

Exhibit 1 – Contracts

## Contract for Fiscal Agent Services

This Contract, entered into by and between the South Central Region 8 Workforce Board, Inc. (The "Board") and Crowe Horwath LLP the ("Contractor"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the Chief Elected Official for the South Central Region 8 Workforce Board, Inc. has designated the Contractor to act as the Fiscal Agent for the Board. The Board and Chief Elected Official desire to contract for services for a Fiscal Agent

WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

NOW, THEREFORE, the parties agree as follows:

### **1. Duties of Contractor**

Contractor shall provide the services set forth on Exhibit A, attached hereto and incorporated herein (the "Services").

### **2. Consideration**

Contractor shall be paid, in arrears, a fee of \$78,000 for each of the two years under contract, (paid in monthly increments of \$6,500). Fees shall be payable thirty (30) days of invoice date.

### **3. Term**

This Contract shall be effective for the period July 1, 2016 to June 30, 2018, with one year renewal option.

### **4. Access to Records**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Board or by an authorized representative of state government. Copies thereof shall be furnished at no cost to the Board if requested. The Board is responsible for retaining originals of legal documents, agreements, and contracts and permanent records.

### **5. Assignment**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the Board's prior written consent.

The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Board, provided that Contractor gives written notice (including evidence of such assignment) to the Board thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

## **6. Audits**

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the Board.

## **7. Authority to Bind Contractor**

The signatory for the Contractor represents and warrants that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the Board.

## **8. Changes in Work**

In the event the Board requires a significant and substantial change in the scope, character or complexity of the work not previously contemplated or discussed by the parties after the work has begun; adjustments in compensation to the Contractor shall be determined by the Board in the exercise of its honest and reasonable judgment upon written request by the Contractor. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the Board. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

## **9. Compliance with Laws.**

A. Both parties shall comply with all applicable federal, Indiana State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Board and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Board, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website. If the Contractor or its agents violate any applicable ethical standards, the Board may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the Board.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the Board of any such actions. During the term of such actions, Contractor agrees that the

Board may delay, withhold, or deny work under any supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the Board decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Board following the procedures for disputes outlined herein. A determination by the Board shall be binding on the parties.

F. Any payments that the Board may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Board. Failure to do so may be deemed as a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the Board.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

#### **10. Condition of Payment**

All services provided by the Contractor under this Contract must be performed in accordance with the terms of Exhibit A and in accordance with all applicable federal, state, local laws, ordinances, rules, regulations, and appropriate accounting standards. The Board shall not be required to pay for work it finds to be negligent, unsatisfactory because it is inconsistent with this Contract, or performed in violation of any federal, state, or local statute, ordinance, rule or regulation and this unsatisfactory work was not fully and satisfactorily cured by Contractor after written notice according to the Dispute provision at paragraph 15.

#### **11. Confidentiality of Information**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Board.

The parties acknowledge that the services to be performed by Contractor for the Board under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State of Indiana, Board or its subcontractors in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the Board agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.



## **12. Continuity of Services**

- A. The Contractor recognizes that the services under this contract are vital to the Board and must be continued without interruption and that, upon contract expiration, a successor, either the Board or another Contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training, and
  2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the Board's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
  2. Negotiate, in good faith, a plan with a successor to determine the nature and extent of phase-in, phase-out services required to effectively transition between contractors including but not limited to allowing the successor to conduct on-site interviews with Contractor's appropriate employees and as described in Exhibit A.

The plan shall specify the transitional procedures and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Board's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period.

The Contractor shall be reimbursed at the Contractor's standard average monthly rate for the Contract year for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

## **13. Debarment and Suspension**

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the Board if any sub-contractor becomes debarred or suspended, and shall, at the Board's request, take all steps required by the Board to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

## **14. Default by Board**

If the Board, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

## **15. Disputes**

A. Should any disputes arise with respect to this Contract, the Contractor and the Board agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

**B.** The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the Board or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the Board for such costs. If the Board and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to an independent third party (herein after referred to as Arbitrator) agreed to by the Board and Contractor. The Arbitrator shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Board within ten (10) working days after presentation of such dispute for action. The Arbitrator's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Arbitrator, within ten (10) working days after receipt of the Arbitrator's decision, a written appeal. Within ten (10) working days of receipt by the Arbitrator of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to an Indiana court of competent jurisdiction.
2. The Board may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Board to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may stop work, and/or bring suit to collect these amounts without following the disputes procedure contained herein.

#### **16. Drug-Free Workplace Certification**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Board within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the Board for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the Board within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

### **17. Employment Option**

If the Board determines that it would be in its best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the Board or employee.

### **18. Force Majeure**

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

### **19. Funding Cancellation**

When the Board makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support

continuation of performance shall be final and conclusive. However, Contractor shall be paid for all Services performed up to the written date of the notice of termination provided to Contractor by the Board.

## **20. Governing Laws**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## **21. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the Board, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The Board shall **not** provide such indemnification to the Contractor.

## **22. Independent Contractor**

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees

## **23. Insurance**

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with additional general umbrella coverage in the amount of \$5,000,000. The Board is to be named as an additional insured on a primary, non-contributory basis.
2. Automobile liability with minimum liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The Board is to be named as an additional insured on a primary, non-contributory basis.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned Board representative a certificate of insurance and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2 on request. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The Board will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Board under this Contract shall not be limited by the insurance required in this Contract. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or limits modified without thirty (30) days' prior written notice to the Board.
4. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the Board to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the Board upon request.

#### **24. Key Person(s)**

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the Board shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the Board.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract are: Chris DuKate and Carla Crowe.

#### **25. Licensing Standards**

Both parties and their employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The Board shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor agrees to notify the Board immediately thereof and the Board, at its option, may immediately terminate this Contract.

**26. Merger & Modification**

This Contract, including all documents referenced in paragraph 30, Order of Precedence, constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

**27. Nondiscrimination**

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

**28. Notices to Parties**

Whenever any notice, statement or other communication is to be sent to the Board or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

**Notice to the Board shall be sent to:**

South Central Region 8 Workforce Board, Inc.  
C/O CLJ Associates, LLC  
2597 West Vernal Pike  
Bloomington, IN 47404

**Notice to the Contractor shall be sent to:**

Chris DuKate, CPA  
Crowe Horwath LLP  
3815 River Crossing Parkway, Suite 300  
P.O. Box 40977  
Indianapolis, IN 46240-0977

**29. Ownership of Documents and Materials**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the Board and all such materials will be the property of the Board. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Board, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the Board and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The

Contractor shall provide the Board full, immediate, and unrestricted access to the work product during the term of this Contract.

### **30. Order of Precedence**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the Board, (3) and attachments prepared by the Contractor. In the event of any conflict between the terms and conditions of this Contract and the provisions of any of the other documents identified in items (2), or (3) of the immediately preceding sentence, the terms and conditions of this Contract shall supersede and control.

### **31. Payments**

Fees shall be billed monthly in arrears by the contractor and shall be payable within thirty (30) days of the Board's receipt of the invoice.

### **32. Penalties/Interest/Attorney's Fees**

The Board will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees. The Contractor will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees.

### **33. Progress Reports**

The Contractor shall submit oral or written progress reports to the Board based upon their request. The progress reports shall serve the purpose of assuring the Board that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. For Contractor to provide services effectively and efficiently, the Board and its contractors, agree to provide Contractor timely with the information requested and to make its representatives available for Contractor's questions. The Board will also provide Contractor personnel with access to the Internet (if available). The availability of the Board's personnel and the timetable for their assistance are key elements in the successful completion of Contractor's services and in the determination of fees. Completion of Contractor's work depends on appropriate and timely cooperation from the Board's personnel and representatives; complete, accurate, and timely responses to Contractor's inquiries; and timely communication by the Board of all significant accounting and financial reporting matters of which you are aware.

### **34. Renewal Option**

This contract may be renewed under the same terms and conditions subject to the approval of the Board. The term of the renewed contract may not be longer than one year. Any provision for automatic renewal is void.

### **35. Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

### **36. Substantial Performance**

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

### **37. Taxes**

The Board is exempt from state, federal and local taxes. The Board will not be responsible for any taxes levied on the Contractor as a result of this contract under current law.

### **38. Termination for Convenience**

This contract may be terminated, in whole or in part, by the Board or the Contractor whenever, for any reason, either party determines that such termination is in their best interest. Termination of services shall be effected by delivery to the Board or Contractor of a Termination Notice at least ninety (90) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Board will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

### **39. Termination for Default**

- A. With the provision of thirty (30) days written notice to the Contractor, the Board may terminate this contract in whole or in part, if the Contractor **fails to**:
1. Correct or cure any breach of this contract;
  2. Perform the services within the time specified in this contract or any extension;
  3. Make progress so as to endanger performance of this contract without a cure after notification; or
  4. Perform any of the other provisions of this contract without a cure after notification.
- B. The Board shall pay the contract price for completed services accepted. The Contractor and the Board shall agree on the amount of payment for services rendered and accepted and for the protection and preservation of Board documentation in the possession of the Contractor. Failure to agree will be a dispute under the Disputes clause and the Board may withhold and place in escrow the amount in dispute until further resolution.
- C. The rights and remedies of the Board in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **40. Travel**

No expenses for travel will be reimbursed.

### **41. Waiver of Rights**

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

### **42. Work Standards**

The Contractor agrees to execute its responsibilities by following and applying at all times professional and technical guidelines and standards. If the Board becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this



contract, the Board may request in writing the replacement of any or all such individuals and Contractor may grant such reasonable request.

**43. Time Limits on Claims.**

In no event shall any action against Contractor arising from or relating to a specific Statement of Work or the services provided by Contractor relating to any Statement of Work or this Agreement generally be brought after the expiration of the applicable statute of limitations or repose.

**44. Changes in Law.**

Contractor may periodically communicate changes in laws, rules, or regulations to the Board. However, the Board has not engaged Contractor to and Contractor does not undertake an obligation to advise the Board of changes in laws, rules, regulations, industry or market conditions, the Board's own business practices, or other circumstances, except to the extent required by professional standards.

**NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, the Chief Elected Official for the South Central Region 8 Workforce Board, Inc. designates the Contractor to serve as the Fiscal Agent for the Board.

The Contractor and the Board have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**Crowe Horwath LLP Contractor:**

**South Central Region 8 Workforce Board, Inc.:**

Signature: Scott R. Nickerson

Signature: Brenda Reetz

Printed Name: Scott R. Nickerson

Printed Name: Brenda Reetz

Title: Partner

Title: CEO

Date: 5/11/16

Date: 5/11/16

**Chief Elected Official for the South Central Region 8 Workforce Board, Inc.**

Signature: Eugene K. McCracken

Printed Name: Eugene K. McCracken

Title: Chief - Elected Official

Date: 5/11/16

## Exhibit A

### Region 8 Fiscal Agent Statement of Work

#### General Duties of the Contractor

Crowe Horwath LLP will serve as the fiscal agent or Controller for WIOA and all other funds that are received by the South Central Region 8 Workforce Board, Inc. The fiscal agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting and reporting of WIOA and other funding during the period of the contract. The fiscal agent duties and responsibilities shall be performed for the direct benefit of the Board and performed in accordance with, and governed by, applicable WIOA regulations and State policy. The fiscal agent work shall be performed in accordance with Board policies and procedures.

The fiscal agent shall cooperate with and assist the Board and Regional Operator with their objectives for Region 8 in conformity with WIOA regulations. The fiscal agent has no duties or responsibilities for the management or results of any program for which funds are disbursed. The fiscal agent does not make decisions about who receives the money or approve budgets. The fiscal agent serves as the Controller for the Region. The Fiscal Agent manages accounts payable, receivables, reporting and performs fiscal monitoring annually of each Board contractor. The fiscal agent disburses the funds at the direction of the Board, as long as those directives do not violate any provision of WIOA or OMB Uniform Guidance. The Board funds will pass through the Fiscal Agent. The fiscal agent requests cash as needed from the Department of Workforce Development.

#### Specific Duties of the Contractor

##### 1) Control of Board Funds

- a. The fiscal agent shall project cash needs and request cash to coincide with timely payment to Board contractors.
- b. The fiscal agent will receive and manage all funds in compliance with applicable state, federal, Board policy and fund specific regulations; and ensure internal controls to maintain fiscal integrity.
- c. Monitor annually the financial management activity of all Board contractors for compliance with applicable policy, OMB Circulars, federal regulations and specific grant or contract requirements. Monitoring activities shall occur during the period of the contract or grant activity. The monitoring will be designed to mitigate the potential for questioned or disallowed costs. Written monitoring reports will be developed and submitted to the Board, Regional Operator and contractors by Crowe Horwath LLP.
- d. Review and evaluate procurement actions of the Board to ensure compliance with state and federal procurement standards.

##### 2) Disbursement of Funds

- a. The fiscal agent shall disburse Board funds in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA) and grant specific requirements.
- b. Disbursements shall be made by the fiscal agent from available funds at the direction of the Board within a reasonable time following receipt of complete and accurate requests for reimbursement.
- c. The fiscal agent will adhere to the applicable cost principles found in OMB Uniform Guidance. The OMB circulars are incorporated herein by reference and are further specified in program regulations at 29 CFR 95.27 and 29 CFR 97.22
- d. The fiscal agent shall disburse funds based upon invoices reviewed first by the Regional Operator.

### 3) Accounting of Funds

- a. The fiscal agent will maintain an accounting of all revenue, expenditures, program income, and applicable credits associated with all funds by funding stream, for the duration of the term of its services.
- b. The fiscal agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal or state regulatory requirements.
- c. The fiscal agent will limit the risk of questioned or disallowed costs.
- d. The fiscal agent will implement any invoicing system, or procedures deemed necessary by the Board and the fiscal agent in order to comply with its' duties and responsibilities.
- e. The fiscal agent will maintain an accounting of expenditures by expense type and service provider/vendor.
- f. The Board has purchased a server and a license for accounting software for remote access to the accounting system. The server is located at the Regional Operator office. The fiscal agent will maintain the integrity of the accounting data on the server and coordinate necessary maintenance.
- g. The fiscal agent will establish procedures and processes to ensure that all amounts payable to contractors, and/or vendors, are paid from existing funds and that proper documentation for each claim is maintained for monitoring and audit purposes.
- h. The fiscal agent will develop maintain and refine financial management policies and procedures that meet or exceed applicable state and federal requirements.
- i. The fiscal agent will establish procedures and processes to ensure that all amounts receivable or due to the Board are collected and recorded on a timely basis.
- j. The fiscal agent will maintain a record of all financial transactions for WIOA and other funds allocated and expended by the Board.
- k. The fiscal agent will assist with processes and procedures for invoicing, proper documentation, and reporting from contractors to the Board.
- l. The fiscal agent will prepare the cost allocation plan for the Board.
- m. The fiscal agent will establish a procedure to record and report all stand-in costs and matching funds (cash and in-kind).
- n. As requested, the fiscal agent will provide training and technical assistance to Board contractors on fiscal matters.

### 4) Financial & Grant Reporting

- a. To support the oversight role of the Board, the fiscal agent will prepare and disseminate financial reports on a monthly basis in formats prescribed by the entities to identify revenues, expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and contractors.
- b. The fiscal agent will work with the Board and develop standard financial reports as needed by the Board or Regional Operator.
- c. The fiscal agent will report on an accrual basis in accordance with the Department of Workforce Development requirements and systems.
- d. The fiscal agent will report total obligations by funding stream as required by DWD.
- e. On a monthly basis, the fiscal agent will provide the Board financial reports to the Regional Operator. Detailed reports as required by the Regional Operator will be provided as requested.
- f. The fiscal agent will prepare required federal and state financial reports associated with management of grant funds.
- g. The fiscal agent will provide reports and other assistance to the Board to monitor fiscal performance of all contractors and budgets.
- h. The fiscal agent will be required to prepare financial reports and grant closeouts annually.
- i. The fiscal agent will assist the Regional Operator with the preparation of grant and contract budgets.
- j. The fiscal agent will coordinate grants and contract management with the Regional Operator and Board contractors.

- k. The fiscal agent will provide regional allocation, expenditure and budget spreadsheets for RWB and RO review on a monthly/YTD basis.

**5) Recovery/Reimbursement**

- a. The fiscal agent shall assist the Board and/or Grantor with the recovery of funds paid to sub-recipients subsequently disallowed.
- b. The fiscal agent shall reimburse the Board and/or Grantor for any funds paid to a contractor and subsequently disallowed, to the extent that such disallowed funds are recovered from the contractor.
- c. The fiscal agent will not be responsible for funds disallowed at the contractor level.
- d. The fiscal agent will be responsible for any theft or misappropriation of Board funds and is required to carry at its own cost, E&O insurance, commercial liability and a fidelity bond that meets State requirements.

**6) Deliverables**

- a. Timely processing of invoices;
- b. Accounting of grant funds by funding stream;
- c. Cash management and cash requests to DWD as necessary;
- d. Monthly financial reports;
- e. Cooperation with the Board, Regional Operator and CEO toward goals and objectives of Region 8.
- f. The fiscal agent must participate in Regional Operator meetings; attendance at Board meetings and other meetings called by the Board and the Department of Workforce Development. The fiscal agent will be expected to participate in Statewide Fiscal Officers meetings.
- g. Assist in the preparation the annual tax return for the Board and submit it to the IRS/State;
- h. Coordinate and procure as necessary the audit of the Board. Conduct audit resolution in conjunction with the RO and Board.
- i. Complete all closeouts and/or annual settlements as required by DWD.

## **PROFESSIONAL/PERSONAL SERVICES CONTRACT**

### **WorkOne Coordinator**

This Contract, entered into by and between the South Central Region 8 Workforce Board, Inc. ("Board") and Rampley Consulting (the "Contractor") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

#### **1. Duties of Contractor**

- A. The Contractor shall provide the services of a WorkOne Coordinator by coordinating the activities provided by WorkOne staff, facilitating WorkKeys administration in the Region, Job Profiling and Skills Assessments, assisting with coordination and marketing of Job Fairs and providing Rapid Response coordination for mass dislocations in conjunction with the Business Consultants, Regional Operator and WorkOne staff. The Coordinator will be expected to be actively engaged in new or innovative pilot WorkOne programs and coordinate with community organizations and local initiatives.
- B. A more detailed Statement of Work is included in the attached Exhibit A, which is incorporated herein and made a part of this agreement.
- C. The specifications of the Request for Qualification issued by the Board on January 8, 2015 are incorporated into this contract as if fully set forth. The application to the Board from Rampley Consulting is made a part of this agreement and the contractor shall be bound by the statements made in the application.

#### **2. Consideration**

Total remuneration under this Contract shall not exceed \$ 57,000. The contractor will invoice the Board a fixed amount of \$ 4,750 per month after services have been performed. The contractor shall provide 1,150 hours of consultation during the contract term. 95% of the hours worked shall be performed by Richard Rampley, 5% of the hours worked may be performed by Kathy Rampley.

#### **3. Term**

This Contract shall be effective for a period of 12 months. It shall commence on July 1, 2015 and shall remain in effect through June 30, 2016. The Board may renew the contract annually. Renewals shall be based on performance. The contract may be renewed for two additional one-year periods.

#### **4. Access to Records**

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the Board or its authorized designees. Copies shall be furnished at no cost to the Board if requested.

#### **5. Assignment; Successors**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the Board's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Board, provided that the Contractor gives written notice (including evidence of such assignment) to the Board thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

#### **6. Audits**

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with audit guidelines specified by the Board.

#### **7. Authority to Bind Contractor**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed and accepted by the Board.

#### **8. Changes in Work**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the Board. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

## 9. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Applicable statutes, rules, and regulations are set forth in **Exhibit B**, attached hereto and incorporated fully herein. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Board and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6 et seq., IC § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the Board may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the Board of any such actions. During the term of such actions, the Contractor agrees that the Board may suspend funding for the Project. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the Board decides to suspend funding to the Contractor, the Contractor may submit, in writing, a request for review to the Board Chair. A determination by the Board Chair shall be binding on the parties. Any disbursements that the Board may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.



- E. The Contractor warrants that the Contractor and its subcontractors or contractors performing work in connection with this Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Board. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of this Contract Agreement and denial of Contract opportunities with the Board.
- F. The Contractor affirms that if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
  - (1.) The Contractor and any principals of the Contractor certify that:
    - (a.) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i.) IC §24-4.7 [Telephone Solicitation of Consumers];
      - (ii.) IC §24-5-12 [Telephone Solicitations]; or
      - (iii.) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
    - (b.) The Contractor will not violate the terms of IC §24-4.7 for the duration of this Contract Agreement, even if IC §24-4.7 is preempted by federal law.
  - (2.) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
    - (a.) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (b.) will not violate the terms of IC §24-4.7 for the duration of this Contract Agreement even if IC §24-4.7 is preempted by federal law.

## **10. Condition of Payment**

All services provided by the Contractor under this Contract must be performed to the Board's reasonable satisfaction, as determined at the discretion of the undersigned Board Chair and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The Board shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state or local statute, ordinance, rule or regulation.

## **11. Confidentiality of State of Indiana Information**

- A. The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor consents that data, material and information gathered, based upon or

disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Board.

- B. The Contractor will abide by all applicable statutes, regulations, directives and mandates to protect the privacy rights and interests of individuals who apply for employment and training and related services. The Contractor specifically agrees to adhere to the provisions of IC 22-4-19-6 and IC 4-1-6-1 *et seq.* Contractor recognizes that it is subject to the penalties for disclosure of protected information under IC 5-14-3-10.
- C. The parties acknowledge that the services to be performed by Contractor for the Board under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the Board agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

## **12. Debarment and Suspension**

The Contractor certifies, by entering into this Contract Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract Agreement by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on, or substantive control over, the operations of the Contractor.

## **13. Default by Board**

If the Board, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

## **14. Disputes**

- A. Should any disputes arise with respect to this Contract, the Contractor and the Board agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Board or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
  - C. The parties agree to resolve such matters through submission of their dispute to the Workforce Board Chair (or the Chair's designee.) The Chair shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Chair or the Contractor concludes that the presentation period is over. The Chair's decision shall be final and conclusive unless the Contractor mails or otherwise furnishes to the Chair, within ten (10) working days after receipt of the Chair's decision, a written appeal. Within ten (10) working days of receipt by the Chair of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
  - D. The Board may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Board to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

## **15. Drug-Free Workplace Certification**

- 1. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Board within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has

been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of Contract opportunities with the State of Indiana for up to three (3) years.

2. In addition to the provisions of the above paragraphs, if the total amount set forth in this Contract Agreement is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:
  - A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
  - B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
  - C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
  - D. Notifying in writing the Board within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
  - E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
  - F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **16. Employment Option**

If the Board determines that it would be in the Board's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the Board or the employee.

## **17. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

## **18. Funding Cancellation**

When the Chair of the Workforce Board makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Chair of the Workforce Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **19. Governing Laws**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## **20. Indemnification**

The Contractor shall indemnify, defend, save and hold harmless the Board, its agents, officials, employees, customers, consultants, third-party service providers, (the "**Board Indemnities**") from and against all claims, allegations, causes of action, or demands that are presented to or brought against one or more of the Board Indemnities, and any losses, liabilities, damages, lost premium, fines, penalties, assessments and/or related costs and/or expenses (including, but not limited to, reasonable attorneys' fees, expert fees, court costs, reasonable costs of investigation, litigation, settlement, judgment, appeal, interest, and/or penalties to enforce any right under this Agreement) (the "**Losses**") arising out of, in

connection with or relating to any act or omission of the Contractor and its fiscal agent if procured by the Contractor, regional operator, or service providers. The Contractor agrees to repay to Board, from non-federal funding sources, the costs determined by law to be disallowed in accordance with applicable federal, state or local laws, including rules or regulations. The Board shall **not** provide such indemnification to the Contractor.

## **21. Independent Contractor**

- A. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
- B. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

## **22. Insurance**

- A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:
  - 1. Automobile liability with minimum liability limits of \$250,000 per person and \$500,000 per occurrence. The Board is to be named as an additional insured on a primary, non-contributory basis.
  - 2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned Board representative a certificate of insurance.
- B. The Contractor's insurance coverage must meet the following additional requirements:
  - 1. Any deductible or self-insured retention amount or other similar obligation under the insurance policy shall be the sole obligation of the Contractor.
  - 2. The Board will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Board under this Contract shall not be limited by the insurance required in this Contract. The insurance required in this Contract, through a policy or endorsement(s), shall

include a provision that the policy and endorsements may not be canceled or limits modified without thirty (30) days' prior written notice to the Board.

3. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the Board to immediately terminate this Contract.

### **23. Licensing Standards**

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The Board shall not be required to pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the Board immediately and the Board, at its option, may immediately terminate this Contract.

### **24. Merger & Modification**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

### **25. Nondiscrimination**

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- B. The Contractor understands that the Board is a recipient of federal funds, and

therefore, where applicable, Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

## **26. Notice to Parties**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

### **A. Notices to the Board shall be sent to:**

South Central Region 8 Workforce Board  
C/O CLJ Associates, LLC  
2597 West Vernal Pike  
Bloomington, IN 47404

### **B. Notices to the Contractor shall be sent to:**

Richard Rampley  
7547 S. 750 E  
St. Paul, IN 47272

## **27. Payments**

All payments shall be made in arrears. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

## **28. Penalties/Interest/Attorney's Fees**

- A. The Board will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.
- B. Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the Board's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

## **29. Progress Reports**

The Contractor shall submit written progress reports to the Board on a monthly basis; such reports will be sent to the Regional Operator. The progress reports



shall serve the purpose of assuring the Board that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. The Board, DWD or the Regional Operator may require additional reports other than those specified.

### **30. Renewal Option**

This Contract may be renewed under the same terms and conditions, subject to the approval of the Board. The renewal shall be based on performance.

### **31. Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

### **32. Substantial Performance**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

### **33. Taxes**

The Board is exempt from most state and local taxes and many federal taxes. The Board will not be responsible for any taxes levied on the Contractor as a result of this Contract.

### **34. Termination for Convenience**

This Contract may be terminated, in whole or in part, by either party whenever, for any reason, either party determines that such termination is in its best interest. Termination of services shall be effected by delivery to the other party of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Board will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

### **35. Termination for Default**

- A. With the provision of thirty (30) days notice to the Contractor, the Board may terminate this Contract in whole or in part if the Contractor fails to:
  - 1. Correct or cure any breach of this Contract;
  - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  - 3. Make progress so as to endanger performance of this Contract; or
  - 4. Perform any of the other provisions of this Contract.
- B. If the Board terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Board considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Board for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The Board shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the Board shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Board may withhold from these amounts any sum the Board determines to be necessary to protect the Board against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the Board in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

### **36. Travel**

No expenses for in State travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Board authorized out of state travel will be reimbursed in accordance with the current Board travel reimbursement policy.

### **37. Waiver of Rights**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Board's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Board in accordance with

applicable law for all damages to the Board caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**38. Oversight**

The Board designates the Regional Operator to serve as the oversight entity for all activities of the Contractor. The contractor reports to the Board through the Regional Operator. The Regional Operator may direct the activities of the contractor on behalf of the Board.

**EXHIBIT A**  
**STATEMENT OF WORK**

Rampley Consulting is a vendor of the South Central Region 8 Workforce Board, Inc. Rampley Consulting is not a subrecipient. The contractor shall comply in all respects with this statement of work and the grants between the South Central Region 8 Workforce Board, Inc. and the Department of Workforce Development as well as any amendments to those grants.

The WorkOne Coordinator shall be responsible for coordination of the following activities and information. Day to day WorkOne activities are provided by DWD staff and WIOA Service Provider staff. The WorkOne Coordinator facilitates this work and acts as a consultant to the Regional Operator and Board. It will be the responsibility of the WorkOne Coordinator to ensure that WorkOne management is informed. The WorkOne Coordinator advises the Regional Operator and Board regarding Regional WorkOne activities in these areas:

**Rapid Response**

1. Close coordination with the state Rapid Response coordinator and Regional Operator.
2. Ensure employer is contacted within twenty-four (24) hours of receipt of a WARN notice to schedule an onsite meeting.
3. Attend on-site meetings
4. Facilitate worker transition committee meetings.
5. Collect surveys and disseminate the results.
6. Coordinate and facilitate worker orientation session using the uniform orientation presentation.
7. Advise employers or unions about the TAA program and assist with filing a petition.
8. Submit regular reports to the Regional Operator for the state Rapid Response Coordinator.
9. Attend meetings and training sessions as required.
10. Coordinate the delivery of Rapid Response Services to dislocated workers with WorkOne staff and Business Consultants.

**WorkKeys**

1. Coordinate marketing the WorkKeys program to employers and other stakeholders and assist in the coordination of this program throughout the Region.
2. Serves as the primary local contact for inquiries regarding WorkKeys.

## **WorkOne Information**

1. The Coordinator facilitates the dissemination of information from the Regional Operator, Department of Labor, State of Indiana, community and the partners within the WorkOne.
2. The Coordinator may conduct training of staff or partners from time to time on a variety of programs.
3. The Coordinator may provide reports as determined by the Regional Operator to the Board.

## **Integration**

Integration is the process of combining and coordinating WorkOne staff resources (State and Local staff) to provide seamless WorkOne services to customers.

1. The WorkOne Coordinator will ensure that Regional WorkOne staff continuously refine their processes to achieve an efficient service delivery system.
2. The WorkOne Coordinator will work with staff to analyze problems and recommend solutions to the Regional Operator.
3. The WorkOne Coordinator will participate as a member of the Leadership Team to ensure consistent and effective Region wide services are provided in the WorkOne offices.

## **Indiana Career Connect**

1. Indiana Career Connect is the State Job Matching system. The Coordinator will be the Regional trainer of staff for I.C.C.
2. The Coordinator ensures that the Business Services Team informs members of the community regarding I.C.C.
3. The Coordinator will generate reports from I.C.C. and provide summary report information to the Regional Operator and/or the Board.

## **Deliverables**

1. On a monthly basis provide a detailed activity report to the Regional Operator of significant WorkOne activities, meetings and analysis of WorkOne challenges with recommendations for improvement.
2. On a weekly basis provide to the Regional Operator planned meetings for the upcoming week including regional community organizations and initiatives.

## EXHIBIT B

### APPLICABLE STATUTES AND REGULATIONS

- (a) Workforce Innovation and Opportunity Act, 29 USC §3101 et seq;
- (b) Workforce Innovation and Opportunity Act regulations
- (c) Wagner-Peyser Act, 29 USC §49; as amended by PL 113-128, §301 et seq.
- (d) Establishment and Functioning of State Employment Services, 20 CFR §652.1 et seq;
- (e) Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act;
- (f) Job Counseling, Training and Placement Services for Veterans, 38 USC §4100 et seq; *Employment and Training of Veterans*, 38 USC §4211 et seq;
- (g) Fair Labor Standards Act 29 USC §201 et seq;
- (h) Department of Workforce Development, IC 22-4.1 and accompanying rules, regulations and policy directives;
- (i) Trade Act of 1974, as amended, 19 USC §2771 et. seq.;
- (j) Trade Adjustment Assistance Regulations. 20 CFR §617.1 et seq. and 20 CFR §618.890.
- (k) Office of Management and Budget Uniform Guidance 2 CFR §1.100 et seq.;

**Non-Collusion and Acceptance**

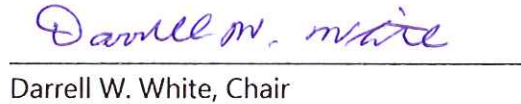
The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, the Contractor and the Board have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Rampley Consulting**

**South Central Region 8 Workforce Board, Inc.**

  
Richard Rampley, Owner

  
Darrell W. White, Chair

6-29-2015  
Date

7-2-2015  
Date

**Prepared By:**  
**South Central Regional Operator**  
**CLJ Associates LLC**

  
John F. Corcoran, Partner

7-2-15  
Date

**SOUTH CENTRAL REGION 8 WORKFORCE BOARD, INC.**  
**REGIONAL OPERATOR SERVICES AGREEMENT**

THIS AGREEMENT is made by and between South Central Region 8 Workforce Board, Inc. ("Region 8") and CLJ Associates, LLC.

**RECITALS**

WHEREAS, Region 8 is a public benefit corporation duly organized under the laws of the State of Indiana with a principal office located at 2597 W. Vernal Pike, Bloomington, IN 47404;

WHEREAS, CLJ is a Limited Liability Company duly authorized under the laws of the State of Indiana and is a consulting firm with a principal office located at 2597 W. Vernal Pike, Bloomington, IN 47404;

WHEREAS, Region 8 was organized exclusively for the purpose of providing policy guidance for and to review, evaluate and/or monitor the activities of a Regional Operator under the Workforce Investment Act and all other federal, state or local funded programs under the auspices of the regional workforce board in order to create a workforce system to integrate all public workforce resources in the eight counties into an easily accessible system to benefit Hoosier families and regional economies;

WHEREAS, CLJ has tendered and submitted to Region 8 a comprehensive Proposal for Regional Operator Services ("the Proposal"), a copy of which is attached hereto and incorporated herein;

WHEREAS, Region 8 wishes to retain CLJ to perform Regional Operator Services for Region 8 according to the terms set forth in the Proposal and in this Agreement and in fulfillment of its public benefit mission, and;

WHEREAS, CLJ wishes to perform Regional Operator Services for Region 8 according to the terms set forth in the Proposal and in this Agreement;

NOW THEREFORE, in exchange for the mutual and reciprocal covenants and sufficient consideration in support thereof, Region 8 and CLJ agree as follows:

**ARTICLE I: Acceptance of Proposal and Award of Contract**

Section 1.01. The Proposal, dated October 20, 2014 attached hereto and incorporated herein as if fully set forth, is hereby accepted by Region 8 and the contract is hereby awarded to CLJ for Regional Operator Services.



## **ARTICLE II: Services and Accountability**

Section 2.01. Duties of Operator. Upon Region 8's authorization and to the extent necessary to meet the needs and mission of Region 8, CLJ agrees to perform for and within Region 8 the Regional Operator Services set forth in the Proposal. Said services shall be delivered in accordance with the Plan for Providing Regional Operator Services, as specifically stated in Section V. Plan of Service of the Proposal.

Section 2.02. Additional Duties. CLJ shall provide other such services as reasonably required and requested by Region 8 in conjunction with Region 8's mission and purpose, as stated above and incorporated herein.

Section 2.03. Reports Required. CLJ shall attend and meet with the Region 8 Board at each of its quarterly meetings and shall provide to Region 8 a report of all activity of the Regional Operator, including all statistics, data, financial records and other reporting relating to all activity under this Agreement for the past quarterly period. CLJ shall provide other reports, information or documentation to Region 8 as it may reasonably require from time to time, in addition to the required quarterly reports.

## **ARTICLE III: Term of Agreement**

Section 3.01. Term. The term of this Agreement shall commence on the 1<sup>st</sup> day of July, 2015, and shall continue in full force and effect until the 30<sup>th</sup> day of June, 2017 except as otherwise provided by this Agreement.

Section 3.02. Renewal Option. Upon expiration of the two-year term and providing there are no defaults hereunder, this Agreement may be extended for an additional one (1) year period, at an annual rate and fee then-determined by the parties and as determined by available funding. In the event that Region 8 desires to renew the Agreement for one additional year, Region 8 shall give CLJ written notice thereof at least sixty (60) days prior to the expiration of the original term for negotiation of the additional one-year term.

## **ARTICLE IV: Compensation for Services**

Section 4.01. Payment. As compensation for performing the Regional Operator Services in accordance with this Agreement, Region 8 shall pay to CLJ a total, annualized amount equal to Three Hundred Forty Six Thousand Three Hundred Thirty Two Dollars and no cents (\$346,332), payable in twelve equal monthly amounts and based on services actually provided from month to month so long as this Agreement is in effect.

Section 4.02. Included Services. Payment under this Agreement is inclusive of any and all personnel and employment costs associated with CLJ 's duties under this Agreement; all in-state travel, mileage, hotel fees and per diems; all costs associated with maintaining offices within Region 8 and costs associated with annual formal compliance monitoring and financial review; all as set forth in the Proposal.

Section 4.03. Other Services. In the event that CLJ incurs expenses at the request of Region 8 for items beyond Included Services, as provided above, such expenses incurred by CLJ shall be separately authorized by Region 8 and must be approved and authorized, in advance, by Region 8 before payment is made. .

Section 4.04. Method of Payment. CLJ shall remit an invoice in the amount of \$28,861 on or after the last day of each consecutive calendar month, therein detailing the work performed in accordance with the Regional Operator Services for Included Services. Upon review and approval of CLJ's invoices, Region 8 shall then remit payment to CLJ. In the event that CLJ remits invoices for Other Services as contemplated by Section 4.03, above, in that event, CLJ shall remit a detailed invoice and supporting documentation to Region 8 for review, approval and payment of the same.

#### **ARTICLE V: Place of Services**

Section 5.01. Region 8. CLJ will perform most services in conjunction with this Agreement within the eight (8) county area comprising Region 8 and shall maintain offices, necessary support and telephone services within the Region 8 area for effective and efficient delivery of services to clients.

Section 5.02. Other. In addition to the Region 8 offices, CLJ shall be available to provide services, including meetings, trainings, planning and sessions at other locations reasonably required by Region 8 during the term of this Agreement and any extensions or renewals hereof.

#### **ARTICLE VI: Time Devoted**

Section 6.01. Full-time Equivalent. It is anticipated that CLJ will spend the equivalent of two and one-half (2.5) full time employees in managing its obligations as Regional Operator under this Agreement. The particular amount of time may vary from day to day or week to week, however, CLJ shall devote sufficient time per month to appropriately and adequately fulfill its duties under this Agreement.

Section 6.02. Availability. CLJ shall make its consultants available for work related to this Agreement during regular business hours, Monday through Friday, excepting State holidays during which State government offices are closed for business.

#### **ARTICLE VII: Condition of Satisfaction**

Section 7.01. Adequate Performance. It is agreed between the parties that all work performed by CLJ under this Agreement shall be performed to the satisfaction of Region 8. The obligation of Region 8 to continue to make payments to CLJ under this Agreement is conditioned on CLJ's performance of the Regional Operator services in a manner satisfactory to Region 8. Region 8 shall have the sole right to determine whether it is satisfied or dissatisfied with CLJ's performance according to Region 8's own standards, regardless of the standards or opinions of others. Region 8 shall make this determination in good faith.

Section 7.02. Work Standards. CLJ shall execute its responsibilities by following and applying

at all times the highest professional and technical guidelines and standards and shall devote the time and expertise necessary for the full and faithful performance of its duties as Regional Operator for Region 8.

#### **ARTICLE VIII: Consultant Status**

Section 8.01. Independent Contractor. The parties herein agree that CLJ shall act as an independent contractor in the performance of its duties under this Agreement. Accordingly, CLJ shall be responsible for the payment of all taxes and/or assessments, including Federal, State, and local taxes arising out of the activities or work associated with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes and any other taxes or business license fees as required.

Section 8.02. Relationship of Parties. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party shall be liable for the debts or obligations of the other. No employee of CLJ shall be deemed to be an employee of Region 8, and Region 8 shall not have the authority to employ or terminate CLJ employees.

Section 8.03 Licenses and Permits. Throughout the term of this Contract and any renewal period exercised by Region 8, CLJ shall obtain and keep in good standing all necessary licenses, permits, professional certifications, and other required forms of governmental approval required of it to operate its business within the bounds of applicable law.

Section 8.04. CLJ employees and/or other workers. CLJ shall maintain and provide all necessary insurance for its employees or subcontractors, including but not limited to unemployment and workers' compensation insurance and shall further comply with all laws, regulations and rules concerning the same. In addition, CLJ shall certify during the course of this Agreement that it has verified that all employees, subcontractors or others receiving funds under or in connection with this Agreement are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from performing under this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. CLJ is solely responsible for any paybacks and/or penalties arising from or in the event of non-compliance.

#### **ARTICLE IX: Documents, Access, and Confidentiality**

Section 9.01. Materials and Documents. Any and all documents, records (computer or otherwise), programs, compilations, data, film, tape, articles, memoranda, and other materials (referred to as "Materials") not developed or licensed by CLJ prior to execution of this Agreement but specifically developed or created under this Agreement shall be considered "work for hire" and CLJ hereby transfers any ownership claim for the same to Region 8. All Material shall be proprietary to Region 8 and use by CLJ for any purpose other than performance of this Agreement is prohibited. Upon termination of this Agreement, CLJ shall turn over and relinquish all Material to Region 8. CLJ shall further be liable for replacement and costs of the same for any Material damaged or lost and CLJ shall cause the same to be recovered at its

expense, including materials developed for or supplied by the State of Indiana and used to develop or assist in the performance of services provided by CLJ hereunder.

Section 9.02. Access to Records. CLJ shall maintain and organize all records, documents, papers, books, accounting records, and other documentation relating to the duties performed by it under this Agreement, including the records of all financial costs associated with this Agreement. Such documentation and materials shall be maintained at the office of CLJ and shall be available for inspection by Region 8, its duly appointed representative or the Federal awarding agency during the term of this Agreement, any renewals thereof, and for a period of three (3) years after termination of this Agreement. Upon request, Region 8 may request written copies of such materials and documents, which shall be provided by CLJ at no expense to Region 8.

Section 9.03 Confidential Information. CLJ agrees that any Confidential Information received during the term of this Agreement shall be maintained in the strictest of confidence by CLJ at all times, which covenant shall survive termination of this Agreement. Confidential Information for purposes of this provision shall include but not be limited to protected data, material and information gathered as well as information regarding individuals and families served within Region 8, including personal identifying data.

#### **ARTICLE X: CLJ Representations and Warranties**

Section 10.01. Due Authorization. CLJ represents that it is qualified and able to perform the terms and conditions of this Agreement and this Agreement is duly authorized without further action or acceptance by its Members or any other authority. CLJ further represents and warrants that neither it nor any principal are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. "Principal" means any member, officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities or a person who has a critical influence on or substantive control over the operations of the CLJ.

Section 10.02. Compliance with laws. CLJ shall comply with all applicable federal, state, and local laws, ordinances, regulations and rules pertaining to the matters arising under this Agreement and the performance thereof. CLJ shall comply with all ethical requirements applying to persons doing business with Region 8, as set forth by Indiana code 4-2-6 *et seq*, the regulations promulgated thereunder and Executive Order 04-08, dated April 27, 2004. CLJ understands that it may be subject to immediate termination under this Agreement and further be subject to penalties for breach of relevant statutory provisions.

Section 10.03. Nondiscrimination. CLJ represents and warrants that upon execution of this Agreement and thereafter, and in accordance with local, state and federal laws, CLJ and its subcontractors does and shall not unlawfully discriminate against another individual in hiring or contracting for services under this Agreement and any such violation shall constitute a material breach of this Agreement.

Section 10.03. No Violations. CLJ represents and warrants that it is a limited liability company

in good standing under the laws of the State of Indiana and has no outstanding or pending enforcement actions, including but not limited to civil or criminal actions and further is current in all payments due for taxes, liabilities or fees to the State of Indiana and the Federal Department of Treasury or other government taxing authority. CLJ understands and agrees that any payment in arrears and due to the State of Indiana may be withheld from payments due CLJ by Region 8, and further payments may be withheld, delayed or denied until such time as CLJ becomes current in its obligations and has submitted satisfactory proof of such payment to the State of Indiana to Region 8.

Section 10.04 Conflict of Interest. In the event that any conflict of interest or the appearance of a conflict of interest arises in the performance of its duties hereunder, CLJ shall disclose the same immediately to Region 8 and shall refrain from participation or involvement in any circumstance where a conflict of interest or the appearance of the same arises, as reasonably identified and determined by CLJ considering all of the facts and circumstances known or reasonably ascertainable by CLJ.

Section 10.05. Drug-Free Workplace. CLJ agrees to make a good faith effort to provide and maintain a drug-free workplace. In the event that a person working under this Agreement, in any capacity, has been convicted of a criminal drug violation occurring in the workplace, CLJ shall give written notice of the same to Region 8 within ten (10) days of receipt of actual knowledge of such occurrence.

Section 10.06. Non-Collusion. Under the penalties of perjury and based on the best of knowledge, the undersigned hereby affirms and attests that he/she is the properly authorized representative, agent, member and/or officer of CLJ, that he/she has not, nor has any other member, employee, representative, agent or officer of CLJ, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement, except as expressly appearing by the terms of this Agreement herein provided.

Section 10.07. Survival of Terms. The representations and warranties herein made by CLJ shall survive termination of this Agreement.

#### **ARTICLE XI: Breach and Termination**

Section 11.01. Unsatisfactory Performance. If at any time after the execution of this Agreement, Region 8 determines in good faith that CLJ's performance of the Regional Operator services is not satisfactory, Region 8 may terminate this Agreement upon ten (10) days advance written notice. The description of any unsatisfactory performance in the written notice of termination served by Region 8 upon CLJ shall in no way preclude Region 8 from specifying additional or supplemental defaults in any action, arbitration, hearing, or suit relating to this Contract or its termination.

Section 11.02. Breach by CLJ. In the event that CLJ breaches this Agreement, Region 8 may terminate the Agreement and pursue all legal and equitable remedies and damages arising as a result of the breach, including reimbursement for attorney fees and expenses.

Section 11.03. Breach by Region 8. Region 8 will perform its obligations in good faith and, upon any breach hereunder, CLJ shall provide a written notice to Region 8 of such alleged breach, allowing a sixty (60) day period to correct or cure such breach. In the event that such breach is cured or corrected within the sixty (60) day period, or if Region 8 is reasonably working to correct or cure a breach and more than sixty (60) days is reasonably necessary for such cure or correction, then CLJ may not terminate the Agreement. However, if the breach is not cured or corrected within the sixty (60) day period (or Region 8 is not making efforts to cure such breach if more than 60 days is reasonably necessary), then CLJ may terminate this Agreement and shall be paid for work performed and due up to the date of termination. Region 8 shall not pay any penalties, liquidated damages, interest or attorney fees, except as expressly required by Indiana law.

## **ARTICLE XII: Indemnification and Insurance**

Section 12.01. Indemnification. CLJ hereby agrees to protect, defend, and indemnify Region 8 and hold it harmless from and against any and all costs, injury, loss, claim, damage, liability, expense (including attorney fees), court costs, and demand of every kind or nature, in connection with and/or arising in any way out of CLJ's performance of the Regional Operator services, including (without limitation) any and all claims arising from contracts between CLJ and third parties made to effectuate the purpose of this Contract, premises liability, and injury to persons or property.

Section 12.02. Insurance. CLJ shall furnish and keep in full force and effect at all times during the term of this Agreement the following insurance, for which CLJ shall pay all premiums, and for which CLJ shall furnish Region 8 with an appropriate certificate of insurance as evidence thereof:

- (a) Standard commercial general liability insurance in the name of CLJ in the minimum amounts of \$250,000 per person and \$500,000 per incident, for losses and/or claims;
- (b) Loss casualty insurance in an amount not less than One Million Dollars to insure against all perils, premises liability, and use of motor vehicle(s), insuring against personal injury and/or death and property damage.

In the event insurance is not available as herein provided, CLJ shall give written notice to Region 8. CLJ shall not commence performance of this Agreement until such time as the insurance coverage provided for herein, or a mutually satisfactory insurance arrangement, is in full force and effect. Region 8 shall be an additional named insured for purposes of insuring against general commercial liability coverage or loss casualty coverage, as provided above.

## **ARTICLE XIII: Assignment and Successors**

Section 13.01. Assignment. No right or interest arising under this Agreement shall be assigned by either party without the prior written consent of the other. Notwithstanding this provision, CLJ may assign its rights to payment hereunder to such third parties as CLJ may desire provided that CLJ give written notice to the Board thirty (30) days in advance of payment of any amount

so assigned, submitted therewith evidence of such assignment. Any amounts so assigned shall not be assigned to more than one party and is limited to unpaid amounts due and approved for payment under this Agreement.

Section 13.02. Successors. This Agreement shall be binding on, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties.

#### ARTICLE XIV: MISCELLANEOUS TERMS

Section 14.01. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Indiana and venue for any disputes arising hereunder shall be in the circuit court sitting in Monroe County, Indiana.

Section 14.02. Force Majeure. In the event that either party is unable to perform its obligations under this Agreement or to enjoy its benefits as a result of forces or matters beyond the control of the party, which includes but is not limited to natural disaster, riot, or governmental decrees outside the control of the parties hereto, the party so affected shall provide written notice to the other party upon the first available moment and shall do all things possible to resume performance under this Agreement. In the event that a *force majeure* continues without interruption for a period exceeding thirty (30) days from receipt of notice of such occurrence, the party whose ability to perform has not been so affected may terminate this Agreement by written notice to the affected party. For purposes of this Agreement, a written decision by the Department of Workforce Development that funding is reduced or no longer available and/or will not be appropriated to support this Agreement shall be considered a *force majeure* and immediately upon such occurrence or determination, this Agreement shall be terminated by written notice by Region 8 to CLJ.

Section 14.03. Integration. This Agreement is only one part of the entire agreement between the parties, the other part being the Proposal that is attached hereto. Each instrument is intended to be part of the agreement between the parties and both instruments, combined, represent the entire agreement of the parties. The Contract and Proposal correctly set forth the obligations of Region 8 and CLJ to each other as of the date of the Contract's execution. Any agreements or representations not expressly set forth in this Contract or the attached Proposal are null and void.

Section 14.04. Severability and Non Waiver. If a court determines that any section, subsection, clause or provision of this Agreement is invalid, it shall not affect the validity of the remaining sections, subsections, clauses or provisions, which shall remain in full force and effect without regard to the invalid portions. A failure to enforce a particular provision or term of this Agreement shall not operate as a waiver as to any provision or term of this Agreement, except if such waiver is made in writing and signed by the party waiving such provision or term.

Section 14.05. Execution of Agreement. The foregoing Agreement for Regional Operator Services is hereby executed and the parties agree that CLJ shall perform Regional Operator Services for Region 8 on the terms stated.

**SOUTH CENTRAL REGION 8 WORKFORCE BOARD, INC.**

Darrell M. White  
By: Darrell White, Chairperson  
Region 8, Board of Directors

Date: 3-18-2015

**CLJ ASSOCIATES, LLC**

John F. Corcoran  
By: John F. Corcoran  
Authorized Member

Date: 3-18-15

ATTEST:

Shannon R. Laurent  
By: Shannon R. Laurent  
Authorized Member

Date: 3-18-15

Attachments:

1. South Central Region 8 Workforce Board, Inc.  
Proposal for Regional Operator Services 10/20/2014



**CONTRACT FOR THE PROVISION  
OF EMPLOYMENT AND TRAINING SERVICES  
(Workforce Innovation and Opportunity Act)**

**Contract Number WIOA-15-ADW-VU  
WIOA Adult, Dislocated Worker**

This Contract Agreement, entered into by and between the South Central Region 8 Workforce Board, Inc. (hereinafter the "Board"), and Vincennes University (hereinafter the "Contractor") is executed pursuant to IC 22-4-18-1(b)(4) and the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1.) Applicable Law, Purpose and Funding Source:**

- A. Applicable Law: The applicable federal and state statutes, rules and regulations, as the same may be amended from time to time, for the Contract funds are set forth in **Exhibit A**, attached hereto and incorporated fully herein. This Contract shall be used exclusively in accordance with the provisions contained in this Contract Agreement, and in the applicable federal and state statutes, rules and regulations and the Office of Management and Budget (OMB) Uniform Guidance 2 CFR, Part 200.
- B. Purpose: The purpose of this Contract Agreement is to implement the employment and training programs and/or services described in the "Statement of Work", attached hereto as **Exhibit B**, and incorporated fully herein ("The Statement of Work").
- C. Funding Source: The funding source to support this Contract are funds made available pursuant to the federal Workforce Innovation and Opportunity Act, (WIOA) 29 USC 3101 et seq. and any amendments thereto; which is incorporated herein and made a part hereof by reference.
- D. Vincennes University is the WIOA Adult, Dislocated Worker and Youth service provider competitively procured by the Board. Funds under Title I of the Workforce Innovation and Opportunity Act flow from the State of Indiana, Department of Workforce Development to the Board's Fiscal Agent and to the Contractor. The Contractor may not designate or assign liability to any other entity for such funds distributed by the fiscal agent, and shall be liable for any misuse of the Contract funds

2.) **Term**: The term of this Contract Agreement shall be from July 1, 2015 until June 30, 2016 (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date. The Contractor may request in writing that the Expiration Date only of this Contract Agreement be extended. If a request for extension is granted, the extension shall be

made by written agreement of the parties and subsequent approval by all appropriate Board officials or their designees.

3.) **Consideration:** The Project Budget is set forth in **Exhibit C**, attached hereto and incorporated fully herein (the "Budget"). Maximum payment is limited to the lesser of:

A. \$ **1,325,000** as specified in the Budget; or

B. The actual cost of performing the services and activities described in this Contract Agreement.

4.) **Audits:**

A. The Contractor shall submit to an audit of funds paid through this Contract Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Contract Agreement and for a period of three (3) years after final payment for inspection by the Board or its authorized designee. Copies shall be furnished to the Board at no cost.

B. If required by applicable provisions of the Office of Management and Budget's Uniform Guidance, 2 CFR, Part 200, following the expiration of this Contract Agreement, the Contractor shall arrange for a financial and compliance audit of funds provided by the Board pursuant to this Contract Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Uniform Guidance, 2 CFR, Part 200. The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the Board in accordance with the terms of this Contract Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the Board an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the Board to be in the best interests of the Board. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract Agreement and that the Contractor is not out of compliance with the financial aspects of this Contract Agreement. All nongovernmental organizations are required by IC-5-11-1-4 to file an Entity Annual Report (Form E-1) with the Indiana State Board of Accounts. The E-1 form is due within thirty (30) days after the entity's fiscal year end.

5.) **Authority to Bind Contractor:** Notwithstanding anything in this Contract Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to

execute this Contract Agreement on behalf of the Contractor and has obtained all necessary or applicable approval from the Contractor to make this Contract Agreement fully binding upon the Contractor when his/her signature is affixed, and accepted by the Board.

**6.) Compliance with Laws:**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Board and the Contractor to determine whether the provisions of this Contract require formal modification.
  
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6 et seq., IC § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the Board may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
  
- C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.
  
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the Board of any such actions. During the term of such actions, the Contractor agrees that the Board may suspend funding for the Project. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the Board decides to suspend funding to the Contractor, the Contractor may submit, in writing, a request for review to the Board Chair. A determination by the Board Chair shall be binding on the parties. Any disbursements that the Board may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
  
- E. The Contractor warrants that the Contractor and its subcontractors or contractors performing work in connection with this Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and

environmental statutes, rules, or regulations in the performance of work activities for the Board. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of this Contract Agreement and denial of Contract opportunities with the Board.

F. The Contractor affirms that if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

(1.) The Contractor and any principals of the Contractor certify that:

(a.) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i.) IC §24-4.7 [Telephone Solicitation of Consumers];

(ii.) IC §24-5-12 [Telephone Solicitations]; or

(iii.) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(b.) The Contractor will not violate the terms of IC §24-4.7 for the duration of this Contract Agreement, even if IC §24-4.7 is preempted by federal law.

(2.) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(a.) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(b.) will not violate the terms of IC §24-4.7 for the duration of this Contract Agreement even if IC §24-4.7 is preempted by federal law.

7.) **Confidentiality of State of Indiana Information:** The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor conveys that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Board.

The Contractor will abide by all applicable statutes, regulations, directives and mandates to protect the privacy rights and interests of individuals who apply for employment and training and related services. The Contractor specifically agrees to adhere to the provisions of IC 22-4-19-6 and IC 4-1-6-1 *et seq.* Contractor recognizes that it is subject to the penalties for disclosure of protected information under IC 5-14-3-10.

The parties acknowledge that the services to be performed by Contractor for the Board under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State of Indiana in its computer system

or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the Board agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

**8.) Debarment and Suspension:**

- A. The Contractor certifies, by entering into this Contract Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract Agreement by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on, or substantive control over, the operations of the Contractor.
- B. The Contractor must seek prior approval from the Board before subcontracting substantive program work to subcontractors. If the Contractor does contract substantive program work, the Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractors. The Contractor shall immediately notify the Board if any subcontractor becomes debarred or suspended, and shall, at the Board's request, take all steps required by the Board to terminate its contractual relationship with the subcontractor for work to be performed under this Contract Agreement.

**9.) Drug-Free Workplace Certification:** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Board within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of Contract opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Contract Agreement is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled

substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the Board within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

10.) **Employment Eligibility Verification:** As required by IC §22-5-1.7, the Contractor hereby swears or affirms under the penalties of perjury that:

- A. the Contractor has enrolled and is participating in the E-Verify program;
- B. the Contractor has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. the Contractor does not knowingly employ an unauthorized alien.
- D. the Contractor shall require its contractors who perform work under this Contract Agreement to certify to Contractor that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Contractor shall maintain this certification throughout the duration of the term of a contract with a contractor.

The Board may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**11.) Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor and/or its fiscal agent shall utilize fiscal control and accounting procedures that permit the preparation of all required reports and the tracing of expenditures adequate to establish compliance with all applicable requirements. The Contractor shall prepare required reports that are uniform in definition, reasonably accessible and comprehensible to all authorized parties, verifiable for monitoring, reporting, audit and evaluation purposes, and in accordance with the specifications of the Statewide Management Information System as set forth by the State.

**12.) Funding Cancellation:** When the Director of the Board makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract Agreement, it shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**13.) General Assurances and Certifications:** The Contractor certifies that in connection with the activities undertaken pursuant to this Contract Agreement:

- A. The Contractor shall comply with all applicable policy and directives issued by the State and Board;
- B. The Contractor represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of **all funds** awarded to the Contractor by the Board and received from separate funding sources;
- C. No funds made available under this Contract Agreement shall be used to promote religious or anti-religious activities in violation of 20 CFR §667.266.
- D. No funds made available under this Contract Agreement may be used for lobbying activities in violation of 29 CFR §93.100 et seq., or used for political activities in violation of 5 U.S.C. §1501 et seq
- E. It shall establish safeguards adequate to prohibit employees or other persons from using their position with the Contractor for improper private gain for themselves or others. The Contractor will adopt corporate bylaws that establish procedures to avoid improper conflicts of interest;
- F. It shall maintain an affirmative action plan, written personnel policies, and grievance procedures for complaints and grievances from applicants, participants and beneficiaries,

subcontractors, employers, employees and other interested persons, all in accordance with all applicable statutes and regulations;

G. The Contractor will not violate the provisions of 18 USC §665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIOA and agrees to educate all staff members on the requirements of this statutory provision;

H. In accordance with the Occupational Health and Safety Act of 1970, 29 USC §651 et seq., the Contractor will not expose participants to surroundings or working conditions which are unsanitary, hazardous or dangerous; participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices;

I. The Contractor agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC §4215.

14.) **Governing Laws:** This Contract Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15.) **Indemnification:** The Contractor shall indemnify, defend, save and hold harmless the Board, its agents, officials, employees, customers, consultants, third-party service providers, (the "**Board Indemnities**") from and against all claims, allegations, causes of action, or demands that are presented to or brought against one or more of the Board Indemnities, and any losses, liabilities, damages, lost premium, fines, penalties, assessments and/or related costs and/or expenses (including, but not limited to, reasonable attorneys' fees, expert fees, court costs, reasonable costs of investigation, litigation, settlement, judgment, appeal, interest, and/or penalties to enforce any right under this Agreement) (the "**Losses**") arising out of, in connection with or relating to any act or omission of the Contractor and its fiscal agent if procured by the Contractor, regional operator, or service providers. The Contractor agrees to repay to Board, from non-federal funding sources, the costs determined by law to be disallowed in accordance with applicable federal, state or local laws, including rules or regulations. The Board shall **not** provide such indemnification to the Contractor.

16.) **Independent Contractor:** Both parties hereto, in the performance of this Contract Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.



## 17.) Insurance and Bonding:

A. The Contractor shall secure and keep in force during the term of this Contract Agreement, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract Agreement.

(1.) The Contractor shall, at its sole cost and expense, provide comprehensive and general public liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$5,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to the Board and shall name the Board as an additional insured. Contractor shall, upon request, provide the Board with a Certificate evidencing such insurance. Failure to maintain such insurance shall result in the termination of this Contract.

(2.) The Contractor shall provide crime insurance including fidelity coverage in the amount of (i.) \$100,000, or (ii.) the highest single total disbursement planned pursuant to this Contract Agreement and all other Board contracts outstanding to Contractor, whichever is higher, and covering all persons responsible for or handling funds received or disbursed under this Contract. This bond must show the Board as **the obligee**. It shall be the Contractor's responsibility to see that all persons handling funds under this Contract Agreement are bondable. Failure to provide such evidence to the Board shall result in termination of this Contract Agreement and any funds awarded hereunder.

(3.) If the Contractor is a department, division or agency of the State of Indiana, or of a county, municipal or local government, the foregoing insurance coverages shall not be required; however, Contractor may elect to provide such coverages.

B. The Contractor's insurance coverage must meet the following additional requirements:

(1.) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

(2.) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3.) The Board will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Board under this Contract shall not be

limited by the insurance required in the Contract.

- (4.) The insurance required in the Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the Board.

Failure to provide insurance as required in the Contract may be deemed a material breach of contract entitling the Board to immediately terminate this Contract.

**18.) Licensing Standards:** The Contractor, its employees and any subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws and regulations governing services to be provided by the Contractor pursuant to this Contract Agreement. The Board will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the Board immediately and the Board, at its option, may immediately terminate this Contract.

**19.) Lobbying Activities:**

A. Pursuant to 31 USC §1352, and any regulations promulgated there under, the Contractor hereby assures and certifies, and will require any subcontractor or subcontractor to assure and certify, that no federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in conjunction with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, the Contractor and any subcontractor shall complete and submit "Standard Form LLL" ("Disclosure Form to Report Lobby").

**20.) Modification:** The parties shall modify or extend this Agreement consistent with applicable law and DWD and Board policy. Such modification or extension shall be made by mutual written agreement of the parties and subsequent approval by all appropriate Board officials or their designees.

**21.) Monitoring and Compliance:** The Board shall monitor the Contractor's compliance with the terms and conditions of the Contract Agreement including all applicable statutes, regulations, directives and mandates. The Contractor shall provide the Board reasonable and adequate opportunity to conduct this monitoring, including providing the opportunity to review and audit all

relevant documents, forms, reports or any other records at any time during the term of this Contract Agreement and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract Agreement. The Contractor will be responsible for on-site monitoring of any sub-recipient.

22.) **Nondiscrimination:** Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to the Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee or applicant's : race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Contractor understands that the Board is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR §60-1.1 et seq., as amended, and Section 202 of Executive Order 11246.

- A. Equal Opportunity Assurances: The parties to this Contract Agreement assure that each will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA and its implementing regulations. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship, or his or her participation in any WIOA Title I- financially assisted program or activity.
- B. Discrimination Complaint Procedures: The parties to this Contract Agreement will assure those complaints alleging discrimination on any of the above bases will be processed in accordance with applicable federal WIOA regulations and DWD policy 2012-04 and 2012-05, as well as any subsequent DWD policy which rescinds and replaces these, developed pursuant to this section and approved by the U.S. Department of Labor's Civil Rights Center.
- C. Accessibility and Reasonable Accommodation: Pursuant to federal WIOA regulations, the parties to this Contract Agreement will assure that the following is provided in the One-Stop delivery systems:
  - (1.) Facilities and programs which are architecturally and programmatically accessible;
  - (2.) Reasonable accommodations for individuals with disabilities;
  - (3.) Cost allocation method for making reasonable accommodations (i.e., shared or paid by one entity).

D. **Obligation to Provide Notice:** The parties to this Contract Agreement will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with applicable regulations for Section 188 of WIOA.

23.) **Notices:** Whenever any notice, statement or other communication shall be sent to any party, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the Board shall be sent to:

South Central Region 8 Workforce Board, Inc.  
C/O CLJ Associates, LLC  
2597 West Vernal Pike  
Bloomington, IN 47404  
812-332-4496

B. Notices to the Contractor shall be sent to:

Robert E. King, Director  
Vincennes University  
450 Landmark Avenue, PO Box 3000  
Bloomington, IN 47402  
812-322-6835

24.) **Order of Precedence:** Any inconsistency or ambiguity in this Contract Agreement shall be resolved by giving precedence in the following order: (1) Requirements imposed by applicable federal law or other controlling document described in Exhibit A; (2) This Contract Agreement; (3) Exhibits prepared by the Board; (4) Exhibits prepared by the Contractor; (5) Request for Proposals issued by the Board; and (6) Vincennes Proposal.

25.) **Payment of Contract Funds by the Board:** Payment of Contract funds by the Board to the Contractor shall be made in accordance with the following schedule and conditions:

A. This Contract Agreement must be fully executed.

B. No funds that are transferred under this Contract Agreement shall be disbursed by the Contractor to another person to act as its agent or employee in performing the terms and conditions of this Contract Agreement without a written financial Contract between the Contractor and that person.

C. All payments by the Board to the Contractor for services rendered pursuant to this Contract Agreement shall be made on accrual basis and shall be accompanied with

financial reports that are required by the Board. No cost shall be accrued prior to the starting date of this Contract.

- D. All payments by the Board are subject to the encumbrance of monies, to the prohibition against advance payments under IC 4-13-2-20, and to all of the Board's fiscal policies and procedures.
- E. The Board reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. The Board also reserves the right to withhold final payment until agency-required reports are received and accepted.
- F. Failure to complete the activities described in this Contract Agreement, the regional plan and to expend the funds in accordance with this Contract Agreement may be considered a material breach of this Contract Agreement and shall entitle the Board to impose sanctions against the Contractor including, but not limited to, suspension of all Contract programs and/or suspension of the Contractor's participation in Contract programs until such time as all material breaches are cured to the Board's satisfaction. Sanctions may also include repayment of all funds expended for activities which are not in the scope of the Contract Agreement or the Budget. The remedies described in this subparagraph are in addition to any other remedies the Board may have at law or equity.
- G. All payments shall be made in arrears in conformance with Board fiscal policies and procedures and, as required by IC 4-13-214.8.

26.) **Penalties, Interest and Attorney Fees:** The Board will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the Board's failure to make prompt payment shall be based solely on the amount of funding originating from the Board and shall not be based on funding from federal or other sources.

27.) **Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of the State upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the Property Management/Surplus Property Policy. The Contractor shall be responsible for the management and control of such property as defined in the Property Management/Surplus Property Policy.

28.) **Repayment:** The Contractor and, if applicable, its Guarantor are responsible for the repayment of costs determined to be disallowed in accordance with applicable statutes, regulations, directives or mandates. Repayment of such costs shall be made within thirty (30) calendar days of the final audit determination and, unless agreed to in writing by the Board, shall be repaid from non-Federal

funds. Responsibility of the Contractor, as set forth herein, shall not release any insurer or bonding company from any contractual duty to reimburse the insured, the Board, or the obligee.

29.) **Retention of Records:** The Contractor shall retain and make available all financial records, supporting documentation, statistical records, evaluation data, member information and personnel records for three (3) years from the final Expiration Date of this Contract Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

30.) **Special Requirements for Conferences and Conference Space:** The Contractor must request the Board to obtain prior approval from the State of Indiana and the United States Department of Labor (USDOL) before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending federal funds, signing contracts for space or services, announcing the USDOL's involvement in any conference, and using USDOL official's name or USDOL's name or logo. The Board retains the right to obtain information from the Contractor about any conference that is funded in whole or in part with these funds.

31.) **Statewide Case Management System:** All contractors and subcontractors are required to and hereby agree and consent to, use the statewide case management system in accordance with DWD policy herein incorporated by reference.

32.) **Statutory Authority of Contractor:** The Contractor expressly warrants to the Board that it is statutorily eligible to receive the funds granted herein, and it expressly agrees to repay all monies paid to it under this Contract Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

33.) **Taxes.** The Board is exempt from state, federal and local taxes. The Board will not be responsible for any taxes levied on the Contractor as a result of this Contract.

34) **Disputes.** Should any disputes arise with respect to this Contract, the Contractor and the Board agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Workforce Board Chairperson (or the Chairperson's designee.) The Chairperson shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Chair or the Contractor concludes that the presentation period is over. The Chairperson's decision shall be final and conclusive unless the Contractor mails or otherwise furnishes to the Chairperson, within ten (10) working days after receipt of the Chairperson's decision, a written appeal. Within ten (10) working days of receipt by the Chairperson of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The Board may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Board to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**35) Termination for Cause:** The Board may terminate this Contract Agreement or withhold payments for a material violation of a term or condition of this Contract Agreement, upon delivery of written notice to the Contractor of termination or withholding of payments. A material violation includes:

- a) Improper use of funds in connection with this Contract Agreement as reasonably determined by the Board.
- b) Reasonable determination by the Board that the successful performance of this Contract Agreement is improbable or infeasible.
- c) Termination or suspension of availability of federal funds for the performance of this Contract Agreement as reasonably determined by the Board.
- d) Inability of the Contractor to repay any cost found to be disallowable by final audit resolution.
- e) Any other material failure to comply with a term or condition of this Contract Agreement as reasonably determined by the Board.
- f) Failure to take proper corrective action in a timely manner as determined by the Board.

**36) Termination for Convenience:** This Contract Agreement may be terminated, in whole or in part, by the Board or the Contractor whenever, for any reason, when either party determines that such termination is in their best interest. Termination of services shall be effected by delivery to either party of a Termination Notice at least ninety (90) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly performed prior to the effective date of

termination. The Board will not be liable for services performed after the effective date of termination, and in no case shall total payment made to the Contractor exceed the amount set forth in the Project or the Budget, nor shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

37) **Complete Agreement:** This Contract Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract Agreement other than that which appears upon the face hereof.

**In Witness Whereof,** the Contractor and the Board have, through their duly authorized representatives, entered into this Contract. The parties, having read and understanding the foregoing terms of this Contract Agreement, do by their respective signatures dated below hereby agree to the terms thereof

#### VINCENNES UNIVERSITY

  
Richard E. Helton, President  
Vincennes University

6-29-15  
Date

#### SOUTH CENTRAL REGION 8 WORKFORCE BOARD, INC.

  
Darrell W. White, Chair

7-2-2015  
Date

Prepared by CLJ Associates, LLC

  
John F. Corcoran, Workforce Board Director

7-2-15  
Date



## EXHIBIT A

### APPLICABLE STATUTES AND REGULATIONS

- (a) Workforce Innovation and Opportunity Act, 29 USC §3101 et seq;
- (b) Workforce Innovation and Opportunity Act regulations
- (c) Wagner-Peyser Act, 29 USC §49; as amended by PL 113-128, §301 et seq.
- (d) Establishment and Functioning of State Employment Services, 20 CFR §652.1 et seq;
- (e) Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act;
- (f) Job Counseling, Training and Placement Services for Veterans, 38 USC §4100 et seq;  
*Employment and Training of Veterans, 38 USC §4211 et seq*;
- (g) Fair Labor Standards Act 29 USC §201 et seq;
- (h) Department of Workforce Development, IC 22-4.1 and accompanying rules, regulations and policy directives;
- (i) Trade Act of 1974, as amended, 19 USC §2771 et. seq.;
- (j) Trade Adjustment Assistance Regulations. 20 CFR §617.1 et seq. and 20 CFR §618.890.
- (k) Office of Management and Budget Uniform Guidance 2 CFR §1.100 et seq;

## **EXHIBIT B**

### **CONTRACT WIOA-15-ADW-VU PROJECT STATEMENT OF WORK**

The purpose of the contract is to implement the provision of Workforce Innovation and Opportunity Act services to Adults and Dislocated Workers through a network of WorkOne and WorkOne Express Offices in the eight county Economic Growth Region 8 comprised of Owen, Monroe, Brown, Greene, Lawrence, Martin, Daviess and Orange Counties. Vincennes University as the contracted Service Provider shall provide WIOA services through offices located in each of the Region 8 counties and agrees to:

- Comply with all applicable federal and state laws, regulations, and policies.
- Enroll participants and expend funding granted to the regional workforce board in a manner consistent with the approved regional plan. The plan and any subsequent amendments are incorporated as part of the contract as though fully set forth.
- Meet Performance Measure outcomes as defined by DWD.
- Develop and provide innovative workforce development services
- Deliver premier customer service
- Implement and improve the seamless integration of WIOA Youth, Adult and Dislocated Worker, Business Services, Wagner Peyser, Trade Adjustment Act and Veterans services

The services provided by the Contractor shall be provided in accordance with the proposal submitted to the Board on February 6, 2015 and the Region 8 Local Plan of Service. The proposal submitted by the Contractor is incorporated herein as though fully set forth. If any clause, provision, specification or item of service presented in the proposal conflicts with any clause, provision, specification or item of service contained in this contract the contract shall take precedence over the proposal.

The following negotiated items are mutually agreed to by the Board and the Contractor.

1. Any changes to current Contractor staffing levels as of July 1, 2015 must be approved by the Regional Operator in advance.
2. Clear communications within the Region are important for effective delivery of services. The Department of Workforce Development issues policy and directives to the Regional Board and the Board issues Region 8 policy through its Regional Operator to Vincennes University. Questions regarding State policy and Board policy shall be directed to the

Regional Operator. Violations of the flow of communications by the Contractor will be considered a breach of contract with resulting sanctions and or termination of the contract.

3. Integration of workforce program services between WIOA, TAA, WP, Veterans and other State and Local programs is required in Region 8. The Contractor assures that every effort will be made to create a seamless system utilizing State and local staff. The Regional Operator will direct this initiative. Failure to implement integrated services to the satisfaction of the Regional Operator or the Board shall be considered a breach of contract with potential sanctions or contract termination.
4. The Contractor will participate in any evaluation procedures established by the Regional Operator or the Board.
5. Any additional or different performance measures, outcomes, or procedural requirements that are implemented by DWD will also be met.
6. The VU Director of Workforce Development will work with the Regional Operator to identify or revise reporting formats as necessary.
7. The VU Director of Workforce Development and the WorkOne Managers will provide any reports needed by DWD, the RO, the fiscal agent, or the South Central Region 8 Workforce Board, Inc.
8. Vincennes University shall hold the leases for all WorkOne Express Offices. The State holds the leases for the Bloomington, Bedford and Linton WorkOne offices.
9. Vincennes University agrees to provide detailed expenditure reports as required by the Regional Operator during the term of this contract.
10. Out-of-state travel by VU Region 8 funded staff is restricted. All out of state travel must be approved in advance by the Regional Operator.
11. Working in concert with DWD Regional WorkOne staff and the Regional Operator, the contractor shall maintain appropriate source documentation for each participant enrolled and ensure that data is maintained accurately. The contractor further assures that it will assist the Regional Operator in continuous data accuracy and correction efforts.
12. The Contractor shall provide the County Obligation Reports to the Regional Operator on a monthly basis.
13. The Contractor shall participate in periodic program and financial review meetings involving Office Managers, VU Controller, Board Fiscal Agent and the Regional Operator. The schedule for these meetings will be established by the Regional Operator.

- 14. Exhibit C, Budget** is attached and displays the total budget for the contracted adult & dislocated worker services.
15. The calculation of management overhead, county office overhead and direct client cost percentages shall be made using the total of expenditures from all funds provided to the Contractor by the Board with these program expenses excluded from the calculation: Business Consultant, State JAG funds and the WIOA Youth funds set aside to support JAG at Eastern Greene High School. Expenditure goals may be adjusted when more information is available regarding WIOA. The Contractor shall make every effort to expend all other funds in accordance with these goals:
- a. County Office Overhead: 60%
  - b. Direct Client Costs: 28%
  - c. Management Overhead 12%
16. WIOA Adult, Dislocated Worker Program Performance Metrics – The contractor agrees to enroll and serve Adults and Dislocated Workers in accordance with the South Central Region 8 Workforce Local Plan as amended and any subsequent amendments to the Plan. PY'15 goals will be similar to PY'14 goals
17. The contractor agrees to meet or exceed the performance standards as established by DWD as well as any additional measures established by the Board. WIOA goals will be established by the Region 8 Leadership Team regarding service levels in the Region for PY'15. The service goals are shared with DWD staff and are not the sole responsibility of the contractor. It is expected that the contractor will work cooperatively with DWD staff in the achievement of these goals.
18. The PY'14 goals will be adjusted for PY'15 when more information becomes available regarding WIOA. The Regional Operator will communicate the PY'15 goals to the contractor by letter.

**EXHIBIT C**

**PROJECT BUDGET  
CONTRACT NO. WIOA-15-ADW-VU  
WIOA Adult, Dislocated Worker**

<b>Program</b>	<b>Effective 7/1/15</b>	<b>Effective 10/1/15</b>	<b>Total PY15 Budget</b>
WIOA Adult	\$ 250,000	\$ 537,667	\$ 787,667
WIOA Dislocated Worker Transferred to Adult (Available for use under Adult program)	\$ 137,333		\$ 137,333
WIOA Dislocated Worker	\$ 95,000	\$ 305,000	\$ 400,000
<b>Total</b>	<b>\$ 482,333</b>	<b>\$ 842,667</b>	<b>\$ 1,325,000</b>

**Funds Available Effective 10/1/15 are contingent on receipt by the South Central Region 8 Workforce Board, Inc. of the October 1, 2014 WIOA Allocation. The contractor will be notified by the Board in writing when these funds are available for expenditure.**

**CONTRACT FOR THE PROVISION  
OF EMPLOYMENT AND TRAINING SERVICES  
(Workforce Innovation and Opportunity Act)**

**Contract Number WIOA-15-Y-VU  
WIOA Youth**

This Contract Agreement, entered into by and between the South Central Region 8 Workforce Board, Inc. (hereinafter the "Board"), and Vincennes University (hereinafter the "Contractor") is executed pursuant to IC 22-4-18-1(b)(4) and the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1.) Applicable Law, Purpose and Funding Source:**

- A. Applicable Law: The applicable federal and state statutes, rules and regulations, as the same may be amended from time to time, for the Contract funds are set forth in **Exhibit A**, attached hereto and incorporated fully herein. This Contract shall be used exclusively in accordance with the provisions contained in this Contract Agreement, and in the applicable federal and state statutes, rules and regulations and the Office of Management and Budget (OMB) Uniform Guidance 2 CFR, Part 200.
- B. Purpose: The purpose of this Contract Agreement is to implement the employment and training programs and/or services described in the "Statement of Work", attached hereto as **Exhibit B**, and incorporated fully herein ("The Statement of Work").
- C. Funding Source: The funding source to support this Contract are funds made available pursuant to the federal Workforce Innovation and Opportunity Act, (WIOA) 29 USC 3101 et seq. and any amendments thereto; which is incorporated herein and made a part hereof by reference.
- D. Vincennes University is the WIOA Adult, Dislocated Worker and Youth service provider competitively procured by the Board. Funds under Title I of the Workforce Innovation and Opportunity Act flow from the State of Indiana, Department of Workforce Development to the Board's Fiscal Agent and to the Contractor. The Contractor may not designate or assign liability to any other entity for such funds distributed by the fiscal agent, and shall be liable for any misuse of the Contract funds

2.) **Term**: The term of this Contract Agreement shall be from July 1, 2015 until June 30, 2016 (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date. The Contractor may request in writing that the Expiration Date only of this Contract Agreement be extended. If a request for extension is granted, the extension shall be made by written agreement of the parties and subsequent approval by all appropriate Board officials or their designees.

3.) **Consideration:** The Project Budget is set forth in **Exhibit C**, attached hereto and incorporated fully herein (the "Budget"). Maximum payment is limited to the lesser of:

A. **\$ 730,000** as specified in the Budget; or

B. The actual cost of performing the services and activities described in this Contract Agreement.

4.) **Audits:**

A. The Contractor shall submit to an audit of funds paid through this Contract Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Contract Agreement and for a period of three (3) years after final payment for inspection by the Board or its authorized designee. Copies shall be furnished to the Board at no cost.

B. If required by applicable provisions of the Office of Management and Budget's Uniform Guidance, 2 CFR, Part 200, following the expiration of this Contract Agreement, the Contractor shall arrange for a financial and compliance audit of funds provided by the Board pursuant to this Contract Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Uniform Guidance, 2 CFR, Part 200. The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the Board in accordance with the terms of this Contract Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the Board an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the Board to be in the best interests of the Board. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract Agreement and that the Contractor is not out of compliance with the financial aspects of this Contract Agreement. All nongovernmental organizations are required by IC-5-11-1-4 to file an Entity Annual Report (Form E-1) with the Indiana State Board of Accounts. The E-1 form is due within thirty (30) days after the entity's fiscal year end.

5.) **Authority to Bind Contractor:** Notwithstanding anything in this Contract Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute this Contract Agreement on behalf of the Contractor and has obtained all necessary or

applicable approval from the Contractor to make this Contract Agreement fully binding upon the Contractor when his/her signature is affixed, and accepted by the Board.

**6.) Compliance with Laws:**

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Board and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6 et seq., IC § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the Board may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the Board of any such actions. During the term of such actions, the Contractor agrees that the Board may suspend funding for the Project. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the Board decides to suspend funding to the Contractor, the Contractor may submit, in writing, a request for review to the Board Chair. A determination by the Board Chair shall be binding on the parties. Any disbursements that the Board may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Contractor warrants that the Contractor and its subcontractors or contractors performing work in connection with this Project shall obtain and maintain all required



permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Board. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of this Contract Agreement and denial of Contract opportunities with the Board.

F. The Contractor affirms that if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

(1.) The Contractor and any principals of the Contractor certify that:

(a.) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i.) IC §24-4.7 [Telephone Solicitation of Consumers];

(ii.) IC §24-5-12 [Telephone Solicitations]; or

(iii.) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(b.) The Contractor will not violate the terms of IC §24-4.7 for the duration of this Contract Agreement, even if IC §24-4.7 is preempted by federal law.

(2.) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(a.) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(b.) will not violate the terms of IC §24-4.7 for the duration of this Contract Agreement even if IC §24-4.7 is preempted by federal law.

**7.) Confidentiality of State of Indiana Information:** The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor conveys that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Board.

The Contractor will abide by all applicable statutes, regulations, directives and mandates to protect the privacy rights and interests of individuals who apply for employment and training and related services. The Contractor specifically agrees to adhere to the provisions of IC 22-4-19-6 and IC 4-1-6-1 *et seq.* Contractor recognizes that it is subject to the penalties for disclosure of protected information under IC 5-14-3-10.

The parties acknowledge that the services to be performed by Contractor for the Board under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State of Indiana in its

computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the Board agree to comply with the provisions of IC 4-1-10 and

IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

**8.) Debarment and Suspension:**

A. The Contractor certifies, by entering into this Contract Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract Agreement by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on, or substantive control over, the operations of the Contractor.

B. The Contractor must seek prior approval from the Board before subcontracting substantive program work to subcontractors. If the Contractor does contract substantive program work, the Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractors. The Contractor shall immediately notify the Board if any subcontractor becomes debarred or suspended, and shall, at the Board's request, take all steps required by the Board to terminate its contractual relationship with the subcontractor for work to be performed under this Contract Agreement.

**9.) Drug-Free Workplace Certification:** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Board within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of Contract opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Contract Agreement is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the Board within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

10.) **Employment Eligibility Verification:** As required by IC §22-5-1.7, the Contractor hereby swears or affirms under the penalties of perjury that:

- A. the Contractor has enrolled and is participating in the E-Verify program;
- B. the Contractor has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. the Contractor does not knowingly employ an unauthorized alien.
- D. the Contractor shall require its contractors who perform work under this Contract Agreement to certify to Contractor that the contractor does not knowingly employ or

contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Contractor shall maintain this certification throughout the duration of the term of a contract with a contractor.

The Board may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**11.) Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor and/or its fiscal agent shall utilize fiscal control and accounting procedures that permit the preparation of all required reports and the tracing of expenditures adequate to establish compliance with all applicable requirements. The Contractor shall prepare required reports that are uniform in definition, reasonably accessible and comprehensible to all authorized parties, verifiable for monitoring, reporting, audit and evaluation purposes, and in accordance with the specifications of the Statewide Management Information System as set forth by the State.

**12.) Funding Cancellation:** When the Director of the Board makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract Agreement, it shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**13.) General Assurances and Certifications:** The Contractor certifies that in connection with the activities undertaken pursuant to this Contract Agreement:

- A. The Contractor shall comply with all applicable policy and directives issued by the State and Board;
- B. The Contractor represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of **all funds** awarded to the Contractor by the Board and received from separate funding sources;
- C. No funds made available under this Contract Agreement shall be used to promote religious or anti-religious activities in violation of 20 CFR §667.266.
- D. No funds made available under this Contract Agreement may be used for lobbying activities in violation of 29 CFR §93.100 et seq., or used for political activities in violation of 5 U.S.C. §1501 et seq.
- E. It shall establish safeguards adequate to prohibit employees or other persons from using their position with the Contractor for improper private gain for themselves or others. The Contractor will adopt corporate bylaws that establish procedures to avoid improper conflicts of interest;

F. It shall maintain an affirmative action plan, written personnel policies, and grievance procedures for complaints and grievances from applicants, participants and beneficiaries, subcontractors, employers, employees and other interested persons, all in accordance with all applicable statutes and regulations;

G. The Contractor will not violate the provisions of 18 USC §665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIOA and agrees to educate all staff members on the requirements of this statutory provision;

H. In accordance with the Occupational Health and Safety Act of 1970, 29 USC §651 et seq., the Contractor will not expose participants to surroundings or working conditions which are unsanitary, hazardous or dangerous; participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices;

I. The Contractor agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC §4215.

14.) **Governing Laws:** This Contract Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15.) **Indemnification:** The Contractor shall indemnify, defend, save and hold harmless the Board, its agents, officials, employees, customers, consultants, third-party service providers, (the "**Board Indemnities**") from and against all claims, allegations, causes of action, or demands that are presented to or brought against one or more of the Board Indemnities, and any losses, liabilities, damages, lost premium, fines, penalties, assessments and/or related costs and/or expenses (including, but not limited to, reasonable attorneys' fees, expert fees, court costs, reasonable costs of investigation, litigation, settlement, judgment, appeal, interest, and/or penalties to enforce any right under this Agreement) (the "**Losses**") arising out of, in connection with or relating to any act or omission of the Contractor and its fiscal agent if procured by the Contractor, regional operator, or service providers. The Contractor agrees to repay to Board, from non-federal funding sources, the costs determined by law to be disallowed in accordance with applicable federal, state or local laws, including rules or regulations. The Board shall **not** provide such indemnification to the Contractor.

16.) **Independent Contractor:** Both parties hereto, in the performance of this Contract Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents,

employees, or subcontractors of the other party. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

**17.) Insurance and Bonding:**

A. The Contractor shall secure and keep in force during the term of this Contract Agreement, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract Agreement.

(1.) The Contractor shall, at its sole cost and expense, provide comprehensive and general public liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$5,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to the Board and shall name the Board as an additional insured. Contractor shall, upon request, provide the Board with a Certificate evidencing such insurance. Failure to maintain such insurance shall result in the termination of this Contract.

(2.) The Contractor shall provide crime insurance including fidelity coverage in the amount of (i.) \$100,000, or (ii.) the highest single total disbursement planned pursuant to this Contract Agreement and all other Board contracts outstanding to Contractor, whichever is higher, and covering all persons responsible for or handling funds received or disbursed under this Contract. This bond must show the Board as **the obligee**. It shall be the Contractor's responsibility to see that all persons handling funds under this Contract Agreement are bondable. Failure to provide such evidence to the Board shall result in termination of this Contract Agreement and any funds awarded hereunder.

(3.) If the Contractor is a department, division or agency of the State of Indiana, or of a county, municipal or local government, the foregoing insurance coverages shall not be required; however, Contractor may elect to provide such coverages.

B. The Contractor's insurance coverage must meet the following additional requirements:

(1.) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

(2.) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3.) The Board will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Board under this Contract shall not be limited by the insurance required in the Contract.

(4.) The insurance required in the Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the Board.

Failure to provide insurance as required in the Contract may be deemed a material breach of contract entitling the Board to immediately terminate this Contract.

18.) **Licensing Standards:** The Contractor, its employees and any subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws and regulations governing services to be provided by the Contractor pursuant to this Contract Agreement. The Board will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the Board immediately and the Board, at its option, may immediately terminate this Contract.

19.) **Lobbying Activities:**

A. Pursuant to 31 USC §1352, and any regulations promulgated there under, the Contractor hereby assures and certifies, and will require any subcontractor or subcontractor to assure and certify, that no federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in conjunction with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, the Contractor and any subcontractor shall complete and submit "Standard Form LLL" ("Disclosure Form to Report Lobby").

20.) **Modification:** The parties shall modify or extend this Agreement consistent with applicable law and DWD and Board policy. Such modification or extension shall be made by mutual

written agreement of the parties and subsequent approval by all appropriate Board officials or their designees.

21.) **Monitoring and Compliance:** The Board shall monitor the Contractor's compliance with the terms and conditions of the Contract Agreement including all applicable statutes, regulations, directives and mandates. The Contractor shall provide the Board reasonable and adequate opportunity to conduct this monitoring, including providing the opportunity to review and audit all relevant documents, forms, reports or any other records at any time during the term of this Contract Agreement and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract Agreement. The Contractor will be responsible for on-site monitoring of any sub-recipient.

22.) **Nondiscrimination:** Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to the Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee or applicant's : race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Contractor understands that the Board is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR §60-1.1 et seq., as amended, and Section 202 of Executive Order 11246.

A. **Equal Opportunity Assurances:** The parties to this Contract Agreement assure that each will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA and its implementing regulations. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship, or his or her participation in any WIOA Title I-financially assisted program or activity.

B. **Discrimination Complaint Procedures:** The parties to this Contract Agreement will assure those complaints alleging discrimination on any of the above bases will be processed in accordance with applicable federal WIOA regulations and DWD policy 2012-04 and 2012-05, as well as any subsequent DWD policy which rescinds and replaces these, developed pursuant to this section and approved by the U.S. Department of Labor's Civil Rights Center.



C. Accessibility and Reasonable Accommodation: Pursuant to federal WIOA regulations, the parties to this Contract Agreement will assure that the following is provided in the One-Stop delivery systems:

- (1.) Facilities and programs which are architecturally and programmatically accessible;
- (2.) Reasonable accommodations for individuals with disabilities;
- (3.) Cost allocation method for making reasonable accommodations (i.e., shared or paid by one entity).

D. Obligation to Provide Notice: The parties to this Contract Agreement will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with applicable regulations for Section 188 of WIOA.

23.) **Notices:** Whenever any notice, statement or other communication shall be sent to any party; it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the Board shall be sent to:

South Central Region 8 Workforce Board, Inc.  
C/O CLJ Associates, LLC  
2597 West Vernal Pike  
Bloomington, IN 47404  
812-332-4496

B. Notices to the Contractor shall be sent to:

Robert E. King, Director  
Vincennes University  
450 Landmark Avenue, PO Box 3000  
Bloomington, IN 47402  
812-335-6740

24.) **Order of Precedence:** Any inconsistency or ambiguity in this Contract Agreement shall be resolved by giving precedence in the following order: (1) Requirements imposed by applicable federal law or other controlling document described in Exhibit A; (2) This Contract Agreement; (3) Exhibits prepared by the Board; (4) Exhibits prepared by the Contractor; (5) Request for Proposals issued by the Board; and (6) Vincennes Proposal.

25.) **Payment of Contract Funds by the Board:** Payment of Contract funds by the Board to the Contractor shall be made in accordance with the following schedule and conditions:

A. This Contract Agreement must be fully executed.

- B. No funds that are transferred under this Contract Agreement shall be disbursed by the Contractor to another person to act as its agent or employee in performing the terms and conditions of this Contract Agreement without a written financial Contract between the Contractor and that person.
- C. All payments by the Board to the Contractor for services rendered pursuant to this Contract Agreement shall be made on accrual basis and shall be accompanied with financial reports that are required by the Board. No cost shall be accrued prior to the starting date of this Contract.
- D. All payments by the Board are subject to the encumbrance of monies, to the prohibition against advance payments under IC 4-13-2-20, and to all of the Board's fiscal policies and procedures.
- E. The Board reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. The Board also reserves the right to withhold final payment until agency-required reports are received and accepted.
- F. Failure to complete the activities described in this Contract Agreement, the regional plan and to expend the funds in accordance with this Contract Agreement may be considered a material breach of this Contract Agreement and shall entitle the Board to impose sanctions against the Contractor including, but not limited to, suspension of all Contract programs and/or suspension of the Contractor's participation in Contract programs until such time as all material breaches are cured to the Board's satisfaction. Sanctions may also include repayment of all funds expended for activities which are not in the scope of the Contract Agreement or the Budget. The remedies described in this subparagraph are in addition to any other remedies the Board may have at law or equity.
- G. All payments shall be made in arrears in conformance with Board fiscal policies and procedures and, as required by IC 4-13-214.8.

26.) **Penalties, Interest and Attorney Fees:** The Board will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the Board's failure to make prompt payment shall be based solely on the amount of funding originating from the Board and shall not be based on funding from federal or other sources.

27.) **Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of the State upon delivery of such

property by the vendor in accordance with the applicable Federal OMB circulars and the Property Management/Surplus Property Policy. The Contractor shall be responsible for the management and control of such property as defined in the Property Management/Surplus Property Policy.

28.) **Repayment:** The Contractor and, if applicable, its Guarantor are responsible for the repayment of costs determined to be disallowed in accordance with applicable statutes, regulations, directives or mandates. Repayment of such costs shall be made within thirty (30) calendar days of the final audit determination and, unless agreed to in writing by the Board, shall be repaid from non-Federal funds. Responsibility of the Contractor, as set forth herein, shall not release any insurer or bonding company from any contractual duty to reimburse the insured, the Board, or the obligee.

29.) **Retention of Records:** The Contractor shall retain and make available all financial records, supporting documentation, statistical records, evaluation data, member information and personnel records for three (3) years from the final Expiration Date of this Contract Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

30.) **Special Requirements for Conferences and Conference Space:** The Contractor must request the Board to obtain prior approval from the State of Indiana and the United States Department of Labor (USDOL) before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending federal funds, signing contracts for space or services, announcing the USDOL's involvement in any conference, and using USDOL official's name or USDOL's name or logo. The Board retains the right to obtain information from the Contractor about any conference that is funded in whole or in part with these funds.

31.) **Statewide Case Management System:** All contractors and subcontractors are required to and hereby agree and consent to, use the statewide case management system in accordance with DWD policy herein incorporated by reference.

32.) **Statutory Authority of Contractor:** The Contractor expressly warrants to the Board that it is statutorily eligible to receive the funds granted herein, and it expressly agrees to repay all monies paid to it under this Contract Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

33.) **Taxes.** The Board is exempt from state, federal and local taxes. The Board will not be responsible for any taxes levied on the Contractor as a result of this Contract.

34) **Disputes.** Should any disputes arise with respect to this Contract, the Contractor and the Board agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Workforce Board Chairperson (or the Chairperson's designee.) The Chairperson shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Chair or the Contractor concludes that the presentation period is over. The Chairperson's decision shall be final and conclusive unless the Contractor mails or otherwise furnishes to the Chairperson, within ten (10) working days after receipt of the Chairperson's decision, a written appeal. Within ten (10) working days of receipt by the Chairperson of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The Board may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Board to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

35) **Termination for Cause:** The Board may terminate this Contract Agreement or withhold payments for a material violation of a term or condition of this Contract Agreement, upon delivery of written notice to the Contractor of termination or withholding of payments. A material violation includes:

- a) Improper use of funds in connection with this Contract Agreement as reasonably determined by the Board.
- b) Reasonable determination by the Board that the successful performance of this Contract Agreement is improbable or infeasible.
- c) Termination or suspension of availability of federal funds for the performance of this Contract Agreement as reasonably determined by the Board.
- d) Inability of the Contractor to repay any cost found to be disallowable by final audit resolution.

- e) Any other material failure to comply with a term or condition of this Contract Agreement as reasonably determined by the Board.
- f) Failure to take proper corrective action in a timely manner as determined by the Board.

36) **Termination for Convenience:** This Contract Agreement may be terminated, in whole or in part, by the Board or the Contractor whenever, for any reason, when either party determines that such termination is in their best interest. Termination of services shall be effected by delivery to either party of a Termination Notice at least ninety (90) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly performed prior to the effective date of termination. The Board will not be liable for services performed after the effective date of termination, and in no case shall total payment made to the Contractor exceed the amount set forth in the Project or the Budget, nor shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

37) **Complete Agreement:** This Contract Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract Agreement other than that which appears upon the face hereof.

**In Witness Whereof**, the Contractor and the Board have, through their duly authorized representatives, entered into this Contract. The parties, having read and understanding the foregoing terms of this Contract Agreement, do by their respective signatures dated below hereby agree to the terms thereof

**VINCENNES UNIVERSITY**

**SOUTH CENTRAL REGION 8  
WORKFORCE BOARD, INC.**

  
Richard E. Helton, President  
Vincennes University

  
Darrell W. White, Chair

6-29-15  
Date

7-2-2015  
Date

Prepared by CLJ Associates, LLC

  
John F. Corcoran, Workforce Board Director

7/2/15  
Date

## EXHIBIT A

### APPLICABLE STATUTES AND REGULATIONS

- (a) Workforce Innovation and Opportunity Act, 29 USC §3101 et seq;
- (b) Workforce Innovation and Opportunity Act regulations
- (c) Wagner-Peyser Act, 29 USC §49; as amended by PL 113-128, §301 et seq.
- (d) Establishment and Functioning of State Employment Services, 20 CFR §652.1 et seq;
- (e) Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act;
- (f) Job Counseling, Training and Placement Services for Veterans, 38 USC §4100 et seq; *Employment and Training of Veterans*, 38 USC §4211 et seq;
- (g) Fair Labor Standards Act 29 USC §201 et seq;
- (h) Department of Workforce Development, IC 22-4.1 and accompanying rules, regulations and policy directives;
- (i) Trade Act of 1974, as amended, 19 USC §2771 et. seq.;
- (j) Trade Adjustment Assistance Regulations. 20 CFR §617.1 et seq. and 20 CFR §618.890.
- (k) Office of Management and Budget Uniform Guidance 2 CFR §1.100 et seq;

## **EXHIBIT B**

### **CONTRACT WIOA-15-Y-VU PROJECT STATEMENT OF WORK**

The purpose of the contract is to implement the provision of Workforce Innovation and Opportunity Act services to Youth through a network of WorkOne and WorkOne Express Offices in the eight county Economic Growth Region 8 comprised of Owen, Monroe, Brown, Greene, Lawrence, Martin, Daviess and Orange Counties. Vincennes University as the contracted Service Provider shall provide WIOA services through offices located in each of the Region 8 counties and agrees to:

- Comply with all applicable federal and state laws, regulations, and policies.
- Enroll participants and expend funding granted to the regional workforce board in a manner consistent with the approved regional plan. The plan and any subsequent amendments are incorporated as part of the contract as though fully set forth.
- Meet Performance Measure outcomes as defined by DWD.
- Develop and provide innovative workforce development services
- Deliver premier customer service
- Implement and improve the seamless integration of WIOA Youth, Adult and Dislocated Worker, Business Services, Wagner Peyser, Trade Adjustment Act and Veterans services

The services provided by the Contractor shall be provided in accordance with the proposal submitted to the Board on February 6, 2015 and the Region 8 Local Plan of Service. The proposal submitted by the Contractor is incorporated herein as though fully set forth. If any clause, provision, specification or item of service presented in the proposal conflicts with any clause, provision, specification or item of service contained in this contract the contract shall take precedence over the proposal.

The following negotiated items are mutually agreed to by the Board and the Contractor.

1. Any changes to current Contractor staffing levels as of July 1, 2015 must be approved by the Regional Operator in advance.
2. Clear communications within the Region are important for effective delivery of services. The Department of Workforce Development issues policy and directives to the Regional Board and the Board issues Region 8 policy through its Regional Operator to Vincennes



University. Questions regarding State policy and Board policy shall be directed to the Regional Operator. Violations of the flow of communications by the Contractor will be considered a breach of contract with resulting sanctions and or termination of the contract.

3. Integration of workforce program services between WIOA, TAA, WP, Veterans and other State and Local programs is required in Region 8. The Contractor assures that every effort will be made to create a seamless system utilizing State and local staff. The Regional Operator will direct this initiative. Failure to implement integrated services to the satisfaction of the Regional Operator or the Board shall be considered a breach of contract with potential sanctions or contract termination.
4. The Contractor will participate in any evaluation procedures established by the Regional Operator or the Board.
5. Any additional or different performance measures, outcomes, or procedural requirements that are implemented by DWD will also be met.
6. The VU Director of Workforce Development will work with the Regional Operator to identify or revise reporting formats as necessary.
7. The VU Director of Workforce Development and the WorkOne Managers will provide any reports needed by DWD, the RO, the fiscal agent, or the South Central Region 8 Workforce Board, Inc.
8. Vincennes University shall hold the leases for all WorkOne Express Offices. The State holds the leases for the Bloomington, Bedford and Linton WorkOne offices.
9. Vincennes University agrees to provide detailed expenditure reports as required by the Regional Operator during the term of this contract.
10. Out-of-state travel by VU Region 8 funded staff is restricted. All out of state travel must be approved in advance by the Regional Operator.
11. Working in concert with DWD Regional WorkOne staff and the Regional Operator, the contractor shall maintain appropriate source documentation for each participant enrolled and ensure that data is maintained accurately. The contractor further assures that it will assist the Regional Operator in continuous data accuracy and correction efforts.
12. The Contractor shall provide the County Obligation Reports to the Regional Operator on a monthly basis.

13. The Contractor shall participate in periodic program and financial review meetings involving Office Managers, VU Controller, Board Fiscal Agent and the Regional Operator. The schedule for these meetings will be established by the Regional Operator.
14. **Exhibit C, Budget** is attached and displays the total budget for the contracted youth services.
15. The calculation of management overhead, county office overhead and direct client cost percentages shall be made using the total of expenditures from all funds provided to the Contractor by the Board with these program expenses excluded from the calculation: Business Consultant, State JAG funds and the WIOA Youth funds set aside to support JAG at Eastern Greene High School. Expenditure goals may be adjusted when more information is available regarding WIOA. The Contractor shall make every effort to expend all other funds in accordance with these goals:
  - a. County Office Overhead: 60%
  - b. Direct Client Costs: 28%
  - c. Management Overhead 12%
16. WIOA Youth Program Performance Metrics – The contractor agrees to enroll and serve Youth in accordance with the South Central Region 8 Workforce Local Plan as amended and any subsequent amendments to the Plan.
17. The contractor agrees to meet or exceed the performance standards as established by DWD as well as any additional measures established by the Board.
18. The contractor agrees to meet or exceed the performance standards as established by DWD as well as any additional measures established by the Board. WIOA goals will be established by the Region 8 Leadership Team regarding service levels in the Region for PY'15. The core service goals are shared with DWD staff and are not the sole responsibility of the contractor. It is expected that the contractor will work cooperatively with DWD staff in the achievement of these goals.
19. The Contractor agrees to maintain JAG funding for Eastern Greene High School, Owen Valley High School and Bedford North Lawrence Career Center using WIOA Youth funds and State JAG funds. State JAG funding will be provided through a separate contract.
20. The Contractor shall work with the Board and Regional Operator to establish additional JAG sites utilizing Youth funding contained in this contract as directed by the Board or Regional Operator.
21. Services provided to JAG participants shall meet JAG program requirements and DWD policy as well as any subsequent revisions to the JAG requirements.

22. WIOA Youth Performance Metrics – The contractor agrees to enroll and serve Youth in accordance with the goals set by the South Central Region 8 Local Plan as amended.
23. The contractor agrees to meet or exceed the WIOA Youth performance standards as established by DWD as well as any additional measures established by the Board.
24. The Contractor will meet or exceed WIOA Youth enrollment and performance goals as specified in the Region 8 Plan of Service as amended for WIOA. The Youth program participation goals will be similar to PY'14. The Youth program participation goals for PY'14 were:
  - a. Enrollments 300
  - b. Case Management 300
  - c. Training 170
25. Desired outcomes for all youth, whether in-school or out-of-school are:
  - a. Placement in Employment or Education
  - b. Attainment of a diploma or GED
  - c. Completion of post-secondary credential or certification and,
  - d. Increased Literacy if needed.
26. The contractor shall meet expenditure expectations outlined in the Local Plan for Youth programs regarding out of school youth and work based training.
27. PY'15 goals will be established when more information becomes available regarding WIOA. The Regional Operator will communicate the PY'15 goals to the contractor by letter.
28. The Contractor shall provide all 14 required Youth Program Elements contained in the Workforce Innovation and Opportunity Act. The Contractor will actively promote and document that all 14 elements have been offered to all participants. The 14 elements are:
  1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
  2. Alternative secondary school services, or dropout recovery services, as appropriate;
  3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include--

- summer employment opportunities and other employment opportunities available throughout the school year;
  - pre-apprenticeship programs;
  - internships and job shadowing; and
  - on-the-job training opportunities;
4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
  5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
  6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
  7. Supportive services;
  8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
  9. Follow up services for not less than 12 months after the completion of participation, as appropriate;
  10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
  11. Financial literacy education;
  12. Entrepreneurial skills training;
  13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
  14. Activities that help youth prepare for and transition to post-secondary education and training.

**EXHIBIT C**

**PROJECT BUDGET  
CONTRACT NO. WIOA-15-Y-VU  
WIOA Youth**

<b>Program</b>	<b>Effective 7/1/15</b>	<b>Effective 10/1/15</b>	<b>Total PY15 Budget</b>
WIOA In-School Youth	\$ 182,500	-0-	\$ 182,500
WIOA Out-of-School Youth	\$547,500	-0-	\$ 547,500
Total	\$ 730,000	-0-	\$ 730,000

**Funds Available Effective 10/1/15 are contingent on receipt by the South Central Region 8 Workforce Board, Inc. of the October 1, 2015 WIOA Allocation. The contractor will be notified by the Board in writing when these funds are available for expenditure.**

**AMENDMENT # One To Contract # BC-15-VU**

This is an Amendment to the Contract for the Provision of the Employment and Training Services entered into by and between The South Central Region 8 Workforce Board, Inc. (hereinafter referred to as "the Board") and Vincennes University (hereinafter referred to as "Contractor") executed on 10/28/15.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to the items marked below:

1.        This Amendment X increases        decreases the previously obligated funds by \$ 72,000       . Total obligation of this Contract is \$ 120,000       .
  
2.        This Amendment changes the Contract Expiration Date from        to       .
  
3.        This Amendment changes the name for Contractor formerly known as        to       .
  
4. X Exhibit: The items marked below are attached hereto, made a part hereof, and incorporated herein by reference as part of this Agreement  
  
       a. Statement of Work (Exhibit Am       )  
X b. Budget (Exhibit Am D)

**All other matters previously agreed to and set forth in the original Contract Agreement and not affected by this Amendment shall remain in full force and effect.**


**Non-Collusion And Acceptance:** The undersigned attests under penalties of perjury that he/she is the Contractor, or that he/she is the representative, agent, member or officer of the Contractor, that he has not, nor has any member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment # ONE to Contract Agreement other than that which appears upon the face hereof.

**In Witness Whereof**, Contractor and the South Central Region 8 Workforce Board, Inc., have through their duly authorized representatives, entered into this Contract Agreement. The parties, having read and understanding the foregoing terms of the Contract, do by their respective signatures dated below hereby agree to the terms thereof.


**South Central Region 8 Workforce Board, Inc.:**

  
\_\_\_\_\_  
Brenda Reetz, Chair  
12/10/2015  
Date

**Vincennes University:**

  
\_\_\_\_\_  
Charles Johnson, Interim President  
12-2-15  
Date

**Prepared By:  
Regional Operator  
CLJ Associates, LLC**

  
\_\_\_\_\_  
John F. Corcoran  
12-10-15  
Date

**EXHIBIT Am D****AMENDMENT # One  
PROJECT BUDGET  
CONTRACT NO. BC-15-VU**

Federal Agency DOL  
State of Indiana, DWD  
July 1, 2015 to June 30, 2016

<b>CFDA#</b>	<b>Project Code Award#</b>	<b>Activity</b>	<b>Current Budget</b>	<b>Adjustment</b>	<b>Modified Budget</b>
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17.278	5107313P14WIADW AA-25352-14-55-A-18	7350000	\$24,000		\$24,000
17.278	510333P14WIADW AA-25352-14-55-A-18	7160000	\$9,600		\$9,600
17.207	5100249P14WPGRA ES-26018-14-55-A-18	6000000	\$14,400		\$14,400
17.278	5107313P15WIODW AA-26778-15-55-A-18	7350000		\$36,000	\$36,000
17.278	510733P15WIODW AA-26778-15-55-A-18	7160000		\$14,400	\$14,400
17.207	5100249P15WPGRA ES-27489-15-55-A-18	6000000		\$21,600	\$21,600
<b>TOTAL</b>			<b>\$48,000</b>	<b>\$72,000</b>	<b>\$120,000</b>



**CONTRACT FOR THE PROVISION  
OF EMPLOYMENT AND TRAINING SERVICES  
(Business Consultant)**

**Contract Number BC-15-VU  
Business Consultant**

This Contract Agreement, entered into by and between the South Central Region 8 Workforce Board, Inc. (hereinafter the "Board"), and Vincennes University (hereinafter the "Contractor") is executed pursuant to IC 22-4-18-1(b)(4) and the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1.) Applicable Law, Purpose and Funding Source:**

- A. Applicable Law: The applicable federal and state statutes, rules and regulations, as the same may be amended from time to time, for the Contract funds are set forth in **Exhibit A**, attached hereto and incorporated fully herein. This Contract shall be used exclusively in accordance with the provisions contained in this Contract Agreement, and in the applicable federal and state statutes, rules and regulations and the Office of Management and Budget (OMB) Uniform Guidance 2 CFR, Part 200.
- B. Purpose: The purpose of this Contract Agreement is to implement the employment and training programs and/or services described in the "Statement of Work", attached hereto as **Exhibit B**, and incorporated fully herein ("The Statement of Work").
- C. Funding Source: The funding source to support this Contract are funds made available pursuant to the State of Indiana H.E.A. 1001 and any amendments thereto; which is incorporated herein and made a part hereof by reference.
- D. Vincennes University is the WIOA Adult, Dislocated Worker, Youth, Business Services and JAG Service Provider competitively procured by the Board. Funds under Title I of the Workforce Innovation and Opportunity Act and State H.E.A. 1001 flow from the State of Indiana, Department of Workforce Development to the Board's Fiscal Agent and to the Contractor. The Contractor may not designate or assign liability to any other entity for such funds distributed by the fiscal agent, and shall be liable for any misuse of the Contract funds

2.) **Term**: The term of this Contract Agreement shall be from July 1, 2015 until June 30, 2016 (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date. The Contractor may request in writing that the Expiration Date only of this Contract Agreement be extended. If a request for extension is granted, the extension shall be made by written agreement of the parties and subsequent approval by all appropriate Board officials or their designees.

3.) **Consideration:** The Project Budget is set forth in **Exhibit C**, attached hereto and incorporated fully herein (the "Budget"). Maximum payment is limited to the lesser of:

A. **\$ 48,000** as specified in the Budget; or

B. The actual cost of performing the services and activities described in this Contract Agreement.

4.) **Audits:**

A. The Contractor shall submit to an audit of funds paid through this Contract Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Contract Agreement and for a period of three (3) years after final payment for inspection by the Board or its authorized designee. Copies shall be furnished to the Board at no cost.

B. If required by applicable provisions of the Office of Management and Budget's Uniform Guidance, 2 CFR, Part 200, following the expiration of this Contract Agreement, the Contractor shall arrange for a financial and compliance audit of funds provided by the Board pursuant to this Contract Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Uniform Guidance, 2 CFR, Part 200. The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the Board in accordance with the terms of this Contract Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the Board an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the Board to be in the best interests of the Board. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract Agreement and that the Contractor is not out of compliance with the financial aspects of this Contract Agreement. All nongovernmental organizations are required by IC-5-11-1-4 to file an Entity Annual Report (Form E-1) with the Indiana State Board of Accounts. The E-1 form is due within thirty (30) days after the entity's fiscal year end.

5.) **Authority to Bind Contractor:** Notwithstanding anything in this Contract Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute this Contract Agreement on behalf of the Contractor and has obtained all necessary or

applicable approval from the Contractor to make this Contract Agreement fully binding upon the Contractor when his/her signature is affixed, and accepted by the Board.

**6.) Compliance with Laws:**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Board and the Contractor to determine whether the provisions of this Contract require formal modification.
  
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6 et seq., IC § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the Board may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
  
- C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.
  
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the Board of any such actions. During the term of such actions, the Contractor agrees that the Board may suspend funding for the Project. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the Board decides to suspend funding to the Contractor, the Contractor may submit, in writing, a request for review to the Board Chair. A determination by the Board Chair shall be binding on the parties. Any disbursements that the Board may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
  
- E. The Contractor warrants that the Contractor and its subcontractors or contractors performing work in connection with this Project shall obtain and maintain all required

permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Board. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of this Contract Agreement and denial of Contract opportunities with the Board.

F. The Contractor affirms that if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

(1.) The Contractor and any principals of the Contractor certify that:

(a.) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i.) IC §24-4.7 [Telephone Solicitation of Consumers];

(ii.) IC §24-5-12 [Telephone Solicitations]; or

(iii.) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(b.) The Contractor will not violate the terms of IC §24-4.7 for the duration of this Contract Agreement, even if IC §24-4.7 is preempted by federal law.

(2.) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(a.) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(b.) will not violate the terms of IC §24-4.7 for the duration of this Contract Agreement even if IC §24-4.7 is preempted by federal law.

**7.) Confidentiality of State of Indiana Information:** The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor consents that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Board.

The Contractor will abide by all applicable statutes, regulations, directives and mandates to protect the privacy rights and interests of individuals who apply for employment and training and related services. The Contractor specifically agrees to adhere to the provisions of IC 22-4-19-6 and IC 4-1-6-1 *et seq.* Contractor recognizes that it is subject to the penalties for disclosure of protected information under IC 5-14-3-10.

The parties acknowledge that the services to be performed by Contractor for the Board under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State of Indiana in its

computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the Board agree to comply with the provisions of IC 4-1-10 and

IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

**8.) Debarment and Suspension:**

A. The Contractor certifies, by entering into this Contract Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract Agreement by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on, or substantive control over, the operations of the Contractor.

B. The Contractor must seek prior approval from the Board before subcontracting substantive program work to subcontractors. If the Contractor does contract substantive program work, the Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractors. The Contractor shall immediately notify the Board if any subcontractor becomes debarred or suspended, and shall, at the Board's request, take all steps required by the Board to terminate its contractual relationship with the subcontractor for work to be performed under this Contract Agreement.

**9.) Drug-Free Workplace Certification:** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Board within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of Contract opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Contract Agreement is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the Board within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

10.) **Employment Eligibility Verification:** As required by IC §22-5-1.7, the Contractor hereby swears or affirms under the penalties of perjury that:

- A. the Contractor has enrolled and is participating in the E-Verify program;
- B. the Contractor has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. the Contractor does not knowingly employ an unauthorized alien.
- D. the Contractor shall require its contractors who perform work under this Contract Agreement to certify to Contractor that the contractor does not knowingly employ or

contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Contractor shall maintain this certification throughout the duration of the term of a contract with a contractor.

The Board may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**11.) Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor and/or its fiscal agent shall utilize fiscal control and accounting procedures that permit the preparation of all required reports and the tracing of expenditures adequate to establish compliance with all applicable requirements. The Contractor shall prepare required reports that are uniform in definition, reasonably accessible and comprehensible to all authorized parties, verifiable for monitoring, reporting, audit and evaluation purposes, and in accordance with the specifications of the Statewide Management Information System as set forth by the State.

**12.) Funding Cancellation:** When the Director of the Board makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract Agreement, it shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**13.) General Assurances and Certifications:** The Contractor certifies that in connection with the activities undertaken pursuant to this Contract Agreement:

- A. The Contractor shall comply with all applicable policy and directives issued by the State and Board;
- B. The Contractor represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of **all funds** awarded to the Contractor by the Board and received from separate funding sources;
- C. No funds made available under this Contract Agreement shall be used to promote religious or anti-religious activities in violation of 20 CFR §667.266.
- D. No funds made available under this Contract Agreement may be used for lobbying activities in violation of 29 CFR §93.100 et seq., or used for political activities in violation of 5 U.S.C. §1501 et seq
- E. It shall establish safeguards adequate to prohibit employees or other persons from using their position with the Contractor for improper private gain for themselves or others. The Contractor will adopt corporate bylaws that establish procedures to avoid improper conflicts of interest;

- F. It shall maintain an affirmative action plan, written personnel policies, and grievance procedures for complaints and grievances from applicants, participants and beneficiaries, subcontractors, employers, employees and other interested persons, all in accordance with all applicable statutes and regulations;
- G. The Contractor will not violate the provisions of 18 USC §665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIOA and agrees to educate all staff members on the requirements of this statutory provision;
- H. In accordance with the Occupational Health and Safety Act of 1970, 29 USC §651 et seq., the Contractor will not expose participants to surroundings or working conditions which are unsanitary, hazardous or dangerous; participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices;
- I. The Contractor agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC §4215.

14.) **Governing Laws:** This Contract Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15.) **Indemnification:** The Contractor shall indemnify, defend, save and hold harmless the Board, its agents, officials, employees, customers, consultants, third-party service providers, (the "**Board Indemnities**") from and against all claims, allegations, causes of action, or demands that are presented to or brought against one or more of the Board Indemnities, and any losses, liabilities, damages, lost premium, fines, penalties, assessments and/or related costs and/or expenses (including, but not limited to, reasonable attorneys' fees, expert fees, court costs, reasonable costs of investigation, litigation, settlement, judgment, appeal, interest, and/or penalties to enforce any right under this Agreement) (the "**Losses**") arising out of, in connection with or relating to any act or omission of the Contractor and its fiscal agent if procured by the Contractor, regional operator, or service providers. The Contractor agrees to repay to Board, from non-federal funding sources, the costs determined by law to be disallowed in accordance with applicable federal, state or local laws, including rules or regulations. The Board shall **not** provide such indemnification to the Contractor.

16.) **Independent Contractor:** Both parties hereto, in the performance of this Contract Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents,



employees, or subcontractors of the other party. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

**17.) Insurance and Bonding:**

A. The Contractor shall secure and keep in force during the term of this Contract Agreement, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract Agreement.

(1.) The Contractor shall, at its sole cost and expense, provide comprehensive and general public liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$5,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to the Board and shall name the Board as an additional insured. Contractor shall, upon request, provide the Board with a Certificate evidencing such insurance. Failure to maintain such insurance shall result in the termination of this Contract.

(2.) The Contractor shall provide crime insurance including fidelity coverage in the amount of (i.) \$100,000, or (ii.) the highest single total disbursement planned pursuant to this Contract Agreement and all other Board contracts outstanding to Contractor, whichever is higher, and covering all persons responsible for or handling funds received or disbursed under this Contract. This bond must show the Board as **the obligee**. It shall be the Contractor's responsibility to see that all persons handling funds under this Contract Agreement are bondable. Failure to provide such evidence to the Board shall result in termination of this Contract Agreement and any funds awarded hereunder.

(3.) If the Contractor is a department, division or agency of the State of Indiana, or of a county, municipal or local government, the foregoing insurance coverages shall not be required; however, Contractor may elect to provide such coverages.

B. The Contractor's insurance coverage must meet the following additional requirements:

(1.) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

(2.) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3.) The Board will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Board under this Contract shall not be limited by the insurance required in the Contract.

(4.) The insurance required in the Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the Board.

Failure to provide insurance as required in the Contract may be deemed a material breach of contract entitling the Board to immediately terminate this Contract.

18.) **Licensing Standards:** The Contractor, its employees and any subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws and regulations governing services to be provided by the Contractor pursuant to this Contract Agreement. The Board will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the Board immediately and the Board, at its option, may immediately terminate this Contract.

19.) **Lobbying Activities:**

A. Pursuant to 31 USC §1352, and any regulations promulgated there under, the Contractor hereby assures and certifies, and will require any subcontractor or subcontractor to assure and certify, that no federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in conjunction with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, the Contractor and any subcontractor shall complete and submit "Standard Form LLL" ("Disclosure Form to Report Lobby").

20.) **Modification:** The parties shall modify or extend this Agreement consistent with applicable law and DWD and Board policy. Such modification or extension shall be made by mutual

written agreement of the parties and subsequent approval by all appropriate Board officials or their designees.

21.) **Monitoring and Compliance:** The Board shall monitor the Contractor's compliance with the terms and conditions of the Contract Agreement including all applicable statutes, regulations, directives and mandates. The Contractor shall provide the Board reasonable and adequate opportunity to conduct this monitoring, including providing the opportunity to review and audit all relevant documents, forms, reports or any other records at any time during the term of this Contract Agreement and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract Agreement. The Contractor will be responsible for on-site monitoring of any sub-recipient.

22.) **Nondiscrimination:** Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to the Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee or applicant's : race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Contractor understands that the Board is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR §60-1.1 et seq., as amended, and Section 202 of Executive Order 11246.

A. **Equal Opportunity Assurances:** The parties to this Contract Agreement assure that each will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA and its implementing regulations. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship, or his or her participation in any WIOA Title I-financially assisted program or activity.

B. **Discrimination Complaint Procedures:** The parties to this Contract Agreement will assure those complaints alleging discrimination on any of the above bases will be processed in accordance with applicable federal WIOA regulations and DWD policy 2012-04 and 2012-05, as well as any subsequent DWD policy which rescinds and replaces these, developed pursuant to this section and approved by the U.S. Department of Labor's Civil Rights Center.

C. Accessibility and Reasonable Accommodation: Pursuant to federal WIOA regulations, the parties to this Contract Agreement will assure that the following is provided in the One-Stop delivery systems:

- (1.) Facilities and programs which are architecturally and programmatically accessible;
- (2.) Reasonable accommodations for individuals with disabilities;
- (3.) Cost allocation method for making reasonable accommodations (i.e., shared or paid by one entity).

D. Obligation to Provide Notice: The parties to this Contract Agreement will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with applicable regulations for Section 188 of WIOA.

23.) **Notices:** Whenever any notice, statement or other communication shall be sent to any party, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the Board shall be sent to:

South Central Region 8 Workforce Board, Inc.  
C/O CLJ Associates, LLC  
2597 West Vernal Pike  
Bloomington, IN 47404  
812-332-4496

B. Notices to the Contractor shall be sent to:

Robert E. King, Director  
Vincennes University  
450 Landmark Avenue, PO Box 3000  
Bloomington, IN 47402  
812-322-6835

24.) **Order of Precedence:** Any inconsistency or ambiguity in this Contract Agreement shall be resolved by giving precedence in the following order: (1) Requirements imposed by applicable federal law or other controlling document described in Exhibit A; (2) This Contract Agreement; (3) Exhibits prepared by the Board; (4) Exhibits prepared by the Contractor; (5) Request for Proposals issued by the Board; and (6) Vincennes Proposal.

25.) **Payment of Contract Funds by the Board:** Payment of Contract funds by the Board to the Contractor shall be made in accordance with the following schedule and conditions:

A. This Contract Agreement must be fully executed.

- B. No funds that are transferred under this Contract Agreement shall be disbursed by the Contractor to another person to act as its agent or employee in performing the terms and conditions of this Contract Agreement without a written financial Contract between the Contractor and that person.
- C. All payments by the Board to the Contractor for services rendered pursuant to this Contract Agreement shall be made on accrual basis and shall be accompanied with financial reports that are required by the Board. No cost shall be accrued prior to the starting date of this Contract.
- D. All payments by the Board are subject to the encumbrance of monies, to the prohibition against advance payments under IC 4-13-2-20, and to all of the Board's fiscal policies and procedures.
- E. The Board reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. The Board also reserves the right to withhold final payment until agency-required reports are received and accepted.
- F. Failure to complete the activities described in this Contract Agreement, the regional plan and to expend the funds in accordance with this Contract Agreement may be considered a material breach of this Contract Agreement and shall entitle the Board to impose sanctions against the Contractor including, but not limited to, suspension of all Contract programs and/or suspension of the Contractor's participation in Contract programs until such time as all material breaches are cured to the Board's satisfaction. Sanctions may also include repayment of all funds expended for activities which are not in the scope of the Contract Agreement or the Budget. The remedies described in this subparagraph are in addition to any other remedies the Board may have at law or equity.
- G. All payments shall be made in arrears in conformance with Board fiscal policies and procedures and, as required by IC 4-13-214.8.

26.) **Penalties, Interest and Attorney Fees:** The Board will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the Board's failure to make prompt payment shall be based solely on the amount of funding originating from the Board and shall not be based on funding from federal or other sources.

27.) **Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of the State upon delivery of such

property by the vendor in accordance with the applicable Federal OMB circulars and the Property Management/Surplus Property Policy. The Contractor shall be responsible for the management and control of such property as defined in the Property Management/Surplus Property Policy.

28.) **Repayment:** The Contractor and, if applicable, its Guarantor are responsible for the repayment of costs determined to be disallowed in accordance with applicable statutes, regulations, directives or mandates. Repayment of such costs shall be made within thirty (30) calendar days of the final audit determination and, unless agreed to in writing by the Board, shall be repaid from non-Federal funds. Responsibility of the Contractor, as set forth herein, shall not release any insurer or bonding company from any contractual duty to reimburse the insured, the Board, or the obligee.

29.) **Retention of Records:** The Contractor shall retain and make available all financial records, supporting documentation, statistical records, evaluation data, member information and personnel records for three (3) years from the final Expiration Date of this Contract Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

30.) **Special Requirements for Conferences and Conference Space:** The Contractor must request the Board to obtain prior approval from the State of Indiana and the United States Department of Labor (USDOL) before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending federal funds, signing contracts for space or services, announcing the USDOL's involvement in any conference, and using USDOL official's name or USDOL's name or logo. The Board retains the right to obtain information from the Contractor about any conference that is funded in whole or in part with these funds.

31.) **Statewide Case Management System:** All contractors and subcontractors are required to and hereby agree and consent to, use the statewide case management system in accordance with DWD policy herein incorporated by reference.

32.) **Statutory Authority of Contractor:** The Contractor expressly warrants to the Board that it is statutorily eligible to receive the funds granted herein, and it expressly agrees to repay all monies paid to it under this Contract Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

33.) **Taxes.** The Board is exempt from state, federal and local taxes. The Board will not be responsible for any taxes levied on the Contractor as a result of this Contract.

34) **Disputes.** Should any disputes arise with respect to this Contract, the Contractor and the Board agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Workforce Board Chairperson (or the Chairperson's designee.) The Chairperson shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Chair or the Contractor concludes that the presentation period is over. The Chairperson's decision shall be final and conclusive unless the Contractor mails or otherwise furnishes to the Chairperson, within ten (10) working days after receipt of the Chairperson's decision, a written appeal. Within ten (10) working days of receipt by the Chairperson of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The Board may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Board to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

35) **Termination for Cause:** The Board may terminate this Contract Agreement or withhold payments for a material violation of a term or condition of this Contract Agreement, upon delivery of written notice to the Contractor of termination or withholding of payments. A material violation includes:

- a) Improper use of funds in connection with this Contract Agreement as reasonably determined by the Board.
- b) Reasonable determination by the Board that the successful performance of this Contract Agreement is improbable or infeasible.
- c) Termination or suspension of availability of federal funds for the performance of this Contract Agreement as reasonably determined by the Board.
- d) Inability of the Contractor to repay any cost found to be disallowable by final audit resolution.

- e) Any other material failure to comply with a term or condition of this Contract Agreement as reasonably determined by the Board.
- f) Failure to take proper corrective action in a timely manner as determined by the Board.

36) **Termination for Convenience:** This Contract Agreement may be terminated, in whole or in part, by the Board or the Contractor whenever, for any reason, when either party determines that such termination is in their best interest. Termination of services shall be effected by delivery to either party of a Termination Notice, specifying; the date of the termination and the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly performed prior to the effective date of termination. The Board will not be liable for services performed after the effective date of termination, and in no case shall total payment made to the Contractor exceed the amount set forth in the Project or the Budget, nor shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

37) **Complete Agreement:** This Contract Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.



**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract Agreement other than that which appears upon the face hereof.

**In Witness Whereof**, the Contractor and the Board have, through their duly authorized representatives, entered into this Contract. The parties, having read and understanding the foregoing terms of this Contract Agreement, do by their respective signatures dated below hereby agree to the terms thereof

**VINCENNES UNIVERSITY**

**SOUTH CENTRAL REGION 8  
WORKFORCE BOARD, INC.**

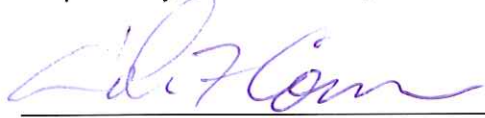
  
\_\_\_\_\_  
Charles Johnson, Interim President  
Vincennes University

  
\_\_\_\_\_  
Brenda Reetz, Chair

10-20-15  
\_\_\_\_\_  
Date

10/23/2015  
\_\_\_\_\_  
Date

Prepared by CLJ Associates, LLC

  
\_\_\_\_\_  
John F. Corcoran, Workforce Board Director

10-28-15  
\_\_\_\_\_  
Date

## EXHIBIT A

### APPLICABLE STATUTES AND REGULATIONS

- (a) Workforce Innovation and Opportunity Act, 29 USC §3101 et seq;
- (b) Wagner-Peyser Act 29 USC §49 et seq;
- (c) General Provisions Governing the Federal State Employment System, 20CFR §651.10 et seq;
- (d) Establishment and Functioning of State Employment Services, 20CFR 652.1 et seq;
- (e) Services of the Employment Service System, 20CFR 653.100 et seq;
- (f) Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act, 29 USC 3248
- (g) Job Counseling, Training and Placement Services for Veterans, *38 USC §4100 et seq*; *Employment and Training of Veterans, 38 USC §4211 et seq*;
- (h) Fair Labor Standards Act 29 USC §201 et seq;
- (i) Indiana Department of Employment and Training Act, IC 22-4, IC 22-4.1 and accompanying rules, regulations and policy directives;
- (j) Trade Act of 1974, as amended, 19USC §2771 et seq;
- (k) Trade Adjustment Assistance Regulations 20 CFR§ 617.1 et seq and§ 618.890
- (l) Workforce Innovation and Opportunity Act regulations
- (m) South Central Workforce Development Board and Regional Operator policy directives
- (n) Office of Management and Budget Uniform Guidance 2 CFR §1.100 et seq

**EXHIBIT B**  
**CONTRACT NO. BC-15-VU**

**Business Consultant Contract Scope of Work:**  
**July 1, 2015 to June 30, 2016**

The Vincennes University Business Services Director has primary responsibility for the delivery of Business Services in the Region. The Business Services Director also delivers Rapid Response activities in concert with the WorkOne Coordinator. The Director of Business Services will supervise the Business Consultant and direct the activities of the Business Services Team. The Business Services Team consists of DWD employees, Vincennes University Service Provider employees and the Business Consultant.

All services will be provided consistent with the Vincennes University proposal to the South Central Region 8 Workforce Board, Inc. dated February 6, 2015. That proposal was accepted by the board and is incorporated herein as part of this contract.

The Business Services Team will connect employers to the Region 8 WorkOne system, market program services and OJT training and work based learning opportunities to business, gather business information and assist in the development of a Regional Economic/Workforce development partnership by developing relationships with regional businesses. All work performed will be in concert with the Regional WorkOne Coordinator, the VU Director and the WorkOne office managers. The Director of Business Services and the Business Consultant will be employed by Vincennes University and housed in the WorkOne offices in Region 8.

Goals of the Position:

- Increase employment levels regionally and statewide;
- Market WorkOne Services to the businesses in the region, in group or one-on-one settings;
- Promote the WorkOne brand, to reduce confusion with businesses with competing names and organizations;
- Compile/gather business intelligence to better understand the needs of business for workforce development solutions;
- Communicate, facilitate and coordinate services with state, regional and local entities;
- Work with economic development and industry professionals in business retention, expansion and attraction activities as needed;

- Manage a portfolio of premier companies to accomplish the above goals.

Responsibilities:

- Collect business information from employers in the region and develop a personal relationship with employers in the regional economy. The Business Services Coordinator will compile and advise the Service Provider, WorkOne Coordinator, Regional Operator/Regional Board of business needs for strategic planning and work-based learning opportunities.
- Provide information to employers, to raise awareness about all WorkOne services including but not limited to; Indiana Career Connect, WorkKeys profiling and assessments, on-the-job training programs and specialized recruitment and placement, screening services, etc.
- Promote the hiring of Dislocated Workers including specialized populations such as, Veterans, persons with disabilities, WorkINdiana, Youth, HIRE, etc.
- Deliver presentations to business and trade organizations regarding workforce related topics and services.
- Evaluate the workforce development and hiring/recruitment needs of businesses and develop solutions based strategies to meet those needs.
- Serve as the point of contact for companies in the event of closure or layoffs and coordinate Rapid Response efforts if necessary. Consultant should look for opportunities where layoff aversion activities would be appropriate and deploy resources as necessary.
- Develop strategic partnerships with local and statewide economic development individuals to understand programs and abilities, share appropriate information about business activity and coordinate services that maintain, and or promote increased employment levels.
- Assist employers in utilizing all features of Indiana Career Connect to effectively recruit and select employees. Help employers post job orders as needed and use the system to find and/or screen applicants.
- Participate in Job Fairs, Career Fairs and other opportunities for both employers and applicants to exchange information about jobs.
- Raise employer awareness about programs and resources available to meet workforce issues, particularly training and adult literacy needs. The Coordinator will also be knowledgeable of the programs and services of WorkOne partner organizations that can be of value to employers.

- Work with local economic development professionals and local elected officials on business attraction and business retention and expansion initiatives in concert with Regional management and the Business Services Team. Provide labor market information, information on the availability and skills of the workforce in the region, and facilitate recruitment and screening services.
- Assist employers in utilizing all the features of Indiana Career Connect to effectively recruit and select employees. Help employers post job orders as needed and use the system to find and/or screen applicants
- Participate in Job Fairs, Career Fairs, and other opportunities for both employers and applicants to exchange information about jobs.
- Shall assist companies in the event of closure or layoffs and assist the WorkOne Coordinator, Service Provider and Regional Operator with Rapid Response efforts as necessary. The Business Services team members are key members of the Regional Rapid Response Team and shall serve as the Vincennes University representatives on that team.
- Act as liaison between Work One staff and employers as needed in placement of youth, veterans, and other special populations for internships, On the Job Training or direct hire.
- Promote the development of a skilled regional workforce by encouraging employers to use Work Keys profiles and assessments leading to Career Readiness Certificates. Follow up with participating WorkKeys companies to make sure profiles are completed as needed, assessments are delivered in a timely way, and skills gap training is provided as needed.
- Perform outreach activities for the Workforce Opportunity Tax Credit (WOTC) and bonding programs with the intent to raise awareness and participation in the programs.
- Recommend and assist in developing new business services.

#### Skills and Experience

- Knowledge of Federal and State Workforce Development programs provided by DWD and South Central Region 8 WorkOne Centers including: WIA, Wagner-Peyser, TAA, Unemployment Insurance, Veterans programs, and available ARRA programs and funds.
- Knowledge of partner programs including SCSEP, Vocational Rehabilitation, CAP and others
- Experience in working with business based entities such as Chambers of Commerce, Local Economic Development Organizations, and other Employer organizations.

- Experience in working with Community Based Organizations
- Knowledge and experience in promoting and marketing state and local programs to businesses and individuals.
- Experience in developing agreements and contracts with employers.
- Experience in and knowledge of State and local procedures and policies
- Knowledge and experience in using automated data programs for job search and case management.
- Experience in working with diverse staff from multiple funding sources to develop and/or implement and/or maintain programs and activities related to achieving regional goals.
- Ability to gather and analyze business information to make determination on needed services

Deliverables:

- Record all activity with businesses/employers in Indiana Career Connect or other designated system on a regular and continual basis;
- On a quarterly basis attend at least one Chamber or other business and industry group meeting in each city/town in the region with a population of 15,000 or more.
- Provide a monthly detailed activity report to the Regional Operator/Board and DWD Director of Business Solutions, by no later than the 10<sup>th</sup> business day of each month. Reports should contain a narrative of special projects and status of updates, number of direct customer visits, meetings, job fairs, rapid response activities, contacts with Chambers of Commerce, Economic Development organizations, planned activities etc. In the report, provide names of all individuals charging to the contract for the month.
- Attend and participate in all statewide Business Consultant meetings and training events.
- Business Services Team members will be expected to meet individual goals with respect to business contacts, OJT contracts, contacts with Chambers of Commerce and other activities as determined by their functional and formal supervisors. Business Services Team members will be required to attend Chambers of Commerce and other Economic Development organizations meetings as assigned.

**EXHIBIT C**

**PROJECT BUDGET  
CONTRACT NO. BC-15-VU  
Business Consultant**

<b>Project Code CFDA#</b>	<b>Current Budget</b>	<b>Adjustment (+) or (-)</b>	<b>Modified Budget</b>
5107313P14WIADW Award: AA25352-14-55-A-18 17.278	\$24,000		
5107333P14WIADW Award: AA25352-14-55-A-18 17.278	\$9,600		
5100249P14WPGRA Award: ES-26018-14-55-A-18 17.204	\$14,400		
<b>Total</b>	<b>\$48,000</b>		

Exhibit 2 – Organizational Chart

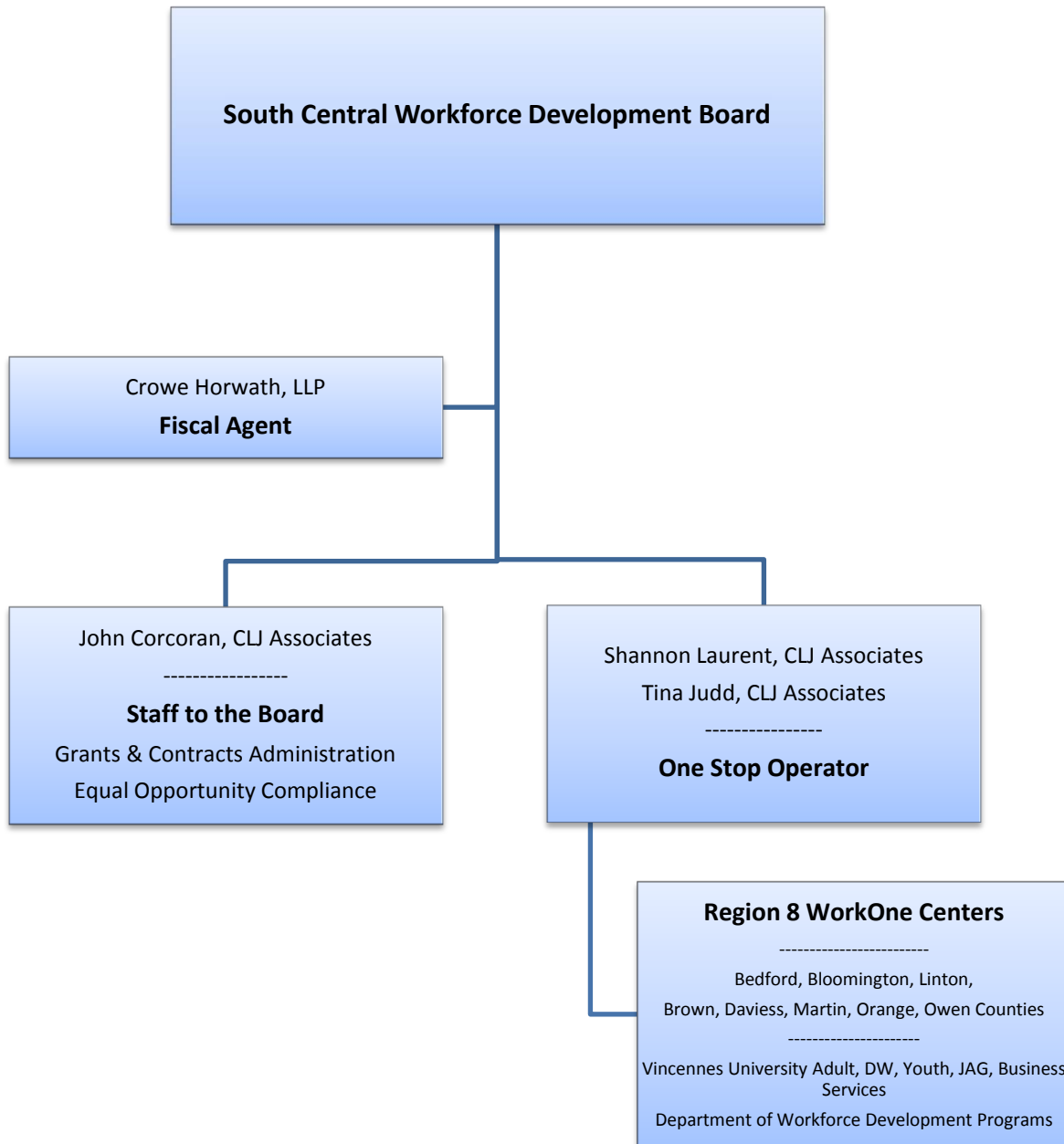




Exhibit 3 – Public Comments on Plan

\*\*\*This section will be completed after public comment period ends on 6/23/16\*\*\*

Exhibit 4 – Memorandums of Understanding



*Aging and Disability Resource Center (ADRC)*  
**MEMORANDUM OF UNDERSTANDING**

This agreement entered into between WORK ONE South Central (hereinafter referred to as Community Partner) and Hoosier Uplands, Aging & Disability Resource Center (hereinafter referred to as ADRC) shall become effective on (Date) 2-3-2016, and remain in effect indefinitely.

The purpose of this Memorandum of Understanding is to provide a written agreement and understanding between the two mentioned agencies to not duplicate the efforts of either agency, but to coordinate assistance and information in such a way to provide optimum aid to the members of the community. Seeking to establish cooperative relationships, this agreement will ultimately benefits those in our community by extending a system which is user-friendly, cooperative in nature and oriented to serve our community in the most efficient manner.

The following general terms and conditions shall apply to this agreement:

**Distribution of Information**

1. Both the ADRC and Community Partner will work closely to coordinate the collection of information needed for the maintenance and continual development of resource databases.
2. Both the ADRC and Community Partner will notify the other in case of updates and changes to the resource management information. Continual sharing of information is one of the goals of this agreement. Updates may be done anytime but provided at the minimum annually.

**Referrals**

3. The Community Partner will refer callers seeking information about community resources that are beyond the scope of services provided or maintained by Community Partner to the ADRC. The ADRC will refer callers to Community Partner if the caller's needs fall within the scope of services provided and maintained by Community Partner.
4. Both Community Partner and the ADRC will track the number of calls (if agency staff time and/or technology are available) transferred during the regular business day and will correspond on a periodic basis to review the procedures, making changes as needed.

**Other Responsibilities**

5. As the ADRC seeks to simplify and ease the access of long term care supports, the ADRC will house information as well as any administrative forms, such as applications and intake forms. Community Partner may provide the ADRC with any administrative forms so that the ADRC may be able to distribute them to the appropriate consumer as a means to supplying them with options to meet their needs. Applications produced by intake at the ADRC will be sent directly to Community Partner.
6. Both Community Partner and the ADRC (at either's availability and discretion) may develop training protocols and provide reciprocal training on an ongoing basis; or Community Partner may provide the ADRC with an available staff member to work a determined amount of hours weekly in the ADRC to deal directly with the consumers and the needs which pertain to their expertise.
7. Should either the Community Partner or the ADRC wish to terminate this agreement, written notice is to be provided to the other.

**Acceptance of Terms**

[Signature]  
Community Partner: Signature & Title

[Signature]  
Hoosier Uplands, Aging & Disability Resource Center Mgr.

2-3-16  
Date

2/8/16  
Date



## Memorandum of Understanding

### Monroe County Prosecutor's Office Child Support Program and WorkOne

#### Purpose:

The purpose of this memorandum is to develop and expand a framework of cooperation between Monroe County Prosecutor's Office Child Support Program and WorkOne as well as to develop mutually beneficial programs, projects and activities to better serve the clients of both organizations.

#### Statement of Mutual Benefit:

The clients of the Monroe County Prosecutor's Office Child Support Program and WorkOne will benefit from increased access to services and coordination of services. As partners in the workforce development system under the Workforce Investment Act, the participants of Monroe County Prosecutor's Office Child Support Program and WorkOne will benefit from increased referral services and decreased barriers to social services.

#### The Monroe County Prosecutor's Office Child Support Program Shall:

- Where appropriate, procure court orders which require Non-custodial Parents (NCPs) to participate in all programs and services recommended by WorkOne, and refer said NCPs to WorkOne accordingly. These referrals shall not exceed twenty (20) participants per week.
- Contact WorkOne to obtain a list of dates available for orientation meetings for Child Support Program participants. Each participant will be provided a date and time for orientation in court at the time of referral, and a list of referrals will be forwarded to WorkOne.
- Set periodic court review hearings to monitor compliance of participants. At least one week prior to the court date, the staff of the Child Support Program shall contact WorkOne to receive an update on each participant and will present that report to the court. Judicial sanctions may be stayed, provided that participants are fully complying with WorkOne recommendations and directives. If participants are not satisfactorily cooperating with WorkOne, the Child Support Program will request that the court impose jail time and/or any other traditional available sanction for that failure to comply.
- Refer participants seeking education and work to the WorkOne Training Coordinator.
- Refer eligible clients seeking work to Vocational Rehabilitation.
- Refer eligible participants to apply for unemployment insurance.
- Refer Veterans to the appropriate Veterans' Affairs representative at WorkOne.
- Assist individuals in completing applications for services available through Monroe County Prosecutor's Office Child Support Program.
- Fax signed requests for wage information and unemployment information to WorkOne.

**WorkOne Shall:**

- Provide a representative to Monroe County Prosecutor's Office Child Support Program activities as needed to assist interested individuals with Indianacareerconnect.com registration and other information pertaining to employment.
- Notify Monroe County Prosecutor's Office Child Support Program when different WorkOne programs begin and end.
- Provide additional information about available WorkOne programs that will enable Monroe County Prosecutor's Office Child Support Program staff to make appropriate referrals for clients.
- Provide a representative to attend meetings as requested by Monroe County Prosecutor's Office Child Support Program and act as a liaison with the Program.
- Collaborate with Monroe County Prosecutor's Office Child Support Program to provide workshops, trainings and events that may be attended by clients of both agencies when possible.
- Provide Child Support Program staff with available dates and times for WorkOne Orientation.
- Upon referral and completion of orientation, assign each participant a WorkOne case manager, who will determine what classes, training, and other employment efforts are appropriate.
- Actively communicate with Child Support Program staff regarding mutual clients; provide written verification when necessary to help document participants' achievements and compliance with court orders/WorkOne directives.
- Complete the wage and unemployment signed requests and return within 24 hours.

**TERMINATION.** Either of the parties may terminate this Agreement at any time before the date of expiration upon 30 days notice to the other party.

**COMMENCEMENT/EXPIRATION DATE.** This instrument is executed on September August 1, 2010, 2015 and is effective through August July 31, 2015 2020. This instrument may be canceled any time by either party with written notification, as stated above.

**NON-FUND OBLIGATING DOCUMENT.** This instrument is neither a fiscal nor a funds obligation document.


**PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

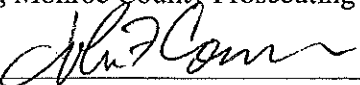
Monroe County Prosecutor's Office Child Support Program 214 West Seventh Street, Suite 110 Bloomington, IN 47404 812-349-2675	Bloomington WorkOne 450 South Landmark Avenue Bloomington IN 47403 812-331-6000
---	--

At all times during the term of this agreement, it is agreed that Monroe County Prosecutor's Office Child Support Program is not in the capacity of an agency or employment relationship with WorkOne.

ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the parties, whether oral or written, concerning same. This Agreement may only be modified by a written document signed by the parties thereto.

GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Indiana.

Signature:  Date: 8-20-2015  
Chris Gaal, Monroe County Prosecuting Attorney

Signature:  Date: 8-18-15  
Director, South Central Region 8 Workforce Board

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WORKONE LOOGOOTEE  
AND HOOSIER UPLANDS ECONOMIC DEVELOPMENT CORPORATION**

*\*Provide 3rd party evidence such as program brochures, newsletters, etc., if available.*

**Date:** March 9, 2015

**Empowerment Initiative:** Education

**Project Name or Beneficiaries:** Eagle Place, Loogootee

**Detailed description of services to be provided to the entire resident population of this project:**

WorkOne Loogootee will make its adult basic education programming available to all residents of Eagle Place. These courses are focused on essential reading, language, writing, and math skills. The classes are available to all persons, regardless of age, including senior citizens.

**Detailed narrative of how service provider will provide services (include location, frequency and cost):**

Services are available at the WorkOne Loogootee offices. This service is offered free of charge to the residents. Most residents will have a car or access to private transportation, but for those that do not, off-site transportation is available through on-call public transit from Ride Solution, ensuring that tenants have access to off-site services as well as job opportunities.

**Discuss the role the sponsor owner will have in delivery of services:**

Information regarding this program will be provided to all residents. Additionally, at application intake the property manager will survey all residents to determine interest in increasing literacy and/or math skills. Those that express an interest to do so will be encouraged to make the most of this opportunity available to them. Property management will annually re-survey residents to assess the effectiveness of its marketing and referral efforts. The activities of this empowerment initiative will be distinct, separate, and non-duplicative of the individualized services to be offered each resident as part of their person-centered planning process.

**Detail the term or duration of the service commitment:**

This service will continue through the development's 15-year AHP compliance period, as long as funding for the program remains available and residents indicate an interest in its continuance.

**If a public resource is utilized, detail a specific plan for program/service delivery to the resident population served outside of independent access to the resource:**

Through intake and annual update surveys, targeted support and encouragement can be provided to all residents that express a desire to increase their literacy skills or other learning objectives. Knowing that an outside entity is taking an interest in their achievement may provide an additional incentive for residents to participate in the adult basic education classes.

**Discuss the economic impact to the recipient of this empowerment initiative. How does the recipient benefit financially?**

A survey of adult literacy by the National Center for Education found that average literacy proficiencies decline sharply for persons age 55 and older compared to younger adults. This correlates with a decline in the average years of schooling experienced by these older adults. A correlation has also been found between proficiency of literacy skills, employment rates, and earnings. Residents that opt to participate in adult basic education classes will increase their literacy and math skills, broadening the types of employment opportunities for which they are qualified, and positioning themselves to benefit financially.

**Outline costs associated with the provision of this empowerment initiative to the recipient. What is the correlating expense and who will pay?**

As an extension of an existing program offering, these services are funded through the provider's existing operations.

**Describe the service provider's experience or history in providing this service:**

The WorkOne center is the heart of the workforce development system. WorkOne is a partner agency of the Indiana Department of Workforce Development, which seeks to aggressively empower Indiana workers to become a highly-skilled, competitive workforce. The professional employees at the WorkOne offices help Indiana citizens assess their skills, improve their skills, and find the job to match those skills.

**Accepted by:**

  
Signature of Service Provider

**Name:** John F. Corcoran  
**Title:** CLJ Associates, LLC, Region 8 Operator  
**Agency:** WorkOne Loogootee  
**Email:** corcoranjfc@msn.com  
**Phone:** 812-639-3059

812-320-9336

  
Signature of Project Sponsor/Owner

**Name:** David L. Miller  
**Title:** CEO  
**Agency:** Hoosier Uplands Economic Development Corporation  
**Email:** dlmiller@hoosieruplands.org  
**Phone:** 812-849-4447



MEMORANDUM OF UNDERSTANDING  
BETWEEN WORKONE LOOGOOTEE  
AND HOOSIER UPLANDS ECONOMIC DEVELOPMENT CORPORATION

Provide 3rd party evidence such as program brochures, newsletters, etc., if available.

Date: March 9, 2015

Empowerment Initiative: Employment Training and Job Preparedness

Project Name or Beneficiaries: Eagle Place, Loogootee

Detailed description of services to be provided to the entire resident population of this project:

WorkOne employment services are available to all residents of Eagle Place. A WorkOne representative will hold an annual workshop at the development to explain the ways WorkOne can help people find a new or better job, choose a career, access training, or get the information needed to succeed in today's ever-evolving workplace.

WorkOne services include resume development, career planning, scholarship, interview coaching, job search assistance, and skills evaluation. WorkOne also helps workers prepare for new employment opportunities through workshop on topics such as Winning Ways Job Search, Resume Development, Interview Techniques, and Internet Job Search; computer classes to strengthen computer knowledge or learn the basics; and on-line courses to improve skills.

Detailed narrative of how service provider will provide services (include location, frequency and cost):

A workshop will be held annually to promote services that are available at the WorkOne Loogootee office. Further employment training service-delivery is based on individual client needs. This service will be offered free of charge to residents. Off-site transportation is available through Ride Solution's on-call transit services, ensuring that tenants have access to off-site services as well as job opportunities.

Discuss the role the sponsor owner will have in delivery of services:

The development will notify all residents of this program; property management staff will make resident referrals to the program; and upon resident request, the property manager will contact the service provider on behalf of the resident. The activities of this empowerment initiative will be distinct, separate, and non-duplicative of the individualized services to be offered each resident as part of their person-centered planning process.

Detail the term or duration of the service commitment:

This service will continue through the development's 15-year AHP compliance period, as long as funding for the program remains available and residents indicate an interest in its continuance.

If a public resource is utilized, detail a specific plan for program/service delivery to the resident population served outside of independent access to the resource:

Through this empowerment initiative, residents will receive targeted information about the employment training and job preparedness services available through WorkOne, information to which they may not otherwise have access. The development will also promote the availability of services at application intake and periodic updates via newsletter articles and/or informational flyers to be distributed to residents.

Discuss the economic impact to the recipient of this empowerment initiative. How does the recipient benefit financially?

Job training can help seniors find work, develop new skills and talents, and enhance their financial security. Whether they seek to build on past work experiences or embark on a brand new career, employment training and job preparedness services are key to helping them update job skills and building experience and confidence, resulting in jobs and higher wages.

Outline costs associated with the provision of this empowerment initiative to the recipient. What is the correlating expense and who will pay?

As an extension of an existing program offering, these services are funded through the provider's existing operations.

Describe the service provider's experience or history in providing this service:

WorkOne programs are available to all Indiana residents, including senior citizens. The WorkOne center is the heart of the workforce development system. WorkOne is a partner agency of the Indiana Department of Workforce Development, which seeks to aggressively empower Indiana workers to become a highly-skilled, competitive workforce. The professional employees at the WorkOne offices help Indiana citizens assess their skills, improve their skills, and find the job to match those skills.

Accepted by:

  
Signature of Service Provider

Name: John F. Corcoran  
Title: CLJ Associates, LLC, Region 8 Operator  
Agency: WorkOne Loogootee  
Email: corcoranjfc@msn.com  
Phone: 812-639-3059

812-320-9336

  
Signature of Project Sponsor/Owner

Name: David L. Miller  
Title: CEO  
Agency: Hoosier Uplands Economic Development Corporation  
Email: dlmiller@hoosieruplands.org  
Phone: 812-849-4447



**TENANT INVESTMENT SERVICE AGREEMENT**

Service Provider/ Agent/ Organization			
Name:	WorkOne Loogootee Phone: 812-279-4400 ext. 248 Email: corcoranjfc@msn.com		
Street Address:	123 Cooper St.		
City:	Loogootee	County:	Martin
Place a "X" next to the targeted population			
Persons with physical or development	<input type="checkbox"/>	Persons with mental impairments	<input type="checkbox"/>
Single parent households	<input type="checkbox"/>	Victims of domestic violence	<input type="checkbox"/>
Homeless persons	<input type="checkbox"/>	Persons with chemical addictions	<input type="checkbox"/>
Abused children	<input type="checkbox"/>	The elderly	<input checked="" type="checkbox"/>

This agreement between (Owner) Shawnee Development Corporation (general partner of the to-be-formed Eagle Place, L.P.), (Management Agent) Hoosier Uplands Economic Development Corporation, and (Service Provider/Agent/ Organization) WorkOne Loogootee, is to confirm the activities and/or incentives offered to residents of (development name) Eagle Place. The Owner and Management Agent agree that in partnering with the Service Provider/Agent/Organization, the development should offer programs that are tailored to the needs of the targeted tenants and encourage tenants to invest in the overall well-being, neighborhood/multi-family community, and/or environment. It is agreed by all signing parties that the Tenant Investment Plan add no extra cost to the tenant. It is understood; that some classes/activities offered might require a maintenance fee. This fee must remain minimal. Tenant Investment Plan Services may target specific tenants of the development but must be optional and inclusive to tenants of both Tax Credit and Market Rate units within the development.

The Owner and Management Agent also agree to fill out Exhibit A, and attach the form to this agreement, listing the services that will be offered to the tenants, a brief description of the service, where the service is being offered (on-site/off-site), the distance from the development (if offered off-site), and the service provider.

This agreement and the services listed on Exhibit A shall remain in effect for the life of the development. The owner/management agent will be responsible for maintaining all services for the life of the development (even if the owner is required to different provider who will provide the same or comparable services to benefit the residents).

Owner Authorized Signatory [Signature] Date 9-25-15

Printed Name David L. Miller, President, Shawnee Development Corporation

Management Agent [Signature] Date 9-25-15

Printed Name David L. Miller, CEO, Hoosier Uplands Economic Development Corporation

Service Provider/Organization [Signature] Date 9-30-15

Printed Name John F. Corcoran, CLJ Associates, LLC, Region 8 Operator, WorkOne Loogootee



Development Information			
Development Name:	Eagle Place		
Street Address:	510 Church Street		
City:	Loogootee	County:	Martin
Place a "X" next to the targeted population			
Persons with physical or development disabilities	<input type="checkbox"/>	Persons with mental impairments	<input type="checkbox"/>
Single parent households	<input type="checkbox"/>	Victims of domestic violence	<input type="checkbox"/>
Homeless persons	<input type="checkbox"/>	Persons with chemical addictions	<input type="checkbox"/>
Abused children	<input type="checkbox"/>	The elderly	<input checked="" type="checkbox"/>

Tenant Investment Plan Services & Description				
Service	Brief Description of Service	On-Site/ Off-Site	Distance from Site	Service Provider
<input checked="" type="checkbox"/> Computer Training	Assistance with basic computer literacy, keyboarding, and computer programs.	Off-site	0.6 mi.	WorkOne Loogootee
<input checked="" type="checkbox"/> Resume Building	Assistance with resume preparation.	Off-site	0.6 mi.	WorkOne Loogootee
<input checked="" type="checkbox"/> GED/Adult Education	Assistance with obtaining a high school diploma.	Off-site	0.6 mi.	WorkOne Loogootee
<input checked="" type="checkbox"/> Employment Services	Assistance with employment training, job preparedness, and workplace skills (applications, workplace reading, basic computer literacy).	Off-site	0.6 mi.	WorkOne Loogootee

Note: All services are available to residents subject to individual program eligibility requirements.

# CONFIDENTIAL

## Partnership Commitment

between

### THE INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT D/B/A JAG-INDIANA

And

### Spencer-Owen Community Schools

**WHEREAS**, this Partnership Commitment, entered into between the Indiana Department of Workforce Development (DWD), an agency of the State of Indiana d/b/a "JAG-Indiana" and **Spencer-Owen Community Schools** outlines the elements of a partnership to successfully implement and sustain JAG-Indiana Multi-Year Dropout Prevention Programs.

**WHEREAS**, JAG-Indiana is financed using federal Workforce Investment and Opportunity Act (WIOA), corporate and foundation contributions, state funds and participating school funds and/or in-kind contributions. JAG-Indiana creates business, industry and education partnerships committed to achieve the mission of JAG to ensure that at-risk high school students remain in high school, attain employability skills through classroom and work-based learning experiences during high school, graduate and receive twelve (12) months of follow-up services by the JAG Specialist. In the follow-up period, JAG participants are successfully transitioned into a career and/or pursue a postsecondary education to enhance career entry and advancement.

**WHEREAS**, the JAG-Indiana Program is based on the JAG Model, the Multi-Year Dropout Prevention Program Application serves high school students during one or more years in high school (9<sup>th</sup> through 12<sup>th</sup> grades) and for an additional twelve (12) months of post-graduation follow-up services.

**WHEREAS**, the five (5) primary performance goals of the JAG Model in serving students are results-oriented and measurable at the conclusion of the 12-month follow-up period:

- a 90% graduation/GED rate;
- an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education;
- 60% of graduates are employed;
- 60% of employed graduates are in full-time jobs leading to careers; and
- 80% of the graduates are employed full-time and/or are combining work and school.

The process goals are measurable in grades 11-12:

- daily recording of information and data using e-NDMS to assure accuracy;
- reduction in the number of absences compared to prior year;
- improvement in GPA compared to prior year;
- reduction in the number of suspensions and expulsions compared to prior year;
- reduction in disciplinary actions;
- participation in the student-led Career Association;
- achieve gain scores in comparing JAG knowledge pre-tests and post-tests;
- involvement in no less than ten (10) hours of community service per month;
- enrollment in summer school to overcome any deficiencies;
- a return to school rate of 80% (as measured in September of each year);
- reduction in the number of barriers while enrolled in the Multi-Year Program;
- achieve the minimal number of contact hours per school year; and,
- satisfactory scores on any high stakes tests.

# CONFIDENTIAL

**WHEREAS**, the Electronic National Data Management System (e-NDMS) provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's National Accreditation Process. JAG-State Organizations and JAG-Local Affiliates must receive standard accreditation to remain in good standing. It is understood that it may be the third year of operation before performance goals are achieved.

**WHEREAS**, the partners are totally committed to providing world-class school-to-career and/or dropout prevention programs, a process of continuous improvement will be implemented and maintained throughout the existence of the JAG-Indiana accredited program.

**WHEREAS**, the responsibilities of the funder, the local Workforce Development Board and/or Regional Operator, include:

1. Sponsor the local JAG-Indiana program by targeting WIOA eligible participants.
2. Subcontract the responsibility of implementing the JAG-Indiana program within each designated school. This entity will be known as the Service Provider.
3. Conduct periodic school visits and reviews to ensure the JAG model and WIOA rules are being followed. Assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

**WHEREAS**, the responsibilities of the service provider include:

1. Provide a JAG Specialist that will follow the JAG model and deliver JAG Curriculum to eligible students.
2. Develop a positive working relationship within local communities, including school administrators, employers, postsecondary or technical schools, and community service organizations.
3. **Ensure students are JAG and WIOA eligible.**
4. Complete JAG and WIOA paperwork/data entry accurately and in a timely manner.

**WHEREAS**, the responsibilities of the state organization, **JAG-Indiana**, include:

1. Establish Jobs for America's Graduates, Inc. (JAG) accredited Multi-Year Dropout Prevention Program at the high school through a mutually beneficial partnership between JAG-Indiana and the school district and high school committed to the local Workforce Development Board and its named service provider, **Vincennes University** to achieving the performance goals previously stated.
2. Maintain an active, involved oversight body to provide leadership in the implementation, operation and continuous improvement of programs in Indiana which satisfy the accreditation standards of the JAG Program Model.
3. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the JAG Program Model.
4. Provide technical assistance and training to the JAG Specialist and other key staff of the participating school on the successful implementation and operation of a JAG accredited program.

# CONFIDENTIAL

5. Provide access to electronic JAG Model Books (including a SPECIALIST HANDBOOK, CAREER ASSOCIATION HANDBOOK, and NATIONAL CURRICULUM MODULES) and other program materials, publications and national communications to the participating school.
6. Provide staff development experiences for the JAG Specialist to assure understanding of the JAG Model and the Senior School-to-Career and/or Multi-Year Dropout Prevention Program Applications. Share best practices through planned local and state staff development activities and by attending the annual JAG National Training Seminar and Pre-NTS Workshops held annually in July.
7. Provide staff support and conduct periodic school quality assurance reviews and consulting visits to give encouragement, support, and feedback to the Specialist. Provide a periodic review of documentation required of a JAG accredited program committed to tracking students, services, and outcomes throughout one to four years and 12-month follow-up period. Every 1-2 years, JAG will conduct a site review and prepare an accreditation report for review by the JAG-Indiana oversight body, funding sources, management team and participating schools and Specialists.
8. Sponsor the annual JAG-Indiana State Career Development Conference, utilizing input from students, Specialists and members of the JAG-Indiana oversight body.
9. Conduct periodic school visits and reviews and assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

**WHEREAS**, the responsibilities of **Spencer-Owen Community Schools** and **Owen Valley High School** include:

1. Allow access to the school by the JAG Specialist, including student records. The JAG Specialist takes personal responsibility for students with a goal of no less than 35 and no more than 45 students who are most at-risk of leaving school before graduation and/or becoming unemployed or underemployed after graduation. The targeted students will be eligible to receive services under the Workforce Investment and Opportunity Act.
2. Provide support necessary to make this program successful. Provide direct or in-kind contributions such as contribute support services including the use of appropriate classroom space, furnished office space, computer cart, computer with internet connectivity, projector, utilities, telephone, fax machine, printer, copier, etc. if not provided by the service provider.
3. Provide the JAG Model Program in a regularly scheduled class or classes for credit. Follow-up services will be provided to each graduate including employer marketing, job development and placement services for twelve (12) months post-graduation. Non-graduates will receive follow-up services that will result in completion of requirements for a high school diploma or a GED certificate.
4. Establish an in-school Advisory Committee to assist the JAG Specialist in recruiting, screening and selecting students most in need of services delivered in Multi-Year Dropout Prevention Programs and provide on-going support for students and the JAG-Indiana program.

At a minimum, the committee will include one representative from administration, counseling staff, the faculty and the JAG Specialist. Ideally a business representative would also be on the committee. The Advisory Committee and Specialist are mutually responsible for recruiting, screening and selecting students who satisfy JAG criteria and are WIOA eligible to receive the in-school and follow-up services of the program.

# CONFIDENTIAL

5. Provide scheduled time to access students during the school year as well as cumulative records for the purpose of identifying, screening, selecting and enrolling qualified students in the JAG Model accredited program.
6. Provide for the scheduling of students and adequate contact time.
7. Provide classroom space for specialist-led competency-based instruction and appropriate facilities for the student-led Career Association activities. The school will also provide the use of other school facilities and equipment necessary to deliver the services of a JAG Model accredited program.
8. Provide for the coordination of the JAG-Indiana program and Career Association with other school programs and services where appropriate.
9. Enable students to attend statewide Leadership and Career Development Conferences held in the State of Indiana and provide transportation for students to attend these events.
10. Provide academic credit toward graduation to those students who successfully complete the JAG program that includes no less than nine (9) months of in-school and twelve (12) months of follow-up services. The Multi-Year Dropout Prevention Program may serve students in the 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades plus 12 months of follow-up services.
11. Support JAG-Indiana's efforts to involve parents, family, employers, and community to meet the needs of JAG-Indiana students that will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period.
12. Work with JAG-Indiana to provide performance evaluations of the Specialist and assistance to achieve full compliance to the JAG Program Model standards.
13. Provide **mandatory** release time for the JAG Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities. Active face-to-face contacts with employers are essential to a successful Multi-Year Dropout Prevention Programs. The school will also sponsor substitute teachers and facilitate attendance at mandatory staff meetings, the annual JAG National Training Seminar and Workshops, annual statewide Career Development Conference and the National Student Leadership Conference. Substitute teachers will also cover up to 5 sick days.
14. Make transportation available to the students to attend JAG related field trips and state student conference.
15. Provide adequate school-based supervision to ensure that the JAG Specialist fulfills the responsibilities of this Memorandum of Understanding and achieves the performance standards of the JAG Program Model and requirements of any funding sources.
16. Provide feedback to JAG-Indiana that will result in the continuous improvement of the program to maintain accreditation by Jobs for America's Graduates.

# CONFIDENTIAL

**WHEREAS**, the responsibilities of **Jobs for America's Graduates (JAG)** include:

1. Provide technical assistance and training to the JAG-Indiana State Program Manager upon request.
2. Provide full access to copyrighted JAG model books and curriculum modules, operational guides, administrative manuals, Electronic National Data Management System (e-NDMS), etc. Network members can access electronic files of all JAG documents through the Private Documentation System behind the firewall at the JAG web site— [www.jag.org](http://www.jag.org).
3. Provide JAG Specialists with staff development opportunities through attendance at the annual JAG National Training Seminar and Pre-NTS Workshops at a reasonable registration fee.
4. Assist the JAG-Indiana management team and JAG Specialists with full implementation of JAG's Electronic National Data Management System (e-NDMS) designed to track students, services and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. JAG-State Organizations and JAG-Local Affiliates have access to the Electronic National Database that produces management information for decision-making and program and staff evaluation purposes.
5. Conduct accreditation of the JAG-Indiana State Organization to ensure conformity with process and performance standards as promulgated by JAG.
6. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.



# CONFIDENTIAL

## PARTNERSHIP COMMITMENT

This Memorandum of Understanding is for the 2015-16 school year.

The partners mutually agree that the JAG Model program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, JAG-Indiana, and Jobs for America's Graduates.

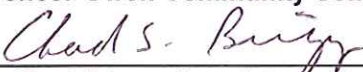
It is a mutually agreed that efforts will be made to continue the JAG accredited program in subsequent school years based on:

- the availability of funding;
- an adequate number of students to make the program cost-effective;
- attainment of JAG Model performance goals; and
- mutual satisfaction with the program based on this Memorandum of Understanding.

This Partnership Commitment may be dissolved, in whole or in part, by the local Workforce Development Board whenever, for any reason, the local Workforce Development Board determines that such termination is in its best interest. Termination of services shall be effected by delivery to the school corporation of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The school corporation shall be compensated for services properly rendered prior to the effective date of termination. The local Workforce Development Board will not be liable for services performed after the effective date of dissolution. The school corporation shall be compensated for services herein provided but in no case shall total payment made to the school corporation exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

In support of the provisions of the Partnership Commitment, the partners affix their signatures in the spaces provided.

### Spencer-Owen Community Schools

  
\_\_\_\_\_  
Dr. Chad Briggs, Superintendent

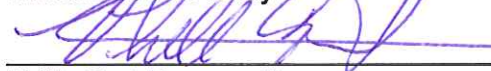
Date 8-28-15

### Owen Valley High School

  
\_\_\_\_\_  
Rhonda Schafer, Principal

Date 9/2/15

### Vincennes University

  
\_\_\_\_\_  
Phillip Dart, Program Manager


Date 9/2/2015

### South Central Region 8 Workforce Board

  
\_\_\_\_\_  
John Corcoran

Date 9/25/15

### State of Indiana

  
\_\_\_\_\_  
Leslie Crist, Director, JAG-Indiana, Department of Workforce Development

Date 7/6/15



# CONFIDENTIAL

## Partnership Commitment

between

### THE INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT D/B/A JAG-INDIANA

And

### North Lawrence Community Schools

**WHEREAS**, this Partnership Commitment, entered into between the Indiana Department of Workforce Development (DWD), an agency of the State of Indiana d/b/a "JAG-Indiana" and **North Lawrence Community Schools** outlines the elements of a partnership to successfully implement and sustain JAG-Indiana Multi-Year Dropout Prevention Programs.

**WHEREAS**, JAG-Indiana is financed using federal Workforce Investment Act (WIA), corporate and foundation contributions, state funds and participating school funds and/or in-kind contributions. JAG-Indiana creates business, industry and education partnerships committed to achieve the mission of JAG to ensure that at-risk high school students remain in high school, attain employability skills through classroom and work-based learning experiences during high school, graduate and receive twelve (12) months of follow-up services by the JAG Specialist. In the follow-up period, JAG participants are successfully transitioned into a career and/or pursue a postsecondary education to enhance career entry and advancement.

**WHEREAS**, the JAG-Indiana Program is based on the JAG Model, the Multi-Year Dropout Prevention Program Application serves high school students during one or more years in high school (9<sup>th</sup> through 12<sup>th</sup> grades) and for an additional twelve (12) months of post-graduation follow-up services.

**WHEREAS**, the five (5) primary performance goals of the JAG Model in serving students are results-oriented and measurable at the conclusion of the 12-month follow-up period:

- a 90% graduation/GED rate;
- an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education;
- 60% of graduates are employed;
- 60% of employed graduates are in full-time jobs leading to careers; and
- 80% of the graduates are employed full-time and/or are combining work and school.

The process goals are measurable in grades 11-12:

- daily recording of information and data using e-NDMS to assure accuracy;
- reduction in the number of absences compared to prior year;
- improvement in GPA compared to prior year;
- reduction in the number of suspensions and expulsions compared to prior year;
- reduction in disciplinary actions;
- participation in the student-led Career Association;
- achieve gain scores in comparing JAG knowledge pre-tests and post-tests;
- involvement in no less than ten (10) hours of community service per month;
- enrollment in summer school to overcome any deficiencies;
- a return to school rate of 80% (as measured in September of each year);
- reduction in the number of barriers while enrolled in the Multi-Year Program;
- achieve the minimal number of contact hours per school year; and,
- satisfactory scores on any high stakes tests.

# CONFIDENTIAL

**WHEREAS**, the Electronic National Data Management System (e-NDMS) provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's National Accreditation Process. JAG-State Organizations and JAG-Local Affiliates must receive standard accreditation to remain in good standing. It is understood that it may be the third year of operation before performance goals are achieved.

**WHEREAS**, the partners are totally committed to providing world-class school-to-career and/or dropout prevention programs, a process of continuous improvement will be implemented and maintained throughout the existence of the JAG-Indiana accredited program.

**WHEREAS**, the responsibilities of the funder, the local Workforce Investment Board and/or Regional Operator, include:

1. Sponsor the local JAG-Indiana program by targeting WIA eligible participants.
2. Subcontract the responsibility of implementing the JAG-Indiana program within each designated school. This entity will be known as the Vincennes University.
3. Conduct periodic school visits and reviews to ensure the JAG model and WIA rules are being followed. Assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

**WHEREAS**, the responsibilities of the Vincennes University include:

1. Provide a JAG Specialist that will follow the JAG model and deliver JAG Curriculum to eligible students.
2. Develop a positive working relationship within local communities, including school administrators, employers, postsecondary or technical schools, and community service organizations.
3. **Ensure students are JAG and WIA eligible.**
4. Complete JAG and WIA paperwork/data entry accurately and in a timely manner.

**WHEREAS**, the responsibilities of the state organization, **JAG-Indiana**, include:

1. Establish Jobs for America's Graduates, Inc. (JAG) accredited Multi-Year Dropout Prevention Program at the high school through a mutually beneficial partnership between JAG-Indiana and the school district and high school committed to the local Workforce Investment Board and its named service provider, **Vincennes University** to achieving the performance goals previously stated.
2. Maintain an active, involved oversight body to provide leadership in the implementation, operation and continuous improvement of programs in Indiana which satisfy the accreditation standards of the JAG Program Model.
3. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the JAG Program Model.
4. Provide technical assistance and training to the JAG Specialist and other key staff of the participating school on the successful implementation and operation of a JAG accredited program.

# CONFIDENTIAL

5. Provide access to electronic JAG Model Books (including a SPECIALIST HANDBOOK, CAREER ASSOCIATION HANDBOOK, and NATIONAL CURRICULUM MODULES) and other program materials, publications and national communications to the participating school.
6. Provide staff development experiences for the JAG Specialist to assure understanding of the JAG Model and the Senior School-to-Career and/or Multi-Year Dropout Prevention Program Applications. Share best practices through planned local and state staff development activities and by attending the annual JAG National Training Seminar and Pre-NTS Workshops held annually in July.
7. Provide staff support and conduct periodic school quality assurance reviews and consulting visits to give encouragement, support, and feedback to the Specialist. Provide a periodic review of documentation required of a JAG accredited program committed to tracking students, services, and outcomes throughout one to four years and 12-month follow-up period. Every 1-2 years, JAG will conduct a site review and prepare an accreditation report for review by the JAG-Indiana oversight body, funding sources, management team and participating schools and Specialists.
8. Sponsor the annual JAG-Indiana State Career Development Conference, utilizing input from students, Specialists and members of the JAG-Indiana oversight body.
9. Conduct periodic school visits and reviews and assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

**WHEREAS**, the responsibilities of **North Lawrence Community Schools** and **Bedford North Lawrence High School** include:

1. Allow access to the school by the JAG Specialist, including student records. The JAG Specialist takes personal responsibility for students with a goal of no less than 35 and no more than 45 students who are most at-risk of leaving school before graduation and/or becoming unemployed or underemployed after graduation. The targeted students will be eligible to receive services under the Workforce Investment Act.
2. Provide support necessary to make this program successful. Provide direct or in-kind contributions such as contribute support services including the use of appropriate classroom space, furnished office space, computer cart, computer with internet connectivity, projector, utilities, telephone, fax machine, printer, copier, etc. if not provided by the Vincennes University.
3. Provide the JAG Model Program in a regularly scheduled class or classes for credit. Follow-up services will be provided to each graduate including employer marketing, job development and placement services for twelve (12) months post-graduation. Non-graduates will receive follow-up services that will result in completion of requirements for a high school diploma or a GED certificate.
4. Establish an in-school Advisory Committee to assist the JAG Specialist in recruiting, screening and selecting students most in need of services delivered in Multi-Year Dropout Prevention Programs and provide on-going support for students and the JAG-Indiana program.

At a minimum, the committee will include one representative from administration, counseling staff, the faculty and the JAG Specialist. Ideally a business representative would also be on the committee. The Advisory Committee and Specialist are mutually responsible for recruiting, screening and selecting students who satisfy JAG criteria and are WIA eligible to receive the in-school and follow-up services of the program.

# CONFIDENTIAL

5. Provide scheduled time to access students during the school year as well as cumulative records for the purpose of identifying, screening, selecting and enrolling qualified students in the JAG Model accredited program.
6. Provide for the scheduling of students and adequate contact time.
7. Provide classroom space for specialist-led competency-based instruction and appropriate facilities for the student-led Career Association activities. The school will also provide the use of other school facilities and equipment necessary to deliver the services of a JAG Model accredited program.
8. Provide for the coordination of the JAG-Indiana program and Career Association with other school programs and services where appropriate.
9. Enable students to attend statewide Leadership and Career Development Conferences held in the State of Indiana and provide transportation for students to attend these events.
10. Provide academic credit toward graduation to those students who successfully complete the JAG program that includes no less than nine (9) months of in-school and twelve (12) months of follow-up services. The Multi-Year Dropout Prevention Program may serve students in the 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades plus 12 months of follow-up services.
11. Support JAG-Indiana's efforts to involve parents, family, employers, and community to meet the needs of JAG-Indiana students that will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period.
12. Work with JAG-Indiana to provide performance evaluations of the Specialist and assistance to achieve full compliance to the JAG Program Model standards.
13. Provide **mandatory** release time for the JAG Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities. Active face-to-face contacts with employers are essential to a successful Multi-Year Dropout Prevention Programs. The school will also sponsor substitute teachers and facilitate attendance at mandatory staff meetings, the annual JAG National Training Seminar and Workshops, annual statewide Career Development Conference and the National Student Leadership Conference. Substitute teachers will also cover up to 5 sick days.
14. Make transportation available to the students to attend JAG related field trips and state student conference.
15. Provide adequate school-based supervision to ensure that the JAG Specialist fulfills the responsibilities of this Memorandum of Understanding and achieves the performance standards of the JAG Program Model and requirements of any funding sources.
16. Provide feedback to JAG-Indiana that will result in the continuous improvement of the program to maintain accreditation by Jobs for America's Graduates.

# CONFIDENTIAL

**WHEREAS**, the responsibilities of **Jobs for America's Graduates (JAG)** include:

1. Provide technical assistance and training to the JAG-Indiana State Program Manager upon request.
2. Provide full access to copyrighted JAG model books and curriculum modules, operational guides, administrative manuals, Electronic National Data Management System (e-NDMS), etc. Network members can access electronic files of all JAG documents through the Private Documentation System behind the firewall at the JAG web site— [www.jag.org](http://www.jag.org).
3. Provide JAG Specialists with staff development opportunities through attendance at the annual JAG National Training Seminar and Pre-NTS Workshops at a reasonable registration fee.
4. Assist the JAG-Indiana management team and JAG Specialists with full implementation of JAG's Electronic National Data Management System (e-NDMS) designed to track students, services and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. JAG-State Organizations and JAG-Local Affiliates have access to the Electronic National Database that produces management information for decision-making and program and staff evaluation purposes.
5. Conduct accreditation of the JAG-Indiana State Organization to ensure conformity with process and performance standards as promulgated by JAG.
6. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

# CONFIDENTIAL

## PARTNERSHIP COMMITMENT

This Memorandum of Understanding is for the 2014-15 school year.

The partners mutually agree that the JAG Model program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, JAG-Indiana, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the JAG accredited program in subsequent school years based on:

- the availability of funding;
- an adequate number of students to make the program cost-effective;
- attainment of JAG Model performance goals; and
- mutual satisfaction with the program based on this Memorandum of Understanding.

This Partnership Commitment may be dissolved, in whole or in part, by the local Workforce Investment Board whenever, for any reason, the local Workforce Investment Board determines that such termination is in its best interest. Termination of services shall be effected by delivery to the school corporation of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The school corporation shall be compensated for services properly rendered prior to the effective date of termination. The local Workforce Investment Board will not be liable for services performed after the effective date of dissolution. The school corporation shall be compensated for services herein provided but in no case shall total payment made to the school corporation exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

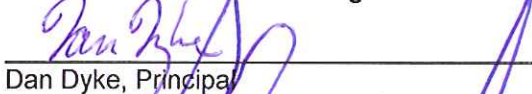
In support of the provisions of the Partnership Commitment, the partners affix their signatures in the spaces provided.

### North Lawrence Community Schools

  
Gary Conner, Superintendent

Date 8-18-2015

### Bedford North Lawrence High School

  
Dan Dyke, Principal

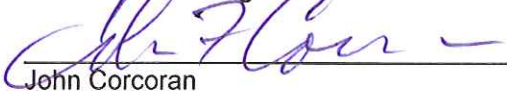
Date 8-20-2015

### Vincennes University

  
Phillip Dart, Program Manager

Date 8-20-2015

### South Central Region 8 Workforce Board

  
John Corcoran

Date 9-25-15

### State of Indiana

  
Leslie Crist, Director, JAG-Indiana, Department of Workforce Development

Date 7/6/15

# CONFIDENTIAL

## Partnership Commitment

between

### THE INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT D/B/A JAG-INDIANA

And

### Eastern Greene Schools

**WHEREAS**, this Partnership Commitment, entered into between the Indiana Department of Workforce Development (DWD), an agency of the State of Indiana d/b/a "JAG-Indiana" and **Eastern Greene Schools** outlines the elements of a partnership to successfully implement and sustain JAG-Indiana Multi-Year Dropout Prevention Programs.

**WHEREAS**, JAG-Indiana is financed using federal Workforce Investment and Opportunity Act (WIOA), corporate and foundation contributions, state funds and participating school funds and/or in-kind contributions. JAG-Indiana creates business, industry and education partnerships committed to achieve the mission of JAG to ensure that at-risk high school students remain in high school, attain employability skills through classroom and work-based learning experiences during high school, graduate and receive twelve (12) months of follow-up services by the JAG Specialist. In the follow-up period, JAG participants are successfully transitioned into a career and/or pursue a postsecondary education to enhance career entry and advancement.

**WHEREAS**, the JAG-Indiana Program is based on the JAG Model, the Multi-Year Dropout Prevention Program Application serves high school students during one or more years in high school (9<sup>th</sup> through 12<sup>th</sup> grades) and for an additional twelve (12) months of post-graduation follow-up services.

**WHEREAS**, the five (5) primary performance goals of the JAG Model in serving students are results-oriented and measurable at the conclusion of the 12-month follow-up period:

- a 90% graduation/GED rate;
- an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education;
- 60% of graduates are employed;
- 60% of employed graduates are in full-time jobs leading to careers; and
- 80% of the graduates are employed full-time and/or are combining work and school.

The process goals are measurable in grades 11-12:

- daily recording of information and data using e-NDMS to assure accuracy;
- reduction in the number of absences compared to prior year;
- improvement in GPA compared to prior year;
- reduction in the number of suspensions and expulsions compared to prior year;
- reduction in disciplinary actions;
- participation in the student-led Career Association;
- achieve gain scores in comparing JAG knowledge pre-tests and post-tests;
- involvement in no less than ten (10) hours of community service per month;
- enrollment in summer school to overcome any deficiencies;
- a return to school rate of 80% (as measured in September of each year);
- reduction in the number of barriers while enrolled in the Multi-Year Program;
- achieve the minimal number of contact hours per school year; and,
- satisfactory scores on any high stakes tests.



# CONFIDENTIAL

**WHEREAS**, the Electronic National Data Management System (e-NDMS) provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's National Accreditation Process. JAG-State Organizations and JAG-Local Affiliates must receive standard accreditation to remain in good standing. It is understood that it may be the third year of operation before performance goals are achieved.

**WHEREAS**, the partners are totally committed to providing world-class school-to-career and/or dropout prevention programs, a process of continuous improvement will be implemented and maintained throughout the existence of the JAG-Indiana accredited program.

**WHEREAS**, the responsibilities of the funder, the local Workforce Development Board and/or Regional Operator, include:

1. Sponsor the local JAG-Indiana program by targeting WIOA eligible participants.
2. Subcontract the responsibility of implementing the JAG-Indiana program within each designated school. This entity will be known as the Service Provider.
3. Conduct periodic school visits and reviews to ensure the JAG model and WIOA rules are being followed. Assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

**WHEREAS**, the responsibilities of the service provider include:

1. Provide a JAG Specialist that will follow the JAG model and deliver JAG Curriculum to eligible students.
2. Develop a positive working relationship within local communities, including school administrators, employers, postsecondary or technical schools, and community service organizations.
3. **Ensure students are JAG and WIOA eligible.**
4. Complete JAG and WIOA paperwork/data entry accurately and in a timely manner.

**WHEREAS**, the responsibilities of the state organization, **JAG-Indiana**, include:

1. Establish Jobs for America's Graduates, Inc. (JAG) accredited Multi-Year Dropout Prevention Program at the high school through a mutually beneficial partnership between JAG-Indiana and the school district and high school committed to the local Workforce Development Board and its named service provider, **Vincennes University** to achieving the performance goals previously stated.
2. Maintain an active, involved oversight body to provide leadership in the implementation, operation and continuous improvement of programs in Indiana which satisfy the accreditation standards of the JAG Program Model.
3. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the JAG Program Model.
4. Provide technical assistance and training to the JAG Specialist and other key staff of the participating school on the successful implementation and operation of a JAG accredited program.



# CONFIDENTIAL

5. Provide access to electronic JAG Model Books (including a SPECIALIST HANDBOOK, CAREER ASSOCIATION HANDBOOK, and NATIONAL CURRICULUM MODULES) and other program materials, publications and national communications to the participating school.
6. Provide staff development experiences for the JAG Specialist to assure understanding of the JAG Model and the Senior School-to-Career and/or Multi-Year Dropout Prevention Program Applications. Share best practices through planned local and state staff development activities and by attending the annual JAG National Training Seminar and Pre-NTS Workshops held annually in July.
7. Provide staff support and conduct periodic school quality assurance reviews and consulting visits to give encouragement, support, and feedback to the Specialist. Provide a periodic review of documentation required of a JAG accredited program committed to tracking students, services, and outcomes throughout one to four years and 12-month follow-up period. Every 1-2 years, JAG will conduct a site review and prepare an accreditation report for review by the JAG-Indiana oversight body, funding sources, management team and participating schools and Specialists.
8. Sponsor the annual JAG-Indiana State Career Development Conference, utilizing input from students, Specialists and members of the JAG-Indiana oversight body.
9. Conduct periodic school visits and reviews and assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JAG-Indiana and JAG.

**WHEREAS**, the responsibilities of **Eastern Greene Schools and Eastern Greene High School** include:

1. Allow access to the school by the JAG Specialist, including student records. The JAG Specialist takes personal responsibility for students with a goal of no less than 35 and no more than 45 students who are most at-risk of leaving school before graduation and/or becoming unemployed or underemployed after graduation. The targeted students will be eligible to receive services under the Workforce Investment and Opportunity Act.
2. Provide support necessary to make this program successful. Provide direct or in-kind contributions such as contribute support services including the use of appropriate classroom space, furnished office space, computer cart, computer with internet connectivity, projector, utilities, telephone, fax machine, printer, copier, etc. if not provided by the service provider.
3. Provide the JAG Model Program in a regularly scheduled class or classes for credit. Follow-up services will be provided to each graduate including employer marketing, job development and placement services for twelve (12) months post-graduation. Non-graduates will receive follow-up services that will result in completion of requirements for a high school diploma or a GED certificate.
4. Establish an in-school Advisory Committee to assist the JAG Specialist in recruiting, screening and selecting students most in need of services delivered in Multi-Year Dropout Prevention Programs and provide on-going support for students and the JAG-Indiana program.

At a minimum, the committee will include one representative from administration, counseling staff, the faculty and the JAG Specialist. Ideally a business representative would also be on the committee. The Advisory Committee and Specialist are mutually responsible for recruiting, screening and selecting students who satisfy JAG criteria and are WIOA eligible to receive the in-school and follow-up services of the program.

# CONFIDENTIAL

5. Provide scheduled time to access students during the school year as well as cumulative records for the purpose of identifying, screening, selecting and enrolling qualified students in the JAG Model accredited program.
6. Provide for the scheduling of students and adequate contact time.
7. Provide classroom space for specialist-led competency-based instruction and appropriate facilities for the student-led Career Association activities. The school will also provide the use of other school facilities and equipment necessary to deliver the services of a JAG Model accredited program.
8. Provide for the coordination of the JAG-Indiana program and Career Association with other school programs and services where appropriate.
9. Enable students to attend statewide Leadership and Career Development Conferences held in the State of Indiana and provide transportation for students to attend these events.
10. Provide academic credit toward graduation to those students who successfully complete the JAG program that includes no less than nine (9) months of in-school and twelve (12) months of follow-up services. The Multi-Year Dropout Prevention Program may serve students in the 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades plus 12 months of follow-up services.
11. Support JAG-Indiana's efforts to involve parents, family, employers, and community to meet the needs of JAG-Indiana students that will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period.
12. Work with JAG-Indiana to provide performance evaluations of the Specialist and assistance to achieve full compliance to the JAG Program Model standards.
13. Provide **mandatory** release time for the JAG Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities. Active face-to-face contacts with employers are essential to a successful Multi-Year Dropout Prevention Programs. The school will also sponsor substitute teachers and facilitate attendance at mandatory staff meetings, the annual JAG National Training Seminar and Workshops, annual statewide Career Development Conference and the National Student Leadership Conference. Substitute teachers will also cover up to 5 sick days.
14. Make transportation available to the students to attend JAG related field trips and state student conference.
15. Provide adequate school-based supervision to ensure that the JAG Specialist fulfills the responsibilities of this Memorandum of Understanding and achieves the performance standards of the JAG Program Model and requirements of any funding sources.
16. Provide feedback to JAG-Indiana that will result in the continuous improvement of the program to maintain accreditation by Jobs for America's Graduates.

# CONFIDENTIAL

**WHEREAS**, the responsibilities of **Jobs for America's Graduates (JAG)** include:

1. Provide technical assistance and training to the JAG-Indiana State Program Manager upon request.
2. Provide full access to copyrighted JAG model books and curriculum modules, operational guides, administrative manuals, Electronic National Data Management System (e-NDMS), etc. Network members can access electronic files of all JAG documents through the Private Documentation System behind the firewall at the JAG web site— [www.jag.org](http://www.jag.org).
3. Provide JAG Specialists with staff development opportunities through attendance at the annual JAG National Training Seminar and Pre-NTS Workshops at a reasonable registration fee.
4. Assist the JAG-Indiana management team and JAG Specialists with full implementation of JAG's Electronic National Data Management System (e-NDMS) designed to track students, services and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. JAG-State Organizations and JAG-Local Affiliates have access to the Electronic National Database that produces management information for decision-making and program and staff evaluation purposes.
5. Conduct accreditation of the JAG-Indiana State Organization to ensure conformity with process and performance standards as promulgated by JAG.
6. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

# CONFIDENTIAL

## PARTNERSHIP COMMITMENT

This Memorandum of Understanding is for the 2015-16 school year.

The partners mutually agree that the JAG Model program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, JAG-Indiana, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the JAG accredited program in subsequent school years based on:

- the availability of funding;
- an adequate number of students to make the program cost-effective;
- attainment of JAG Model performance goals; and
- mutual satisfaction with the program based on this Memorandum of Understanding.

This Partnership Commitment may be dissolved, in whole or in part, by the local Workforce Development Board whenever, for any reason, the local Workforce Development Board determines that such termination is in its best interest. Termination of services shall be effected by delivery to the school corporation of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The school corporation shall be compensated for services properly rendered prior to the effective date of termination. The local Workforce Development Board will not be liable for services performed after the effective date of dissolution. The school corporation shall be compensated for services herein provided but in no case shall total payment made to the school corporation exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

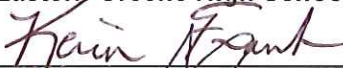
In support of the provisions of the Partnership Commitment, the partners affix their signatures in the spaces provided.

### Eastern Greene Schools

  
\_\_\_\_\_  
Mr. Ted Baechtold, Superintendent

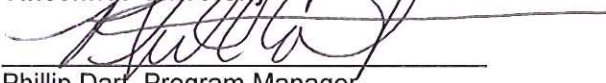
Date 7/23/15

### Eastern Greene High School

  
\_\_\_\_\_  
Kevin Frank, Principal

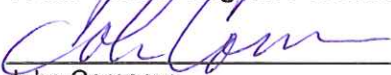
Date 7/21/15

### Vincennes University

  
\_\_\_\_\_  
Phillip Dart, Program Manager

Date 08/04/2015

### South Central Region 8 Workforce Board

  
\_\_\_\_\_  
John Corcoran

Date 9/25/15

### State of Indiana

  
\_\_\_\_\_  
Leslie Crist, Director, JAG-Indiana, Department of Workforce Development

Date 7/6/15

## Exhibit 5 – Monitoring Guide

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

Objective: Conduct an on-site review of REGION 8 subcontractors on an annual basis

Procedure: Complete a desk review of the contract and schedule an on-site visit to review contract activity

Upon completion of each review section complete workpapers draft potential findings and conclusions

**DESK REVIEW**

SUBRECIPIENT \_\_\_\_\_

CONTRACT # \_\_\_\_\_

CONTACT \_\_\_\_\_

CONTACT TELEPHONE # \_\_\_\_\_

APPOINTMENT TIME DATE\_\_\_\_\_ TIME\_\_\_\_\_

APPOINTMENT LOCATION \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_

CONTRACT PERIOD \_\_\_\_\_ TO \_\_\_\_\_

YES NO HAS THE CONTRACT BEEN SIGNED BY REGION 8 & THE CONTRACTOR

YES NO IS THERE A BUDGET ATTACHED TO THE CONTRACT

YES NO REVIEW THE BUDGET LINE ITEMS FOR ALLOWABILITY, NOTE ANY ITEMS NOT FULLY UNDERSTOOD AND REVIEW THESE ITEMS WITH CONTRACTOR DURING ON SITE VISIT.(WP# \_\_\_\_\_)

YES NO HAS THE CONTRACT BEEN MODIFIED, IF SO, WHAT WAS MODIFIED

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

YES NO IS THERE A CONTRACT NARRATIVE ATTACHED TO THE CONTRACT

THE CONTRACT ACTIVITIES ARE TO BE (WP# \_\_\_\_\_) COPY FROM CONTRACT

YES NO ARE THE CONTRACT ACTIVITIES STILL OPERATING

YES NO WERE THERE PRIOR FINDINGS RELATED TO THIS CONTRACTOR

IF THERE WERE PRIOR FINDINGS, DOCUMENT THE CORRECTION TO THE FINDING/CONDITION. (WP# \_\_\_\_\_)

NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**BACKGROUND:**

The purpose of the activities and services review is to provide a review program for the monitor that enables a compliance review of WIOA funded activities and services. This review combined with a Participant Management Information System Review (TRACK ONE) and a financial review enables the Regional Operator and Board to determine compliance and to make recommendations for improvement.

**INSTRUCTIONS:**

Complete each section of the review program and for each section draft:

- Findings of Non-Compliance
- Recommendations
- Observations
- Conclusions

Most questions are presented in an affirmative format. Yes answers generally refer to compliance while no answers generally refer to non-compliance or a weakness. No answers should include notations and documentation as appropriate.

**Reviewer Initials**



**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**OVERSIGHT AND MONITORING**

Does the organization have written monitoring procedures and tools?

- Yes
- No

Are sub recipients and internal WIOA operations monitored once each year?

- Yes
- No

Is there a financial and program review?

- Yes
- No

Monitoring reports record findings and needed corrective actions

- Yes
- No

Findings are followed up to ensure corrective action

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**ONE-STOP DELIVERY SYSTEM**

Document the location and area served by the local WorkOne Centers and WorkOne Express Offices in the area

Youth Activities are facilitated through the one stop delivery system?

- Yes
- No

Youth Activities are separate from the WorkOne / Expresses

- Yes
- No

One stop customers have access to and are provided information to programs and activities carried out by each partner?

- Yes
- No

Universal access is provided to the full array of services available through the one stop delivery system as required by (WIOA Section 188).

- Yes
- No

Mandatory partners are represented at the one stop, list WIOA partners and location of service

- Yes
- No

Who is the one-stop operator at each center?

- Yes
- No

Are MOUs in effect for all partners?

- Yes
- No

Do MOUs describe the services provided by each partner at the one stop centers?

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**TRACK ONE**

The area ensures that subrecipients receive instructions for completing TRACK ONE forms in accordance with DWD TRACK ONE requirements

- Yes
- No

Are one-stop staff aware of any incidents of fraud, abuse or criminal activity and how to report it?

- Yes
- No

Records are entered into TRACK ONE within 10 days of the activity or service

- Yes
- No

The 90 day limit for inactivity is not exceeded for the participant files sampled

- Yes
- No

Line codes used on TRACK ONE forms appear to be appropriate for the activity/service

- Yes
- No

Each file examined has a receipt of the grievance procedure and EEO statement signed by the participant

- Yes
- No

Each file examined has case notes that support the client activity

- Yes
- No

Each file examined has documented eligibility and the reason for such determination

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

Each file examined has documented that participant has received the confidentiality policy

- Yes
- No

Each file examined has documented the need for and provision of supportive services, ITA, OJT or other assistance with adequate documentation

- Yes
- No

Procedure exists and is observed for enrolling non-eligible (non-low income) youth.

- Yes
- No

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**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**CAREER SERVICES**

Check the core services the subrecipient provides

- Outreach, intake, orientation
- Assessment of skills
- Job Search and Job Placement
- Labor Market Information
- Performance and Cost information on eligible providers of training services and providers of post-secondary voc. Ed. Services
- Information on Supportive Services
- Information on how to file for U.I. services
- Referral to other service providers in the community
- Follow up services after placement in unsubsidized employment
- Comprehensive Assessment
- Individual Employment Plan (IEP)
- Out of area job search assistance
- Relocation assistance
- Group/Individual counseling and career planning
- Case management for participant seeking training services
- Work Experience
- Short-term prevocational services
- Other \_\_\_\_\_

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

The practice of the organization adequately documents movement of clients from Career Services to Training Services?

- Yes
- No

Are Career Services documented by case notes or other suitable documentation?

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**TRAINING SERVICES**

Those enrolled in training services have received at least one Career Service and have been determined to be unable to obtain or retain employment?

- Yes
- No

Documentation is maintained regarding the need for training services and the ability of the participant to successfully complete the training program

- Yes
- No

The training selected by participants is directly linked to demand occupations or existing employment opportunities?

- Yes
- No

Check the types of training services the area provides

- Occupational Skills, including non-traditional employment
  
- On the Job (OJT)
  
- Skill upgrading/retraining
  
- Job Readiness Training
  
- Adult Ed and literacy
  
- Other\_\_\_\_\_

Do procedures exist to ensure that Pell Grant funds are utilized before WIOA or WIOA is reimbursed for prior tuition payments?

- Yes
- No

Is there a procedure to document that training is provided only by eligible training providers?

- Yes
- No

Does the organization have written procedure for the use of OJTs?

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

Are there adequate procedures to monitor OJTs?

- Yes
- No

Are procedures in place to ensure that employers that exhibit a pattern of OJT failure are not utilized, that case managers document the need for the participants OJT training, that the training is consistent with the IEP, reimbursement does not exceed 50%, the wage is specified, number of hours is documented and that OJTs are used for jobs that are in demand in the local labor market?

- Yes
- No

Do Individual Training Account (ITA) practices provide for:

- Assessment and counseling and an IEP prior to selecting a training program
- Training is limited to skills necessary for demand occupations
- Informing participants of demand occupations
- Making the Demand Occupation list available and understandable for clients
- Information on tuition, fees and books
- Limitations on amount and time of assistance
- Seeking other sources of funding for the desired training first
- Customer choice

Are there exceptions to the use of ITA's? \_\_\_\_\_

**Reviewer Initials**



**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**ASSESSMENT AND CASE MANAGEMENT**

The organization practices identify gateway activities and the method of documenting transition from Core, Intensive, Training.

- Yes
- No

Assessment is on on-going activity throughout participation in Career Services and Training activities

- Yes
- No

Review Priority System to ensure that 50% of adult customers enrolled have barriers to employment, note any weaknesses

- Yes
- No

Is self-sufficiency defined

- Yes
- No

IEPs are updated regularly and case notes document activities of all participants

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**YOUTH PROGRAMS**

The organization utilizes a youth assessment that includes (check all that apply)

- Academic skills
- Occupational skills
- Work Experience
- Employability
- Interests and aptitudes
- Supportive service needs
- Other developmental needs

The organization uses a standardized individual service strategy (ISS) for all participants

- Yes
- No

Each file examined contains an ISS (see TRACK ONE worksheet)

- Yes
- No

The organization provides all required youth program elements. Check each and note any exceptions or weaknesses:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include--
  - summer employment opportunities and other employment opportunities available throughout the school year;
  - pre-apprenticeship programs;
  - internships and job shadowing; and
  - on-the-job training opportunities;

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**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
7. Supportive services;
8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
9. Follow up services for not less than 12 months after the completion of participation, as appropriate;
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
14. Activities that help youth prepare for and transition to post-secondary education and training.

Skill attainment goals for younger youth and performance goals for older youth are measured and tracked.

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

The program elements provide preparation for post secondary educational opportunities, linkages between academic and occupational learning, preparation for employment and effective connections to intermediary organizations that provide strong links to the job market and employers. [20CFR 664.405(a)(3)]

- Yes
- No

At least 30 per cent of youth funds are used to provide activities to out of school youth

- Yes
- No

The summer youth employment program is integrated into academic and occupational learning

- Yes
- No

Describe how the contractor's program design will ensure that no more than 25% of funding will be spent on in-school youth while not less than 75% will be spent on out of school youth. Note any exceptions, review financial reports to verify.

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**SUPPORTIVE SERVICES**

The organization practice ensures that supportive services and resources are necessary to enable clients to participate, coordinated with One-Stop partner resources, made available to adults and dislocated workers through the One-Stop system

- Yes
- No

Check the supportive services the organization provides

- Transportation
- Fees for identification documents
- Car repairs and insurance
- Child Care
- Housing and utilities
- Clothing and tools
- None
- Other\_\_\_\_\_

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**RAPID RESPONSE**

Written procedures exist for the provision of rapid response activities required under WIOA and state policy

- Yes
- No

What is the time frame to contact the employer and employee representatives after becoming aware of a current or projected permanent closure or layoff? \_\_\_\_\_

The organization advises the employer and employee representatives of its services

- Yes
- No

The organization assists in forming labor-management committees, chairpersons for such committees or provides start up financial assistance to such groups.

- Yes
- No

The organization provides assistance to the WIB or chief elected officials to develop a coordinated response to dislocation events

- Yes
- No

Has the organization provided any recent rapid response emergency assistance?

\_\_\_\_\_

The organization coordinates its rapid response services with services offered by Federal, State and local agencies and other local organizations

- Yes
- No

Dislocated workers are provided information and access to unemployment compensation benefits, comprehensive one stop system services, and employment and training activities, including information on the Trade Adjustment Assistance (TAA) program

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**EQUAL EMPLOYMENT OPPORTUNITY/GRIEVANCE PROCEDURE  
[WIOA Section 188]**

Interview the organization representative regarding Equal Employment Opportunity practice and policy, obtain a copy of the grievance procedure used for participants. After completing the review note any findings along with recommendations for corrective action.

**Grievance Procedure**

Does the organization have a procedure for resolving grievances alleging violations of the WIOA?

- Yes
- No

Check the policy/procedure to ensure that

- Anyone may file
- Must be within one year of the alleged violation
- Procedures for informal resolution
- Procedures for hearing including taping
- That entities have 60 days to resolve the grievance
- That grievances may be appealed to DWD when no decision is reached after sixty days at the local level or if either party is dissatisfied?
- The grievance may be appealed to the US Secretary of Labor within 60 days of receipt of appeal?

No staff or participant grievances or complaints are active and the organization maintains past written complaints for 3 years after resolution. Document any current complaints.

- Yes
- No

The organization must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Section 188 of the WIOA and The Americans with Disabilities Act. The organization includes assurances of compliance with these laws in all contracts and agreements as required by WIOA?

- Yes
- No

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

Equal Employment Opportunity policies are available to staff including those with hearing or visual impairments and limited English speaking staff.

- Yes
- No

Activities and services are accessible to the disabled. Document accommodations if no.

- Yes
- No

Activities, services and program information are provided to limited English speaking individuals. The organization provides reasonable accommodation and auxiliary aids and services when requested by clients. Assistance is provided to limited English speaking individuals in filing complaints of discrimination.

- Yes
- No

The "Equal Opportunity is the Law" poster is posted in all offices

- Yes
- No

The Equal Opportunity notice and tagline is included in participant files, pamphlets and brochures and organization community public relations materials.

- Yes
- No

**Structural Accessibility**

The organization maintains parking and signage for persons with disabilities.

- Yes
- No

The organization maintains a designated restroom for persons with disabilities with signage

- Yes
- No

Entrance/exit accessible to persons in wheelchairs

- Yes
- No

**Reviewer Initials**



**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**ONSITE REVIEW**

\_\_\_\_\_ REVIEW CONTRACTED ACTIVITIES BY INTERVIEWING  
CONTRACTOR STAFF RESPONSIBLE FOR THESE ACTIVITIES.  
USE RESULTS OF DESK REVIEW TO GUIDE INTERVIEW

CONTRACTOR STAFF INTERVIEWED \_\_\_\_\_

STAPLE STAFF MEMBER BUSINESS CARD TO WORKPAPER \_\_\_\_\_

**PARTICIPANT INFORMATION**

OBTAIN MOST RECENT ENROLLMENT INFORMATION FROM TRACK ONE  
SECTION. (WP# \_\_\_\_\_)

**NOTES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPARE CURRENT ENROLLMENTS WITH SUBCONTRACTOR RECORDS,  
NOTE ANY DIFFERENCES AND THE REASON FOR DIFFERENCES

**NOTES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERSON INTERVIEWED \_\_\_\_\_

TITLE \_\_\_\_\_

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

WHO DETERMINES ELIGIBILITY OF PARTICIPANTS

- ( ) REGION 8
- ( ) THIS CONTRACTOR
- ( ) ANOTHER CONTRACTOR \_\_\_\_\_

YES NO IS ATTENDANCE FOR TRAINING MAINTAINED

YES NO IS THE TRAINING APPROPRIATE FOR THE PARTICIPANTS

YES NO IS THERE A WRITTEN PROCESS FOR GREIVANCES

YES NO HAVE THERE BEEN ANY COMPLAINTS OR GREIVANCES, IF YES FULLY DOCUMENT AND NOTE RESOLUTION

NOTES:

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WORK EXPERIENCE COMPONENT YES N/A

YES NO IF THERE IS A WORK EXPERIENCE COMPONENT IS THE CONTRACTOR AWARE OF CHILD LABOR LAWS.

YES NO HAVE WORK EXPERIENCE AGREEMENTS WITH WORKSITES BEEN EXECUTED

WHAT PROBLEMS HAVE BEEN EXPERIENCED WITH THE CONTRACT FROM THE CONTRACTOR'S PERSPECTIVE, FROM REGION 8 PERSPECTIVE

NOTES:

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HOW COULD THE CONTRACT BE IMPROVED

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

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**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**ONSITE REVIEW OF WORKONE ACTIVITIES**

SITE \_\_\_\_\_

TIME \_\_\_\_\_

OBSERVE TRAINING ACTIVITIES IN PROGRESS DURING HOURS OF OPERATION.

YES NO ARE THE CONTRACT ACTIVITIES STILL OPERATING? IF NOT DO NOT COMPLETE THE REST OF THIS SECTION

NUMBER OF PARTICIPANTS SCHEDULED FOR TRAINING ACTIVITIES\_\_\_\_\_

NUMBER OF PARTICIPANTS OBSERVED AT TRAINING SITE \_\_\_\_\_

YES NO DOES IT APPEAR THAT CONTRACTED TRAINING IS TAKING PLACE AS DESCRIBED IN CONTRACT WITH REGION 8

YES NO DOES IT APPEAR THAT PARTICIPANTS ARE PAYING ATTENTION TO THE TRAINING, INSTRUCTOR IS COMPETENT, ARE THERE OTHER QUALITY ISSUES

YES NO DOES IT APPEAR THAT THE TRAINING ENVIRONMENT IS SAFE FOR THE YOUTH

YES NO DOES IT APPEAR THAT THE TRAINING ENVIRONMENT IS ADEQUATELY SUPERVISED

YES NO DOES IT APPEAR THAT THE SITE DOES NOT PROMOTE OR SPONSOR RELIGIOUS ACTIVITIES

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**WORK BASED LEARNING COMPONENT    YES    N/A**

**REVIEW CONTRACTOR WBL MONITORING REPORTS**

- Yes
- No

**ARE CONTRACTOR MONITORING ACTIVITIES ADEQUATE?**

- Yes
- No

If contractor monitoring activities are not adequate, conduct on-site reviews as needed.

**YES    NO    IS TIME AND ATTENDANCE RECORDED BY TIME CARDS IN THE  
WORK EXPERIENCE ACTIVITY**

**YES    NO    DOES IT APPEAR THAT THE WORK EXPERIENCE OR OJT  
ACTIVITY IS SAFE?**

**YES    NO    NOTICE OF MINOR AGED EMPLOYEES POSTED**

**YES    NO    SUPERVISOR HAS EXECUTED WORK EXP. OR OJT AGREEMENT**

**NOTES** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTICIPANT INTERVIEW**

**YES    NO    ARE THE CONTRACT ACTIVITIES STILL OPERATING? IF NOT  
DO NOT COMPLETE THE REST OF THIS SECTION**

**BRIEFLY INTERVIEW THE SELECTED PARTICIPANTS ON THE FOLLOWING**

- \_\_\_\_\_ **CONTRACT ACTIVITIES**
- \_\_\_\_\_ **TRAINING RECEIVED**
- \_\_\_\_\_ **WORK EXPERIENCE ACTIVITY**
- \_\_\_\_\_ **KNOWLEDGE OF CHILD LABOR LAW**
- \_\_\_\_\_ **SUPERVISION AND OR INSTRUCTION**
- \_\_\_\_\_ **ATTENDANCE TAKEN?**

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

\_\_\_\_\_ WAGES IF APPLICABLE

PARTICIPANTS INTERVIEWED

\_\_\_\_\_ AGE \_\_\_\_\_

\_\_\_\_\_ AGE \_\_\_\_\_

\_\_\_\_\_ AGE \_\_\_\_\_

YES NO DOES THE SUPERVISOR TAKE ATTENDANCE FOR EACH CLASSROOM TRAINING SESSION

YES NO ASK THE PARTICIPANT TO DESCRIBE THE TRAINING ACTIVITY, DOES THE EXPLANATION CORRESPOND WITH THE CONTRACT ACTIVITY

YES NO IS THERE A SUPERVISOR/INSTRUCTOR PRESENT AT ALL TIMES

YES NO THERE ARE NO RELIGIOUS ACTIVITIES ON THE TRAINING SITE

NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reviewer Initials**

**CONTRACTOR REVIEW PROGRAM  
WIOA ACTIVITIES AND SERVICES  
Vincennes University R8, Adult, Dislocated Worker, Youth**

**Reviewer Initials**

## Fiscal Agent Monitoring Guide

### Purpose and Scope of the Review

The purpose of this review is to ascertain that the contractor is administering its contract according to the administrative and financial management requirements that apply to these grants. The context of the review is to aid in achieving program objectives by assuring that the financial and administrative requirements add to, rather than detract from, achieving grant objectives.

The review will cover the organization's internal controls, accounting system, cash management system financial reporting, record keeping, subcontractor monitoring (if applicable), procurement (including financial assistance provided sub contractor), property management, and audits. Information is to be obtained from the examination of documents, reports, and records; direct observation; and discussions with key personnel.

The review report will be used to develop information about the contractor that may be the basis for corrective action, providing needed documents or technical assistance, discontinuing further financial assistance, or identifying exemplary practices that other contractors may adopt. Also, the report will be used in developing a body of information about the financial and administrative practices of contractors collectively with a view to correcting systemic weaknesses.

### Review Preparation

This monitoring guide is based upon DOL and Uniform Guidance. Other programs to be monitored may require review of specific program guidelines found in the Federal Grants Management Handbooks in the Grants Management Office of Workforce Development Board. The reviewer should examine the following material before the comprehensive on-site review.<sup>1</sup>

- Contracts, including modifications thereto, and general and special provisions to determine the applicable administrative requirements.
- The contract agreement statement of work.
- The contractor's most recent audit report, if available.
- Most recent Cumulative Quarterly Financial Status Report for the contractor.
- Cash drawn by the contractor via Payment Management System and cash transferred to subs.

### An Overview of Information Collection

The reviewer should interview the appropriate key staff. This can be accomplished by reviewing the entity's organizational chart to determine which key staff should be interviewed and reviewing the entity's functions statements (written and unwritten) to the extent time permits.

### Methodology

Each monitor is required to perform reviews of *each contractor* responsible for administration of grant funds. The time and intensity of each review will vary depending upon the circumstances. However, certain subjects need to be completely covered in every case. If the monitor has recently conducted a review of other fiscal grant activity, it may be possible to use some of the information already collected to complete portions of the review guide. This may reduce some on-site review time. Certain areas of the guide need to be completed in all cases as follows.

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<sup>1</sup> These are guidelines specific to DOL/WIOA and the Uniform Guidance:



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- General Controls
- Disbursements
- Accounting System
- Budgeting
- Allowability of Costs
- Cost Limitations
- Personnel Cost Documentation
- Federal Cash Procedures (if applicable)
- Internal Cash Management
- Competitive/contractor Cash Management (if applicable)
- Procurement Procedures
- Recipient Audits
- Property Equipment and Supplies
- Record keeping

A report should be prepared based on the information in the completed guide and supporting documents. The reviewer will complete appropriate sections of this guide based on oral interviews, a review of financial documents, and appropriate testing of the Contractors Administrative and Financial Management system.

Testing the Administrative and Financial Management System

The reviewer should examine a representative sample of transactions to:

- Determine whether the transactions were recorded in the accounting system and properly classified, accumulated into activity and project totals, and included in financial reports.
- Identify charges that are potentially unallowable costs, if any, to the extent possible.
- Identify any unusual transactions such as large cash draw downs or inter-fund transfers of grant funds to ascertain that Federal funds were only used according to applicable requirements.
- Identify areas where internal controls are weak or do not exist, including adequate separation of duties, adequate procedures, adequate communication, adequate authorizations, adequate documentation and adequate authorizations for transactions.

The reviewer should analyze a selection of completed transactions by:

- Examining payment vouchers, related entries in the accounting records and canceled checks.
- Examining related obligating documents, i.e., purchase orders, contracts, etc.
- Reviewing the reports submitted to SCWDB for accuracy and tracing the gross financial information reported to the books of account maintained by the contractor.
- Reviewing the reporting requirements issued by the entity to contractor and reviewing reports submitted by any subrecipients for accuracy and tracing gross financial information reported to the books of account.
- Tracing the selected transactions step-by-step through the entire accounting process (from obligation to the entries in the books of account and the financial reports).

The reviewer should determine whether the contractor is complying with financial reporting requirements by:

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- Reviewing the reconciliation worksheets for accruals and other supporting source data or documentation used to prepare Cumulative Quarterly financial status reports.
- Determining whether appropriate accruals have been used to prepare Cumulative Quarterly Formula/Competitive Financial Status reports if the contractor accounts for expenditures using the cash basis of accounting.

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**Contractor Identification:**

Name  
Address  
Telephone Number  
Executive Director  
Fiscal Officer/Controller

Type of Contractor:

- Government
- Private non-profit
- Educational Institution (Post Secondary)
- Private for-profit

Program:

Contract Amounts:

Contract Period:

- Cost Allocation Plan
- Chart of Accounts
- Lease Agreements
- Insurance Documents
- Procurement policies and procedures
- Last audit report
- Organization chart
- Financial/reporting policies and procedures
- Last 3 months financial reports, Balance Sheet, Revenue and Expense by Fund (summary)

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Complete the following questions:

	Yes	No
Have financial reports been submitted in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>
Are there any unique financial provisions in contract (other than the specific regulatory requirements):	<input type="checkbox"/>	<input type="checkbox"/>
List financial and participant reporting requirements stated 'in contract: .	<input type="checkbox"/>	<input type="checkbox"/>
Contract's requirement for retention of records:_____. Is this requirement different than the record retention requiriements in the Uniform Guidance?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor is a multi-funded organization:	<input type="checkbox"/>	<input type="checkbox"/>

If multi-funded, list each source of funds:

- Various funding sources

	Percentage	Advance	Reimbursement
Contract funds are obtained by:			
Cost category limitations in contract: Administration		<input type="checkbox"/>	<input type="checkbox"/>
Program		<input type="checkbox"/>	<input type="checkbox"/>
Other (specify)..		<input type="checkbox"/>	<input type="checkbox"/>

List any Federal, State or Board policies (or other forms of guidance to which the contractor must adhere) which are specifically cited in the contract:

Regulations/guides/instructions that have been delivered to the contractor: (This list will be used to verify, on site, whether the contractor has retained this information and refers to it when needed.)

Previously monitored :

	Yes	No
Were there any findings:	<input type="checkbox"/>	<input type="checkbox"/>

If yes, what is the status of required collective action:

Notify the contractor that the following documents must be available during the on-site review:

Disbursement journal from

- Supporting documentation for disbursement journal entries (such as invoices, cancelled checks, etc.)
- General Ledger from
- Accounts Receivables from
- Payroll Register from
- Time Sheets from
- Reconciled Bank statements from
- Travel vouchers from

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- Petty cash requests from
- Procurement records from

Request copies of the organization's policies and procedures for the following areas provided in the established work space:

- accounting
- cash management
- internal controls
- financial reporting
- record keeping
- monitoring
- procurement
- property management
- audits

Note: These documents may be single issuances or parts of such comprehensive documents as administrative procedural manuals--these may be too voluminous to request copies, perhaps certain sections may be requested, as appropriate.

Conclusions: (Also note any specific problem areas that will require follow-up during the on-site portion of the review):

Before going on-site, the reviewer should contact the contractor to:

- Indicate when the review will be conducted
- Schedule an entrance meeting
- Request that work space be provided
- Request a copy of the contractors organizational chart(s)

#### **A. Internal Controls**

**Objective:** To ascertain whether the contractor has systems and procedures that provide reasonable assurance that grant funds and other resources are properly safeguarded and used according to applicable requirements.

The contractor shall provide a general description of the internal control system. Such a system should give management reasonable, but not absolute, assurance that: financial and other resources are safeguarded from unauthorized use or disposition; transactions are executed in accordance with authorizations; financial and statistical records and reports are reliable; there is adherence to applicable laws, regulations, and policies; and resources are efficiently and effectively managed. The system should ensure separation of duties and should include the following components:

- An accounting system that accurately accounts for the use and application of Federal and non-Federal funds.
- Accurate, complete, and accessible financial records of financial transactions recorded in the accounting system.
- Budgetary controls that reflect resources expected and received, and the status of approved plans for using the resources.
- A cash management system for controlling cash requests, receipts, deposits, and disbursements.
- Procurement procedures for obtaining property and services needed for the contractor's programs and activities.

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- A property management system for controlling the acquisition, use and disposition of property acquired with Federal and non-Federal; and payroll and personnel activity distribution systems.

	Yes	No
1. Does the contractor appear to have an adequate internal control system?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there written policies / procedures for the internal control system?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do the policies/procedures comply with applicable regulatory requirements?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is there adequate separation of duties within the contractor's program functions?	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

**B. Disbursements**

Objective: To ascertain whether the contractor has established procedures and controls to prevent fraud and otherwise assure that grant cash payments are made only for authorized purposes.

	Yes	No
1. What controls are in place for issuing checks?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there a division of responsibilities in the disbursement function?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the contractor use vouchers / contracts for placement services?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the contractor allow Individual Development Accounts for participants?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are purchase orders, related vouchers, and checks pre-numbered?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are checks drawn to cash prohibited?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are procedures in place to prevent duplication of payments?	<input type="checkbox"/>	<input type="checkbox"/>
8. Are credit cards issued to staff?	<input type="checkbox"/>	<input type="checkbox"/>
a. Are personal charges allowed?	<input type="checkbox"/>	<input type="checkbox"/>
b. Are controls established?	<input type="checkbox"/>	<input type="checkbox"/>
9. What controls are in place to ensure all disbursements are recorded in the accounting system?		
10. Are numbers of purchase orders, related vouchers, and checks recorded in the accounting system?	<input type="checkbox"/>	<input type="checkbox"/>
11. Are the costs reviewed charged to correct cost categories?	<input type="checkbox"/>	<input type="checkbox"/>
12. Are cash disbursements supported and justified by adequate documentation?	<input type="checkbox"/>	<input type="checkbox"/>
13. Does the contractor advance any funds to any sub-contractor?	<input type="checkbox"/>	<input type="checkbox"/>
14. Are the costs reviewed in the sample of transactions allowable costs?	<input type="checkbox"/>	<input type="checkbox"/>
15. Who is responsible for ensuring that costs are allowable?	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the cost determined to be allowable before payment is made?	<input type="checkbox"/>	<input type="checkbox"/>

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COMMENTS:

**C. Financial Reporting**

Objective: To determine whether grant financial reports accurately reflect the amount of all resources made available for grant activities, including Federal and non-Federal funds, program income, and in-kind matching, the use of the resources for grant costs and expenditures, unexpended amounts committed for future expenditures, and uncommitted amounts that are receivable from Department of Labor and other sources.

Contractors are required to submit cumulative quarterly reports on an accrual basis.

The reports must be submitted no later than 45 days after the end of each quarter until all grant funds have been expended or the period of availability has expired. The final report is due 90 days after all funds have been expended or the period of availability has expired.

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. Are monthly financial reports submitted timely?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are expenditures reported on an accrual basis?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is reported data extracted from the accounting system traceable to the general ledger? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are administrative costs being reported as required?                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are technology costs separately accounted for and being reported as required?          | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

**D. Accounting System**

Objective: If accounting records are not kept on an accrual basis, accruals must be developed for the quarterly reports from other information. The contractor must then prepare worksheets showing how grant accrued expenditures were determined. The worksheets and all supporting information must be retained in accordance with record keeping requirements:

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. Are monthly trial balances of the books of account current and available for review? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the general ledger supported with entry descriptions?                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are journal entries periodically reviewed by the financial manager?                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. What is the lastes month for which accounting records are available?                 |                          |                          |
| 5. Does the accrued expenditure sample balance with the books of account?               | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do financial reports submitted balance to the books of accounts?                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Are funds transferred from one bank account to another? (if yes, answer #8)          | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. What documentation is required to support the transfer?                              |                          |                          |
| 9. How often are subsidiary accounts reconciled with the general ledger?                |                          |                          |

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- |  |                          |                          |  |
|--|--------------------------|--------------------------|--|
| 10. Describe how program income is tracked | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 11. Describe how revenue is handled:       | <input type="checkbox"/> | <input type="checkbox"/> |  |

COMMENTS:

**E. Administrative & Indirect Costs**

**Objective:** The major functions for which costs are considered administrative costs include: overall management and coordination; preparing program plans, budgets, and schedules; monitoring contractors and subs; procurement activities and the award of financial assistance to subs; design and operation of management information and Administrative and Financial Management Systems; and reporting. Many of these cost items require allocation. Ensure that the entity is allocating these costs to the appropriate cost objectives based on benefits received.

- |  | Yes                      | No                       |  |
|--|--------------------------|--------------------------|--|
| 1. Enter the contractor's administrative costs limitation.<br>\$ _____   |                          |                          |  |
| 2. Enter the amount expended for administrative costs.<br>\$ _____   |                          |                          |  |
| 3. Has the administrative cost limitation been exceeded?   | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 4. Does the contractor have multiple grants or other funding sources?<br>(if yes, list them):                          | <input type="checkbox"/> | <input type="checkbox"/> |  |
| • Various other funding sources  |                          |                          |  |
| 5. Does the contractor charge costs to the program fund based on a current indirect cost rate or cost allocation plan? | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 6. Review a selected number of monthly allocations or rate applications to determine compliance with plan.             |                          |                          |  |
| 7. How are administrative costs handled?   |                          |                          |  |
| 8. Are indirect costs identifiable to ensure that unallowable cost items are not included?                             | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 9. How does the administrative entity charge expenditures to the program?  |                          |                          |  |
| <input type="checkbox"/> Direct  |                          |                          |  |
| <input type="checkbox"/> Indirect  |                          |                          |  |
| <input type="checkbox"/> Combination of both   |                          |                          |  |

10. Check items included in the indirect pools:

- |  |  |
|--|--|
| <input type="checkbox"/> Salaries & Benefits | <input type="checkbox"/> Rent/depreciation |
| <input type="checkbox"/> Utilites            | <input type="checkbox"/> Offices Equipment |
| <input type="checkbox"/> Auto Expense        | <input type="checkbox"/> Copy Machine      |
| <input type="checkbox"/> Postage             | <input type="checkbox"/> Insuarnce         |
| <input type="checkbox"/> Travel              | <input type="checkbox"/> Other             |

11. What is the basis for allocation of the following?

space ?



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utilities?  
copies?  
telephone?  
travel?  
other routine expenses?

COMMENTS:

**F. Personnel Cost Documentation**

Objective: This section seeks to assure that charges for grant personnel costs and participant wages are allocated and documented according to applicable requirements. The personnel services cost category is singled out for special attention because most grant costs are charged to this category by the contractor.

Time and attendance reports are records of how much time an employee spent at work. Activity reports are records of a staff member's activities during a work day or work week which show how the employee's time was distributed among activities, projects, and/or fund sources.

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1. Does the contractor have written policies/procedures for employee time and attendance records?        | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are payrolls initiated through the submittal of time and attendance reports showing the hours worked? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do procedures require the employee and the supervisor to sign the time sheet?                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does the contractor have written policies/procedures for preparing activity reports?                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do activity reports reflect actual rather than planned activity?                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are activity reports prepared reasonably close to the time the work is performed?                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Are activity reports signed by the employee and the supervisor?                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Are there any salaries or bonuses that exceed the Federal Executive Level II?                         | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

**G. Program Income**

Objective: Complete this section if program income has been earned with Federal funds received under this grant program.

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. Total amount of program income earned?   |                          |                          |
| 2. Briefly describe program income. How does the contractor account for earned and used income? |                          |                          |
| 3. Are fixed unit priced contracts utilized?  | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, has profit been recorded?   | <input type="checkbox"/> | <input type="checkbox"/> |
| How is profit tracked?  |                          |                          |

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- |   |                          |                          |
|---|--------------------------|--------------------------|
| 4. Is contractor in compliance with regulatory requirements for program income? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has program income been correctly reported on monthly financial report?      | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

**H. Cash Management**

Objective: Contractors are required to minimize the time elapsing between the transfer of Federal funds and their disbursement. Cash advances on hand in excess of the amount needed for immediate disbursement constitutes non-compliance with the requirement. Immediate disbursement need should be understood to mean the the Federal payment arrives just in time to cover the issuance of the contractor’s form of payment. Determining whether excess cash is on hand should be based on one standard method. Therefore, the reviewer should use the average daily balance as calculated in previous reviews.

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Amount of interest earned on Grant funds?   |                          |                          |                          |
| 2. Amount of interest remitted to the awarding agency?                                       |                          |                          |                          |
|  | Yes                      | No                       | N/A                      |
| 3. Is the contractor in compliance with the requirement to remit interest at least annually? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are bank statements reconciled with the books of account each month?                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do reconciliation procedures provide for:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Accounting for all check numbers used?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Identifying outstanding checks   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Investigating all checks outstanding 30 days or more?                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Voiding outstanding checks after a reasonable period of time?                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Tracing transfers to and from bank accounts/fund accounts?                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Comparing the account balance with the general ledger cash balance?                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the contractor in compliance with the daily cash-on-hand requirements?                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. How often is the petty cash fund reconciled?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Are petty cash reimbursements properly approved and controlled?<br>NA                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Do the petty cash funds equal the total posted in the G.L.? NA                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Have there been any transfers between funding streams?                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**I. Oversight/Monitoring**

Objective: To determine if contractor is complying with Federal, State, and BOARD audit requirements.

- |   |     |    |     |
|---|-----|----|-----|
| 1. Review contractor's prior year audit report to obtain the following information: |     |    |     |
|   | Yes | No | N/A |

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- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| . Has prior year audit been completed?                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Were there audit findings?                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Has resolution been completed?                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Was the audit report submitted to BOARD in a timely manner? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

2. Audit was conducted by?

COMMENTS:

**J. Procurement**

Objective: the term procurement means the acquisition of goods and services for the direct use and benefit of the contractor. Acquisitions must be conducted in accordance with DOL regulations at the Uniform Guidance, as applicable. Contractors may consider sub grants of financial assistance or other types of awards to be procurements, or to be subject to the same rules and procedures as procurements. In such cases, DOL procurement requirements apply to all actions which the contractor considers to be procurements. Contractors should apply the same principles to sub grant and contract awards wherever possible and appropriate.

- |  | Yes                      | No                       | N/A                      |
|--|--------------------------|--------------------------|--------------------------|
| 1. Does the contractor have a current procurement policy on file?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do the procurement procedures:  |                          |                          |                          |
| . Provide for a review of proposed procurement actions to avoid purchase of unnecessary or duplicate items?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require an analysis of the lease versus purchase alternative and other appropriate alternative and other appropriate analysis to determine the most economical approach? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Include a requirement to enter into State and local government agreements for procurement or use of common goods and services?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Address the use of Federal excess and surplus property in lieu of purchasing new equipment, whenever such is feasible?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Provide that awards will only be made to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement?       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require that records be kept sufficient to detail the history of the procurement?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require that records be kept sufficient to handle and resolve disputes?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require that the contractor request prior approval for purchases when required by OMB Uniform Guidance?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require all procurement transactions to be conducted in a manner providing full and open competition?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Ensure the use of noncompetitive sole source procurements are minimized?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require written justification for all sole source procurements?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require written prior approval for sole source procurements?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does the contractor have written selection policies/ procedures for procurement transactions?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do the contractor's selection policies and procedures:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Fiscal Agent  
Monitoring Guide

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| . Include a clear and accurate description of the technical requirements for the material, product, or service to be procured?                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Identify all requirements the bidders must fulfill and all other factors to be used in evaluating bids/proposals?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require that pre-qualified lists of persons, firms, or products are current and include enough qualified sources to ensure maximum open and free competition? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Ensure that the contractor will not preclude potential bidders from qualifying during the solicitation period?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Ensure that grant funds are not awarded to suspended or disbarred organizations?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require that a cost or price analysis be performed for each procurement?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require that profit be negotiated as a separate element in all contracts that allow for a profit?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Prohibit the use of the "cost plus a percentage of cost" method of contracting?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do the policies/procedures require that the contractor's contracts address the following requirements:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Administrative, contractual, or legal remedies for violations of breach of contract?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Termination for cause, convenience, and lack of funding?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Access to records?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Record retention?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Equal Employment Opportunities?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Drug free workplace?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Lobbying activities?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Disbarment?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Reporting requirements?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does the contractor have a written code of conduct governing the performance of employees engaged in the award and administration of contracts?              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Were any issues of noncompliance with code of conduct requirements found during this review?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Does the contractor standards appear to protect against conflict of interest, real or apparent, in its procurement process?                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Is the contractor following their procurement policy?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Obtain and review contractor's procurement plan.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Has contractor provided assurances to BOARD that their procurement system conforms to Uniform Administrative requirements?                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Obtain and review SOP's for contract and grant management and compare to procurement.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Determine if:   |                          |                          |                          |
| a. Procedures specify staff responsibility?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Steps for bidder grievance resolution are documented?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Procurement documents nondiscrimination requirements?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Fiscal Agent  
Monitoring Guide

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| d. Procedures contain code of conduct?                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Procedures contain contractor review for debarred/suspended?     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Conflict of interest is outlined?                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. General policy of competition is included?                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Requirement for sole-source or non-competitive procurement?      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Selection criteria included?                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Standard clauses are present?                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| k. Definition of pattern of failure for OJT's is included?          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| l. Contract/grant contain process for disputes and claims?          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| m. Lease vs. buy?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| n. Cost/Price analysis?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| o. Profit negotiation?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| p. Are there controls for tracking ITA's? (i.e. limits, obligation) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

**K. Property Management**

**Objective:** Capital expenditures are expenditures for real property, i.e. land, buildings, and permanent improvements to land and buildings; and other assets, mainly equipment, with an acquisition cost of the lower of \$5,000 or a lower amount established by the entity's financial policy, and a useful life of one year or more. Note: Use of funds to acquire real property is not provided for in the definition of administrative costs nor does spending funds for real property meet the intention of this grant.

- | <u>Real Property</u>   | Yes                      | No                       | N/A                      |
|--|--------------------------|--------------------------|--------------------------|
| 1. Have program funds been used to acquire or make permanent improvements to real property?                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Equipment and Supplies</u>  |                          |                          |                          |
| 2. Has computer hardware/software been purchased with Grant funds?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the computer equipment used solely for the Grant?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (If NO, only the allocable percentage of the costs is to be paid with Grant funds.)                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do property management policies/procedures require:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Grant shall have priority for use of the equipment?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Use fees are considered where appropriate?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Physical inventories to be conducted and the results reconciled with property records at least annually? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Adequate maintenance to keep the property serviceable?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Does the property management system:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Fiscal Agent  
Monitoring Guide

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| . Track property items from acquisition until disposition?                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Require the use of identification tags?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do property records contain:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . A description of the property?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Model numbers/serial numbers?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Fund source?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Acquisition date?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Cost of property?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . Location of property?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . condition of property?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| . disposition data, including the date of sale, loss, theft, etc.?                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is there a control system to prevent loss, damage, or theft of the property?              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. In the opinion of the monitor, does it appear the property management system is adequate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

**L. Record Keeping**

Objective: Select a sample of financial transactions for the period reviewed. Make sure all significant categories are included, e.g., payrolls, vendor payments, and payments to sub recipients.

- |  | Yes                      | No                       | N/A                      |
|--|--------------------------|--------------------------|--------------------------|
| 1. Do financial records appear current, accurate, organized, and complete?                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the contractor maintain adequate documentation to support and justify                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the contractor in compliance with the three-year record retention requirement?                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. In the opinion of the monitor, is the contractor in compliance with financial records requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

Fiscal Agent  
 Fiscal Monitoring Document  
**WORKSHEET NUMBER 1**  
**Disbursement to Contractor**

**Instructions:**

Column 1 – This information should be obtained from the contractor. Enter the payments made by the RWB to the Contractor.

Column 2 – This information is obtained and verified with Contractor documentation. Enter the date the payment was received / entered into the book of accounts. Indicate if there are delays or discrepancies in the Column marked Correct?

From Desk Review: Invoice Payments			Recorded by Contractor	
Check No.	Date	Amount	Date	Correct?
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				







Fiscal Agent  
Fiscal Monitoring Document

**WORKSHEET NUMBER 4**  
**Verification of Cost Allocation**

**Instructions:**

**Columns 1 and 2** – Select a number of disbursements (up to 12) that were allocated among more than one project or funding source and list them by check number and payee.

**Column 3** – Enter the percentage to be allocated to the grant (if more than one, list all) According to the cost allocation plan, or contract. If there is no cost allocation plan, indicate the basis.

**Column 4** – Verify that the amount charged to the grant (both dollar amount and percentage) is consistent with the plan.

Check Number (1)	Payee/Purpose (2)	Allocation	
		Planned (3)	Actual (4)
1			
2			
3			
4			
5			
6			
7			
8			
9			

Fiscal Agent  
Fiscal Monitoring Document

**WORKSHEET NUMBER 5**  
**Cost Classification**

Cost >	Direct Costs					
					Document Accurate	Verified
<b>Salaries (Name Position)</b>						
1						
2						
3						
4						
5						
6						
<b>Space Use</b>						
1						
2						
<b>Utilities</b>						
1						
2						
3						
<b>Other</b>						
1						
2						
3						
4						
5						
6						
7						
8						

Fiscal Agent  
Fiscal Monitoring Document

**WORKSHEET NUMBER 6**  
**Insurance**

**Instructions:**

Complete this worksheet if the contract, regulations, or law requires insurances.

	Carrier	Amount of Coverage	Cost	Date		Pd. Ck# & Date
				Start	End	
Fidelity Bond*						
General Liability						
Auto Liability						
Worker Comp						
Property / Casualty						
Unemployment Ins.						

\*Type of Staff Covered:





Exhibit 6 – Sample Monitoring Reports



**South Central Region 8 Workforce Board, Inc.**

*Serving eight counties:  
Brown, Daviess, Greene, Lawrence,  
Martin, Monroe, Orange and Owen*

**2597 W. Vernal Pike  
Bloomington, IN 47403  
phone: 812-332-4496**

**Email: [info@southcentral8.org](mailto:info@southcentral8.org)  
Web: [www.southcentral8.org](http://www.southcentral8.org)**

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June 18, 2015

Mr. Robert E. King, Director  
Vincennes University South Central  
Workforce Development Services  
450 South Landmark Avenue  
Bloomington, IN 47402

Dear Mr. King:

We have completed monitoring procedures of Federal Department of Labor Workforce Investment Act funds awarded to Vincennes University for Program Year 2014 (July 1, 2014 to June 30, 2015) by the South Central Region 8 Workforce Board, Inc. The monitoring procedures we used were developed for the purpose of determining compliance with WIA Law, regulations, Department of Workforce Development policy and the contracts between the Board and Vincennes University. The procedures are designed to detect weaknesses in contractor and WorkOne integrated systems so that contractor management could act to mitigate the possibility of questioned costs.

Areas we reviewed included: TrackOne data, WorkOne Activities and Services and Equal Opportunity. We reviewed TrackOne information for the period July 1, 2014 to May 29, 2015. The program review and fieldwork was conducted in June of 2015 concluding June 18, 2015. We did not review financial operations since the Fiscal Agent; Crowe Horwath, LLP is responsible for that review and has completed that review for PY'14. The review of financial operations disclosed no compliance findings.

There were errors in TrackOne and instances of not following established procedure resulting in programmatic compliance findings. We have summarized the findings in this report and provided an attachment detailing participant data findings. The data attachment has been provided to Vincennes University Region 8 management for correction.

We require a written response to each finding before July 31 2015.

Sincerely,

*John F. Corcoran*

Regional Operator

cc: Darrell White, Chair  
Dave Tucker, Vice President Vincennes University



**WORKFORCE INVESTMENT ACT  
PROGRAM YEAR 2015 MONITORING REPORT**

**South Central Region 8 Workforce Board, Inc.**

**Vincennes University  
PY'14 Contracted Programs**

**Background:**

The purpose of the Workforce Investment Act "is to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation." The South Central Region 8 Workforce Board, Inc is organized to provide oversight and policy for Economic Growth Region 8 consisting of Owen, Monroe, Brown, Lawrence, Daviess, Martin, Greene and Orange Counties.

The Board has contracted with CLJ Associates, LLC for the functions of support to the Board, policy, procurement and oversight. As Regional Operator, CLJ Associates, LLC manages Region 8 WorkOne activity.

Vincennes University program management is located on the campus of Vincennes University and the WorkOne Bloomington. Vincennes University service staff are located in each of the full service WorkOne offices in Bloomington, Bedford and Linton. WorkOne Express offices staffed in part by Vincennes University are located in Nashville, Washington, Loogootee, Paoli and Spencer.

We have summarized below the findings and observations noted on 59 participant files. Of the 59 participant files, most had multiple data or compliance findings that require a response from the contractor. We also reviewed compliance with equal opportunity requirements, no Equal Opportunity findings or observations were noted in the review.

Our report covers the period from July 1, 2014 to June 18, 2015. Our review procedures were designed to detect weaknesses in program systems and to mitigate the risk of questioned costs in an audit before the audit occurs.

This report is intended solely for the use of the South Central Region 8 Workforce Board, Inc. and Vincennes University and is not intended to be and should not be used for any other purpose other than the management of the referenced WIA program.

**Vincennes University  
Program Year 2014  
Workforce Investment Act and Related Programs**

**Summary of Findings**

TrackOne is the Indiana statewide case management system that records demographic data and activities of participants. This data is used to develop reports for the Department of Workforce Development and the United States Department of Labor. It is important that this data accurately supports expenditures for audit purposes. Errors or failure to enter certain data can result in failure to pass data validation reviews conducted by the State and could result in questioned or disallowed costs in an audit or monitoring review by the State.

The number of potential errors that can occur in the TrackOne system is very high since all WorkOne staff enter data and thousands of services are provided and recorded. We consider most of the errors to be minor omissions or lack of familiarity with TrackOne requirements that can be resolved.

Vincennes University is continuously conducting staff training to improve the skills and accuracy of WorkOne staff.

We noted 150 participant file compliance findings and 44 observations in 59 participant files reviewed. The findings are summarized below.

**Data Validation and Case Notes**

The Indiana Department of Workforce Development has a reporting policy that a case note is entered for each service recorded in TrackOne. The date of the case note is to match the date of the service. Several of the files reviewed had service dates and case note dates that did not match or other case note omissions. Case note errors and omissions accounted for most of the data findings. These case notes also are used to justify and support the services provided to participants. Without these case notes, costs can be questioned and data validation review results for Region 8 will suffer. WorkOne staff need additional training on when and how to write case notes. Stronger case notes will result in better understanding of customer needs and more effective service to customers.

We noted 78 instances where case notes were missing or inadequate. Many of the files selected for review did not have the current case note for the services provided. Or, the case notes were missing or dates of services did not agree.

## **Assessment – Academic and Career Plan (ACP)**

All WIA programs require assessment of skills and a plan for accessing WorkOne services. State and local policies regulate the nature of the assessments and the ACP. We noted 10 instances of incomplete assessments or ACPs in 59 participant files reviewed. The contractor needs to review assessments and ACPs where indicated in the detailed attachment and make corrections where indicated.

## **Missing Source Documentation**

WIA services often require income documentation, income calculations and other policy-required documentation in the file. This source documentation is used to justify receipt of supportive services, income eligibility for the Youth Program or to document services rendered. Missing documentation can lead to data validation errors, compliance and audit findings. We noted 22 instances of missing or incomplete documentation. Frequently this information was not scanned into TrackOne as required. The contractor needs to locate and add documentation noted as missing in the detailed attachments to this report.

## **Dislocated Worker Eligibility**

We noted 31 instances where dislocated worker eligibility was not clearly documented or established. The contractor should examine each instance of eligibility and document as needed.

## **Youth Eligibility – Income Calculations**

Our review of Youth customer files indicates 9 instances where the income calculations used to determine eligibility for the youth program were incorrect, incomplete or not properly documented. The contractor should examine each instance where the income calculations are noted in the attachments and make corrections as required.

## **Contractor Internal Monitoring**

We have received and reviewed the internal monitoring report performed by the contractor for PY'14. Findings and errors presented in the report must be resolved and documentation of the resolution must be submitted to Regional Operator by July 31, 2015.

During our review we noted one instance where established service provider monitoring of OJT activity was not conducted.

## **General Observations**

Observations are items we reviewed and noted exceptions that should be corrected but do not require a formal response from the contractor. We noted 44 observations in the participant file review. These observations indicate missing information or failure to follow established procedure. Uncorrected, these observations could result in compliance findings.

1. Staff would benefit from more training on dislocated worker eligibility documentation.
2. The Applicant Statement needs a line for a parent/guardian signature. When determining eligibility for a minor, the parent/guardian must sign the form.
3. An Applicant Statement and a Customer Statement are listed as an attachment for a number of the policies. They appear to be the same document. Are they used differently? If not, the use of one document would be more efficient.
4. Collect and Release forms for minors should be signed by the parent /guardian. Please revise the form to include a parent/guardian signature line.
5. A number of files have a Vincennes University Workforce Development Services Collect /Release of Information Authorization form. The form lists the customer's full SSN. The full SSN should not be listed on forms.
6. Procedural Updates were reviewed as part of the monitoring process. We noted errors in the Updates. For example, Procedure 08-02-A Data Collection Rev. 12-03-2014 does not include the information in 08-02-B Data Collection Family PU 6-20-14.
7. We requested Service Provider policy and procedure for State JAG. The VU Performance, Data & Training Manager replied that no policy had been developed for State JAG. The expenditure of State JAG funds should be supported by a Service Provider policy. Policies need to be written, implemented and provided to Regional Operator for review.
8. In 4 cases customers were being kept active in the system through self-service activity rather than the active engagement by staff.
9. A low number of youth (47) are enrolled in the Leadership/Citizenship service.

## **Resolution of Program Year 2013 Findings**

The contractor has resolved all data and compliance findings noted in the 2013 Program Year monitoring report.

## **Confidential Attachment**

We have included an attachment that contains confidential participant identifying information and detailed compliance findings, recommendations and observations. This attachment has been provided to Vincennes University management so that they can make corrections as necessary.



**Crowe Horwath LLP**  
Independent Member Crowe Horwath International  
3815 River Crossing Parkway, Suite 300  
Post Office Box 40977  
Indianapolis, Indiana 46240-0977  
Tel 317.569.8989  
Fax 317.706.2660  
[www.crowehorwath.com](http://www.crowehorwath.com)

June 8, 2015

Rob King  
Vincennes University Region 8  
P.O. Box 629  
Jasper, IN 47547-0629

This letter is to inform you of the results of the fiscal monitoring for Program Year 2014 on behalf of the South Central Region 8 Workforce Board, Inc.

In reviewing the prior program year 2013, there were no findings or observations.

The results of Program Year 2014 monitoring period December 1, 2014 through February 28, 2015 are as follows:

**There were no findings or observations for this monitoring period.**

Thank you for your cooperation and timely response during this monitoring process.

Sincerely,

*Carla Crowe*

Carla Crowe  
Crowe Horwath LLP, Fiscal Agent

cc: Chris DuKate, CPA Crowe Horwath LLP, Fiscal Agent  
John Corcoran, CLJ Associates, LLC, Regional Operator