

Exhibit A

**AGREEMENT NUMBER 19-326****INTERGOVERNMENTAL AGREEMENT FOR
CONFIDENTIAL INFORMATION SHARING
LEVEL 1**

This Agreement is between the State of Oregon acting by and through its Employment Department, hereinafter referred to as "Agency" and City of Portland, hereinafter referred to as "Local Government", both individually without distinction as "Party" and collectively as the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and 20 CFR § 603.5(e), ORS 657.665(4)(b) and Administrative Policy, allowing disclosure of confidential information to agencies of this state, federal agencies and local government agencies to the extent necessary to properly carry out governmental planning, performance measurement, program analysis, socioeconomic analysis and policy analysis functions performed under applicable law. The information disclosed is confidential and may not be disclosed by the agencies in any manner that would identify individuals, claimants, employees or employing units. If the information disclosed under this paragraph is not prepared for the use of the Employment Department, the costs of disclosing the information shall be paid by the agency requesting the information.

SECTION 2: PURPOSE

This Agreement allows City of Portland, Bureau of Planning and Sustainability (BPS) to obtain the most recently available QCEW data (business name, address and average employment) for general research, and for mapping and statistical analysis of employment geography, types of employment, and employment trends to support planning projects and sustainability program evaluation and performance measurement. This Agreement also allows BPS to use employment data for administering or enforcing laws related to recycling requirements. This includes planning and outreach to assist businesses with implementing recycling requirements. The purpose of the mailings would be to notify businesses of the following:

- Solid waste and recycling requirements;
- Programs and resources available to assist commercial entities in complying with the requirements;
- Changes to the requirements; and
- Enforcement of the requirements.

BPS will receive the requested information from Metro or the Portland Development Commission as geographic information system (GIS) data, which already have the relevant QCEW data per their own agreements with the State of Oregon.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date this Agreement has been fully executed. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on May 31, 2021.

SECTION 4: AGREEMENT ADMINISTRATORS

4.1 Agency's Agreement Administrator is:

Dave Yamaka
Workforce and Economic Research
875 Union Street NE
Salem, OR 97311
Telephone: 503-947-1209
Facsimile: 503-947-1210
E-mail address: david.k.yamaka@oregon.gov

4.2 Local Government's Agreement Administrator is:

Kevin Martin
Bureau of Planning and Sustainability
1900 SE 4th Ave. Suite 7100
Portland, OR 97201
Telephone: 503-823-7710
Facsimile: 503-__-____
E-mail address: kevin.martin@portlandoregon.gov

4.3 A Party may designate a new Agreement Administrator by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall:

- 5.1.1** Have access to confidential QCEW employer address data for program related outreach mailings.
- 5.1.2** Not share confidential employer address information with any entities without the express written permission by Agency's Agreement Administrator.
- 5.1.3** 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.

- 5.1.4 Ensure that the following safeguards are implemented and maintained throughout the term of this Agreement:
 - 5.1.4.1 Appoint a management employee to supervise access and maintain training of staff.
 - 5.1.4.2 Develop internal procedures that:
 - 5.1.4.2.1 Ensure only employees with a need to know have access to confidential records and only as needed;
 - 5.1.4.2.2 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));
 - 5.1.4.2.3 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 of the information (20 CFR 603.0 (c)):
 - 5.1.4.2.3.1 Any request for re-disclosure of Party information referenced in this Agreement shall be forwarded to the Party for disposition.
 - 5.1.4.2.3.2 Agency retains the legal authority to disclose UI information to persons or entities that are not the customer or employer who is the subject of the information (20 CFR 603.9(c)(i) and ORS 657.665(4)(d)).
 - 5.1.4.2.4 Ensure timely destruction of confidential records, either in electronic format or reduced to readable media, after their intended use.
- 5.1.5 Provide training in confidentiality procedures to employees authorized to view confidential records being disclosed under this Agreement.
- 5.1.6 Ensure Local Government 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)).
- 5.1.7 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.
- 5.1.8 Shall complete an Annual Audit Certification Form (Attachment 1) to be completed and submitted to Agency at OED_AUDIT_CERT@oregon.gov on or

before January 15th of each year this Agreement is in force and effect per Section 22.

5.2 Agency shall:

Give permission to Local Government to use confidential data in its possession for the purpose described in 2.

SECTION 6: COMPENSATION AND PAYMENT TERMS

There is no monetary consideration for services provided under this Agreement. This Agreement is a mutually beneficial partnership for both Parties and is instrumental in the administration of government programs.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a public sector entity duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (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 Government's 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 Government is party or by which Local Government 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 Government of this Agreement, other than those that have already been obtained; and
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government 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 Government.

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 Government 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 GOVERNMENT, 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 with respect to the Third Party Claim.
- 9.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (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 Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government 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 Government 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** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government 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 Government 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 Government 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 Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: LOCAL GOVERNMENT DEFAULT

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

- 10.1** Local Government 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 Government 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 Government is untrue in any material respect when made;
- 10.3** Local Government (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 Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government 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 Government 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 Government 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 Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's 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 Government 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 Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section, Local Government shall promptly pay any excess to Agency.

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 Government;
- 14.2.2** Immediately upon written notice to Local Government, 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 Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government;
- 14.2.4** Immediately upon written notice to Local Government, if Local Government, or any of its officers, employees, contractors, subcontractors or agents, 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 Government, if Local Government 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 Government, further disclosure of information from Agency to Local Government 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 Government may terminate this Agreement as follows:

- 14.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's 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 Government's performance under this Agreement is prohibited or Local

Government 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 32 of this Agreement, upon expiration or termination of this Agreement, Local Government 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 Agreement Administrator 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 shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties 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 Government 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 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

Neither Party is 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 Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 24: ASSIGNMENT AND SUCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government 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 Government's assignment or transfer of its interest in this Agreement will not relieve Local Government 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 Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations 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 Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government 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 Government 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 Government 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 Government shall complete and submit electronically to Agency at 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 15th 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 authorized to grant and revoke access to 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** Whether access to Agency information is granted to contractors, who the contractor is, and why the contractor is being given access; and
 - 29.1.9** What "informed consent" if any, the entity uses when gathering information from its customers.
- 29.2** Agency shall have final authority to determine whether Local Government 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 and the General Services Administration Inspector General may conduct on-site inspections of any areas of Local Government, and of any

third party to whom Local Government permits access or Agency information, 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 (NOT-APPLICABLE)

SECTION 32: PROTECTION OF CONFIDENTIALITY

- 32.1** Pursuant to 20 CFR Part 603, Local Government expressly warrants to Agency that the information disclosed by Agency to Local Government under this Agreement shall be used only to the extent necessary for the performance of official duties of Local Government 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 Government's Agreement Administrator and all staff having access to Agency information under this Agreement shall read, sign and submit to Agency's Agreement Administrator a Commitment to Confidentiality Agreement (**Attachment 2**) prior to Agreement execution. Local Government shall require anyone 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 Government assumes responsibility for any misuse or inappropriate disclosure of the information provided by Agency pursuant this Agreement.
- 32.4** Local Government shall store the information disclosed by Agency to Local Government 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 Government 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 Government shall undertake precautions to ensure that only authorized personnel are given access to that information.
- 32.5** Local Government shall not re-disclose the information disclosed by Agency to Local Government.
- 32.5.1** To the individual or employer who is the subject of the information.
- 32.5.2** To any attorney or other duly authorized agent representing the individual or employer.
- 32.5.3** In any civil or criminal proceedings for or on behalf of Local Government.
- 32.5.4** In response to a subpoena, only if (1) Local Government has filed and diligently pursued a motion to quash, and that motion has been denied; (2) a court previously has issued a binding precedential decision, or a well-established pattern of decisions, that require disclosures of this type; or (3) the subpoena was issued by a local, state,

or federal governmental official, other than a clerk of court on behalf of a litigant, with authority to obtain such information by subpoena under state or federal law.

- 32.5.5** To another official, agency, or public entity within the executive branch of federal, state, or local government, or to an elected official in the federal, state, or local government, if disclosure to that official for that purpose is authorized by ORS 657.665 and any relevant regulations under OAR chapter 471.
- 32.5.6** To an agent or contractor of an official, agency, or public entity within the executive branch of federal, state, or local government, or to an elected official in the federal, state, or local government, if disclosure to that official for that purpose is authorized ORS 657.665 and any relevant regulations under OAR chapter 471, and the public official retains responsibility for any uses of the information by the agent or contractor.
- 32.5.7** When so authorized by section 303(e)(5) of the Social Security Act.
- 32.5.8** When specifically authorized by a written release that meets the requirements of 20 CFR § 603.5(d).]
- 32.6** Local Government shall notify the Agency Agreement Administrator in writing prior to re-disclosure of any information. The notification must include, but is not limited to, who the information is being re-disclosed to, what specific information will be re-disclosed, for what reason the information is being re-disclosed and for how long will the re-disclosure of Agency information take place.

SECTION 33: SIGNATURES

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

City of Portland, Bureau of Planning and Sustainability

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

Agreement Number:	
Local Government Name:	
Local Government's Agreement Administrator:	
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?	
9. What "informed consent" if any, the agency uses when gathering	


information from its customers?	
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By signing below, I attest that the audit required by OAR 471-010-0125 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 pursuant to Section 29.

ATTACHMENT 2 COMMITMENT TO CONFIDENTIALITY AGREEMENT

Oregon Employment Department Commitment to Confidentiality - Level 1 (No SSN)		
FEDERAL LAW		
<p>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.</p>		
STATE LAW		
<p>Oregon Revised Statute 657.665 provides "all information in the records of the Employment Department pertaining to the administration of 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." ORS 657.665 also specifies certain circumstances under which confidential information may be shared with specified entities for specified purposes.</p>		
DEPARTMENT RULES (OARs)		
<p>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 (OED). 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.</p>		
UNDER PENALTY OF DISQUALIFICATION		
<p>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.</p>		
UNDERLYING GUIDELINES		
<ol style="list-style-type: none"> 1. Only use the information obtained under this agreement for the purposes for which this confidential information sharing was approved. 2. Never publish, share, or discuss information relating to an individual person (Unemployment Insurance (UI) claimant, Employment Service job applicant, UI wage file record, performance measures record, etc.) 3. Never publish, share, or discuss aggregate information relating to individual persons if there are fewer than three individuals in a particular aggregation. 4. Never publish, share, or discuss employment or other data for a specific employer. 5. Never publish, share, or discuss aggregate employment or other data for an industry or industry group if: <ol style="list-style-type: none"> a) there are fewer than three firms in the industry, or b) one firm makes up more than 80% of total employment in the industry. <p>Guidelines one, two, and three apply in all cases. Guidelines four and five apply to all data from the private sector and tribal government. Federal, state, and local government data at the agency or industry or occupational level may be released to the public without regard for the above confidentiality rules.</p> <p>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.</p> <p>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 and/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.</p> <p>Should I have questions regarding the confidentiality of OED records I will refer and discuss them with the appropriate OED Manager contact prior to releasing any information.</p>		
Signature:	Printed Name:	Date:
Organization:	Location:	
Manager Signature:	Printed Manager Name:	Date:

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