of all or any substantial part of its assets, or (c) similar relief in respect to Local Board under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Board is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 11: AGENCY DEFAULT**

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

## **SECTION 12: REMEDIES**

- 12.1** In the event Local Board is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 14, (b) reducing or withholding payment for work or work product that Local Board has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Board to perform, at Local Board expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, or (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2** In the event Agency is in default under Section 11 and whether or not Local Board elects to exercise its right to terminate this Agreement under Section 14.3 or in the event Agency terminates this Agreement under Section 14.2. In no event will Agency be liable to Local Board for any expenses related to termination of this Agreement or for anticipated profits.

## **SECTION 13: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 14: TERMINATION**

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

**14.2 Agency may terminate this Agreement as follows:**

14.2.1 Upon 30 days advance written notice to Local Boards;

14.2.2 Immediately upon written notice to Local Board, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

14.2.3 Immediately upon written notice to Local Boards, if Local Board is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Board;

14.2.4 Immediately upon written notice to Local Board, if Local Board, or any of its officers, employees, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws;

14.2.5 Immediately upon written notice to Local Board, if Local Board materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger Agency's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the Agency's notice to of such breach or failure, or within such longer period of cure as the Agency may specify in such notice. In the event of a breach by Local Board, further disclosure of information from Agency to Local Board immediately shall cease until Agency is satisfied that the breach has been cured and there will be no further breach; or

14.2.6 As otherwise expressly provided in this Agreement.

**14.3 Local Board may terminate this Agreement as follows:**

- 14.3.1 Immediately upon written notice to Agency, if Local Board fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Board reasonable administrative discretion, to perform its obligations under this Agreement;
- 14.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Board performance under this Agreement is prohibited or Local Board is prohibited from paying for such performance from the planned funding source;
- 14.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
- 14.3.4 As otherwise expressly provided in this Agreement.
- 14.4 Notwithstanding Section 27 of this Agreement, upon expiration or termination of this Agreement, Local Board shall surrender to Agency all information obtained from Agency (and any copies thereof) which has not previously been returned to Agency.

## **SECTION 15: AMENDMENTS**

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

## **SECTION 16: NOTICE**

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

## **SECTION 17: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13, 15 and 17 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 18: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 19: COUNTERPARTS**

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

## **SECTION 20: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 21: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Board is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 22: INTENDED BENEFICIARIES**

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

## **SECTION 23: FORCE MAJEURE**

None of the Parties are responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Board after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 24: ASSIGNMENT AND SUCESSORS IN INTEREST**

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

## **SECTION 25: SUBCONTRACTS**

Local Board shall not enter into any subcontracts for any of the work required of Local Board under this Agreement.

## **SECTION 26: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: RECORDS MAINTENANCE AND ACCESS**

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



## **SECTION 28: HEADINGS**

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

## **SECTION 29: AUDIT REQUIREMENT**

**29.1** Local Board shall complete and submit electronically to Agency at [OED\\_AUDIT\\_CERT@oregon.gov](mailto:OED_AUDIT_CERT@oregon.gov) a Confidential Information and Data Sharing Annual Implementation Audit report (Attachment 1) upon request of Agency, and annually on or before January 15<sup>th</sup> of each year. The e-mail must contain this Agreement number in the subject line. Pursuant to OAR 471-010-0125, all written agreements with entities other than "Hosted Workers" that have access to Agency information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreements(s). The audits shall include, but are not limited to:

- 29.1.1 How is access to Agency information granted;
- 29.1.2 How is access to Agency information controlled;
- 29.1.3 Why access to Agency information is granted, based on OAR 471-010-0105 and ORS 657.665;
- 29.1.4 Who is accessing Agency information;
- 29.1.5 What specific program(s) within the entity need access to Agency information;
- 29.1.6 Which specific positions within the program(s) need access to Agency information;
- 29.1.7 What specific Agency information is needed;
- 29.1.8 What "informed consent" if any, the entity uses when gathering information from its customers (See Attachment #1, Line 8(a-b)).
- 29.1.9 Agency shall have final authority to determine whether Local Board is in compliance with the procedures in OAR 471-010-0125(1).

## **SECTION 30: ON-SITE INSPECTIONS**

Pursuant to 20 CFR § 603.10(b)(1)(vi), Agency may conduct on-site inspections of any areas of Local Board where confidential Agency information is used or stored, on a schedule to be determined by Agency, to assure that the requirements of 20 CFR Part 603 and ORS 657.665 are being met.

## **SECTION 31: FEDERAL PRIVACY ACT**

**31.1** In order for a government agency to obtain or use an individual's Social Security Number for a particular purpose, the Privacy Act of 1974 (5 U.S.C. 552a) requires the government agency to establish its authority to request that the individual disclose his or her Social Security Number, and to inform the individual whether that disclosure is mandatory or voluntary, by what statutory or other authority the number is solicited, and what uses will be made of it.

- 31.2** Local Board expressly warrants to Agency that any Social Security Numbers to be provided by Agency to Local Board pursuant to this Agreement have been obtained in compliance with the Federal Privacy Act and the intended use of such numbers for the purpose described in this Agreement has been adequately disclosed to the individuals who provided the numbers.

## **SECTION 32: PROTECTION OF CONFIDENTIALITY**

- 32.1** Pursuant to 20 CFR Part 603, Local Board expressly warrants to Agency that the information disclosed by Agency to Local Board under this Agreement shall be used only to the extent necessary for the performance of official duties of Local Board and shall be disclosed only for the purposes defined in this Agreement and shall not be used for any purposes not specifically authorized in this Agreement.
- 32.2** Local Board's Authorized Representative and all staff having access to Agency information under this Agreement shall read, sign and submit to Agency's Authorized Representative an Agency Information Security Policy Acknowledgement Form (Attachment 2) and a Commitment to Confidentiality Agreement (Attachment 3) prior to Agreement execution. Local Board shall require any staff provided access to Agency information under this Agreement after Agreement execution to do the same prior to that staff receiving access to any confidential information.
- 32.3** Local Board assumes responsibility for any misuse or inappropriate disclosure of the information provided by Agency pursuant this Agreement.
- 32.4** Local Board shall store the information disclosed by Agency to Local Board in a place physically secure from access by unauthorized persons. If information disclosed by Agency is maintained in electronic format, such as magnetic tapes or discs, Local Board shall store that information in such a way that unauthorized persons cannot obtain the information by any means. If information disclosed by Agency is stored in computer systems, Local Board shall undertake precautions to ensure that only authorized personnel are given access to that information.
- 32.5** Local Board shall not re-disclose the information disclosed by Agency to Local Board.

## SECTION 33: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

## Jackson County Chief Elected Officer

**By:**

Authorized Signature

Title

Date \_\_\_\_\_

Printed Name

## Rogue Workforce Partnership

By: \_\_\_\_\_

Authorized Signature

Title

Date \_\_\_\_\_

Printed Name

**State of Oregon, acting by and through its Employment Department**

**By:**

Authorized Signature

Title

Date \_\_\_\_\_

Printed Name

## ATTACHMENT 1

### CONFIDENTIAL INFORMATION AND DATA SHARING ANNUAL IMPLEMENTATION AUDIT CERTIFICATION

Agreement Number:	
Designated Workforce Partner Name:	
Designated Workforce Partner's Authorized Representative:	
Today's Date:	

Pursuant to OAR 471-010-0125, all written agreements with entities other than "Hosted Workers" that have access to Oregon Employment Department (OED) information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreement(s). The audits shall include, but are not limited to:	Included in Audit (please initial)
1. How is access to OED information granted?	
2. How is access to OED information controlled?	
3. Why access to OED information is granted, based on OAR 471-010-0105 and ORS 657-665?	
4. Who (within your agency) is authorized to grant and revoke access to OED information?	
5. What specific programs within the agency need access to OED information?	
6. Which specific positions within the programs need access to OED information?	
7. What specific OED information is needed?	
8. Whether access to OED information is granted to contractors. If yes: a. Who is the contractor? b. Why is the contractor being granted access?	Not Applicable
9. What "informed consent" if any, the agency uses when gathering information from its customers?	

By signing below, I attest that the audit required by OAR 471-101-0125 has been completed including each of the applicable subsections above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This signed audit form shall be sent to OED at [OED\\_AUDIT\\_CERT@oregon.gov](mailto:OED_AUDIT_CERT@oregon.gov) pursuant to Section 29.

## ATTACHMENT 2

### OREGON EMPLOYMENT DEPARTMENT INFORMATION SECURITY POLICY ACKNOWLEDGEMENT FORM



w w w . w o r k i n g i n o r e g o n . o r g

#### Oregon Employment Department Information Security Policy Acknowledgment Form

UPPORT BUSINESS & PROMOTE EMPLOYMENT

The Oregon Employment Department (OED) routinely updates security controls and measures to be certain that information assets are protected; ensuring confidentiality, integrity, and availability. As part of this on-going effort, security policies are reviewed annually, updated, and implemented.

OED's Information Security IRM 7 (2) policy and policy procedures define users of agency information resources expectations for behavior and activities as it pertains to such information resources. By signing this agreement I acknowledge that I have received a copy of OED's Information Security Policy IRM 7 (2) and the relevant policy procedures. I certify that I have read and understood that as an employee I am granted access to agency information resources to perform job functions and if I have any questions regarding use, I will discuss them with my supervisor; or as a non-employee may have access to information resources to perform contractual agreement responsibilities and if I have questions I will discuss them with my OED Manager Contact.

I understand this signed agreement will be placed in my Personnel file (or Managers' file if a Volunteer, Contractor, Vendor, Consultant or Partner). I further understand any violation of these policies can result in limitation, suspension, or revocation of access to agency information assets and can lead to other disciplinary action up to and including dismissal from State service, termination of contract, or monetary damages (maximum fine allowed by law). Knowingly violating portions of this policy may also constitute "computer crime" under ORS 164.377.

\_\_\_\_\_  
Employee / Worker Signature

\_\_\_\_\_  
Printed Employee / Worker Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Non-employee Signature  
(if non-OED employee)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Manager Contact Signature

\_\_\_\_\_  
Printed Manager Name


\_\_\_\_\_  
Date

\*The OED Information Security IRM 7 (2) policy is available at:  
[http://xpedio3.emp.state.or.us/stellent/groups/policydocs/documents/policy/securitypolicy\\_20090220.pdf](http://xpedio3.emp.state.or.us/stellent/groups/policydocs/documents/policy/securitypolicy_20090220.pdf)

Rev: 10/21/2010

## ATTACHMENT 3

### COMMITMENT TO CONFIDENTIALITY AGREEMENT

Oregon Employment Department		
<b>Commitment to Confidentiality – Level 3 (Full Access)</b>		
<b>FEDERAL LAW</b>		
The U.S. Department of Labor holds that under Sections 303(a)(1) and 303(a)(8) of the Social Security Act, information collected and maintained for the administration of the unemployment compensation program is confidential and, with certain exceptions, not subject to disclosure. This confidentiality requirement pertains to information required from individuals and employers or employing units for the purposes of administration of the state's unemployment compensation laws. This includes, among other items, the customer's name, address, social security number, earnings/wages, and employer BIN number.		
<b>STATE LAW</b>		
Oregon Revised Statute 657.665 provides "all information in the records of the Employment Department pertaining to the administration for the unemployment insurance, employment service and labor market information programs is confidential and for the exclusive use and information of the Director of the Employment Department in administering the programs which the agency oversees except as otherwise provided in ORS 657.665." ORS 657.665 also specifies certain circumstances under which confidential information may be shared with specified entities for specified purposes.		
<b>DEPARTMENT RULES (OARs)</b>		
OAR 471-010-0080 through 0125 provide additional authority and direction regarding access to, use, and disclosure of customer information provided to the Oregon Employment Department. The administrative rules detail the allowances for sharing customer information with partners in the one-stop system, law enforcement officials, agents, legislators, and attorneys. The rules also provide the sanctions for unauthorized disclosure, the need for interagency agreements to share the information, and a description of additional concepts discussed in both rule and statute.		
<b>UNDER PENALTY OF DISQUALIFICATION</b>		
ORS 657.665(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.		
<b>UNDERLYING GUIDELINES</b>		
<ol style="list-style-type: none"><li>1. You may have access to records only as necessary to do your job. DO NOT discuss identifying information from our records with coworkers unless you or they must do so in order to do your job.</li><li>2. Once accessed, the information may only be used for the purposes for which this confidential information sharing was approved.</li><li>3. Unless you have been given authority to discuss or disclose confidential information, refer to your supervisor all contacts that could result in disclosure.</li><li>4. Any unauthorized use constitutes a breach of confidentiality and is not within the scope of duties of any officer, agent, or employee. Unauthorized publication of the information is absolutely prohibited. Such unauthorized use is to be reported immediately to your supervisor. The supervisor will immediately call the OED help desk and ask to speak the security manager or the security incident responder on duty. The supervisor will then report the details to the security personnel.</li></ol>		
I understand that all information and data contained in OED records is confidential and not for release except under certain defined circumstances. I also understand that, as a non-OED employee, if I access or disclose any information not authorized by law, rule or policy, action up to and including revocation of access to agency information assets and termination of contract will be taken, which may also include monetary damages (maximum fine allowed by law).		
Should I have questions, in the future, regarding the confidentiality of OED records I will refer and discuss them with the OED Manager contact prior to releasing the information.		
Signature:	Printed Name:	Date:
Organization:	Location:	
Manager Signature:	Printed Manager Name:	Date:

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