

**CONTRACT FOR THE PROVISION OF
PLACEMENT & EDUCATIONAL RECRUITING
AND CANDIDATE DEVELOPMENT SERVICES**

Contract No. S0103-WCF-14-WOI

This Contract ("Contract") is entered into effective as of by and between Indianapolis Private Industry Council, Inc. d/b/a **EmployIndy** (hereinafter "EmployIndy") and **Arbor E & T, LLC d/b/a ResCare Workforce Services** (hereinafter the "Contractor") and is executed pursuant 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) **Purpose of the Contract:** This Contract shall be used exclusively in accordance with the provisions contained in this Contract, and in the applicable federal and state statutes, rules and regulations. The purpose of this Contract is to implement the employment and training programs and/or services described in the Work Statement, attached hereto, and incorporated fully herein (the "Project" or the "Project Work Statement"). The funding source(s) to support this Contract are funds made available pursuant to the Federal Workforce Investment Act, 29 USC 2801 et seq., and any amendments thereto

2) **Term:** The term of this Contract shall begin on **July 1, 2014** (the "Starting Date") and end on **June 30, 2016** (the "Expiration Date"). The period of performance shall commence on **July 1, 2014** and continue through **June 30, 2015**. The contract may be extended for a period not to exceed ONE YEAR upon a determination by EmployIndy in its discretion that performance has been acceptable, that funding is available and that the extension is in EmployIndy's best interests. In no event shall payments be made for work done or services performed prior to the Start Date or after the Expiration Date. The Contractor may request in writing that the Expiration Date only of this Contract be extended. Such request may be approved in writing by EmployIndy in its discretion. If the Expiration Date is extended, all other provisions of this Contract shall remain in full force and effect unless specifically modified.

3) **Attachments:** The items below are attached to and incorporated into this Contract.

- (A) Project Work Statement
- (B) Planned Outcomes & Performance
- (C) Budget & Billing Procedures
- (D) Applicable Statutes & Assurances
- (E) Drug Free Workplace Assurance
- (F) Assurance Regarding Debarment Suspension, Ineligibility & Voluntary Exclusion
- (G) Assurance Regarding Lobbying for Grants & Cooperative Agreements
- (H) Signature Validation Sheet
- (I) Workforce Investment Act Grievance Procedures

4) **Budget:** The Project Budget & Planned Outcomes schedule is attached hereto and incorporated fully herein (the "Budget"). Maximum payment, on a cost reimbursement basis, is limited to the lesser of (a) or (b):

- (a) \$1,437,318.00 as specified in the Cost Reimbursable portion of the Budget plus the pay for performance portion budget that is earned or,
- (b) The actual cost of performing the Project described in this Contract and the Project Statement including the cost for performance budget that is earned.

5) **Performance:** EmployIndy uses a performance-based contract management system and may award additional funds to contracts which exceed performance and expenditure projections relative to contracted goals or de-obligate funds from contracts that EmployIndy determines unlikely to achieve contracted service performance or expenditure goals. See Attachment B for specific details concerning performance.

6) **Design and Implementation of Project/Assurances:** The Contractor shall be responsible for the implementation of the Project, as described in the Project Statement and in accordance with the terms and conditions of this Contract. In this regard, Contractor makes the following assurances:

- (a) The Contractor shall modify the Project Statement as directed by EmployIndy in the event statutes or regulations require such modification; and
- (b) The Contractor shall comply with all applicable policy and directives issued by the Department of Labor, State of Indiana ("State") and EmployIndy; and
- (c) 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 EmployIndy and received from separate funding sources; and
- (d) The Contractor shall participate in all mandatory technical assistance sessions sponsored and/or provided by EmployIndy.

7) **Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor 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.

8) **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. If an audit is started prior to the expiration of the 3 year period, the records shall be retained until the audit findings involving the records have been resolved and final action taken. All program participant files are the property of EmployIndy Should the Contract entered into by and between EmployIndy and the Contractor be cancelled or not renewed, the Contractor shall forward all files containing original documentation to EmployIndy within ten (10) business days of written notice of contract cancellation and/or the end of the contract.

9) **Monitoring and Compliance:** EmployIndy shall have the right to monitor the Contractor's compliance with the terms and conditions of the Contract including all applicable statutes, regulations, directives and mandates. The Contractor shall provide EmployIndy with 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, and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract. The Contractor will be responsible for on-site monitoring of any employee, subcontractor or other service provider engaged by Contractor as provided herein with respect to Contractor's obligations and of any sub-recipient of any funding provided to Contractor pursuant to this Contract. The Contractor shall provide EmployIndy, Indiana Department of Workforce Development, and U. S. Department of labor access to all documents, forms, reports or any other records pertaining to the implementation of this Contract during the term of the contract and/or after the expiration date as may be reasonably necessary to monitor compliance with the Contract.

10) **Audits:** The Contractor shall produce all accounting books, bills, vouchers, documentation and records relating to this Contract to the auditor(s) selected by the Contractor to audit this Contract. Any such auditor shall be independent, experienced and capable of performing such audits and otherwise acceptable to EmployIndy. The Contractor shall submit the auditor's report to EmployIndy within the earlier of 30 days after receipt of the auditor's report, or nine (9) months after the end of the audit period. The Contractor will be responsible for selecting the auditor(s) to audit any sub recipient. EmployIndy will retain responsibility for audit resolution. EmployIndy has the right in its discretion to conduct its own audits (with an auditor selected by EmployIndy) with respect to Contractor or any other recipient of the funding provided to Contractor pursuant to this Contract, and Contractor shall cooperate with EmployIndy in connection with such audit as reasonably requested by EmployIndy or such auditor.

11) **Authority to Bind Contractor:** This Contract must be signed by the chief executive officer, president, superintendent, owner, or partner of the Contractor's organization or his/her designee. If a designee signs this Contract, the Contractor must file a letter with EmployIndy from the CEO, president, superintendent, owner or partner, or a corporate resolution, or a copy of corporate bylaws authorizing that individual (by name and by title) to sign contracts. Notwithstanding anything in this Contract to the contrary, 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

approval from the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed.

12) Payment of Contract Funds by EmployIndy: The payment of Contract funds by EmployIndy to the Contractor shall be made in accordance with and subject to the following schedule and conditions:

- (a) This Contract must be fully executed.
- (b) No funds that are transferred under this Contract 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 without (i) a written financial contract between the Contractor and that person and (ii) compliance with the provisions of this Contract regarding EmployIndy's right to approve subcontractors. This sub-contractor shall reserve the right of the Contractor not to honor request for payments received more than 60 days after the Expiration Date.
- (c) All payments by EmployIndy to the Contractor for services rendered pursuant to this Contract shall be made on an accrual (reimbursement) basis and shall be accompanied with financial reports that are required by EmployIndy. No cost shall be accrued prior to the starting date of this Contract.
- (d) All payments by EmployIndy are subject to the encumbrance of monies, to the prohibition against advance payments under IC 4-13-2-20, and to all of the State's fiscal policies and procedures.
- (e) EmployIndy reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. EmployIndy also reserves the right to withhold final payment until agency-required reports are received and accepted.
- (f) Failure to complete the Project and expend the funds in accordance with this Contract may be considered a material breach of this Contract and shall entitle EmployIndy to impose sanctions against the Contractor including, but not limited to, suspension of all contract programs until such time as all material breaches are cured to EmployIndy's satisfaction. Sanctions may also include repayment of all funds expended for activities not identified in the scope of the Project Statement or the Budget. The remedies described in this subparagraph are in addition to any other remedies EmployIndy may have at law or equity.
- (g) EmployIndy's obligations are subject to (i) receipt of funding from the sources identified in Section 1 of this Contract, and (ii) satisfactory performance of Contractor's obligations under this Contract on a timely basis.

- (h) Contractor's rights to payment for any services or obligations that are subject to a subcontract are conditioned upon compliance with the procedures for approval of subcontractors set forth in this Contract.

13) Compliance With Laws: The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or 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 regulations thereunder after execution of this Contract shall be reviewed by EmployIndy and the Contractor to determine whether the provisions of the Contract require formal modification.

14) Employment Eligibility Verification: The subcontractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The subcontractor affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The subcontractor agrees to provide documentation to the EmployIndy that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Subcontractor is not required to participate if the Subcontractor is self-employed and does not employ any employees. EmployIndy may terminate for default if the Subcontractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the EmployIndy.

15) Conflict of Interest: No member, official, or employee of the Contractor shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly interested. No officer, employee or agent nor any member of their family, shall financially benefit from the activities of any program participant or applicant. EmployIndy may cancel this Contract without recourse by the Contractor if it is determined any conflict of interest exists.

16) Confidentiality: 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 will abide by 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.

17) Funding Cancellation: When EmployIndy makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, this Contract shall be canceled. A determination by EmployIndy that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

- (a) No funds made available under this Contract shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation

of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.

- (b) 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.
- (c) 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.
- (d) It is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.

19) **Governing Laws:** This Contract shall be construed in accordance with and governed by the laws of the state of Indiana without regard to its conflict of law principles and suit, if any, must be brought in the state of Indiana. The Contractor agrees that the sole venue for any action arising out of this Contract is the U.S. District Court having jurisdiction over Indianapolis, Indiana or any state court sitting in Marion County, Indiana or any contiguous counties, consents to the jurisdiction of such courts and waives any objection to such jurisdiction and venue.

20) **Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless EmployIndy and its agents, officers, and employees from all losses, damages, claims, settlements and suits, including court costs, attorneys' fees, and other expenses caused by or arising out of any act or omission of the Contractor or its employees, agents or subcontractors, if any. EmployIndy shall have the right to participate at its own expense in any defense or settlement of any such claim at its discretion and with counsel of its choosing. EmployIndy shall not provide such indemnification to the Contractor. If Contractor is a department, division or agency of the state, the above indemnification provision is inapplicable.

21) **Independent Contractor:** Both parties hereto, in the performance of this Contract, 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.

22) Insurance and Bonding:

- (a) Contractor shall secure and keep in force during the term of this Contract, 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 the Contractor's performance under this Contract, Contractor shall, at its sole cost and expense, provide:
 - (i) 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 \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate;
 - ii) professional liability coverage with minimum limits of \$1,000,000 per claim and \$5,000,000 in aggregate;
 - (iii) fidelity crime insurance coverage covering employee dishonesty of \$1,000,000 per occurrence or loss and in the aggregate;
 - (iv) worker's compensation coverage consistent with the laws of the State of Indiana.

- (b) All insurance required hereunder shall be with a responsible carrier acceptable to EmployIndy, shall name EmployIndy as an additional insured, and shall also contain a provision for at least ten (10) days' notice to EmployIndy of cancellation. Contractor shall provide EmployIndy with a Certificate in such form as is acceptable to EmployIndy evidencing such insurance prior to the release of any Contract funds. Failure to maintain such insurance shall result in the termination of this Contract.

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

23) Licensing Standards: Contractor, its employees and any subcontractors shall comply with all applicable licensing, certification or accrediting standards and any other laws and regulations governing the services to be provided pursuant to this Contract. If licensure, certification or accreditation expires or is revoked, Contractor shall immediately notify EmployIndy.

24) Minority Business Enterprise: EmployIndy has established a goal of 5% participation by minority business in contracts. The Contractor is encouraged to make a good faith effort to sub-contract with minority business as defined in IC 4-13-16.5-1.

25) Modification: EmployIndy and the Contractor shall modify or extend this Contract consistent with applicable law and Department of Workforce Development ("DWD") policy. Such modification or extension shall be made by mutual written agreement of the parties and subsequent approval by all appropriate state officials or their designees. EmployIndy and the Contractor further agree that either party shall be able to suggest system and administrative changes, notwithstanding any other provision of this Contract, in the following manner:

- (a) By written agreement, signed by EmployIndy and the Contractor, for any such change to this Contract that does not affect the period of performance, price, scope of work, budget or other provisions of this Contract.
- (b) The Contractor covenants that, while it is authorized to make budget adjustments within cost categories so long as the adjusted cost category amount continues to meet any maximum/minimum limitations, it will submit a letter modification to this Contract if the adjustment to a cost category is (+) or (-) 10% of the amount budgeted.

EmployIndy and the Contractor shall conduct negotiations for the purpose of contract modification for the following two situations:

- (a) Following December of 2014 EmployIndy and the Contractor will review pay-for-performance targets to determine appropriateness of the targets. Such discussions may include the potential adjustments to payment points.
- (b) During the life of the contract EmployIndy or the Contractor may request to re-negotiate contract clauses and attachments related to pay-for-performance when there are significant economic changes in Marion County that affect this Contract.

26) **Notices:** Whenever any notice, statement or other communication shall be sent to EmployIndy or Contractor, it shall be in writing and sent to the following addresses, unless otherwise specifically advised.

A. Notices to EmployIndy shall be sent to:

President & CEO
EmployIndy
PNC Center South
115 W. Washington Street, Ste. 450 S
Indianapolis, IN 46204
Facsimile: (317) 639-0103

B. All notices, requests, approvals, consents and other communications required or permitted under this Agreement should be in writing and shall be deemed to have been duly given:

Michael Hough, Operating Officer
Arbor Education & Training, LLC d/b/a Rescare
9901 Linn Station Road
Louisville, KY 40223

Such notices shall be deemed to have been duly given: (i) if delivered personally, then on the date received, (ii) if a Party has provided a facsimile number for delivery of notice

and notice is so delivered, then on the date received or if received after the recipient's close of business on such day, then on the next Business Day, (iii) if delivered by overnight courier, then on the next Business Day after deposit with the courier service absent persuasive evidence of the failure of delivery thereof on such date and then on the day of delivery indicated by such evidence, and (iv) if mailed, then four (4) Business Days after mailing if sent by U.S. registered or certified mail.

27) **Order of Precedence:** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) Exhibits prepared by EmployIndy, and (3) Exhibits prepared by the Contractor.

28) **Penalties, Interest and Attorney Fees:** EmployIndy 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 required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5 *et seq.*, and IC 34-13-1-6 *et seq.* Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from EMPLOYINDY's failure to make prompt payment shall be based solely on the amount of funding originating from EmployIndy and shall not be based on funding from federal or other sources.

29) **Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of EmployIndy upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars.

30) **Repayment:** The Contractor is 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 EmployIndy, 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, EmployIndy, or the obligee.

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

32) **Termination for Cause:** EmployIndy may terminate this Contract or withhold payments for a material violation of a term or condition of this Contract, immediately 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 as reasonably determined by EmployIndy.
- b) Reasonable determination by EmployIndy that the successful performance of this Contract is improbable or infeasible.

- c) Termination or suspension of availability of federal funds for the performance of this Contract as reasonably determined by EmployIndy.
- 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 as reasonably determined by EmployIndy.
- f) Failure to take proper corrective action in a timely manner as determined by EmployIndy.

33) **Termination for Convenience:** Either party may terminate this Contract for any reason or no reason, at any time upon delivery of written notice by certified mail to the other party at least sixty (60) calendar days prior to the effective date of termination. In such event, Contractor will cooperate with EmployIndy as EmployIndy may reasonably request to assure an orderly wind-down or transition of the services provided pursuant to this Contract, including a continuation of such services on the terms of this Contract beyond such sixty-day notice period if reasonably required for such orderly transition.

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

35) **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury that he/she is the 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 firm, company, corporation or partnership represented by him/her, 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 hereof.

36) **Intellectual Property Rights.** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant; and ii) any rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this Contract shall

be considered "work for hire" and the Contractor transfers any ownership claim to EmployIndy and all such materials will be the property of EmployIndy.

37) **Public Information:** The Contractor shall identify EmployIndy as a funding source of this training program in any information made public concerning this program and shall use the following language: "Funded by the Indianapolis Private Industry Council, the Workforce Investment Board for Marion County." The format in which information is made public may include, but not be limited to, media releases, pamphlets, flyers, brochures, op-ed, letters to the editor, other opinion pieces, and videos. Early in the development process of any of these, the Contractor shall submit a draft for approval by EmployIndy.

38) **Subcontractors:** If the Contractor desires to utilize any third party ("subcontractor") to perform any of Contractor's obligations under this Contract, then (i) Contractor shall give EmployIndy notice of such desire, which notice shall identify the proposed subcontractor, describe the tasks to be performed by such subcontractor and provide a description of the proposed subcontractor's qualifications to perform such tasks, (ii) EmployIndy shall have the right to approve such subcontractor and shall give Contractor prompt notice of EmployIndy's approval or rejection of such proposed subcontractor, (iii) if such subcontractor is approved, the subcontract shall include express provisions requiring the subcontractor to agree to the undertakings and assurances contemplated or required by this Contract (including those in the Attachments to this Contract) or otherwise reasonably requested by EmployIndy, (iv) if EmployIndy does not approve of such subcontractor, EmployIndy will give notice to Contractor of the reasons (if any) for such rejection and will cooperate with Contractor to resolve any objections or to find an alternate provider for such services, (v) EmployIndy will be a third party beneficiary of any agreement between Contractor and such subcontractor, (vi) EMPLOYINDY shall have the right to require Contractor to replace any subcontractor that EMPLOYINDY has reasonably determined is not performing the tasks to be performed by such subcontractor or has determined in EMPLOYINDY's discretion that removal is in the best interests of EMPLOYINDY, and (vii) in any event, Contractor remains fully responsible for performance of all of its obligations under this Contract, including any performance by any subcontractor.

39) **Dispute Resolution:** The parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the parties employ reasonable and informal means to resolve any dispute under this Contract prior to invoking a remedy provided elsewhere in this Contract. The parties will use their reasonable best efforts to resolve disputes arising under this Contract at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute between the parties cannot be resolved in the normal course of business, a senior executive of the party initiating this dispute resolution process will notify a senior executive of the other party in writing of the dispute, specifying the disputed issues. Thereafter, such executives, or their designated representatives, as applicable, will use their reasonable best efforts to resolve the dispute within seven (7) business days of submission by a party to the others of such a dispute notice (or such longer time as the parties may agree). If such executives or, as applicable, designated

representatives are unable to resolve the dispute within such period, the parties shall then be entitled to pursue any remedies as are available to the respective party.

The parties, having read and understanding the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

CONTRACTOR:



Signature

Michael Hough, Operations Officer

Printed Name & Title

6/27/14

Date

EmployIndy



Signature

Brooke Huntington, President and CEO

Printed Name & Title

7/15/14

Date

ATTACHMENT A

Project Work Statement

Period of Performance

July 1, 2014 through June 30, 2015

Total Cost

\$1,437,318.00

Scope of Work Statement

The scope of this work statement covers the Placement and Educational Recruiting and the Candidate Development modules. These modules will work in conjunction with the Business Solutions, Mobile and Virtual WorkOne and Customer Solutions modules to provide seamless workforce services to the employers and citizens of Marion County. All WorkOne Indianapolis operations will be under the direction of EmployIndy serving as the One-Stop operator.

Gold Standard Evaluation

EmployIndy was selected by the U. S. Department of Labor to participate in a national evaluation of the Workforce Investment Act – One-Stop system. This project was being referred to as the Gold Standard. Its intent is to evaluate the effectiveness of the One-Stop WIA system of services for adults and dislocated workers. The system will randomly limit 8% of our clients to “core only” services and another 8% to “core and intensive only” services. The remaining 85% of the clients will be eligible for all three levels of services.

The Gold Standard Evaluation impacted the service providers in two manners.

1. The restriction of services to core for 8% and to core and intensive for another 8%.
2. Additional data entry primarily in the candidate development module related to service tracking and results tracking. Much of this should be achieved through interfaces with client tracking systems.

Federal policy and procedures on the Gold Standard are in affect for client through the 15 month after they were identified and classified into a service group. EmployIndy will keep all service providers informed and involved in the process of the project.

Staffing

Quality staffing is a cornerstone to a successful WorkOne system. The quality of the staff, the development of the staff and the direction given to staff are all critical components to a successful WorkOne Indianapolis system. As such, the following conditions related to staffing will exist.

- EmployIndy will reserve the right to participate in the staff hiring interview process and to make recommendations on all contractor staff hiring and promotions. The ultimate responsibility for all contractors’ hiring resides with the contractor.
- All staff that are in any way involved with the WorkOne Indianapolis system will have full criminal background checks prior to the start of work. EmployIndy will develop policy to provide contractor guidance related to the use of background checks for the hiring process.
- All staffing levels will have minimum credential requirements.. A joint management team consisting of EmployIndy and contractor representatives led by EmployIndy will set the hiring standards.
- All staff will have continuing education requirements. A minimum of 20 work hours per staff person per year must be dedicated to continuing education. A joint management team consisting of EmployIndy and contractor representatives led by EmployIndy will create a list of acceptable continuing education and the

ATTACHMENT A

contractor will build such continuing education and credentialing requirements into employees' performance reviews.

- Staff training will include, but not be limited to: Contractor provided training as outlined in their proposal WorkOne sponsored training provided through Thursday morning session. Any other appropriate Indiana Department of Workforce Development or U.S. Department of Labor sponsored training.

Product Delivery

ResCare will implement utilization of **ResCare Academy** and **GED Academy** with clients in the WorkOne system. Performance metrics have been established for both the **ResCare Academy** and **GED Academy** in Attachment B of this document.

ResCare At Your Service (RAYS) customer service model should be fully implemented into the WorkOne culture. Quarterly reporting on should be provided to verify completion and progress to of a customer focused organization.

ResCare should prepare a recommendation for customer service questions and tracking for the physical offices and prepare to implement approved changes by September 1, 2014. Reporting and support will be reported to the Director of Operations and Vice President of Operations and Finance on a monthly basis.

ResCareWORCS, ResCare ResumePro, and Supply & Demand Portal are all products that EmployIndy would like to discuss further with ResCare on how to best use them in the WorkOne system. As an example, a **Supply and Demand Portal** report for the Indianapolis MSA may be generated quarterly to review operationally and determine how to best craft industry sector services, training and client preparation.

Placement and Educational Recruiting Module

Purpose: Meet or exceed the employer needs when matching employers with talent. Document the skills and credentials for Marion County's high growth industries and fill the talent pipeline with candidates who have those skills and credentials. Additionally, staff will connect candidates to secondary education, postsecondary education and training for occupational skills.

System Role: The Placement and Educational Recruiting module will work to identify, develop, and place qualified candidates. This will be a coordinated effort with the Business Solutions module for specific high growth sector. All hiring projects will be evaluated and managed by the Business Solutions module.

Placement and Educational Recruiting is expected to be primarily focused on job seekers and provide support to Business Solutions through job seeker referrals on existing projects or by coordinating/brokering connections with new employers utilizing the WorkOne system for their hiring needs.

The objective for this module is to develop and skill market clients. The Placement and Educational Recruiting module will also work to maximize the number of Marion County job seekers that receive occupational skills. The occupational training will be very specifically targeted to high growth industries

ATTACHMENT A

and occupations as defined and/or identified by EmployIndy. Placement and Educational Recruiting will also work with Marion County job seekers on adult basic education, GED preparation programs, computer literacy programs and other prevocational training as appropriate. Training projects may also include incumbent worker training and on-the-job training (coordinated by Business Solutions).

It is expected that staff dedicated to the placement functions and the educational functions separately.

The specific sectors are Healthcare and Life Sciences, Advanced Manufacturing/Logistics, and Technology Industries.

Primary Responsibilities:

- Work in coordination with the management and staff in the other modules to maximize the overall objectives of WorkOne Indianapolis, while meeting the Placement and Educational Recruiting goals
- Ensure that all candidates are eligible for the placement services being provided and enroll in the appropriate programs
- Provide appropriate case management services to candidates that prepares them to properly engage employers and record those services in the case management system
- Develop candidate job getting skills such as interviewing, resume writing, job search, and “dress for success”
- Record placement services in the EmployIndy approved systems, such as, but not limited to Indiana Career Connect (ICC), TrackOne (case management system), and the Virtual WorkOne
- Skill market clients for placement and recruiting projects from the Business Solutions team
Locate job orders in ICC especially from employers in high growth industries, and work them skill market clients
- Recruit talent for the high growth industries
 - Actively recruit candidates with talents that specific growth industries need
 - Create a “talent pipeline database” of candidates with talents that growth industries need
- Refer candidates in need of occupational skills or training to Educational Recruiting staff
- Refer candidates with that are seeking employment in sectors other than the high demand sectors identified earlier in the statement of work to Candidate Development
- Develop and maintain a system for verifying and tracking job placements
- Ensure all candidates are eligible for training services provided and enroll in the appropriate programs

ATTACHMENT A

- Provide appropriate case management services to candidates as they relate to educational planning, career counseling, etc. and record those services in the case management system
- Provide recommendations on new training providers to EmployIndy for demand occupations
- Connect candidates:
 - Locate and identify candidates that are ready for, interested in and in need of upgrading their skill set for Marion County growth industries
 - Ensure candidates provide documentation of certifications, degrees and other credentials earned
 - Counsel candidates on career and educational opportunities and the required skills and credentials
 - Develop career, education and financial plans with candidates
 - Connect to appropriate educational and skill building programs
- Refer candidates in need of services such as job search skills, interviewing practice, resume writing, etc. to Customer Solution tools as appropriate.
- Work with Business Solutions on incumbent worker and on-the-job training projects

Candidate Development Module

Purpose: Enroll candidates, assess their readiness for work or education, provide initial assessments, and assist them in self-service job search navigation at the WorkOne East, WorkOne West and WorkOne North offices.

System Role: The Candidate Development module will work with the other modules and will serve as the “front door” for job seekers. This module will be responsible for most of the enrollment activities, candidate development services including assessments, basic employment counseling and basic employment barrier removal for clients interested in working with a Placement and Educational Recruiting module for high growth industries.

Primary Responsibilities:

- Work in coordination with the management and staff in the other modules to maximize the overall objectives of WorkOne Indianapolis, while meeting the Candidate Development goals
- Enroll candidates in appropriate workforce programs and enter services into the case management system

ATTACHMENT A

- Assist candidates in accessing self-service systems such as UpLink¹, ICC, private labor exchange systems, Virtual WorkOne, etc.
- Provide appropriate candidate assessments for all clients and enter results into the case management system
- Provide appropriate case management services to candidates related to preparation for general non-sector focused employment and enter those services into the case management system
- Assist candidates in developing initial employment plans
- Refer candidates interested in high growth industries to the Placement and Educational Recruiting team
- Assist candidates with jobs in growth industries that are not identified as those served in Placement and Educational Recruiting
- Refer candidates to community resources for non-workforce issues such as removal of barriers to full employment
- Actively recruit candidates from community partners when the candidates are ready to improve their occupational skills and enter employment
- Work with community centers and other community organizations at WorkOne to increase awareness of workforce services and products available to their clients

¹ UpLink is Indiana's unemployment insurance system.

ATTACHMENT B

Planned Outcomes & Performance

Period of Performance

July 1, 2014 through June 30, 2015

Total Cost

\$1,437,318.00

The following charts provide monthly goals for performance and the metrics for the distribution of the profit contained in the contract. All profit in the contract will be paid on a pay-for-performance basis. The payout will be structured based on three performance levels – Base Incentive Metrics, Tier 1 Incentive Metrics, and Tier 2 Incentive Metrics.

Chart 1, Pay-for-Performance Metrics for ResCare., shows the base level, tier 1 level and tier 2 level performance targets for each of the mobile and Virtual WorkOne performance metrics. The chart also shows the associated payouts for meeting monthly targets and for meeting annual (total/rollup) targets.

Incentive payments will be paid on a monthly basis when the service provider meets the base, tier 1 or tier 2 targets. The dollar amount associated with each level will be the amount earned/paid. The dollar amounts associated with each level are inclusive of the amounts in the lower performance levels.

For example, the payment amount associated with a tier 2 incentive amount would be the total paid for meeting that level of performance. EmployIndy would not pay the base incentive, the tier 1 and also the tier 2. Only the tier 2 incentive amount would be paid.

As stated, the incentive would be paid monthly based on performance for that particular month. However, the Total/Rollup column would allow the service provider to catch up if they met an annual performance target.

As an example, if the service provider met the tier 2 level every month except one and if they met performance for the total program year at the tier two level, EmployIndy would pay a rollup incentive bonus that in this case would pay the difference between what was paid for that low performing month and the tier 2 amount for that month. The calculation for the Rollup incentive is as follows:

For each key performance indicator, the annual performance maximum incentive amount **minus** the sum of all monthly incentive payments **equals** the rollup incentive payment. This calculated rollup incentive payment would be the rollup amount EmployIndy would pay for meeting annual performance. It is possible under some scenarios for the rollup incentive payment amount to be a negative number. If this happens the negative number will be considered as a zero. The rollup calculation will not result in the service provider owing incentive payments back.

Chart 2, Key Performance Indicators for the WorkOne system, shows the minimum expectation in 16 categories of quality. The 16 metrics are applicable to all service providers in the WorkOne system and all providers will be required to provide a monthly corrective action plan to EmployIndy for all indicators that are out of range for that month. No profit will be paid on these 16 metrics, but this reporting will be used to determine contract performance and corrective action follow up during the contract period.

ATTACHMENT B

Monthly KPI's			
KPI	Definition	Data Source	Expectation
Customer Satisfaction	Roll up of all customer satisfaction surveys from jobseekers based on product knowledge, service quality, and timeliness	Monthly Survey cards and Survey Monkey data	>97%
Enrollments	# of new clients that enroll in a WorkOne program	TrackOne	>350
Pre-program wage accuracy	% of new enrollments that have pre-program wages entered in TrackOne system	TrackOne	>95%
ResCare Academy	# of clients that use ResCare Academy	ResCare system	>175
GED Academy	# of clients that use GED Academy	ResCare system	>50
Ctorq	# of clients that use Ctorq	Ctorq system	>200
Enrolled in Training	# of clients that start training	TrackOne	>65
Credentials	% of clients that complete training that obtained a credential	TrackOne	>95%
Virtual Engagement	# of new clients that register and utilize a minimum of one virtual service	Virtual WorkOne system	>400
Program Accuracy	% of client determined to meet dislocated worker that are provided dislocated worker services from the physical offices	TrackOne	>90%
Placements	# of clients placed	TrackOne	>225
Post-program wage accuracy	% of placed clients that have wages entered in TrackOne system at exit.	TrackOne	>95%
Follow up	% of exited clients that received a follow up contact or service	TrackOne	>95%
Average Participant Wages	Common measures adult and dislocated worker wages /6 months of hours (1040)	Quarterly WIASARD	>\$13.50 per hour
Third Party/Pell/TAA funding Leverage	% of training clients that we tracked usage of 3rd party funding, Pell, TAA and other funding sources.	TrackOne	>25%
Clients placed in WTJA occupations	% of clients placed in occupations that follow our WTJA occupation list	Indiana Career Connect	>70%

ATTACHMENT C

Billing Procedures

Period of Performance	July 1, 2014 through June 30, 2015
Total Cost	\$1,437,318.00

1. Accrued Expenditure Reports will be sent after full execution of contract. There will be three (3)

AERs: • Transition (both Modules)

- Placement and Educational Recruiting
- Candidate Development
- Profit (both Modules)

2. The Report must be submitted to Eleena Morris, Grant/Contract Services Accountant at EmployIndy via e-mail, fax or the U.S. postal service.

Eleena Morris
Grant/Contract Services Accountant
EmployIndy
115 West Washington Street, Suite 450 S
Indianapolis, IN 46204

Phone: 317.684.2241
FAX: 317.639.0103
E-mail: emorris@employindy.org

3. Any questions regarding the submission of the Accrued Expenditure Report and this billing procedure can be directed to Eleena Morris.

4. AER's except for profit portion must be completed and received by the 6th working day of each month.

Profit AER will have a different due date that allows for accumulation of monthly performance.

ATTACHMENT C

ResCare Placement & Recruiting WorkOne Contract ACCRUED EXPENDITURE REPORT CONTRACT PERIOD: 07/01/2014-06/30/2015

Period Ending _____

CFDA No.	
WIA Adult	17.258
WIA Dislocated Worker	17.260
Contractor Name	ResCare
Address	9901 Linn Station Rd. 9002 Purdue Rd. 1213 N Arlington
City, State, Zip Code	Louisville, KY 40223 Indianapolis, IN 46268 Indianapolis, IN 46219
Telephone Number:	(317) 503-8448
Fax Number:	
Contact Person:	Michael Hough Steve Morris Phillip Smith

Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$698,330	-	-	0%	\$698,330
Staff Travel	\$7,832	-	-	0%	\$7,832
Non-Direct/Indirect	\$78,577	-	-	0%	\$78,577
Overhead	\$11,155	-	-	0%	\$11,155
Profit	\$36,000	-	-	0%	\$36,000
Total	\$ 831,894	\$ -	-	0%	\$ 831,894
Funding Source					
WIA Adult	\$415,947	-	-	0%	\$415,947
WIA Dislocated Worker	\$415,947	-	-	0%	\$415,947
Total Funding Sources	\$831,894	-	-	0%	\$831,894

Contractor Representative _____

Date _____

IPIC Representative _____

Date _____

ATTACHMENT C

ResCare Candidate Development ACCRUED EXPENDITURE REPORT CONTRACT PERIOD: 07/01/2014-06/30/2015

Period Ending _____

CFDA No.	
WIA Adult	17.258
WIA Dislocated Worker	17.260
Contractor Name	ResCare
Address	9901 Linn Station Rd. 9002 Purdue Rd. 1213 N Arlington
City, State, Zip Code	Louisville, KY 40223 Indianapolis, IN 46268 Indianapolis, IN 46219
Telephone Number:	(317) 503-8448
Fax Number:	
Contact Person:	Michael Hough Steve Morris Phillip Smith

Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$410,147	-	-	0%	\$410,147
Staff Travel	\$4,968	-	-	0%	\$4,968
Non-Direct/Indirect	\$46,807	-	-	0%	\$46,807
Overhead	\$7,502	-	-	0%	\$7,502
Profit	\$36,000	-	-	0%	\$36,000
Total	\$ 505,424	\$ -	-	0%	\$ 505,424
Funding Source					
WIA Adult	\$252,712	-	-	0%	\$252,712
WIA Dislocated Worker	\$252,712	-	-	0%	\$252,712
Total Funding Sources	\$505,424	-	-	0%	\$505,424

Contractor Representative _____ Date _____

EmployIndy Representative _____ Date _____

ATTACHMENT C

**ResCare
On-the-Job Training Contract
ACCRUED EXPENDITURE REPORT
CONTRACT PERIOD: 07/01/2014-06/30/2015**

Period Ending _____

CFDA No.	
WIA Adult	17.258
WIA Dislocated Worker	17.260
NEG OJT	
Contractor Name	ResCare
Address	9901 Linn Station Rd. 9002 Purdue Rd. 1213 N Arlington
City, State, Zip Code	Louisville, KY 40223 Indianapolis, IN 46268 Indianapolis, IN 46219
Telephone Number:	(317) 503-8448
Fax Number:	
Contact Person:	Michael Hough Steve Morris Phillip Smith

Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
OJT	\$100,000	-	-	0%	\$100,000
Total	\$ 100,000	\$ -	-	0%	\$ 100,000
Funding Source					
WIA Adult		-	-	#DIV/0!	\$0
WIA Dislocated Worker		-	-	#DIV/0!	\$0
NEG OJT	\$100,000	-	-	0%	\$100,000
Total Funding Sources	\$100,000	-	-	0%	\$100,000

Contractor Representative _____ Date _____

EmployIndy Representative _____ Date _____

ATTACHMENT D

APPLICABLE STATUTES AND ASSURANCES

1. Applicable Statutes and Regulations

- (a) PL 105-200 Workforce investment Act of 1998;
- (b) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 18 et seq., Federal Fair Labor Standard Act; and
- (d) Indianapolis Private Industry Council policies and procedures.

2. Assurances

- (a) The Sub-Grantee agrees to comply with the Uniform Conflict of Interest Standards for WIBs issued by the State, which by reference is incorporated herein.
- (b) The Sub-Grantee will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIA and agrees to educate all staff members on the requirements of this statutory provision.
- (c) The Sub-Grantee 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.
- (d) The Sub-Grantee assures service providers will be selected in a manner consistent with applicable law and State policy and that documentation supporting the procurement will be kept for review.
- (e) The Sub-Grantee assures that no funds will be used for services described in any modification to the approved local workforce investment plan unless the workforce investment board and chief elected officials adhere to Sec. 118 of the WIA and all State policies and directives regarding modification of the plan, which policies and directives are hereby incorporated by reference.
- (f) The Sub-Grantee agrees to comply with the provision of veteran's preference consistent with applicable law and description of preference procedures contained in the local Workforce Investment Plan, which policies and directives are hereby incorporated by reference.
- (g) The Sub-Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Americans with Disabilities Act of 1990 makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also outlaws discrimination against individuals with disabilities in State and local government services, public accommodations, transportation and telecommunications;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1973, as amended, which prohibits discrimination of age, and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Sub-Grantee also assures that it will comply with 29 CFR parts 37 and all other regulations implementing the laws listed above. This assurance applies to the Sub-Grantee's operation of the WIA Title I financially assisted program or activity, and to all agreements the Sub-Grantee makes to carry out the WIA Title I financially assisted program or activity. The Sub-Grantee understands that the United States has the right to seek enforcement of this assurance.

ATTACHMENT E

DRUG FREE WORKPLACE ASSURANCE

(Drug-Free Workplace Act of 1988, 45 CFR Part, Subpart F)

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to EmployIndy within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Contractor's or any subcontractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract Agreement and/or debarment of contract opportunities with EmployIndy 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 Agreement is expressly subject to the terms, conditions and representations of the following Certification:

The Sub-Grantee assures that it will be a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The sub-grantee'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 employees for drug abuse violations occurring in the workplace;
- c) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 1. Abide by the terms of the statement; and,
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying EmployIndy within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2) with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

ATTACHMENT F

ASSURANCE REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Sub-Grantee, a recipient of Federal assistance funds under this agreement, assures that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or EmployIndy. The term "principal" for purposes of this Contract Agreement is defined as 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 Sub-Grantee.

This assurance is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR parts 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below.

1. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Sub-Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL), the State of Indiana or EmployIndy may pursue available remedies, including suspension and/or debarment.
2. The Sub-Grantee assures that it will provide immediate written notice to IPIC if at any time the Sub-Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
3. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
4. The Sub-Grantee agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The Sub-Grantee further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

ASSURANCE REGARDING LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS

Pursuant to USC Section 1352, Title 31 of the U.S. Code and any regulations promulgated thereunder, Sub-Grantee hereby assures and certifies that, to the best of his or her knowledge and belief, that:

1. By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below. This assurance is material representation of fact upon which reliance was placed when this transaction was made or entered into.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-Grantee shall complete and submit Standard Form L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The Sub-Grantee shall require that the language of this assurance be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

ATTACHMENT H

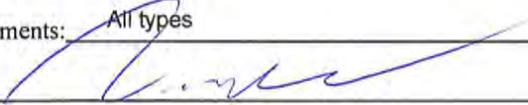
SIGNATURE VALIDATION SHEET

Under the provision of this contract the following persons are authorized to sign official documents.

Name: Michael Hough

Title: Operations Officer

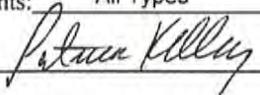
Type of Documents: All types

Signature: 

Name: Patrick Kelley

Title: President and Manager

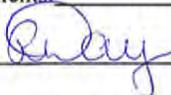
Type of Documents: All Types

Signature: 

Name: Michelle Day

Title: Director of Operations/General Manager

Type of Documents: Invoices, some contracts and closeout documents

Signature: 

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

ATTACHMENT I

WORKFORCE INVESTMENT ACT GRIEVANCE PROCEDURES

A staff person, an applicant for a Workforce Investment Act program, a participant enrolled in a Workforce Investment Act program, or a sub-recipient of Workforce Investment Act funds has the right to file a complaint in the event he/she believes that one of the following has occurred:

- (1) There has been a violation of the Workforce Investment Act, the regulations arising thereunder or any other contract under the Workforce Investment Act (General Complaint);
- (2) That he/she has been the subject of discrimination, other than handicapped discrimination (Discrimination Complaint);
- (3) That he/she has been the subject of discrimination based on handicap, (Handicapped Discrimination Complaint); or
- (4) That there has been criminal activity (Criminal Complaint).

The procedures for filing and resolving such complaints are set forth below:

GENERAL COMPLAINT

I. Step One: Informal Resolution

- A. The person with the complaint, called the Complainant, must first speak with his/her Supervisor or Agency Contact concerning the complaint.
- B. If the Complainant is not satisfied after talking to his/her Supervisor or Agency Contact, the Complainant may file a written complaint. Such complaint must be addressed to:

Director of Operations - WorkOne
EmployIndy
115 W. Washington Street, Suite 450 S
Indianapolis, IN 46204

1. All complaints must be filed in writing.
 2. The complaint may be delivered to the Director of Operations in person or by certified mail.
 3. Written complaints must state the facts of the case; the names of those involved and must be dated and signed by the Complainant. The failure to provide the required information will result in the complaint not being further processed until such time as all information has been provided. The Director of Operations will advise the Complainant if required information is missing from the complaint.
 4. Forms and needed assistance can be obtained from the Director of Operations.
- C. Within ten (10) days of receipt of the written complaint by the Director of Operations; the complaint will be investigated and informal resolution discussed.

ATTACHMENT I

1. The Director of Operations will speak with both the Complainant and Respondent and suggest possible solutions to the complaint.
 2. If a solution is reached at this step of the Procedure, the Complainant and the Respondent will be required to sign a written statement setting forth the terms of the settlement. The complaint will then be closed.
 3. If a solution is not reached, the Complainant will be informed in writing of his/her right to a hearing, the procedure for requesting such a hearing and the procedural rights regarding the hearing process.
- D. The ten (10) day time limit set forth above, as well as any other time limit contained herein, may be extended by mutual contract of the parties. Such extensions shall be in writing and shall be signed by both the Complainant and Respondent.

II. Step Two: Hearing

- A. In the event the complaint is not resolved in Step One, the Complainant may request a formal hearing. Such request shall be in writing, addressed to:

Director of Operations
EmployIndy
115 West Washington Street, Suite 450 S
Indianapolis, IN 46204

and filed with the Director of Operations within fifteen (15) days of the receipt of the written complaint, or five (5) days after the completion of the informal procedures if the time limit for such procedure has previously been extended by contract of the parties. Indiana Department of Workforce Development will be informed of all complaints reaching this level.

1. The Director of Operations will be responsible for contacting a Hearing Officer and providing him/her with any materials requested.
 2. The written request for a formal hearing is separate from the initial written complaint.
 3. If the Complainant does not submit a written request for hearing within the time limits set forth above and an extension of the time for filing such request has not been agreed upon in writing by both parties, the complaint will be closed.
- B. Within thirty (30) days after receipt of the written complaint or within fifteen (15) days of completion of the informal resolution process (in the event the time limits have been previously extended), a hearing will be held provided that such a hearing has been requested by the Complainant as set forth in paragraph II(A) above.
1. Hearings shall be conducted by an impartial hearing officer. In order to meet requirements of impartiality, individuals selected as hearing officers may have neither direct nor indirect involvement with the ordinary application, operation and/or administration of the recipient's Workforce Investment Act program.
 2. The hearing officer will send written notice of the hearing to the Complainant and the Respondent stating the date, time and place of the hearing. The written notice will also state:

ATTACHMENT I

- a. the name of the Hearing Officer,
 - b. the issue to be decided, and
 - c. the manner in which the hearing will be conducted.
3. The hearing will be held at a location reasonably accessible to all parties.
 4. The Complainant will have the opportunity to withdraw the request for hearing at any time before the scheduled hearing. Such withdrawal shall be in writing and signed by the Complainant. The complaint will then be considered closed.
 5. Both the Complainant and the Respondent shall be entitled to request rescheduling of the hearing for reasonable cause. If granted by the hearing officer or mutually agreed upon by the parties, a written statement waiving the set time limits for holding the hearing will be signed by both parties and a mutually agreeable date set for such hearing.
 6. At the hearing, both parties shall be entitled to be represented by Counsel or other representative of their respective choice. Each party will bear its own costs.
 7. With regard to verbal testimony and documentary evidence, each party will be given the opportunity to bring witnesses, present documentary evidence, and to have records or documents relevant to the issues produced when those records and/or documents are kept by/for the recipient, or its sub-recipients, in the ordinary conduct of business. Such requests for the production of records and documents shall be in writing, specific in nature, and signed by the Complainant.
 8. A verbatim record of the hearing shall be made and maintained. Either party may request a copy of such record. All costs of preparing the requested copy of the record shall be borne by and the sole responsibility of the party requesting the same.
- C. Within forty-five (45) days of the written complaint being received, or fifteen (15) days after the hearing is held (if the time limits have been previously extended), the Hearing Officer will prepare and submit a written decision on each complaint to all parties. The written decision will include:
1. a synopsis of the facts
 2. a statement of conclusions
 3. a statement of remedies to be applied, if any, and
 4. a statement that the Marion County Workforce Investment Board (WIB) will review the hearing decision and render a written decision.
- D. The Marion County WIB will review the decision of the Hearing Officer and issue a final and binding decision based on the facts of the case which could amend, agree or disagree with the hearing officer's decision. All parties involved will be notified of the decision within sixty (60) days of the date on which the complaint is received, or fifteen (15) days after the hearing officer's decision is rendered (if the time limits have been previously extended).

ATTACHMENT I

- E. The final decision at the Marion County WIB level will be in writing and mailed to both parties via certified mail.

III. Step Three: Appeal

- A. In the event either party is not satisfied with the final decision rendered by the Marion County WIB, they may file a written appeal to the Governor of the State of Indiana within ten (10) days of the date on which the Marion County WIB's final decision is rendered, or 70 days from receipt of the complaint (if time limits have not been previously extended).
- B. Said right to appeal to the Governor of the State of Indiana shall also arise whenever:
1. The Marion County WIB fails to provide the final written decision at the Marion County WIB level within sixty (60) days of the receipt of the written complaint, or fifteen (15) days after the hearing decision is rendered, if time limits have been altered through written agreements of the parties at any stage of the proceedings; or
 2. Any of the time limits set forth above have not been met and extensions of time for such limits have not been agreed upon by the parties.

- C. The appeal must be submitted in writing to:

Indiana Department of Workforce Development
Program Compliance & Review
10 N. Senate Avenue, 2nd Floor
Indianapolis, IN 46204

and shall specifically set forth any and all bases for appeal.

- D. The Governor shall issue a final written decision within ninety (90) days of the complaint filing date or within thirty (30) days of the date of receipt of the written appeal.
- E. No further appeal is permitted. The decision of the Governor is final, unless the Governor has not issued the final decision within thirty (30) days of receipt of the written appeal. Then, written appeal should be filed with:

Regional Administrator
Employment and Training Administration
230 South Dearborn Street
Chicago, Illinois 60604

or to the:

Secretary of Labor
U. S. Department of Labor
Washington, D.C. 20210

ATTACHMENT I

IV. Miscellaneous

The Complainant may withdraw his/her complaint at any stage of the Complaint Procedure with the result that the complaint will be considered closed. The Complainant will be required to sign a written statement documenting the withdrawal of the complaint.

The identity of any person who has furnished information relating to or assisting in an investigation of a possible violation of the Workforce Investment Act shall be kept confidential to the extent possible.

Any person may use other available remedies in addition to the Workforce Investment Act Complaint Procedure when the alleged violation is also a violation of another federal, state or local law and/or collective bargaining contract.

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-WOI

CONTRACTOR	CONTRACTING AGENT
Arbor E & T, LLC d/b/a ResCare Workforce Services 9901 Linn Station Road Louisville, KY 40223	Indianapolis Private Industry Council, Inc. d/b/a EmployIndy 115 West Washington Street, Suite 450 S Indianapolis, Indiana 46204
Modification Number: One Contract Period: 07/01/2014 -06/30/2015	Description of Modification: <ul style="list-style-type: none">• Adds TIF (PowerTrain) Personnel funding and adds to Project Work Statement- Indianapolis Workforce Training Program• Increases funding in OJT• Increase overall budget for the period July 1, 2014 through June 30, 2015 to \$1,731,318.

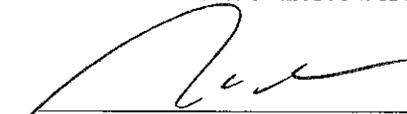
1. The Project Work Statement is amended to include Indianapolis Workforce Training Program and \$129,000 in funding is added for Personnel.
2. On-The-Job Training Funds are increased from \$100,000 to \$265,000. The funds are added from NEG - \$40,000, WIA Adult - \$25,000 and TIF/PowerTrain - \$100,000.
3. All reimbursements for expenses must be submitted via the Accrued Expenditure Report. ATTACHMENT B.
4. All other matters previously agreed to and set forth in the original contract agreement are not affected by this modification and shall remain in full force and effect.

CONTRACT MODIFICATION SIGNATURES

IN WITNESS WHEREOF, Contracting Agent **EmployIndy** and Contractor (**ResCare**) by their respective officers thereunto duly authorized have executed this contract modification.

CONTRACTOR:

Arbor E & T, LLC
d/b/a ResCare Workforce Services



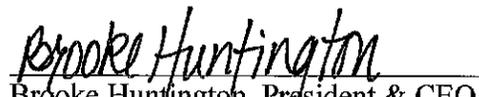
Michael Hough, Operating Officer

Date

8/25/14

CONTRACTING AGENT:

EmployIndy



Brooke Huntington, President & CEO

Date

9/4/14

ATTACHMENT A

Project Work Statement

Period of Performance	July 1, 2014 through June 30, 2015
Total Cost	\$1,731,318.00

Indianapolis Workforce Training Program

Renewed for July 1, 2014 – June 30, 2015

EmployIndy has been named funding and fiscal agent for the deposits to and the expenditures from the Workforce Training Fund. The principal function of EmployIndy is the provision of worker training and worker retraining programs, and as such EmployIndy agrees to the following:

Training & Education

- Establish a list of demand occupations eligible for training support;
- Establish training and education strategies that address the needs of residents and employers within the specified zones with such training entities as Ivy Tech Community College and the Excel Center. Training and education will be limited to the list of demand occupations. Demand occupations may include, but are not limited to, the following examples: Electronic Systems Technicians, Network Systems Technicians, Pharmacy Technicians, Health Information Technologists, Medical Records Specialists, Certified Nurse's Assistant, Truck Drivers, and Warehouse Supervisors.
- Contract training services, as appropriate, to third-party vendors (such as Ivy Tech Community College). Training programs may consist of individuals being enrolled individually or in a cohort program. Priority will be given to training opportunities that meet the needs of employers and residents located in the 16 Tech and Mass Ave zones. While priority will be given to these zones, recruitment and training will be available to all employers and residents within the Consolidated Redevelopment Area.
- Connect clients, as appropriate, with the Work Indiana program to obtain a GED and/or industry recognized credential. EmployIndy receives funding to support individuals in the Work Indiana program which enables a client to obtain an industry recognized credential in one of the following occupations:
 - Welder
 - Computer Support Specialist
 - Emergency Medical Technician
 - Laborers and Material Movers
 - Certified Nursing Aide

ATTACHMENT A

- Inpatient/Outpatient Medical Billing & Coding Specialist
- Medical Front Office Assistant
- Administrative Assistant
- CNC Machinist
- Commercial Truck Driver
- Medical Transcriptionist

Community Access

- Maintain relationships with a minimum of three (3) community-based organizations (CBOs) within the Consolidated Redevelopment Area for the purpose of engaging eligible residents in this training opportunity. Anticipated partners, all of which are Centers for Working Families, in the 16 Tech and Mass Avenue zones may be John H. Boner Community Center, Flanner House, and Hawthorne Community Center.
- The Centers for Working Families (CWF) model is a national model developed by the Annie E. Casey Foundation and locally supported by LISC Indianapolis to help the working poor develop, grow, and protect their assets. CWFs are neighborhood-based one-stop shops offering access to such “bundled” family support services as employment assistance, financial coaching, and strategic and practical support to help break through the barriers of poverty.
- Bring the Mobile WorkOne to the identified partner CBO locations to provide access to all WorkOne services including the Workforce Training Program. The Mobile WorkOne team consists of 8 staff members assigned to CBOs on a daily basis. These staff members deliver all services at these organizations which are readily available within the physical WorkOne. The utilization of a mobile service model provides opportunities for training to individuals at a location within their neighborhood.
- Provide training fund access to individuals receiving services at partner CBO locations,
- Provide training fund access to individuals residing within the defined catchment area via the three (3) WorkOne offices located within Marion County,

Client Support

- Utilize WorkOne service provider staff for all case management services. EmployIndy operates an integrated/coordinated WorkOne system on a daily basis, providing seamless transitions for clients. The system is designed to ensure the development of a job seeker, and ultimately the successful placement for an employer. The WorkOne Indianapolis system is divided into four functional and interrelated modules:

ATTACHMENT A

- Candidate Development—is responsible for assessing individual career interests, identifying transferrable skills, providing basic employment counseling, and establishing an individual employment plan. Additionally, clients may engage in workshops to strengthen basic job readiness including resume development, interviewing skills, networking, and financial planning amongst others.
- Educational Recruiting—assists individuals in accessing education in line with their career interests and may support with financial aid for in-demand occupations.
- Placement and Recruiting—recruits, screens, and delivers qualified candidates for open employment opportunities with Marion County employers. Additionally, staff works closely with the employer and the newly hired candidate over the following 12 months to address any obstacles and assist in retaining the new employee. This may include financial support for needed work supplies, additional job skills identified after hire, or access to nearly 1,500 web-based training programs which include organizational skills, time management, lean processes, and much more.
- Business Solutions— is responsible for targeting employers in Indianapolis' key wealth driving industries. Providing a consistent point of contact to Marion County employers they partner to identify needs in selection, hiring, and training of employees.

Employer Engagement

- EmployIndy's Business Solutions team will work within the targeted zones to meet with employers and understand their hiring and training needs. A business working with EmployIndy via the Workforce Training Program will have a designated Business Solutions team member as point of contact to ensure the employer's needs are met.
- Establish customized training programs with employers in need of hiring/promoting employees with specialized business specific training to address a gap in their organization.
- Create an application process for employers seeking to utilize funds for customized training and provide the application to the Board for approval.

Training Client Criteria

- Must reside in or within a 2 mile offset of the perimeter of the Consolidated Redevelopment Area.
- Must reside in a household with median income that is 75% or less than the Indianapolis Metropolitan Area median household income.

ATTACHMENT A

- Must be 18 years of age or older.

Employer Customized Training Fund Eligibility

- Must have operations or intend to establish operations in or within a 2 mile offset of the perimeter of the Consolidated Redevelopment Area.
- Must have job openings and commit to fill those openings, either through advancement or hiring, with the individuals who successfully complete the customized training.
- Must provide relevant internship/work experience for each individual being trained.
- Employers seeking funds to support training in the Information Technology or Healthcare sectors will be given priority.

ATTACHMENT B

Billing Procedures

Period of Performance	July 1, 2014 through June 30, 2015
Total Cost	\$1,731,318.00

1. Accrued Expenditure Reports will be sent after full execution of contract. There will be four (4) AERs:
Transition (both Modules)
 - Placement and Educational Recruiting
 - Candidate Development
 - Profit (both modules)
 - PowerTrain
2. The Report must be submitted to Eleena Morris, Grant/Contract Services Accountant at EmployIndy via e-mail, fax or the U.S. postal service.

Eleena Morris
Grant/Contract Services Accountant
EmployIndy
115 West Washington Street, Suite 450 S
Indianapolis, IN 46204

Phone: 317.684.2241
FAX: 317.639.0103
E-mail: emorris@employindy.org

3. Any questions regarding the submission of the Accrued Expenditure Report and this billing procedure can be directed to Eleena Morris.
4. AER's except for profit portion must be completed and received by the 6th working day of each month.

Profit AER will have a different due date that allows for accumulation of monthly performance.

ATTACHMENT B

ResCare
Placement & Recruiting WorkOne Contract
ACCRUED EXPENDITURE REPORT
CONTRACT PERIOD: 07/01/2014-06/30/2015

Period Ending _____

CFDA No.	
WIA Adult	17.258
WIA Dislocated Worker	17.260
Contractor Name	ResCare
Address	9901 Linn Station Rd. 9002 Purdue Rd. 1213 N Arlington
City, State, Zip Code	Louisville, KY 40223 Indianapolis, IN 46268 Indianapolis, IN 46219
Telephone Number:	(317) 503-8448
Fax Number:	
Contact Person:	Michael Hough Steve Morris Phillip Smith

Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$698,330	-	-	0%	\$698,330
Staff Travel	\$7,832	-	-	0%	\$7,832
Non-Direct/Indirect	\$78,577	-	-	0%	\$78,577
Overhead	\$11,155	-	-	0%	\$11,155
Profit	\$36,000	-	-	0%	\$36,000
Total	\$ 831,894	\$ -	-	0%	\$ 831,894
Funding Source					
WIA Adult	\$415,947	-	-	0%	\$415,947
WIA Dislocated Worker	\$415,947	-	-	0%	\$415,947
Total Funding Sources	\$831,894	-	-	0%	\$831,894

Contractor Representative _____

Date _____

EmployIndy Representative _____

Date _____

ATTACHMENT B

ResCare Candidate Development ACCRUED EXPENDITURE REPORT CONTRACT PERIOD: 07/01/2014-06/30/2015

Period Ending _____

CFDA No.	
WIA Adult	17.258
WIA Dislocated Worker	17.260
Contractor Name	ResCare
Address	9901 Linn Station Rd. 9002 Purdue Rd. 1213 N Arlington
City, State, Zip Code	Louisville, KY 40223 Indianapolis, IN 46268 Indianapolis, IN 46219
Telephone Number:	(317) 503-8448
Fax Number:	
Contact Person:	Michael Hough Steve Morris Phillip Smith

Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$410,147	-	-	0%	\$410,147
Staff Travel	\$4,968	-	-	0%	\$4,968
Non-Direct/Indirect	\$46,807	-	-	0%	\$46,807
Overhead	\$7,502	-	-	0%	\$7,502
Profit	\$36,000	-	-	0%	\$36,000
Total	\$ 505,424	\$ -	-	0%	\$ 505,424
Funding Source					
WIA Adult	\$252,712	-	-	0%	\$252,712
WIA Dislocated Worker	\$252,712	-	-	0%	\$252,712
Total Funding Sources	\$505,424	-	-	0%	\$505,424

Contractor Representative Date

EmployIndy Representative Date

ATTACHMENT B

Arbor Education & Training, LLC

**d/b/a ResCare Workforce Services
On-The-Job Training**

**ACCRUED EXPENDITURE REPORT
CONTRACT PERIOD: 07/01/2014 - 06/30/2016
BUDGET PERIOD: 7/1/2014 - 6/30/2015**

Contract No. S0109-WCF-14-WOI

Period Ending _____

CFDA No.	
WIA Adult	17.258
WIA Dislocated Worker	17.259
NEG OJT	
PowerTrain/TIF	
Contractor Name	ResCare
Address	9901 Linn Station Rd. 9002 Purdue Rd. 1213 N. Arlington
City, State, Zip Code	Louisville, KY 40233 Indianapolis, IN 46268 Indianapolis, IN 46219
Telephone Number:	
Fax Number:	
Contact Person:	Michael Hough Goldie Scales Philip Smith

Report due 6th working day of each month				
Category	Budget	Current Month Expense	Year to Date	Budget Balance
Direct Participant - OJT	\$ 265,000	-	-	\$ 265,000
Sub-Total	\$ 265,000	\$ -	-	\$ 265,000
Funding Source				
WIA Adult	\$ 25,000			\$ 25,000
NEG OJT	\$ 140,000			\$ 140,000
PowerTrain - TIF	\$ 100,000			\$ 100,000
Total	\$ 265,000.00	\$ -	\$ -	\$ 265,000.00

Contractor Representative _____

Date _____

EmployIndy Representative _____

Date _____

ATTACHMENT B

Arbor Education & Training, LLC

d/b/a ResCare Workforce Services

Workforce Training Fund (TIF)

ACCRUED EXPENDITURE REPORT

CONTRACT PERIOD: 07/01/2014 - 06/30/2016

BUDGET PERIOD: 7/1/2014 - 6/30/2015

Contract No. S0109-WCF-14-WOI

Period Ending _____

Contractor Name	ResCare		
Address	9901 Linn Station Rd.	9002 Purdue Rd.	1213 N. Arlington
City, State, Zip Code	Louisville, KY 40233	Indianapolis, IN 46268	Indianapolis, IN 46219
Telephone Number:			
Fax Number:			
Contact Person:	Michael Hough	Goldie Scales	Philip Smith

Report due 6th working day of each month				
Category	Budget	Current Month Expense	Year to Date	Budget Balance
Workforce Training Fund				
Personnel	\$ 129,000	-	-	\$ 129,000
Supplies	\$0	-	-	\$0
Training/Travel	\$0	-	-	\$0
Direct Participant	\$0	-	-	\$0
Overhead	\$0	-	-	\$0
Sub-Total	\$ 129,000	\$ -	-	\$ 129,000
Funding Source				
City of Indianapolis - TIF	\$ 129,000			\$ 129,000
Total	\$ 129,000.00	\$ -	\$ -	\$ 129,000.00

Contractor Representative _____

Date _____

EmployIndy Representative _____

Date _____

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-WOI

CONTRACTOR	CONTRACTING AGENT
Arbor Education & Training, LLC d/b/a ResCare Workforce Services 9901 Linn Station Road Louisville, KY 40223	Indianapolis Private Industry Council, Inc. d/b/a EmployIndy 115 West Washington Street, Suite 450 S Indianapolis, Indiana 46204
Modification Number: Two Contract Period: 07/01/2014 -06/30/2015	Description of Modification: <ul style="list-style-type: none">Increases funding in OJT, WIA Adult - \$40,000 & TIF/PowerTrain - \$200,000Increase overall budget for the period July 1, 2014 through June 30, 2015 to \$1,971,318.

1. On-The-Job Training Funds are increased from \$265,000 to \$505,000. The funds are added from WIA Adult - \$40,000 and TIF/PowerTrain - \$200,000.
2. The overall Budget for the contract is increased from \$1,731,318 to an amount not to exceed \$1,971,318.
3. All reimbursements for expenses must be submitted via the Accrued Expenditure Report. ATTACHMENT A.
4. All other matters previously agreed to and set forth in the original contract agreement are not affected by this modification and shall remain in full force and effect.

CONTRACT MODIFICATION SIGNATURES

IN WITNESS WHEREOF, Contracting Agent **EmployIndy** and Contractor (**ResCare**) by their respective officers thereunto duly authorized have executed this contract modification.

CONTRACTOR:

Arbor E & T, LLC
d/b/a ResCare Workforce Services



Michael Hough, Operating Officer

Date

2/15/15

CONTRACTING AGENT:

EmployIndy



Brooke Huntington, President & CEO

Date

2/17/15

ATTACHMENT A

Billing Procedures

Contract No. S0103-WCF-14-WOI, MOD 2

Period of Performance

July 1, 2014 through June 30, 2015

Total Cost

\$1,971,318.00

1. There will be four (4) AERs:

- Placement and Educational Recruiting
- Candidate Development
- On-the-job Training
- Indianapolis Workforce Training Program (TIF/PowerTrain)

2. The Report must be submitted to Eleena Morris, Account Services Coordinator at EmployIndy via e-mail, fax or the U.S. postal service.

Eleena Morris
Account Services Coordinator
EmployIndy
115 West Washington Street, Suite 450 S
Indianapolis, IN 46204

Phone: 317.684.2225
FAX: 317.639.0103
E-mail: emorris@employindy.org

3. Any questions regarding the submission of the Accrued Expenditure Report and this billing procedure can be directed to Eleena Morris.

4. AER's except for profit portion must be completed and received by the 6th working day of each month.

Profit AER will have a different due date that allows for accumulation of monthly performance.

ATTACHMENT A

Arbor Education & Training, LLC

**d/b/a ResCare Workforce Services
Placement & Recruiting WorkOne Services Contract
ACCRUED EXPENDITURE REPORT
CONTRACT PERIOD: 07/01/2014-06/30/2015**

Contract No. S0103-WCF-14-WOI

Period Ending _____

CFDA No.			
WIA Adult	17.258		
WIA Dislocated Worker	17.278		
Contractor Name	ResCare		
Address	9901 Lin Station Rd.	9002 Purdue Rd.	1213 N Arlington
City, State, Zip Code	Louisville, KY 40223	Indianapolis, IN 46268	Indianapolis, IN 46219
Telephone Number:	(317) 503-8448		
Fax Number:			
Contact Person:	Michael Hough	Goldie Scales	Phillip Smith

Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$698,330	-	-	0%	\$698,330
Staff Travel	\$7,832	-	-	0%	\$7,832
Non-Direct/Indirect	\$78,577	-	-	0%	\$78,577
Overhead	\$11,155	-	-	0%	\$11,155
Profit	\$36,000	-	-	0%	\$36,000
Total	\$ 831,894	\$ -	-	0%	\$ 831,894
Funding Source					
WIA Adult	\$415,947	-	-	0%	\$415,947
WIA Dislocated Worker	\$415,947	-	-	0%	\$415,947
Total Funding Sources	\$831,894	-	-	0%	\$831,894

Contractor Representative _____ Date _____

EmployIndy Representative _____ Date _____

ATTACHMENT A

Arbor Education & Training, LLC

**d/b/a ResCare Workforce Service
Candidate Development WorkOne Services Contract
ACCRUED EXPENDITURE REPORT
CONTRACT PERIOD: 07/01/2014-06/30/2015**

Contract No. S0103-WCF-14-WOI

Period Ending _____

CFDA No.			
WIA Adult	17.258		
WIA Dislocated Worker	17.278		
Contractor Name	ResCare		
Address	9901 Lin Station Rd.	9002 Purdue Rd.	1213 N Arlington
City, State, Zip Code	Louisville, KY 40223	Indianapolis, IN 46268	Indianapolis, IN 46219
Telephone Number:	(317) 503-8448		
Fax Number:			
Contact Person:	Michael Hough	Goldie Scales	Phillip Smith

Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$410,147	-	-	0%	\$410,147
Staff Travel	\$4,968	-	-	0%	\$4,968
Non-Direct/Indirect	\$46,807	-	-	0%	\$46,807
Overhead	\$7,502	-	-	0%	\$7,502
Profit	\$36,000	-	-	0%	\$36,000
Total	\$ 505,424	\$ -	-	0%	\$ 505,424
Funding Source					
WIA Adult	\$252,712	-	-	0%	\$252,712
WIA Dislocated Worker	\$252,712	-	-	0%	\$252,712
Total Funding Sources	\$505,424	-	-	0%	\$505,424

Contractor Representative _____ Date _____

EmployIndy Representative _____ Date _____

ATTACHMENT A

Arbor Education & Training, LLC

**d/b/a ResCare Workforce Service
On - the-Job Training Contract
ACCRUED EXPENDITURE REPORT
CONTRACT PERIOD: 07/01/2014-06/30/2015**

Contract No. S0103-WCF-14-WOI

Period Ending _____

CFDA No.	
WIA Adult	17.258
WIA Dislocated Worker	17.278
TIF/PowerTrain	N/A
NEG OJT	17.277
Contractor Name	ResCare
Address	9901 Lin Station Rd. 9002 Purdue Rd. 1213 N Arlington
City, State, Zip Code	Louisville, KY 40223 Indianapolis, IN 46268 Indianapolis, IN 46219
Telephone Number:	(317) 503-8448
Fax Number:	
Contact Person:	Michael Hough Goldie Scales Phillip Smith

Report due 6th working day of each month

Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
OJT	\$ 505,000	\$ -	\$ -	0%	\$ 505,000
Total	\$ 505,000	\$ -	\$ -	0%	\$ 505,000
Funding Source					
WIA Adult	\$65,000	-	-	0%	\$65,000
WIA Dislocated Worker	\$0	-	-	#DIV/0!	\$0
TIF/PowerTrain	\$300,000	-	-	0%	\$300,000
NEG OJT	\$140,000	-	-	0%	\$140,000
Total Funding Sources	\$505,000	-	-	0%	\$505,000

Contractor Representative	Date
EmployIndy Representative	Date

ATTACHMENT A

Arbor Education & Training, LLC

**d/b/a ResCare Workforce Service
Indianapolis Workforce Training Fund (TIF/PowerTrain)
ACCRUED EXPENDITURE REPORT
CONTRACT PERIOD: 07/01/2014-06/30/2015**

Contract No. S0103-WCF-14-WOI

Period Ending _____

CFDA No.			
Contractor Name	ResCare		
Address	9901 Lin Station Rd.	9002 Purdue Rd.	1213 N Arlington
City, State, Zip Code	Louisville, KY 40223	Indianapolis, IN 46268	Indianapolis, IN 46219
Telephone Number:	(317) 503-8448		
Fax Number:			
Contact Person:	Michael Hough	Goldie Scales	Phillip Smith

Report due 6th working day of each month

Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$ 129,000	-	-	0%	\$ 129,000
Staff Travel	\$ -	-	-	#DIV/0!	\$ -
Non-Direct/Indirect	\$ -	-	-	#DIV/0!	\$ -
Overhead	\$ -	-	-	#DIV/0!	\$ -
Profit	\$ -	-	-	#DIV/0!	\$ -
Total	\$ 129,000	\$ -	-	0%	\$ 129,000
Funding Source					
City of Indianapolis - TIF	\$129,000	-	-	0%	\$129,000
Total Funding Sources	\$129,000	-	-	0%	\$129,000

Contractor Representative	Date
EmployIndy Representative	Date

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-WOI

CONTRACTOR	CONTRACTING AGENT
Arbor Education & Training, LLC d/b/a ResCare Workforce Services 9901 Linn Station Road Louisville, KY 40223	Indianapolis Private Industry Council, Inc. d/b/a EmployIndy 115 West Washington Street, Suite 450 S. Indianapolis, IN 46204
Modification Number: Three Contract Period: 07/01/2015 – 12/31/2015	Description of Modification: <ul style="list-style-type: none">• Extends the end date for the contract to 12/31/2015.• Modifies the services to be performed by adding out-of-school youth services to the funding streams.• Creates a new budget addressing the new time period and changes to funding levels and founding sources.

1. The contract end date is extended from June 30, 2015 to **December 31, 2015**.
2. Changes the primary funding source from WIA to WIOA with associated eligibility changes.
3. Adds funding for WIOA out-of-school youth along with new budget amounts for WIOA Adult and Dislocated Worker. See budget on Attachment A.
4. All reimbursements for expenses must be submitted via the Accrued Expenditure Report (AER) Attachment B.
5. Provides revised Statement of Work. See Attachment C.
6. All other matters previously agreed to and set forth in the original contract agreement are not affected by this modification and shall remain in full force and effect.

CONTRACT MODIFICATION SIGNATURES

IN WITNESS WHEREOF, Contracting Agent EmployIndy and Contractor ResCare by their respective officers thereunto duly authorized have executed this contract modification.

CONTRACTOR:

Arbor E & T, LLC

d/b/a ResCare Workforce Services



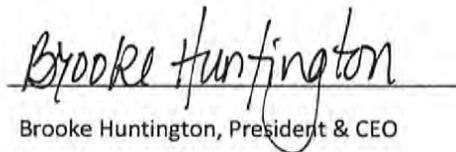
Michael Hough, Operating Officer President

7/20/15

Date

CONTRACTING AGENT:

EmployIndy



Brooke Huntington, President & CEO

7/21/15

Date

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-WOI

Attachment A

Budget for July 1, 2015 – December 31, 2015

There will be no carry over funding from the PY2014 budget. Funding from the pre-modification three budget (PY2014) may only be billed against for June 30, 2015 and previous months in that contracting period. With this modification the following budget will be the total amount of funding available for the time period starting on July 1, 2015 through December 31, 2015.

Category	Candidate Development Amount	Placement and Recruiting Amount	TIF - PowerTrain Amount	On-the-Job Training Amount	Total
Personnel	\$ 205,074	\$ 349,165	\$ 30,000	\$ -	\$ 584,239
Staff Travel	\$ 2,484	\$ 3,916	\$ -	\$ -	\$ 6,400
Direct Client OJT	\$ -	\$ -	\$ -	\$ 30,000	
Non-Direct/Indirect	\$ 23,404	\$ 39,289	\$ -	\$ -	\$ 62,693
Overhead	\$ 3,751	\$ 5,578	\$ -	\$ -	\$ 9,329
Profit	\$ 18,000	\$ 18,000	\$ -	\$ -	\$ 36,000
Total	\$ 252,713	\$ 415,947	\$ 30,000	\$ 30,000	\$ 728,660
Funding Source					
WIOA Adult	\$ 126,356	\$ 207,974	\$ -	\$ -	\$ 334,330
WIOA Dislocated Worker	\$ 94,767	\$ 155,980	\$ -	\$ -	\$ 250,747
NEG-OJT	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000
TIF - PowerTrain	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000
WIOA Out-of-School Youth	\$ 30,090	\$ 49,393	\$ -	\$ -	\$ 79,483
WIOA Youth Work Experience	\$ 1,500	\$ 2,600	\$ -	\$ -	\$ 4,100
Total	\$ 252,713	\$ 415,947	\$ 30,000	\$ 30,000	\$ 728,660

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-WOI

Attachment B

Accrued Expenditure Report

Billing Procedures

Period of Performance

July 1, 2015 through December 31, 2015

1. Accrued Expenditure Reports will be sent after full execution of contract. There will be two AERs – one for the mobile/virtual module and one for profit.
2. The reports must be submitted to Eleena Morris, Grant/Contract Services Accountant at EmployIndy via e-mail, fax or the U. S. postal service.

Eleena Morris
Grant/Contract Services Accountant
EmployIndy
115 W. Washington Street, Suite 450 S.
Indianapolis, IN 46204

Phone: 317.684.2241

FAX: 317.639.0103

E-Mail: emorris@employindy.org

3. Questions regarding the submission of the Accrued Expenditure Report and this billing procedure can be directed to Eleena Morris.
4. AER's except for profit portion must be completed and received by the 6th working day of each month.
5. Profit AER will have a different due date that allows for accumulation of monthly performance.

CONTRACT MODIFICATION SHEET
Contract No. S0103-WCF-14-WOI
Attachment B
Accrued Expenditure Report

ResCare Candidate Development ACCRUED EXPENDITURE REPORT					
CONTRACT PERIOD: 07/01/2015 - 12/31/2015					
CONTRACT NO: S0103-WCF-14-WOI					
Period Ending: _____					
CFDA No.					
WIOA Adult					
WIOA Dislocated Worker					
WIOA Out-of-School Youth					
Contractor Name:	ResCare				
Address:	9901 Linn Station Road	9002 Purdue Rd.	1213 N. Arlington		
City, State, Zip Code:	Louisville, KY 40223	Indianapolis, IN 46268	Indianapolis, IN 46219		
Telephone Number:	317.503.8448				
Fax Number:					
Contact Person:	Michael Hough	Kevin McCauley	Phillip Smith		
Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$ 205,074		\$ -	0.0%	\$ 205,074
Staff Travel	\$ 2,484		\$ -	0.0%	\$ 2,484
Non-Direct	\$ 23,404		\$ -	0.0%	\$ 23,404
Overhead	\$ 3,751		\$ -	0.0%	\$ 3,751
Profit	\$ 18,000		\$ -	0.0%	\$ 18,000
Total	\$ 252,713		\$ -	0.0%	\$ 252,713
Funding Source					
WIOA Adult	\$ 126,356		\$ -	0.0%	\$ 126,356
WIOA Dislocated Worker	\$ 94,767		\$ -	0.0%	\$ 94,767
WIOA Out-of-School Youth	\$ 30,090		\$ -	0.0%	\$ 30,090
WIOA Youth Work Experience	\$ 1,500		\$ -	0.0%	\$ 1,500
Total Funding Sources	\$ 252,713		\$ -	0.0%	\$ 252,713
Contractor Representative					Date
IPIC Representative					Date

CONTRACT MODIFICATION SHEET
Contract No. S0103-WCF-14-WOI
Attachment B
Accrued Expenditure Report

ResCare					
Placement & Recruiting					
ACCRUED EXPENDITURE REPORT					
CONTRACT PERIOD: 07/01/2015 - 12/31/2015					
CONTRACT NO: S0103-WCF-14-WOI					
Period Ending: _____					
CFDA No.					
WIOA Adult					
WIOA Dislocated Worker					
WIOA Out-of-School Youth					
Contractor Name: ResCare					
Address: 9901 Linn Station Road 9002 Purdue Rd. 1213 N. Arlington					
City, State, Zip Code: Louisville, KY 40223 Indianapolis, IN 46268 Indianapolis, IN 46219					
Telephone Number: 317.503.8448					
Fax Number:					
Contact Person: Michael Hough Kevin McCalley Phillip Smith					
Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$ 349,165		\$ -	0.0%	\$ 349,165
Staff Travel	\$ 3,916		\$ -	0.0%	\$ 3,916
Non-Direct	\$ 39,289		\$ -	0.0%	\$ 39,289
Overhead	\$ 5,578		\$ -	0.0%	\$ 5,578
Profit	\$ 18,000		\$ -	0.0%	\$ 18,000
Total	\$ 415,947		\$ -	0.0%	\$ 415,947
Funding Source					
WIOA Adult	\$ 207,974		\$ -	0.0%	\$ 207,974
WIOA Dislocated Worker	\$ 155,980		\$ -	0.0%	\$ 155,980
WIOA Out-of-School Youth	\$ 49,393		\$ -	0.0%	\$ 49,393
WIOA Youth Work Experience	\$ 2,600		\$ -	0.0%	\$ 2,600
Total Funding Sources	\$ 415,947		\$ -	0.0%	\$ 415,947
Contractor Representative				Date	
IPIC Representative				Date	

CONTRACT MODIFICATION SHEET
Contract No. S0103-WCF-14-WOI
Attachment B
Accrued Expenditure Report

ResCare					
Indianapolis Workforce Training Fund (TIF/PowerTrain)					
ACCRUED EXPENDITURE REPORT					
CONTRACT PERIOD: 07/01/2015 - 12/31/2015					
CONTRACT NO: S0103-WCF-14-WOI					
Period Ending: _____					
CFDA No.					
TIF/PowerTrain	N/A				
Contractor Name:	ResCare				
Address:	9901 Linn Station Road	9002 Purdue Rd.	1213 N. Arlington		
City, State, Zip Code:	Louisville, KY 40223	Indianapolis, IN 46268	Indianapolis, IN 46219		
Telephone Number:					317.503.8448
Fax Number:					
Contact Person:	Michael Hough	Kevin McCauley	Phillip Smith		
Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Personnel	\$ 30,000		\$ -	0.0%	\$ 30,000
Funding Source					
TIFF	\$ 30,000		\$ -	0.0%	\$ 30,000
Total Funding Sources	\$ 30,000		\$ -	0.0%	\$ 30,000
Contractor Representative				Date	
IPIC Representative				Date	

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-WOI

Attachment C

Statement of Work & Planned Outcomes & Performance

The Statement of Work and Planned Outcomes & Performance for this modification remains the same as the original contract Statement of Work with the following exceptions.

- The section titled "Gold Standard Evaluation" is deleted.
- Funding for TIF – PowerTrain is limited to personnel cost needed to complete the serving participants that are in TIF funded initiatives.
- Any reference to WIA is changed to WIOA (Workforce Innovation and Opportunity Act). In addition, changes to eligibility, terminology, federal/state performance outcomes and service provision will be in accordance with WIOA in lieu of WIA.
- WIOA Out-of-School Youth funding is added to the contract. As such contractor will be responsible for out-of-school youth eligibility, service provision and federal/state performance in accordance with WIOA.
- WIOA Youth programs require a 20% (minimum) work experience expenditure. As such, contractor will be responsible for tracking youth work experience expenditures including staff time spent in setting up youth work experiences and in overseeing the work experience. Youth work experience is defined in WIOA legislation and proposed rule as well as what activities can be charged to youth work experiences.
- Performance Metrics Charts for July through December of 2015 are on the following page.

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-WOI

Attachment C

Statement of Work & Planned Outcomes & Performance

ResCare July 1, 2015 - December 31, 2015 Performance Metrics									
			July	August	September	October	November	December	Roll-Up
Client Placements	70.0%	#of all clients placed from the physical offices	150	150	150	150	150	150	900
	\$ 25,200	Tier 1 Incentive	190	190	190	190	190	190	1140
		Tier 2 Incentive	230	230	230	230	230	230	2040
		Base 1%	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 12,000
		Tier 1 Incentive \$	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 18,000
		Tier 2 Incentive \$	\$ 4,200	\$ 4,200	\$ 4,200	\$ 4,200	\$ 4,200	\$ 4,200	\$ 25,200
		Actual Performance							
		Actual Incentive Achieved							
			July	August	September	October	November	December	Roll-Up
Credentials	30.0%	#of all training that obtain a credential from the physical offices	43	43	43	43	43	43	258
	\$ 10,800	Tier 1 Incentive	53	53	53	53	53	53	318
		Tier 2 Incentive	64	64	64	64	64	64	384
		Base 1%	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 4,800
		Tier 1 Incentive \$	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200
		Tier 2 Incentive \$	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 10,800
		Actual Performance							
		Actual Incentive Achieved							
		Total Incentive Available	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 36,000
		Total Incentive Achieved							

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-WOI

CONTRACTOR	CONTRACTING AGENT
Arbor E &T, LLC d/b/a ResCare Workforce Services 9901 Linn Station Road Louisville, KY 40223	Indianapolis Private Industry Council Inc. d/b/a EmployIndy 115 West Washington St., Suite 450 S Indianapolis, IN 46204
Modification Number: Four Contract period: 6-1-15 to 6-30-15	Description of the Modification: To shift funds from Dislocated Worker to Adult Funds for June 2015

1. The costs are allocated based on customers served (Adult vs Dislocated Worker). This is the same cost allocation strategy we have used since 2008.
2. We received the current customers served report and updated our contract to date expenditures to calculate the variance (as reflected in the request).
3. Requesting the modification to move funds from dislocated worker to adult based on the actual cost of operating the program under this cost allocation strategy.
4. Move \$71,000 from Dislocated Worker Fund to Adult Funds (original amount of the contract has not changed).

CONTRACT MODIFICATION SIGNATURES

IN WITNESS WHEREOF, Contracting Agent **EmployIndy** and Contractor (**ResCare**) by their respective officers hereunto duly authorized, have executed this contract medication.

CONTRACTOR:

Arbor E &T, LLC
d/b/a ResCare Workforce Services



Michael Hough, Operating Officer

Date

7/17/15

CONTRACTING AGENT:

EmployIndy



Brooke Huntington, President & CEO

Date

7/21/15

CONTRACT MODIFICATION SHEET

Contract No. S0103-WCF-14-W01

CONTRACTOR	CONTRACTING AGENT
Arbor E &T, LLC d/b/a ResCare Workforce Services 9901 Linn Station Road Louisville, KY 40223	Indianapolis Private Industry Council Inc. d/b/a EmployIndy 115 West Washington St., Suite 450 S Indianapolis, IN 46204
Modification Number: Five Contract period: 7-1-14 to 6-30-16	Description of the Modification: To shift funds to cover overage expenses

1. AD-CD move \$49.32 to AD-CD Overhead from AD-CD Profit
AD-CD move \$92.53 to AD-CD Staff Travel from AD-CD Profit
2. DW-CD move \$5715.40 to DW-CD Personnel from DW-CD Profit
DW-CD move \$231.32 to DW-CD Overhead from DW-CD Profit
DW-CD move \$288.44 to DW-CD Staff Travel from OOS Youth-CD Profit
DW-CD move \$898.47 to DW-CD Non-Direct/Indirect from OOS Youth-CD Profit
3. WIOA PR move \$1197.99 to WIOA-PR Staff Travel from WIOA-PR Personnel
WIOA PR move \$3996.80 to WIOA-PR Non-Direct/Indirect from WIOA-PR Personnel
WIOA PR move \$1057.39 to WIOA-PR Overhead from WIOA-PR Personnel
4. DW-PR move \$11,441.66 to DW-PR Personnel from OOS Youth-RP Personnel
DW-PR move \$846.38 to DW-PR Staff Travel from OOS Youth-RP Personnel
DW-PR move \$5126.78 to DW-PR Non-Direct/Indirect from OOS Youth-RP Personnel
DW-PR move \$961.63 to DW-PR Overhead from OOS Youth-RP Personnel
5. All other matters previously agreed to and set forth in the original contract agreement are not affected by this modification and shall remain in full force and effect.

CONTRACT MODIFICATION SIGNATURES

IN WITNESS WHEREOF, Contracting Agent **EmployIndy** and Contractor (**ResCare**) by their respective officers hereunto duly authorized, have executed this contract medication.

CONTRACTOR:

Arbor E &T, LLC
d/b/a ResCare Workforce Services

CONTRACTING AGENT:

EmployIndy



Michael Hough, Operating Officer



Nicole Thompson, President & CEO

2/10/16

Date

1-30-16

Date

RESCARE RECONCILIATION
7/1/15 to 12/31/15

WIOA CD

AD-CD	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
Personnel	\$ 102,536.59	\$ 10,253.66	\$ 112,790.25	\$ 108,833.61	\$ 3,956.64
Staff Travel	\$ 1,242.00	\$ 124.20	\$ 1,366.20	\$ 1,366.20	\$ -
Non-Direct/Indirect	\$ 11,701.95	\$ 1,170.20	\$ 12,872.15	\$ 12,635.15	\$ 237.00
Overhead	\$ 1,875.49	\$ 187.55	\$ 2,063.04	\$ 2,063.04	\$ -
Profit	\$ 8,999.96	\$ 900.00	\$ 9,899.96	\$ 1,553.40	\$ 8,346.56
Total	\$ 126,355.99	\$ 12,635.60	\$ 138,991.59	\$ 126,451.40	\$ 12,540.19

Unpaid Billing Nov & Dec 15
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

* moved \$92.53 to AD
* moved \$49.32 to AD

DW-CD	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
Personnel	\$ 76,902.45	\$ 7,690.25	\$ 84,592.70	\$ 84,592.69	\$ 0.01
Staff Travel	\$ 931.50	\$ 93.15	\$ 1,024.65	\$ 1,024.65	\$ -
Non-Direct/Indirect	\$ 8,776.47	\$ 877.65	\$ 9,654.12	\$ 9,654.12	\$ -
Overhead	\$ 1,406.62	\$ 140.66	\$ 1,547.28	\$ 1,547.28	\$ -
Profit	\$ 6,749.97	\$ 675.00	\$ 7,424.97	\$ 1,401.90	\$ 6,023.07
Total	\$ 94,767.01	\$ 9,476.70	\$ 104,243.71	\$ 98,220.64	\$ 6,023.07

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* moved \$5715.40 to C
* moved \$288.44 to D1
* moved \$898.47 to D1
* moved \$231.32 to D1

OOS Youth -CD	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
Personnel	\$ 24,417.73	\$ 2,441.77	\$ 26,859.50	\$ 2,341.38	\$ 24,518.12
Staff Travel	\$ 295.76	\$ 29.58	\$ 325.34	\$ 52.83	\$ 272.51
Non-Direct/Indirect	\$ 2,786.66	\$ 278.67	\$ 3,065.33	\$ 282.66	\$ 2,782.67
Overhead	\$ 446.62	\$ 44.66	\$ 491.28	\$ 51.39	\$ 439.89
Profit	\$ 2,143.22	\$ 214.32	\$ 2,357.54	\$ 44.70	\$ 1,125.93
Total	\$ 30,089.99	\$ 3,009.00	\$ 33,098.99	\$ 2,772.96	\$ 30,326.03

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\$ -
\$ -

Youth Work EX-CD	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
Personnel	\$ 1,217.23	\$ 121.72	\$ 1,338.95	\$ -	\$ 1,338.95
Staff Travel	\$ 14.74	\$ 1.47	\$ 16.21	\$ -	\$ 16.21
Non-Direct/Indirect	\$ 138.92	\$ 13.89	\$ 152.81	\$ -	\$ 152.81
Overhead	\$ 22.26	\$ 2.23	\$ 24.49	\$ -	\$ 24.49
Profit	\$ 106.85	\$ 10.69	\$ 117.54	\$ -	\$ 117.54
Total	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ 1,650.00

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\$ -

WIOA PR

AD-PR	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
Personnel	\$ 174,582.50	\$ 17,458.25	\$ 192,040.75	\$ 184,686.97	\$ 7,353.78
Staff Travel	\$ 1,958.00	\$ 195.80	\$ 2,153.80	\$ 2,399.18	\$ -
Non-Direct/Indirect	\$ 19,644.50	\$ 1,964.45	\$ 21,608.95	\$ 21,608.95	\$ -
Overhead	\$ 2,789.00	\$ 278.90	\$ 3,067.90	\$ 3,067.90	\$ -
Profit	\$ 9,000.00	\$ 900.00	\$ 9,900.00	\$ 1,553.40	\$ 8,346.60
Total	\$ 207,974.00	\$ 20,797.40	\$ 228,771.40	\$ 213,316.40	\$ 15,455.00

\$ -
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\$ -

* moved \$1197.99 to C
* moved \$3996.80 to C
* moved \$1057.39 to C

DW-PR	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
Personnel	\$ 130,936.46	\$ 13,093.65	\$ 144,030.11	\$ 144,030.11	\$ -
Staff Travel	\$ 1,468.50	\$ 146.85	\$ 1,615.35	\$ 2,109.64	\$ -
Non-Direct/Indirect	\$ 14,733.33	\$ 1,473.33	\$ 16,206.66	\$ 16,397.81	\$ -
Overhead	\$ 2,091.74	\$ 209.17	\$ 2,300.91	\$ 2,507.73	\$ -
Profit	\$ 6,749.98	\$ 675.00	\$ 7,424.98	\$ 1,401.90	\$ 6,023.08
Total	\$ 155,980.01	\$ 15,598.00	\$ 171,578.01	\$ 166,447.19	\$ 5,130.82

\$ -
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\$ -

* moved \$11,441.66 to C
* moved \$846.38 to D1
* moved \$5126.78 to C
* moved \$961.63 to D1

OOS YOUTH-RP	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
Personnel	\$ 41,462.65	\$ 4,146.27	\$ 45,608.92	\$ 4,578.65	\$ 41,030.27
Staff Travel	\$ 465.02	\$ 46.50	\$ 511.52	\$ 94.61	\$ 416.91
Non-Direct/Indirect	\$ 4,665.49	\$ 466.55	\$ 5,132.04	\$ 609.46	\$ 4,522.58
Overhead	\$ 662.38	\$ 66.24	\$ 728.62	\$ 102.52	\$ 626.10
Profit	\$ 2,137.46	\$ 213.75	\$ 2,351.21	\$ 44.70	\$ 2,306.51
Total	\$ 49,393.00	\$ 4,939.30	\$ 54,332.30	\$ 5,429.94	\$ 48,902.36

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\$ -

Youth Work EX-RP	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
Personnel	\$ 2,182.55	\$ 218.26	\$ 2,400.81	\$ -	\$ 2,400.81
Staff Travel	\$ 24.48	\$ 2.45	\$ 26.93	\$ -	\$ 26.93
Non-Direct/Indirect	\$ 245.59	\$ 24.56	\$ 270.15	\$ -	\$ 270.15
Overhead	\$ 34.87	\$ 3.49	\$ 38.36	\$ -	\$ 38.36
Profit	\$ 112.51	\$ 11.25	\$ 123.76	\$ -	\$ 123.76
Total	\$ 2,600.00	\$ 260.00	\$ 2,860.00	\$ -	\$ 2,860.00

\$ -
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\$ -

TIFF Personnel	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	\$ 27,920.13	\$ 5,079.87
Total	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	\$ 27,920.13	\$ 5,079.87

\$ -
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NEG OJT	Budget	10% Allowed	Total Availavle	Total Expensed	Remaing Balance
	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	\$ 1,050.00	\$ 31,950.00
Total	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	\$ 1,050.00	\$ 31,950.00

\$ -
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\$ -

\$ 728,660.00	\$ 72,866.00	\$ 801,526.00	\$ 641,608.66	\$ 159,917.34	\$ -
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**CONTRACT FOR THE PROVISION OF:
WorkOne Office Service Delivery Team and
Work Based Learning Team Services
CONTRACT No. S0103-WCF-16-WOI**

This Contract ("Contract") entered into by and between **Indianapolis Private Industry Council, Inc. d/b/a EmployIndy** (hereinafter EmployIndy) and **Arbor, E&T, LLC d/b/a ResCare Workforce Services** (hereinafter the "Contractor") and the terms and conditions set forth herein. Funding for reimbursement for this contract comes from a grant provided by the U. S. Department of Labor ("USDOL") Grant # **CI-5-WIB-4-39**. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1) **Purpose of the Contract:** This Contract Agreement 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. The purpose of this Contract Agreement is to provide the terms under which Contractor will provide services as described in Statement of Work Attachment A. Funds are made available pursuant to a grant awarded to Employ Indy by the U.S. Department of Labor.
- 2) **Term:** The term of this Contract shall begin on January 1, 2016 (the "Starting Date") and end on June 30, 2017 (the "Expiration Date"). The period of performance and budget shall commence on January 1, 2016 and continue through June 30, 2016.

The contract may be extended for a period not to exceed ONE YEAR upon a determination by EmployIndy in its discretion that performance has been acceptable, that funding is available and that the extension is in EmployIndy's best interests. In no event shall payments be made for work done or services performed prior to the Start Date or after the Expiration Date. The Contractor may request in writing that the Expiration Date only of this Contract be extended. Such request may be approved in writing by EmployIndy in its discretion. If the Expiration Date is extended, all other provisions of this Contract shall remain in full force and effect unless specifically modified.

- 3) **Attachments:** The items below are attached to and incorporated into this Contract.
 - a) Project Work Statement
 - b) Planned Outcomes & Performance(s)
 - c) Accrued Expenditure Report(s)
 - d) Billing Procedures
 - e) Applicable Statutes and Assurances
 - f) Drug Free Workplace Assurance
 - g) Assurance Regarding Debarment Suspension, Ineligibility & Voluntary Exclusion
 - h) Assurance Regarding Lobbying for Grants & Cooperative Agreements
 - i) Signature Validation Sheet
 - j) Workforce Investment Act Grievance Procedures
- 4) **Budget:** The Project Budget & Planned Outcomes schedule is attached hereto and incorporated fully herein (the "Accrued Expenditure Report"). Maximum payment, on a cost reimbursement basis, is limited to the lesser of (a) or (b):
 - (a) **\$1,101,828.00** as specified in the Cost Reimbursable portion of the 6 Month Budget

**CONTRACT FOR THE PROVISION OF:
WorkOne Office Service Delivery Team and
Work Based Learning Team Services
CONTRACT No. S0103-WCF-16-WOI**

- (b) The actual cost of performing the Project described in this Contract and the Project Statement including the cost for performance budget that is earned.
- 5) **Performance:** The Project Statement attached and made part of this Agreement identifies the services and deliverables to be provided under this Contract Agreement. EmployIndy will notify Contractor if there are concerns with performance in writing and provide at least thirty (30) days' notice before modifying obligated contract budget amounts.
- 6) **Design and Implementation of Project/Assurances:** The Contractor shall be responsible for the implementation of the Project, as described in the Project Statement and in accordance with the terms and conditions of this Contract. In this regard, Contractor makes the following assurances:
- i) The Contractor shall modify the Project Statement as directed by EmployIndy in the event statutes or regulations require such modification; and
 - ii) The Contractor shall comply with all applicable policies and directives issued by the Department of Labor, State of Indiana ("State") and EmployIndy and
 - iii) 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 EmployIndy and received from separate funding sources; and
 - iv) The Contractor shall participate in all mandatory technical assistance sessions sponsored and/or provided by EmployIndy.
- 7) **Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor 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.
- 8) **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 seven (7) years from the final Expiration Date of this Contract. If an audit is started prior to the expiration of the seven (7) year period, the records shall be retained until the audit findings involving the records have been resolved and final action taken. All program participant files are the property of EmployIndy. Should the Contract entered into by and between EmployIndy and the Contractor be cancelled or not renewed, the Contractor shall forward all files containing original documentation to EmployIndy within ten (10) business days of written notice of contract cancellation and/or the end of the contract.
- 9) **Monitoring and Compliance:** EmployIndy shall have the right to monitor the Contractor's compliance with the terms and conditions of the Contract including all applicable statutes, regulations, directives and mandates. The Contractor shall provide EmployIndy with 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, and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract. The Contractor will be responsible for on-site

**CONTRACT FOR THE PROVISION OF:
WorkOne Office Service Delivery Team and
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monitoring of any employee, subcontractor or other service provider engaged by Contractor as provided herein with respect to Contractor's obligations and of any sub-recipient of any funding provided to Contractor pursuant to this Contract. The Contractor shall provide EmployIndy, and U. S. Department of Labor access to all documents, forms, reports or any other records pertaining to the implementation of this Contract during the term of the contract and/or after the expiration date as may be reasonably necessary to monitor compliance with the Contract.

- 10) **Audits:** The Contractor shall produce all accounting books, bills, vouchers, documentation and records relating to this Contract to the auditor(s) selected by the Contractor to audit this Contract. Any such auditor shall be independent, experienced and capable of performing such audits and otherwise acceptable to EmployIndy. The Contractor shall submit the auditor's report to EmployIndy within the earlier of 30 days after receipt of the auditor's report, or nine (9) months after the end of the audit period. The Contractor will be responsible for selecting the auditor(s) to audit any sub-recipient. EmployIndy will retain responsibility for audit resolution. EmployIndy has the right in its discretion to conduct its own audits (with an auditor selected by EmployIndy) with respect to Contractor or any other recipient of the funding provided to Contractor pursuant to this Contract, and Contractor shall cooperate with EmployIndy in connection with such audit as reasonably requested by EmployIndy or such auditor.
- 11) **Authority to Bind Contractor:** This Contract must be signed by the chief executive officer, president, superintendent, owner, or partner of the Contractor's organization or his/her designee. If a designee signs this Contract, the Contractor must file a letter with EmployIndy from the CEO, president, superintendent, owner or partner, or a corporate resolution, or a copy of corporate bylaws authorizing that individual (by name and by title) to sign contracts. Notwithstanding anything in this Contract to the contrary, 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 approval from the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed.
- 12) **Payment of Contract Funds by EmployIndy:** The payment of Contract funds by EmployIndy to the Contractor shall be made in accordance with and subject to the following schedule and conditions:
- i) This Contract must be fully executed.
 - ii) No funds that are transferred under this Contract 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 without (i) a written financial contract between the Contractor and that person and (ii) compliance with the provisions of this Contract regarding EmployIndy's right to approve subcontractors. This sub-contractor shall reserve the right of the Contractor not to honor request for payments received more than 60 days after the Expiration Date.
 - iii) All payments by EmployIndy to the Contractor for services rendered pursuant to this Contract shall be made on an accrual (reimbursement) basis and shall be accompanied with financial reports that are required by EmployIndy. No cost shall be accrued prior to the starting date of this Contract.
 - iv) EmployIndy reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. EmployIndy also reserves the right to withhold final payment until agency-required reports are received and accepted.
 - v) Failure to complete the Project and expend the funds in accordance with this Contract may be considered a material breach of this Contract and shall entitle EmployIndy to impose sanctions against the Contractor including, but not limited to, suspension of all contract programs until such time as all material breaches are cured to EmployIndy's satisfaction. Sanctions may also include repayment of all funds expended for activities not

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identified in the scope of the Project Statement or the Budget. The remedies described in this subparagraph are in addition to any other remedies EmployIndy may have at law or equity.

- vi) EmployIndy's obligations are subject to (i) receipt of funding from the sources identified in Section 1 of this Contract, and (ii) satisfactory performance of Contractor's obligations under this Contract on a timely basis.
 - vii) Contractor's rights to payment for any services or obligations that are subject to a subcontract are conditioned upon compliance with the procedures for approval of subcontractors set forth in this Contract.
- 13) **Compliance with Laws:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or 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 regulations thereunder after execution of this Contract shall be reviewed by EmployIndy and the Contractor to determine whether the provisions of the Contract require formal modification.
- 14) **Conflict of Interest:** No member, official, or employee of the Contractor shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly interested. No officer, employee or agent nor any member of their family, shall financially benefit from the activities of any program participant or applicant. EmployIndy may cancel this Contract without recourse by the Contractor if it is determined any conflict of interest exists.
- 15) **Employment Eligibility Verification:** The subcontractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.
- The subcontractor affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The subcontractor agrees to provide documentation to the EmployIndy that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Subcontractor is not required to participate if the Subcontractor is self-employed and does not employ any employees.
- EmployIndy may terminate for default if the Subcontractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the EmployIndy.
- 16) **Confidentiality:** 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.
- 17) **Funding Cancellation:** When EmployIndy makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, this Contract shall be canceled. A determination by EmployIndy that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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- 18) **General Assurances and Certifications:** The Contractor certifies that in connection with the activities undertaken pursuant to this Contract:
- (a) No funds made available under this Contract shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
 - (b) 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.
 - (c) 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.
 - (d) It is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.
- 19) **Governing Laws:** This Contract shall be construed in accordance with and governed by the laws of the state of Indiana without regard to its conflict of law principles and suit, if any, must be brought in the state of Indiana. The Contractor agrees that the sole venue for any action arising out of this Contract is the U.S. District Court having jurisdiction over Indianapolis, Indiana or any state court sitting in Marion County, Indiana or any contiguous counties, consents to the jurisdiction of such courts and waives any objection to such jurisdiction and venue.
- 20) **Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless EmployIndy and its agents, officers, and employees from all losses, damages, claims, settlements and suits, including court costs, attorneys' fees, and other expenses caused by or arising out of any act or omission of the Contractor or its employees, agents or subcontractors, if any. EmployIndy shall have the right to participate at its own expense in any defense or settlement of any such claim at its discretion and with counsel of its choosing. EmployIndy shall not provide such indemnification to the Contractor. If Contractor is a department, division or agency of the state, the above indemnification provision is inapplicable.
- 21) **Independent Contractor:** Both parties hereto, in the performance of this Contract, 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.
- 22) **Insurance and Bonding:**
- (a) Contractor shall secure and keep in force during the term of this Contract, 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 the Contractor's performance under this Contract, Contractor shall, at its sole cost and expense, provide:

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- (i) 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 \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate;
- (ii) errors and omissions coverage (including an identity theft endorsement) with minimum limits of \$1,000,000 per claim and \$5,000,000 in aggregate;
- (iii) fidelity crime insurance coverage covering employee dishonesty of \$1,000,000 per occurrence or loss and in the aggregate;
- (iv) employment practice coverage of \$1,000,000 per claim and in the aggregate. This coverage shall include Third Party coverage;
- (v) worker's compensation coverage consistent with the laws of the State of Indiana.

(b) All insurance required hereunder shall be with a responsible carrier acceptable to EmployIndy, shall name EmployIndy as an additional insured, and shall also contain a provision for at least ten (10) days' notice to EmployIndy of cancellation. Contractor shall provide EmployIndy with a Certificate in such form as is acceptable to EmployIndy evidencing such insurance prior to the release of any Contract funds. Failure to maintain such insurance shall result in the termination of this Contract.

(c) If 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.

- 23) **Licensing Standards:** Contractor, its employees and any subcontractors shall comply with all applicable licensing, certification or accrediting standards and any other laws and regulations governing the services to be provided pursuant to this Contract. If licensure, certification or accreditation expires or is revoked, Contractor shall immediately notify EmployIndy.
- 24) **Minority Business Enterprise:** EmployIndy has established a goal of 5% participation by minority business in contracts. The Contractor is encouraged to make a good faith effort to sub-contract with minority business.
- 25) **Modification:** EmployIndy and the Contractor shall modify or extend this Contract consistent with applicable law and U S Department of Labor policy. Such modification or extension shall be made by mutual written agreement of the parties and subsequent approval by all appropriate state officials or their designees. EmployIndy and the Contractor further agree that either party shall be able to suggest system and administrative changes, notwithstanding any other provision of this Contract, in the following manner:
- (a) By written agreement, signed by EmployIndy and the Contractor, for any such change to this Contract that does not affect the period of performance, price, and scope of work, budget or other provisions of this Contract.
 - (b) The Contractor covenants that, while it is authorized to make budget adjustments within cost categories so long as the adjusted cost category amount continues to meet any maximum/minimum limitations, it will submit a letter modification to this Contract if the adjustment to a cost category is (+) or (-) 10% of the amount budgeted.
- 26) **Notices:** Whenever any notice, statement or other communication shall be sent to EmployIndy or Contractor, it shall be in writing and sent to the following addresses, unless otherwise specifically advised.

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- A. Notices to EmployIndy shall be sent to:
*Nicole Thompson, President and CEO
EmployIndy
115 W. Washington Street
Suite 450 South
Indianapolis, Indiana 46204*
- B. Notices to the Contractor shall be sent to:
*Michael Hough, President
Arbor, E&T, LLC d/b/a ResCare Workforce Services
9901 Linn Station Road
Louisville, KY 40223*
- C. All notices, requests, approvals, consents and other communications required or permitted under this Agreement should be in writing and shall be deemed to have been duly given:

Such notices shall be deemed to have been duly given: (i) if delivered personally, then on the date received, (ii) if a Party has provided a facsimile number for delivery of notice and notice is so delivered, then on the date received or if received after the recipient's close of business on such day, then on the next Business Day, (iii) if delivered by overnight courier, then on the next Business Day after deposit with the courier service absent persuasive evidence of the failure of delivery thereof on such date and then on the day of delivery indicated by such evidence, and (iv) if mailed, then four (4) Business Days after mailing if sent by U.S. registered or certified mail.

- 28) **Order of Precedence:** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) Exhibits prepared by EmployIndy, and (3) Exhibits prepared by the Contractor.
- 29) **Penalties, Interest and Attorney Fees:** EmployIndy will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees.
- 30) **Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of EmployIndy upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars. As a result, Contractor shall ensure that all such property is clearly marked as such.
- 31) **Repayment:** The Contractor is 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 EmployIndy, 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, EmployIndy, or the obligee.

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- 32) **Taxes:** EmployIndy is exempt from state, federal and local taxes. EmployIndy will not be responsible for any taxes levied on the Contractor as a result of this Contract.
- 33) **Termination for Cause:** EmployIndy may terminate this Contract or withhold payments for a material violation of a term or condition of this Contract, immediately 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 as reasonably determined by EmployIndy.
 - b) Reasonable determination by EmployIndy that the successful performance of this Contract is improbable or infeasible.
 - c) Termination or suspension of availability of federal funds for the performance of this Contract as reasonably determined by EmployIndy.
 - 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 as reasonably determined by EmployIndy.
 - f) Failure to take proper corrective action in a timely manner as determined by EmployIndy.
- 34) **Termination for Convenience:** Either party may terminate this Contract for any reason or no reason, at any time upon delivery of written notice by certified mail to the other party at least sixty (60) calendar days prior to the effective date of termination. In such event, Contractor will cooperate with EmployIndy as EmployIndy may reasonably request to assure an orderly wind-down or transition of the services provided pursuant to this Contract, including a continuation of such services on the terms of this Contract beyond such sixty-day notice period if reasonably required for such orderly transition.
- 35) **Complete Agreement:** This Contract, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.
- 36) **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury that he/she is the 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 firm, company, corporation or partnership represented by him/her, 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 hereof.
- 37) **Intellectual Property Rights.** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated

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through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to EmployIndy and all such materials will be the property of EmployIndy.

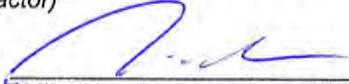
- 38) **Public Information:** The Contractor shall identify EmployIndy as a funding source of this training program in any information made public concerning this program and shall use the following language: "Funded by the Indianapolis Private Industry Council, the Workforce Investment Board for Marion County through a grant from the U.S. Department of Labor." The format in which information is made public may include, but not be limited to, media releases, pamphlets, flyers, brochures, op-ed, and letters to the editor, other opinion pieces, and videos. Early in the development process of any of these, the Contractor shall submit a draft for approval by EmployIndy.
- 39) **Subcontractors:** If the Contractor desires to utilize any third party ("subcontractor") to perform any of Contractor's obligations under this Contract, then (i) Contractor shall give EmployIndy notice of such desire, which notice shall identify the proposed subcontractor, describe the tasks to be performed by such subcontractor and provide a description of the proposed subcontractor's qualifications to perform such tasks, (ii) EmployIndy shall have the right to approve such subcontractor and shall give Contractor prompt notice of EmployIndy's approval or rejection of such proposed subcontractor, (iii) if such subcontractor is approved, the subcontract shall include express provisions requiring the subcontractor to agree to the undertakings and assurances contemplated or required by this Contract (including those in the Attachments to this Contract) or otherwise reasonably requested by EmployIndy, (iv) if EmployIndy does not approve of such subcontractor, EmployIndy will give notice to Contractor of the reasons (if any) for such rejection and will cooperate with Contractor to resolve any objections or to find an alternate provider for such services, (v) EmployIndy will be a third party beneficiary of any agreement between Contractor and such subcontractor, (vi) EmployIndy shall have the right to require Contractor to replace any subcontractor that EmployIndy has reasonably determined is not performing the tasks to be performed by such subcontractor or has determined in EmployIndy's discretion that removal is in the best interests of EmployIndy, and (vii) in any event, Contractor remains fully responsible for performance of all of its obligations under this Contract, including any performance by any subcontractor.
- 40) **Dispute Resolution:** The parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the parties employ reasonable and informal means to resolve any dispute under this Contract prior to invoking a remedy provided elsewhere in this Contract. The parties will use their reasonable best efforts to resolve disputes arising under this Contract at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute between the parties cannot be resolved in the normal course of business, a senior executive of the party initiating this dispute resolution process will notify a senior executive of the other party in writing of the dispute, specifying the disputed issues. Thereafter, such executives, or their designated representatives, as applicable, will use their reasonable best efforts to resolve the dispute within seven (7) business days of submission by a party to the others of such a dispute notice (or such longer time as the parties may agree). If such executives or, as applicable, designated representatives are unable to resolve the dispute within such period, the parties shall then be entitled to pursue any remedies as are available to the respective party.

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The parties, having read and understanding the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Arbor, E&T, LLC
d/b/a ResCare Workforce Services
(Contractor)

BY 

Mike Hough, Operations Officer

DATE 1/27/15

EmployIndy

BY 

Nicole Thompson, President and CEO
Boyle Erwin, Board Chair

DATE 2-9-16

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Attachment A

Project Work Statement

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

This scope of work covers Module 1, WorkOne Office Service Delivery Team and Module 2, Work Based Learning Team. These modules will work in cooperation with Module 3 WorkOne Mobile Team and Module 4, Special Workforce Projects Team to provide seamless workforce services to the employers and citizens of Marion County. All WorkOne Indianapolis Modules will be under the functional direction of EmployIndy serving as the one stop operator.

Staffing

Quality staffing is a cornerstone to a successful WorkOne system. The quality of the staff, the development of the staff and the direction given to staff are all critical components to a successful WorkOne Indianapolis system. As such, the following conditions related to staffing will exist.

- Employ Indy will reserve the right to participate in the staff hiring interview process and to make recommendations on all contractor staff hiring and promotions. The ultimate responsibility for all contractors' hiring resides with the contractor.
- All staff that are in any way involved with the WorkOne Indianapolis system will have full criminal background checks prior to the start of work. Employ Indy will develop policy to provide contractor guidance related to the use of background checks for the hiring process.
- All staffing levels will have minimum credential requirements. A joint management team consisting of EmployIndy and contractor representatives led by Employ Indy will set the hiring standards.
- All staff will have continuing education requirements. A minimum of 20 work hours per staff person per year must be dedicated to continuing education. A joint management team consisting of Employ Indy and contractor representatives led by Employ Indy will create a list of acceptable continuing education and the contractor will build such continuing education and credentialing requirements into employees' performance reviews.
- Staff training will include, but not be limited to: Contractor provided training as outlined in proposal, WorkOne sponsored training provided through staff enrichment and other appropriate Indiana Department of Workforce Development or U.S. Department of Labor sponsored training.

Product Delivery

ResCare will implement utilization of ResCare Academy and GED Academy with clients in the WorkOne system. ResCare at Your Service (RAYS) customer service model will be fully implemented into the WorkOne culture. RAYS training will be available to WorkOne staff and partners. Additional ResCare proprietary tools such as ResCare WORCS, Project CEO and ResCare Talent Market will be made available to WorkOne system as requested.

Purpose

Meet or exceed the employer needs and EmployIndy metrics when matching employers with talent. Document the skills and credentials for Marion County's high growth industries and fill the talent pipeline with candidates who

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have those skills and credentials. Additionally, staff will connect candidates to secondary education, postsecondary education and training for occupational skills.

System Role

The WorkOne Office Service Delivery Team will work to identify, develop, and place qualified candidates. This will also be a coordinated effort with the Business Solutions Team for specific high growth sectors. All hiring projects will be evaluated and managed by the Work Based Learning module.

The objective for the Office Service Delivery Team is to identify, recruit, develop and skill market clients. This team will also work to maximize the number of Marion County job seekers that receive occupational skills. The occupational training will be targeted to high growth industries and occupations as defined and/or identified by EmployIndy. When appropriate, the Office Service Delivery Team will also work with Marion County job seekers on adult basic education, GED preparation programs, computer literacy programs and other prevocational training as appropriate. Training projects may also include incumbent worker training and on-the-job training (coordinated by The Business Solutions team and the Work Based Learning Team).

It is expected that Talent Development Staff will initially be dedicated by either Placement function or Credentials function, however it is understood that Staff will engage in both functions as appropriate. The targeted sectors are Healthcare and Life Sciences, Advanced Manufacturing/Logistics, and Technology Industries.

Talent Development-is responsible for assessing individual career interests, identifying transferrable skills, providing basic employment counseling, and establishing an individual employment plan. Additionally, clients may engage in workshops to strengthen basic job readiness including resume development, interviewing skills, networking, and financial planning amongst others.

Primary Responsibilities

- Work in coordination with the management and staff in the other modules to maximize the overall objectives of WorkOne Indianapolis, while meeting the Placement and Credential goals
- Ensure that all candidates are eligible for the placement services being provided and enroll in the appropriate programs
- Provide appropriate case management services to candidates that prepares them to properly engage employers and record those services in the case management system
- Develop candidate job getting skills such as interviewing, resume writing, job search, and "dress for success"
- Record placement services in the Employ Indy approved systems, such as, but not limited to Indiana Career Connect (ICC), Track One (case management system), and the Virtual WorkOne
- Skill market clients for placement and recruiting projects from the Work Based Learning Team Locate job orders in ICC especially from employers in high growth industries, and work them skill market clients
- Recruit talent for the high growth industries
 - Actively recruit candidates with talents that specific growth industries need
 - Create a "talent pipeline database" of candidates with talents that growth industries need
- Refer candidates in need of occupational skills or training to Educational Talent Development Specialists
- Provide appropriate case management services to candidates as they relate to educational planning, career counseling, etc. and record those services in the case management system
- Provide recommendations on new training providers to EmployIndy for demand occupations
- Connect candidates:
 - Locate and identify candidates that are ready for, interested in and in need of upgrading their skill set for Marion County growth industries
 - Ensure candidates provide documentation of certifications, degrees and other credentials earned

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- Counsel candidates on career and educational opportunities and the required skills and credentials
- Develop career, education and financial plans with candidates
- Connect to appropriate educational and skill building programs
- Refer candidates in need of services such as job search skills, interviewing practice, resume writing, etc. to Customer Solution tools as appropriate.
- Refer appropriate candidates to the Work Base Learning team as appropriate for inclusion in OJT opportunities.

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Attachment B

Planned Outcomes & Performance

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

The following charts provide monthly goals for performance and the metrics for the distribution of the profit contained in the contract. All profit in the contract will be paid on a pay-for-performance basis. The payout will be structured based on three performance levels - Base Incentive Metrics, Tier 1 Incentive Metrics, and Tier 2 Incentive Metrics.

Pay-for-Performance Metrics for **Arbor, E&T, LLC d/b/a ResCare Workforce Services** shows the base level, tier 1 level and tier 2 level performance targets for each of the Mobile and Special Projects performance metrics. The chart also shows the associated payouts for meeting monthly targets and for meeting annual (total/roll up) targets.

Incentive payments will be paid on a monthly basis when the service provider meets the base, tier 1 or tier 2 targets. The dollar amount associated with each level will be the amount earned/paid. The dollar amounts associated with each level are inclusive of the amounts in the lower performance levels.

For example, the payment amount associated with a tier 2 incentive amount would be the total paid for meeting that level of performance. Employ Indy would not pay the base incentive, the tier 1 and also the tier 2. Only the tier 2 incentive amount would be paid.

As stated, the incentive would be paid monthly based on performance for that particular month. However, the Total/Roll up column would allow the service provider to catch up if they met an annual performance target.

As an example, if the service provider met the tier 2 level every month except one and if they met performance for the total program year at the tier two level, Employ Indy would pay a rollup incentive bonus that in this case would pay the difference between what was paid for that low performing month and the tier 2 amount for that month. The calculation for the Roll up incentive is as follows:

For each key performance indicator, the annual performance maximum incentive amount minus the sum of all monthly incentive payments **equals** the roll up incentive payment. This calculated roll up incentive payment would be the rollup amount Employ Indy would pay for meeting annual performance. It is possible under some scenarios for the rollup incentive payment amount to be a negative number. If this happens the negative number will be considered as a zero. The roll up calculation will not result in the service provider owing incentive payments back.

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Attachment B

Planned Outcomes & Performance

Period of Performance

January 1, 2016 through June 30, 2016

Total Cost

\$1,101,828.00

PY2015-PY2016 Pay for Performance Information - Mod 1

Metric #1 - Exit to Employment Participant count is based off successful exits from WIOA programs into unsubsidized employment at a full time hourly wage of \$13.50 or higher at time of exit.				Metric #2 - Obtainment of Credential Credential count is based off successful attainment of credentials (core credential only) from successfully completed training programs.			
	Count	Potential Monthly Payment	Potential Contract Payment		Count	Potential Monthly Payment	Potential Contract Payment
Below Base	<60	\$0	\$0	Below Base	<20	\$0	\$0
Base	60	\$850	\$15,300	Base	20	\$510	\$9,180
Tier 1	80	\$1,850	\$33,300	Tier 1	30	\$1,210	\$21,780
Tier 2	100	\$2,850	\$51,300	Tier 2	40	\$1,710	\$30,780
Metric #3 - Total System Goals This metric is attained through the work of all modules towards the common goals established through WIOA as identified by EmployIndy, DWD, and DOL							
	Placement in industry of training	Credential on Successful Completion	VW1 and Customer Solutions Utilization				
Goal	75%	75%	90%				
Attain 1	\$1,140						
Attain 2	\$1,500						
Attain 3	\$2,000						

**CONTRACT FOR THE PROVISION OF:
WorkOne Office Service Delivery Team and
Work Based Learning Team Services**

CONTRACT No. S0103-WCF-16-WOI

Attachment B

Planned Outcomes & Performance

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

PY2015-PY2016 Pay for Performance Information - Mod 2

Metric #1 - 28 Day Check-Ins				Metric #2 - Successful Completions			
Percentage of participants engaged in WBL that that receive a 28 day check-in during the month.				Percentage of participants that successfully complete a WBL during the month.			
	Count	Potential Monthly Payment	Potential Contract Payment		Count	Potential Monthly Payment	Potential Contract Payment
Below Base	<75%	\$0	\$0	Below Base	<75%	\$0	\$0
Base	75%	\$180	\$3,240	Base	75%	\$180	\$3,240
Tier 1	85%	\$380	\$6,840	Tier 1	85%	\$380	\$6,840
Tier 2	95%	\$580	\$10,440	Tier 2	95%	\$580	\$10,440
Metric #3 - Total System Goals							
This metric is attained through the work of all modules towards the common goals established through WIOA as identified by EmployIndy, DWD, and DOL							
	Placement in industry of training	Credential on Successful Completion	VW1 and Customer Solutions Utilization				
Goal	75%	75%	90%				
Attain 1	\$137						
Attain 2	\$500						
Attain 3	\$1,000						

**CONTRACT FOR THE PROVISION OF:
WorkOne Office Service Delivery Team and
Work Based Learning Team Services**

CONTRACT No. S0103-WCF-16-WOI

Attachment B

Planned Outcomes & Performance

Period of Performance

January 1, 2016 through June 30, 2016

Total Cost

\$1,101,828.00

ResCare PY2015-PY2016 Performance Metrics - Module 1

Exit to Employment	50%	# of participants successfully exited into employment	PY2015												PY2016							
			January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
			Actual Performance																			
Performance Level																						
Payment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Placements		0																				
Average per Month																						
Total Incentives		\$0																				

Credentials Obtained	30%	# of participants obtaining credential after successful training completion	PY2015												PY2016							
			January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
			Actual Performance																			
Performance Level																						
Payment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Credentials		0																				
Average per Month																						
Total Incentives		\$0																				

System Metric	20%	# of participants obtaining credential after successful training completion	PY2015												PY2016							
			January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
			Actual Performance																			
Performance Level																						
Payment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Average per Month																						
Total Incentives		\$0																				
Average Incentive																						

Totals	100%	Summary of Incentives	PY2015												PY2016							
			January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
			Potential Incentives	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Incentives Attained																						
Average per Month		#DVI/01																				
Total Incentives		\$0																				
% of Max Incentive																						

**CONTRACT FOR THE PROVISION OF:
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Attachment B

Planned Outcomes & Performance

Period of Performance

January 1, 2016 through June 30, 2016

Total Cost

\$1,101,828.00

		ResCare PY2015-PY2016 Performance Metrics - Module 2																				
		PY2015						PY2016														
% 28 Day Check-ins	40%	% of active WBL participants with a monthly check-in	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
			Actual Performance	1%	2%	3%	3%	5%														
			Performance Level	Below Base																		
			Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Total Placements	0.14																			
		Average per Month	0																			
		Total Incentives	\$0																			
% Successful Completions	40%	% of participants that successfully complete a WBL	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
			Actual Performance																			
			Performance Level																			
			Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Total Credentials	0																			
		Average per Month	0																			
		Total Incentives	\$0																			
System Metric	20%	Incentive payment based off attainment of 1, 2, or 3 of the system metrics	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
			Actual Performance																			
			Performance Level																			
			Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Average per Month																				
		Total Incentives	\$0																			
		Average Incentive																				
Totals	100%	Summary of Incentives	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
			Potential Incentives	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	
			Incentives Attained																			
			Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Average per Month	#DIV/0!																			
		Total Incentives	\$0																			
		% of Max Incentive																				

**CONTRACT FOR THE PROVISION OF:
WorkOne Office Service Delivery Team and
Work Based Learning Team Services**

CONTRACT No. S0103-WCF-16-WOI

Attachment C

Accrued Expenditure Report

Period of Performance

January 1, 2016 through June 30, 2016

Total Cost

\$1,101,828.00

**ResCare
WorkOne and Express Contract
Accrued Expenditure Report
Performance Period January 1, 2016 to June 30, 2016
Contract # - WorkOne Office Service Delivery Team**

**Invoice #
Period**

Contractor Name	ResCare		
Address	9901 Linn Station Rd	9002 Purdue Rd	1213 N Arlington
City, State, Zip Code	Louisville, KY 40223	Indianapolis, IN 46268	Indianapolis, IN 46219
Telephone Number	317.390.8642	317.220.9121	317.503.8448
Contact Person	Michelle Day	Kevin McCauley	Phillip Smith

Report due 6th workday of each month

Program Costs	Budget	Current Month	CYTD Charges	% of Budget	Balance
Personnel Costs	632,048.00		0.00	0.00%	632,048.00
OH/ Admin Costs	10,597.00		0.00	0.00%	10,597.00
Staff Dev / Travel	8,022.00		0.00	0.00%	8,022.00
Non-direct Costs	70,118.00		0.00	0.00%	70,118.00
				0.00%	0.00
				0.00%	0.00
				0.00%	0.00
				0.00%	0.00
				0.00%	0.00
				0.00%	0.00
Profit (Performance Fees)	39,360.00		0.00	0.00%	39,360.00
Total Program Costs	760,145.00	0.00	0.00	0.00%	760,145.00

Direct Client Costs	Budget	Current Month	CYTD Charges	% of Budget	Balance
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
Total Direct Client	0.00	0.00	0.00		0.00
Total Funding	760,145.00	0.00	0.00	0.00%	760,145.00

Funding Streams	%	Budget	Current Month	CYTD Charges	% of Budget	Balance
Adult	51%	390,198.00	0.00	0.00	0.00%	390,198.00
Dislocated Worker	29%	221,968.00	0.00	0.00	0.00%	221,968.00
Out of School Youth	19%	147,979.00	0.00	0.00	0.00%	147,979.00
Youth Work Experience	0%	0.00	0.00	0.00	0.00%	0.00
					0.00%	0.00
					0.00%	0.00
					0.00%	0.00
					0.00%	0.00
					0.00%	0.00
Totals		760,145.00	0.00	0.00	0.00%	760,145.00

Contractor Representative _____ Date _____

EmployIndy Representative _____ Date _____

**CONTRACT FOR THE PROVISION OF:
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CONTRACT NO. S0103-WCF-16-WOI

Attachment C

Accrued Expenditure Report

Period of Performance

January 1, 2016 through June 30, 2016

Total Cost

\$1,101,828.00

ResCare						
WorkOne and Express Contract						
Accrued Expenditure Report						
Performance Period January 1, 2016 to June 30, 2016						
Contract # - Work-Based Learning Team						
Invoice #						
Period						
Contractor Name	ResCare					
Address	9901 Linn Station Rd 9002 Purdue Rd 1213 N Arlington					
City, State, Zip Code	Louisville, KY 40223 Indianapolis, IN 46268 Indianapolis, IN 46219					
Telephone Number	317.390.8642 317.220.9121 317.503.8448					
Contact Person	Michelle Day Kevin McCauley Phillip Smith					
Report due 6th workday of each month						
Program Costs	Budget	Current Month	CYTD Charges	% of Budget	Balance	
Personnel Costs	114,721.00		0.00	0.00%	114,721.00	
OH / Admin Costs	2,018.00		0.00	0.00%	2,018.00	
Staff Dev / Travel	1,528.00		0.00	0.00%	1,528.00	
Non-direct Costs	13,356.00		0.00	0.00%	13,356.00	
				0.00%	0.00	
				0.00%	0.00	
				0.00%	0.00	
				0.00%	0.00	
				0.00%	0.00	
				0.00%	0.00	
Profit (Performance Fees)	10,060.00		0.00	0.00%	10,060.00	
Total Program Costs	141,683.00	0.00	0.00	0.00%	141,683.00	
Direct Client Costs - Work-Based Learning						
Adult	50,000.00		0.00		50,000.00	
Dislocated Worker	50,000.00		0.00		50,000.00	
Youth Work Experience	100,000.00		0.00		100,000.00	
					0.00	
					0.00	
					0.00	
Total Direct Client	200,000.00	0.00	0.00		200,000.00	
Total Funding	341,683.00	0.00	0.00	0.00%	341,683.00	
Funding Streams						
	%					
Adult	28%	94,542.00	0.00	0.00	0.00%	94,542.00
Dislocated Worker	20%	69,900.00	0.00	0.00	0.00%	69,900.00
Youth Work Experience	52%	177,241.00	0.00	0.00	0.00%	177,241.00
					0.00%	0.00
					0.00%	0.00
					0.00%	0.00
					0.00%	0.00
					0.00%	0.00
					0.00%	0.00
Totals		341,683.00	0.00	0.00	0.00%	341,683.00

Contractor Representative _____
Employing Representative _____

Date _____
Date _____

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Attachment D

Billing Procedures

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

1. Accrued Expenditure Reports will be sent after full execution of the contract. There will be two (2) AERs:
 - WorkOne Office Delivery
 - Work-Based Learning
2. The Report must be submitted to Eleena Morse, Grant/Contract Services Accountant at EmployIndy via e-mail, fax or the U.S. postal service.

Eleena Morse
EmployIndy
115 W. Washington Street, Suite 450S
Indianapolis, IN 46204
Ph: 317.684.2225
FAX: 317.639.0103
E-mail: emorse@employindy.org
3. Any questions regarding the submission of the Accrued Expenditure Report and this billing procedure can be directed to Eleena Morse.
4. The attached Accrued Expenditure Report must be completed by the 6th working day of each month.

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Attachment E

Applicable Statutes and Assurances

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

1. Applicable Statutes and Regulations

- (a) PL 105-200 Workforce Investment Act of 1998;
- (b) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 18 et seq., Federal Fair Labor Standard Act; and
- (d) Indianapolis Private Industry Council policies and procedures.

2. Assurances

- (a) The Sub-Grantee agrees to comply with the Uniform Conflict of Interest Standards for WIBs issued by the State, which by reference is incorporated herein.
- (b) The Sub-Grantee will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIA and agrees to educate all staff members on the requirements of this statutory provision.
- (c) The Sub-Grantee 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.
- (d) The Sub-Grantee assures service providers will be selected in a manner consistent with applicable law and State policy and that documentation supporting the procurement will be kept for review.
- (e) The Sub-Grantee assures that no funds will be used for services described in any modification to the approved local workforce investment plan unless the workforce investment board and chief elected officials adhere to Sec. 118 of the WIA and all State policies and directives regarding modification of the plan, which policies and directives are hereby incorporated by reference.
- (f) The Sub-Grantee agrees to comply with the provision of veteran's preference consistent with applicable law and description of preference procedures contained in the local Workforce Investment Plan, which policies and directives are hereby incorporated by reference.
- (g) The Sub-Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully

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admitted immigrant authorized to work in the United States or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Americans with Disabilities Act of 1990 makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also outlaws discrimination against individuals with disabilities in State and local government services, public accommodations, transportation and telecommunications;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1973, as amended, which prohibits discrimination of age, and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Sub-Grantee also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Sub-Grantee's operation of the WIA Title 1 financially assisted program or activity, and to all agreements the Sub-Grantee makes to carry out the WIA Title 1 financially assisted program or activity. The Sub-Grantee understands that the United States has the right to seek enforcement of this assurance.

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Attachment F

Drug Free Workplace Assurance

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

(Drug-Free Workplace Act of 1988, 45 CFR Part, Subpart F)

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to EmployIndy within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Contractor's or any subcontractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract Agreement and/or debarment of contract opportunities with IPIC 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 Agreement is expressly subject to the terms, conditions and representations of the following Certification:

The Sub-Grantee assures that it will be a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The sub-grantee'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 employees for drug abuse violations occurring in the workplace;
- (c) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

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- (e) Notifying EmployIndy within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2) with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approves for such purposes be a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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Attachment G

Assurance Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

The Sub-Grantee, a recipient of Federal assistance funds under this agreement, assures that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or EmployIndy. The term "principal" for purposes of this Contract Agreement is defined as 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 Sub-Grantee.

This assurance is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR part 98, Section 98.510, Participants responsibilities.

By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below.

1. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Sub-Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL), the State of Indiana or IPIC may pursue available remedies, including suspension and/or debarment.
2. The Sub-Grantee assures that it will provide immediate written notice to IPIC if at any time the Sub-Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
4. The Sub-Grantee agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The Sub-Grantee further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.

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7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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Attachment H

Assurance Regarding Lobbying for Grants and Cooperative Agreements

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

Pursuant to USC Section 1352, Title 31 of the U.S. Code and any regulations promulgated thereunder, Sub-Grantee hereby assures and certifies that, to the best of his or her knowledge and belief, that:

1. By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below. This assurance is material representation of fact upon which reliance was placed when this transaction was made or entered into.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-Grantee shall complete and submit Standard Form L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The Sub-Grantee shall require that the language of this assurance be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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Work Based Learning Team Services**

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Attachment I

Signature Validation Sheet

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

CONTRACTOR: Arbor, E&T, LLC d/b/a ResCare Workforce Services
Contract Period: 1/1/2016 through 6/30/2017
Address: 9901 Linn Station Road
Louisville, KY 40223

Under the provision of this contract the following persons are authorized to sign official documents.

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

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Attachment J

Workforce Investment Act Grievance Procedures

Period of Performance	January 1, 2016 through June 30, 2016
Total Cost	\$1,101,828.00

A staff person, an applicant for a Workforce Investment Act program, a participant enrolled in a Workforce Investment Act program, or a sub-recipient of Workforce Investment Act funds has the right to file a complaint in the event he/she believes that one of the following has occurred:

- (1) There has been a violation of the Workforce Investment Act, the regulations arising thereunder or any other contract under the Workforce Investment Act (General Complaint);
- (2) That he/she has been the subject of discrimination, other than handicapped discrimination (Discrimination Complaint);
- (3) That he/she has been the subject of discrimination based on handicap, (Handicapped Discrimination Complaint); or
- (4) That there has been criminal activity (Criminal Complaint).

The procedures for filing and resolving such complaints are set forth below:

GENERAL COMPLAINT

I. Step One: Informal Resolution

- A. The person with the complaint, called the Complainant, must first speak with his/her Supervisor or Agency Contact concerning the complaint.
- B. If the Complainant is not satisfied after talking to his/her Supervisor or Agency Contact, the Complainant may file a written complaint. Such complaint must be addressed to:

Manager of Procurement
EmployIndy
115 W. Washington Street, Suite 450S
Indianapolis, IN 46204
 1. All complaints must be filed in writing.
 2. The complaint may be delivered to the Manager, Grants & Contracts in person or by certified mail.
 3. Written complaints must state the facts of the case, the names of those involved and must be dated and signed by the Complainant. The failure to provide the required information will result in the complaint not being further processed until such time as all information has been provided. The Manager, Grants & Contracts will advise the Complainant if required information is missing from the complaint.

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4. Forms and needed assistance can be obtained from the Manager, Grants & Contracts.
- C. Within ten (10) days of receipt of the written complaint by the Manager, Grants & Contracts the complaint will be investigated and informal resolution discussed.
1. The Manager, Grants & Contracts will speak with both the Complainant and Respondent and suggest possible solutions to the complaint.
 2. If a solution is reached at this step of the Procedure, the Complainant and the Respondent will be required to sign a written statement setting forth the terms of the settlement. The complaint will then be closed.
 3. If a solution is not reached, the Complainant will be informed in writing of his/her right to a hearing, the procedure for requesting such a hearing and the procedural rights regarding the hearing process.
- D. The ten (10) day time limit set forth above, as well as any other time limit contained herein, may be extended by mutual contract of the parties. Such extensions shall be in writing and shall be signed by both the Complainant and Respondent.

II. Step Two: Hearing

- A. In the event the complaint is not resolved in Step One, the Complainant may request a formal hearing. Such request shall be in writing, addressed to:
- Manager of Procurement
EmployIndy
115 W. Washington Street, Suite 450S
Indianapolis, IN 46204
- And filed with the Manager, Grants & Contracts within fifteen (15) days of the receipt of the written complaint, or five (5) days after the completion of the informal procedures if the time limit for such procedure has previously been extended by contract of the parties. Indiana Department of Workforce Development will be informed of all complaints reaching this level.
1. The Manager, Grants & Contracts will be responsible for contacting a Hearing Officer and providing him/her with any materials requested.
 2. The written request for a formal hearing is separate from the initial written complaint.
 3. If the Complainant does not submit a written request for hearing within the time limits set forth above and an extension of the time for filing such request has not been agreed upon in writing by both parties, the complaint will be closed.
- B. Within thirty (30) days after receipt of the written complaint or within fifteen (15) days of completion of the informal resolution process (in the event the time limits have been previously extended), a hearing will be held provided that such a hearing has been requested by the Complainant as set forth in paragraph II(A) above.
1. Hearings shall be conducted by an impartial hearing officer. In order to meet requirements of impartiality, individuals selected as hearing officers may have neither

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direct nor indirect involvement with the ordinary application, operation and/or administration of the recipient's Workforce Investment Act program.

2. The hearing officer will send written notice of the hearing to the Complainant and the Respondent stating the date, time and place of the hearing. The written notice will also state:
 - a. the name of the Hearing Officer,
 - b. the issue to be decided, and
 - c. the manner in which the hearing will be conducted.
 3. The hearing will be held at a location reasonably accessible to all parties.
 4. The Complainant will have the opportunity to withdraw the request for hearing at any time before the scheduled hearing. Such withdrawal shall be in writing and signed by the Complainant. The complaint will then be considered closed.
 5. Both the Complainant and the Respondent shall be entitled to request rescheduling of the hearing for reasonable cause. If granted by the hearing officer or mutually agreed upon by the parties, a written statement waiving the set time limits for holding the hearing will be signed by both parties and a mutually agreeable date set for such hearing.
 6. At the hearing, both parties shall be entitled to be represented by Counsel or other representative of their respective choice. Each party will bear its own costs.
 7. With regard to verbal testimony and documentary evidence, each party will be given the opportunity to bring witnesses, present documentary evidence, and to have records or documents relevant to the issues produced when those records and/or documents are kept by/for the recipient, or its sub-recipients, in the ordinary conduct of business. Such requests for the production of records and documents shall be in writing, specific in nature, and signed by the Complainant.
 8. A verbatim record of the hearing shall be made and maintained. Either party may request a copy of such record. All costs of preparing the requested copy of the record shall be borne by and the sole responsibility of the party requesting the same.
- C. Within forty-five (45) days of the written complaint being received, or fifteen (15) days after the hearing is held (if the time limits have been previously extended), the Hearing Officer will prepare and submit a written decision on each complaint to all parties. The written decision will include:
1. a synopsis of the facts
 2. a statement of conclusions
 3. a statement of remedies to be applied, if any, and
 4. a statement that the Marion County Workforce Investment Board (WIB) will review the hearing decision and render a written decision.
- D. The Marion County WIB will review the decision of the Hearing Officer and issue a final and binding decision based on the facts of the case which could amend, agree or disagree with the hearing officer's decision. All parties involved will be notified of the decision within sixty (60) days of the date on which the complaint is received, or fifteen (15) days after the hearing officer's decision is rendered (if the time limits have been previously extended).

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- E. The final decision at the Marion County WIB level will be in writing and mailed to both parties via certified mail.

III. Step Three: Appeal

- A. In the event either party is not satisfied with the final decision rendered by the Marion County WIB, they may file a written appeal to the Governor of the State of Indiana within ten (10) days of the date on which the Marion County WIB's final decision is rendered, or 70 days from receipt of the complaint (if time limits have not been previously extended).
- B. Said right to appeal to the Governor of the State of Indiana shall also arise whenever:
 - 1. The Marion County WIB fails to provide the final written decision at the Marion County WIB level within sixty (60) days of the receipt of the written complaint, or fifteen (15) days after the hearing decision is rendered, if time limits have been altered through written agreements of the parties at any stage of the proceedings; or
 - 2. Any of the time limits set forth above have not been met and extensions of time for such limits have not been agreed upon by the parties.
- C. The appeal must be submitted in writing to:
Indiana Department of Workforce Development
Program Compliance & Review
10 N. Senate, 2nd Floor
Indianapolis, IN 46204

And shall specifically set forth any and all bases for appeal.
- D. The Governor shall issue a final written decision within ninety (90) days of the complaint filing date or within thirty (30) days of the date of receipt of the written appeal.
- E. No further appeal is permitted. The decision of the Governor is final, unless the Governor has not issued the final decision within thirty (30) days of receipt of the written appeal. Then, written appeal should be filed with:

Regional Administrator
Employment and Training Administration
230 South Dearborn Street
Chicago, Illinois 60604

Or to the:

Secretary of Labor
U. S. Department of Labor
Washington, D.C. 20210

IV. Miscellaneous

The Complainant may withdraw his/her complaint at any stage of the Complaint Procedure with the result that the complaint will be considered closed. The Complainant will be required to sign a written statement documenting the withdrawal of the complaint.

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The identity of any person who has furnished information relating to or assisting in an investigation of a possible violation of the Workforce Investment Act shall be kept confidential to the extent possible.

Any person may use other available remedies in addition to the Workforce Investment Act Complaint Procedure when the alleged violation is also a violation of another federal, state or local law and/or collective bargaining contract.

Employ[★]Indy

Defining Success. Driving Growth.

Arbor E&T, LLC d/b/a ResCare Workforce Services (RWS)

Contact: Michelle Day

Phone: 812-390-8642

Email: michelleday@rescare.com

RWS Combined Modules 1&2 18 month Budget

Line Item Categories	Transition	18 months Jan 1, 2016 to June 30, 2017	Module 1	Module 2
Personnel		\$ 2,240,312	\$ 1,896,148	\$ 344,164
Occupancy		\$ -	\$ -	\$ -
Furniture and Equipment		\$ -	\$ -	\$ -
Staff Travel		\$ 28,650	\$ 24,066	\$ 4,584
Direct Participant		\$ -	\$ -	\$ -
Non Direct		\$ 250,424	\$ 210,356	\$ 40,068
Overhead (limited to 5% of total budget for each program year)		\$ 37,849	\$ 31,793	\$ 6,056
Profit (this category is limited to For-Profit organizations)		\$ 127,862	\$ 107,404	\$ 20,458
Total	\$ -	\$ 2,685,097	\$ 2,269,767	\$ 415,329

ResCare Workforce Services Combined Modules 1&2 18 month Budget

Personnel				
Description of Item / Basis of Calculation:	Transition	18 months	Module 1	Module 2
Project Director	-	124,541	\$ 104,614	\$ 19,926
Operations Manager	-	141,000	\$ 70,500.00	\$ 70,500.00
Operations Supervisor (Team Leads)	-	184,500	\$ 184,500.00	\$ -
Quality Assurance Manager	-	61,500	\$ 61,500.00	\$ -
Business Solutions Consultant	-	57,165	\$ 48,018.60	\$ 9,146.40
Outreach Specialist	-	57,165	\$ 48,018.60	\$ 9,146.40
Talent Engagement Specialist	-	225,000	\$ 189,000.00	\$ 36,000.00
Talent Development Specialist	-	857,475	\$ 743,145.00	\$ 114,330.00
Customer Service Representative	-	42,120	\$ 35,380.80	\$ 6,739.20
Quality Assurance Analyst	-	57,165	\$ 48,018.60	\$ 9,146.40
Incentives	-	14,741	\$ 12,382.05	\$ 2,358.49
Fringe Benefits	-	417,941	351,070	66,871

Salaries for Project Director (84% Module 1, 16% Module 2), 2 Operations Managers (1 at 100% Module 1, 1 at 100% Module 2), 3 Operations Supervisors (100% Module 1), 1 Quality Assurance Manager (100% Module 1), 1 Business Solutions Consultant (84% Module 1, 16% Module 2), 1 Outreach Specialist (84% Module 1, 16% Module 2), 4 Talent Engagement Specialists (3 at 100% Module 1, 1 at 36% Module 1, 64% Module 2), 15 Talent Development Specialists (13 at 100% Module 1, 2 at 100% Module 2), 1 Customer Service Representative (84% Module 1, 16% Module 2), and 1 Quality Assurance Analyst (84% Module 1, 16% Module 2). **Incentives** are staff incentives for performance, split 84% for Module 1, 16% for Module 2. **Fringe Benefits** includes FICA, Medicare, Medical Insurance, Unemployment Taxes, Worker's Compensation, and 401k. Fringe Benefit rates is approximately 22.93% of employee salaries.

Occupancy				
Description of Item / Basis of Calculation:	Transition	18 months	Module 1	Module 2
No additional space is proposed.				

Furniture and Equipment				
Description of Item / Basis of Calculation:	Transition	18 months	Module 1	Module 2
No additional Furniture and Equipment is proposed.				

Staff Travel				
Description of Item / Basis of Calculation:	Transition	18 months	Module 1	Module 2
1. Mileage		23,805	\$ 19,996	\$ 3,809
2. Out of Town				
a. Lodging (Hotel Costs)		1,860	\$ 1,562	\$ 298
b. Meals (Per Diem)		360	\$ 302	\$ 58
c. Airfare		975	\$ 819	\$ 156
3. Training		1,650	\$ 1,386	\$ 264

Mileage Cost includes local staff travel in the course of conducting business such as meetings, training, or employer visits throughout the service delivery area. Also included are estimated costs for out-of-area travel to attend meetings, trainings, and conferences. Staff travel is split 84% for Module 1, 16% for Module 2. **Training** for staff is calculated at \$1,650 total, split 84% for Module 1, 16% for Module 2.

**CONTRACT FOR THE PROVISION
OF EMPLOYMENT AND TRAINING SERVICES
INCLUDING PLACEMENT AND RECRUITING UNDER
YOUTH EMPLOYMENT SERVICES**

Contract No. S1805-LE-16-CV

This Contract ("Contract") is entered into effective as of January 4, 2016, by and between **Indianapolis Private Industry Council, Inc. d/b/a EmployIndy** (hereinafter "EmployIndy") and **River Valley Resources** (hereinafter the "Contractor") and is executed pursuant 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) **Purpose of the Contract:** This Contract shall be used exclusively in accordance with the provisions contained in this Contract, and in the applicable federal and state statutes, rules and regulations. The purpose of this Contract is to implement the employment and training programs and/or services described in the Work Statement, attached hereto, and incorporated fully herein (the "Project" or the "Project Statement"). The funding source(s) to support this Contract are funds made available pursuant to the Youth Employment Services grant awarded to EmployIndy by the Lilly Endowment, Inc. and are to be used for individuals **enrolled in the YouthBuild Indy program exclusively.**
- 2) **Term:** The term of this Contract shall be from **January 4, 2016** (the "Starting Date") until **August 31, 2016** (the "Expiration Date"). The contract may be extended for a period not to exceed one year upon a determination by EmployIndy and its discretion that performance has been acceptable, that funding is available and that the extension is in EmployIndy best interests. In no event shall payments be made for work done or services performed prior to the Start Date or after the Expiration Date. The Contractor may request in writing that the Expiration Date only of this Contract be extended. Such request may be approved in writing by EmployIndy in its discretion. If the Expiration Date is extended, all other provisions of this Contract shall remain in full force and effect unless specifically modified.
- 3) **Attachments:** The items below are attached to and incorporated into this Contract.
 - a) Project Work Statement – Core Services
 - b) Core Service Deliverables & Program Budget
 - c) Voucher Policy
 - d) Drug Free Workplace Assurance
- 4) **Budget:** The budget for contract activities will be established to be:
 - a) Voucher funding, on a cost reimbursement basis, is not to exceed **\$15,000.**
 - b) Program fund of \$400 per month for a total reimbursement of **\$3,200** for the period from January 4, 2016 through August 31, 2016.
 - c) As a result, reimbursements under this contract are not to exceed **\$18,200.**
- 5) **Scope of Work:** In accordance with the preceding budget, EmployIndy will reimburse the Contractor for the following expenditures.
 - a) **Core Services** – The Contractor will provide the case management, guidance and support required to assist YES participants that are also **enrolled in the YouthBuild Indy program** to secure placements in employment or post-secondary education. This support will be provided as described in Attachment A.

- b) **Vouchers** - The Contractor will provide YES 2016/YouthBuild Indy participants with assistance, as needed, as they work to complete employment-related training programs, secure placements in jobs and post-secondary education, and strive to retain their placement(s) for an extended period of up to and exceeding one year. Attachment C provides the policy governing the use of YES 2016 vouchers.
 - c) **Program Fund** – The Program Fund provides a fixed level of resources to fund staff time involved in the following YES 2016 activities:
 - i) Contractor will maintain current and accurate EmployIndy's web-based reporting system at www.IPICYES.com; and
 - ii) Contractor will develop and maintain current and accurate case files for each youth enrolled in YES 2016.
- 6) **Employment Specialist:** As a member of the YES 2016 Network, Contractor is responsible for providing employment references and resources that provide opportunities for YES participants to become employed as required by the YES Program. The Contractor's employment services must include
- a) Employers with which the Contractor has established relationships and these employers will have opportunities for YES participants.
 - b) One element of the Contractor's employment program must include coordination with the YES Employment Specialist(s). While not all participants are to be referred automatically to a YES Employment Specialist, it is expected that some will be referred. This referral will be documented in the participant's YES case file.
- 7) **Design and Implementation of Project/Assurances:** The Contractor shall be responsible for the implementation of the Project, as described in the Project Statement and in accordance with the terms and conditions of this Contract. In this regard, Contractor makes the following assurances:
- a) The Contractor shall modify the Project Statement as directed by EmployIndy in the event statutes or regulations require such modification; and
 - b) The Contractor shall comply with all applicable policy and directives issued by EmployIndy; and
 - c) The Contractor shall participate in all mandatory technical assistance sessions sponsored and/or provided by EmployIndy.
- 8) **Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor 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.
- 9) **Retention of Records.** The Contractor shall retain and make available all financial records, supporting documentation, statistical records, evaluation data, participant information and personnel records for ten (10) years from the final Expiration Date of this Contract. If an audit is started prior to the expiration of the 10-year period, the records shall be retained until the audit findings involving the records have been resolved and final action taken. All program participant files are the property of EmployIndy. Should the Contract entered into by and between EmployIndy and the Contractor be cancelled or not renewed, the Contractor shall forward all files containing original documentation to EmployIndy within ten (10) business days of written notice of contract cancellation and/or the end of the contract.

10) **Monitoring and Compliance:** EmployIndy shall have the right to monitor the Contractor's compliance with the terms and conditions of the Contract including all applicable statutes, regulations, directives and mandates. The Contractor shall provide EmployIndy with 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, and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract. The Contractor will be responsible for on-site monitoring of any employee, subcontractor or other service provider engaged by Contractor as provided herein with respect to Contractor's obligations and of any sub-recipient of any funding provided to Contractor pursuant to this Contract. The Contractor shall provide EmployIndy access to all documents, forms, reports or any other records pertaining to the implementation of this Contract during the term of the contract and/or after the expiration date as may be reasonably necessary to monitor compliance with the Contract.

12) **Employment Eligibility Verification:** The subcontractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The subcontractor affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The subcontractor agrees to provide documentation to the EmployIndy that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Subcontractor is not required to participate if the Subcontractor is self-employed and does not employ any employees.

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

13) **Audits:** The Contractor shall produce all accounting books, bills, vouchers, documentation and records relating to this Contract to the auditor(s) selected by the Contractor to audit this Contract. Any such auditor shall be independent, experienced and capable of performing such audits and otherwise acceptable to EmployIndy. The Contractor shall submit the auditor's report to EmployIndy within the earlier of 30 days after receipt of the auditor's report, or nine (9) months after the end of the audit period. The Contractor will be responsible for selecting the auditor(s) to audit any subrecipient. EmployIndy will retain responsibility for audit resolution. EmployIndy has the right in its discretion to conduct its own audits (with an auditor selected by EmployIndy) with respect to Contractor or any other recipient of the funding provided to Contractor pursuant to this Contract, and Contractor shall cooperate with EmployIndy in connection with such audit as reasonably requested by EmployIndy or such auditor.

14) **Authority to Bind Contractor:** This Contract must be signed by the chief executive officer, president, superintendent, owner, or partner of the Contractor's organization or his/her designee. If a designee signs this Contract, the Contractor must file a letter with EmployIndy from the CEO, president, superintendent, owner or partner, or a corporate resolution, or a copy of corporate bylaws authorizing that individual (by name and by title) to sign contracts. Notwithstanding anything in this Contract to the contrary, 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 approval from the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed.

15) **Payment of Contract Funds by EmployIndy:** The payment of Contract funds by EmployIndy to the Contractor shall be made in accordance with and subject to the following schedule and conditions:

- a) This Contract must be fully executed.
- b) No funds that are transferred under this Contract 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 without (i) a written financial contract between the Contractor and that person and (ii) compliance with the provisions of this Contract regarding EmployIndy's right to approve subcontractors. This sub-contractor shall reserve the right of the Contractor not to honor request for payments received more than 60 days after the Expiration Date.

- c) All payments by EmployIndy to the Contractor for services rendered pursuant to this Contract shall be made on an accrual (reimbursement) basis and shall be accompanied with financial reports that are required by EmployIndy. No cost shall be accrued prior to the starting date of this Contract.
 - d) EmployIndy reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. EmployIndy also reserves the right to withhold final payment until agency-required reports are received and accepted.
 - e) Failure to complete the Project and expend the funds in accordance with this Contract may be considered a material breach of this Contract and shall entitle EmployIndy to impose sanctions against the Contractor including, but not limited to, suspension of all contract programs until such time as all material breaches are cured to EmployIndy's satisfaction. Sanctions may also include repayment of all funds expended for activities not identified in the scope of the Project Statement or the Budget. The remedies described in this subparagraph are in addition to any other remedies EmployIndy may have at law or equity.
 - f) EmployIndy's obligations are subject to (i) receipt of funding from the sources identified in Section 1 of this Contract, and (ii) satisfactory performance of Contractor's obligations under this Contract on a timely basis.
 - g) Contractor's rights to payment for any services or obligations that are subject to a subcontract are conditioned upon compliance with the procedures for approval of subcontractors set forth in this Contract.
- 16) **Compliance With Laws:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or 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 regulations there under after execution of this Contract shall be reviewed by EmployIndy and the Contractor to determine whether the provisions of the Contract require formal modification.
- 17) **Conflict of Interest:** No participant, official, or employee of the Contractor shall have any personal interest, direct or indirect, in this Contract, nor shall any such participant, official, or employee participate in any decision relating to this Contract which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly interested. No officer, employee or agent nor any participant of their family, shall financially benefit from the activities of any program participant or applicant. EmployIndy may cancel this Contract without recourse by the Contractor if it is determined any conflict of interest exists.
- 18) **Confidentiality:** 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 will abide by 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.
- 19) **Funding Cancellation:** When EmployIndy makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, this Contract shall be canceled. A determination by EmployIndy that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- 20) **General Assurances and Certifications:** The Contractor certifies that in connection with the activities undertaken pursuant to this Contract:
- a) No funds made available under this Contract shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
 - b) 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.
 - c) 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.
 - d) It is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.
- 21) **Governing Laws:** This Contract shall be construed in accordance with and governed by the laws of the state of Indiana without regard to its conflict of law principles and suit, if any, must be brought in the state of Indiana. The Contractor agrees that the sole venue for any action arising out of this Contract is the U.S. District Court having jurisdiction over Indianapolis, Indiana or any state court sitting in Marion County, Indiana or any contiguous counties, consents to the jurisdiction of such courts and waives any objection to such jurisdiction and venue.
- 22) **Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless EmployIndy and its agents, officers, and employees from all losses, damages, claims, settlements and suits, including court costs, attorneys' fees, and other expenses caused by or arising out of any act or omission of the Contractor or its employees, agents or subcontractors, if any. EmployIndy shall have the right to participate in any defense or settlement of any such claim at its discretion and with counsel of its choosing. EmployIndy shall not provide such indemnification to the Contractor. If Contractor is a department, division or agency of the state, the above indemnification provision is inapplicable.
- 23) **Independent Contractor:** Both parties hereto, in the performance of this Contract, 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.
- 24) **Insurance and Bonding:**
- a) Contractor shall secure and keep in force during the term of this Contract, 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 the Contractor's performance under this Contract, Contractor shall, at its sole cost and expense, provide:
 - (1) 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 \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate;

- (2) Errors and omissions coverage (including an identity theft endorsement) with minimum limits of \$1,000,000 per claim and \$5,000,000 in aggregate;
 - (3) Fidelity crime insurance coverage covering employee dishonesty of \$1,000,000 per occurrence or loss and in the aggregate;
 - (4) Employment practice coverage of \$1,000,000 per claim and in the aggregate. This coverage shall include Third Party coverage;
 - (5) Worker's compensation coverage consistent with the laws of the State of Indiana.
- b) All insurance required hereunder shall be with a responsible carrier acceptable to EmployIndy, shall name EmployIndy as an additional insured, and shall also contain a provision for at least ten (10) days' notice to EmployIndy of cancellation. Contractor shall provide EmployIndy with a Certificate in such form as is acceptable to EmployIndy evidencing such insurance prior to the release of any Contract funds. Failure to maintain such insurance shall result in the termination of this Contract.
 - c) If 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.
- 25) **Licensing Standards:** Contractor, its employees and any subcontractors shall comply with all applicable licensing, certification or accrediting standards and any other laws and regulations governing the services to be provided pursuant to this Contract. If licensure, certification or accreditation expires or is revoked, Contractor shall immediately notify EmployIndy.
- 26) **Minority Business Enterprise:** EmployIndy has established a goal of 5% participation by minority business in contracts. The Contractor is encouraged to make a good faith effort to sub-contract with minority business as defined in IC 4-13-16.5-1.
- 27) **Modification:** EmployIndy and the Contractor shall modify or extend this Contract consistent with applicable law and EmployIndy policy. Such modification or extension shall be made by mutual written agreement of the parties. EmployIndy and the Contractor further agree that either party shall be able to suggest system and administrative changes, notwithstanding any other provision of this Contract, in the following manner:
- By written agreement, signed by EmployIndy and the Contractor, for any such change to this Contract that does not affect the period of performance, price, scope of work, budget or other provisions of this Contract.
- 28) **Notices:** Whenever any notice, statement or other communication shall be sent to EmployIndy or Contractor, it shall be in writing and sent to the following addresses, unless otherwise specifically advised.
- a) Notices to EmployIndy shall be sent to:
 - President, EmployIndy**
 - PNC Center South
 - 115 W. Washington Street
 - Suite 450 South
 - Indianapolis, Indiana 46204
 - b) Notices to the Contractor shall be sent to:
 - River Valley Resources**
 - Attn: YES Coordinator
 - 100 E. Second Street, Suite E
 - Madison, IN 47250

Such notices shall be deemed to have been duly given: (i) if delivered personally, then on the date received, (ii) if a Party has provided a facsimile number for delivery of notice and notice is so delivered, then on the date received or if received after the recipient's close of business on such day, then on the next Business Day, (iii) if delivered by overnight courier, then on the next Business Day after deposit with the courier service absent persuasive evidence of the failure of delivery thereof on such date and then on the day of delivery indicated by such evidence, and (iv) if mailed, then four (4) Business Days after mailing if sent by U.S. registered or certified mail.

- 29) **Order of Precedence:** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) Exhibits prepared by EmployIndy and (3) Exhibits prepared by the Contractor.
- 30) **Penalties, Interest and Attorney Fees:** EmployIndy 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 required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5 *et seq.*, and IC 34-13-1-6 *et seq.* Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from EmployIndy's failure to make prompt payment shall be based solely on the amount of funding originating from EmployIndy and shall not be based on funding from federal or other sources.
- 31) **Repayment:** The Contractor is 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 EmployIndy, 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, EmployIndy or the obligee.
- 32) **Taxes:** EmployIndy is exempt from state, federal and local taxes. EmployIndy will not be responsible for any taxes levied on the Contractor as a result of this Contract.
- 33) **Termination for Cause:** EmployIndy may terminate this Contract or withhold payments for a material violation of a term or condition of this Contract, immediately 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 as reasonably determined by EmployIndy.
 - b) Reasonable determination by EmployIndy that the successful performance of this Contract is improbable or infeasible.
 - c) Termination or suspension of availability of federal funds for the performance of this Contract as reasonably determined by EmployIndy.
 - 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 as reasonably determined by EmployIndy.
 - f) Failure to take proper corrective action in a timely manner as determined by EmployIndy.
- 34) **Termination for Convenience:** Either party may terminate this Contract for any reason or no reason, at any time upon delivery of written notice by certified mail to the other party at least sixty (60) calendar days prior to the effective date of termination. In such event, Contractor will cooperate with EmployIndy as EmployIndy may reasonably request to assure an orderly wind-down or transition of the services provided pursuant to this Contract, including a continuation of such services on the terms of this Contract beyond such sixty-day notice period if reasonably required for such orderly transition.

- 35) **Complete Agreement:** This Contract, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.
- 36) **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury that he/she is the representative, agent, participant or officer of the Contractor, that he/she has not, nor has any other participant, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, 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 hereof.
- 37) **Subcontractors:** If the Contractor utilizes any third party ("subcontractor") to perform any of Contractor's obligations under this Contract, then (i) Contractor shall give EmployIndy notice of such desire, which notice shall identify the proposed subcontractor, describe the tasks to be performed by such subcontractor and provide a description of the proposed subcontractor's qualifications to perform such tasks, (ii) EmployIndy shall have the right to approve such subcontractor and shall give Contractor prompt notice of EmployIndy's approval or rejection of such proposed subcontractor, (iii) if such subcontractor is approved, the subcontract shall include express provisions requiring the subcontractor to agree to the undertakings and assurances contemplated or required by this Contract (including those in the Attachments to this Contract) or otherwise reasonably requested by EmployIndy (iv) if EmployIndy does not approve of such subcontractor, EmployIndy will give notice to Contractor of the reasons (if any) for such rejection and will cooperate with Contractor to resolve any objections or to find an alternate provider for such services, (v) EmployIndy will be a third party beneficiary of any agreement between Contractor and such subcontractor, (vi) EmployIndy shall have the right to require Contractor to replace any subcontractor that EmployIndy has reasonably determined is not performing the tasks to be performed by such subcontractor or has determined in EmployIndy's discretion that removal is in the best interests of EmployIndy and (vii) in any event, Contractor remains fully responsible for performance of all of its obligations under this Contract, including any performance by any subcontractor.
- 38) **Dispute Resolution:** The parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the parties employ reasonable and informal means to resolve any dispute under this Contract prior to invoking a remedy provided elsewhere in this Contract. The parties will use their reasonable best efforts to resolve disputes arising under this Contract at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute between the parties cannot be resolved in the normal course of business, a senior executive of the party initiating this dispute resolution process will notify a senior executive of the other party in writing of the dispute, specifying the disputed issues. Thereafter, such executives, or their designated representatives, as applicable, will use their reasonable best efforts to resolve the dispute within seven (7) business days of submission by a party to the others of such a dispute notice (or such longer time as the parties may agree). If such executives or, as applicable, designated representatives are unable to resolve the dispute within such period, the parties shall then be entitled to pursue any remedies as are available to the respective party. The undersigned attests, subject to the penalties for perjury that he/she is the representative, agent, participant or officer of the Contractor, that he/she has not, nor has any other participant, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, 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 hereof.

The parties, having read and understanding the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

EmployIndy

Christie H. Mue

Nicole Thompson, President V.P., Development

3/7/16

Date

River Valley Resources

Margo Olson

Margo Olson

2/29/2016

Date

[Signature]

CFO

3/4/16

ATTACHMENT A

CORE SERVICES - PROJECT WORK STATEMENT

Introduction

The purpose of Youth Employment Services (YES) is to move youth and young adults towards self-sufficiency through education, training, and employment. Through YES, community-based organizations conduct planning and implement programming that provides a system that effectively serves vulnerable, hard-to-employ youth and young adults. The youth and young adults who participate in YES 2016 will be placed in jobs where they can earn a wage that will afford them the opportunity to manage their individual needs and assist their families, if necessary. In addition, the jobs will offer the opportunity for career advancement and allow the YES 2016 participants to be a positive example to other youth and residents in their respective neighborhoods.

Client Qualifications

Services shall be provided to clients meeting the following criteria:

- YES 2016 participants must be between the ages of 17-25 at the time of enrollment into YES
- YES 2016 participants must not be enrolled in high school, though high school graduates and dropouts are eligible. YES 2016 participants enrolled in alternative high school may be served by YES.
- YES 2016 participants must be residents of Marion County
- YES 2016 participants must be U.S. citizens or residents eligible to work in the United States
- Vulnerable youth shall include youth who are:
 - Deficient in basic literacy skills;
 - Homeless or a former foster child;
 - Pregnant or parenting;
 - Offenders; or
 - Individuals who require additional assistance to complete an educational program to secure and hold employment.

Case Files

YES 2016 employment organizations are to create unique case files for each YES 2016 participant. These case files will be reviewed periodically by EmployIndy program personnel. Case files will contain, at a minimum, the following:

- a) YES 2016 program application
- b) YES 2016 Achievement Agreement (as described below)
- c) TABE Survey assessment
- d) Case notes
- e) For YES 2016 participants for which core services have been claimed, supporting documentation must be in the case file. The following identifies the typical documentation that must be available to demonstrate that the core service was appropriately claimed:

ATTACHMENT A

CORE SERVICES - PROJECT WORK STATEMENT

- a. **HSED Completion** – A copy of the certificate that demonstrates the YES participant has passed the TASC.
- b. **Job Readiness Training** – Copy of certificate awarded to the participant upon their satisfactorily completing the necessary job readiness workshops/sessions.
- c. **Job Placement** – Paycheck stub dated to correspond to job placement date.
- d. **Post-Secondary Education Placement** – Documentation from post-secondary institution that clearly demonstrates that YES 2016 participant is enrolled and tuition (at least partial) has been paid.
- e. **Advanced Training/Certification** – Copy of state-recognized or nationally recognized certification.
- f. **60-Day Retention** –
 - i. For job placements, the case file must have a copy of a paycheck stub dated to correspond to retention date.
 - ii. For post-secondary placement, the case file must have documentation from post-secondary institution that clearly demonstrates that YES 2016 participant remains enrolled and attending classes at retention date. This could include mid-semester grades.
- g. **180-Day Retention** –
 - i. For job placements, the case file must have a copy of a paycheck stub dated to correspond to retention date.
 - ii. For post-secondary placement, the case file must have documentation from post-secondary institution that clearly demonstrates that YES 2016 participant remains enrolled and attending classes at retention date. This could include mid-semester grades.
- h. **365-Day Retention** –
 - i. For job placements, the case file must have a copy of a paycheck stub dated to correspond to retention date.
 - ii. For post-secondary placement, the case file must have documentation from post-secondary institution that clearly demonstrates that YES 2016 participant remains enrolled and attending classes at retention date. This could include mid-semester grades.
- f) For YES 2016 participants for whom voucher assistance has been provided, signed vouchers must be in the case file with supporting documentation. Every voucher must have a receipt attached to it identifying the organization that was provided funding and the cost basis for the voucher reimbursement.

Service Delivery

Contractor will provide assessment, service plan development, barrier identification and removal, career exploration services, job coaching, referrals to skill building and occupational training, and job placement and retention services. The assistance needed will vary by the individual, with some

ATTACHMENT A

CORE SERVICES - PROJECT WORK STATEMENT

needing minimal assistance and others needing more intensive intervention. This contract provides funding for an array of Core Services in order to reach the objectives of job placement and retention. These services are defined in Attachment B.

In addition to case management, job training and placement services, the Contractor shall provide extensive follow-up after placement. EmployIndy expects that, at a minimum, the Contractor will maintain **monthly** contact with both the employer and YES 2016 participant in order to facilitate a good employee-employer relationship. The Contractor will be expected to contact YES 2016 participants more intensively at the beginning stages of their employment and may reduce this level of contact over time as retention benchmarks are achieved.

EmployIndy recognizes that employment represents a major life adjustment for many young persons, and anticipate some "stops and starts" in the early stages for some clients. It will be important; therefore, for the Contractor to demonstrate an ability to provide rapid re-attachment services and to address barriers or negative behaviors quickly and effectively with a variety of support and transition services.

The Contractor is also expected to serve as a resource to employers if they encounter difficulties with YES 2016 clients. In this capacity, Contractors will serve as mentors to clients by assisting in their adjustment to the workplace. By providing intervention services with clients and employers, the Contractor will be helping to create better workers who can offer their employers better skills, knowledge, and dedication

YES 2016 Achievement Agreement

Contractor will establish Achievement Agreements with YES 2016 participants as part of the Enrollment/Assessment process. Achievement Agreements take the place of Individual Service Strategies and will have the following components:

- a) **Participant Profile:** A 1-2 paragraph profile of the participant from a current educational, workforce and personal perspective.
- b) **Participant Objective:** Identify the employment and/or education goal for this individual.
- c) **Deliverable Milestones:** Contractor and participant will identify employment-related milestones that must be successfully achieved. As each milestone is achieved, the participant would earn cash, bank or store cards, or other incentives. Possible milestones include: job placement; 60, 180 and 365-day job retention; open & maintain bank account for 60 days with a positive balance; earning an advanced training certification; open and contribute to Individual Development Accounts; employer recognition for job performance; and maintaining health or auto insurance for 180 days.
- d) **Due Date:** For each Deliverable Milestone, there must be an Expected Due Date and an Actual Due Date with documentation in the case file.

Achievement Agreements will provide a basis for longer relationships between Contractor and the participant. This extended timeline will allow Contractor to work with participants on career advancement, skill development, financial management, and related self-sufficiency topics that may be difficult to focus on when the youth is unemployed, homeless or recently released and in need of timely employment.

Achievement Agreement expenses will be funded from Contractor's voucher funding.

ATTACHMENT B

YES 2016 CORE SERVICE DELIVERABLES DEFINITIONS

The following definitions are provided for the Core Services milestones that the Contractor is to target for every YES participant.

Enrollment & Assessment

Deliverable Definition: Prior to receiving any services through YES 2016 the following activities must be completed:

- a) Every client must complete a YES 2016 Program application and this data must be input into the online reporting system (at www.IPICYES.com)
- b) Every YES 2016 client must have a TABE Survey assessment completed that includes, as a minimum, evaluations of reading and math grade level.
- c) Every YES 2016 client must have an Individual Service Strategy (or comparable document) developed that identifies the plan of service for the client. The ISS should address the following topics:
 - i) The plan should include goals for employment and education, as well as address the client's needs on budgeting, and other basic needs such as housing, childcare and transportation.
 - ii) Identify if the YES 2016 participant is required to participate in job readiness workshops and on which topics. Job readiness workshop topics are expected to include job application completion, job search, resume writing, employer expectations, and various other employment related topics.
 - iii) It is expected that clients will actively participate in the determination of appropriate services and of assistance needed.
- d) As the preceding activities are completed, any crisis needs are to be documented and may be addressed via YES 2016 or by referral to other local community-based or social service agencies.

HSED Completion

Deliverable Definition: Successful passing of the TASC test during enrollment in the YES 2016 Program. This deliverable can be claimed when the YES 2016 employment specialist was actively engaged with the YES 2016 participant while he/she was working on their TASC.

Job Readiness Training

Deliverable Definition: Successfully completing job readiness training identified in the client's Individual Service Strategy (or comparable document)

Job Placement

Deliverable Definition: – Placement into a job that provides, at a minimum, 30 hours a week at minimum wage or higher, and the option of benefits.

Post-Secondary Education Placement

ATTACHMENT B

YES 2016 CORE SERVICE DELIVERABLES DEFINITIONS

Deliverable Definition: Enrollment at a post-secondary education institution into a program to complete an Associates or Bachelor's degree

Advanced Training/Certification

Deliverable Definition: Successfully completing a short-term (for example, 2 to 6 months in duration) training program funded by this contract that results in the receipt of a state-recognized or nationally recognized certification. Examples of certifications that qualify include a Certified Nursing Assistant, Medical Billing and Claim Processing, Medical Coding, Pharmacy Tech, Indiana Bartender License, etc.

60-Day Retention

Deliverable Definition: Retention deliverable requires either of the following:

- i) Employment at any date after "placement" plus 60 days in a job that provides, at a minimum, 30 hours a week at minimum wage or higher, and the option of benefits. *To claim this deliverable, the participant must be employed relatively continuously throughout this period and case notes must document the employment experience(s) during this period.*
- ii) Continued attendance at 60 days in a post-secondary education institution in a program to complete an Associates or Bachelor's degree. *To claim this deliverable, the YES 2016 participant must be enrolled continuously throughout this period and case notes must identify the degree or program being pursued and document progress towards that degree.*
- iii) A 60-Day Retention deliverable can only be claimed once. It can be claimed in association with a job placement or it can be claimed following a post-secondary education placement; not both. *[To claim the 60-Day Retention, one of the placement deliverables must have been claimed previously.]*

180-Day Retention

Deliverable Definition: Retention deliverable requires either of the following:

- i) Employment at any date after "placement" plus 180 days in a job that provides, at a minimum, 30 hours a week at minimum wage or higher, and the option of benefits. *To claim this deliverable, the YES 2016 participant must be employed relatively continuously throughout this period and case notes must document the employment experience(s) during this period.*
- ii) Continued attendance at 180 days in a post-secondary education institution into a program to complete an Associates or Bachelor's degree. *To claim this deliverable, the YES 2016 participant must be enrolled continuously throughout this period and case notes must identify the degree or program being pursued and document progress towards that degree.*
- iii) A 180-Day Retention deliverable can only be claimed once. It can be claimed in association with a job placement or it can be claimed following a post-secondary education placement; not both. *[To claim the 180-Day Retention, the 60-Day Retention*

ATTACHMENT B

YES 2016 CORE SERVICE DELIVERABLES DEFINITIONS

must have been claimed previously.]

365-Day Retention

Deliverable Definition: Retention deliverable requires either of the following:

- iv) Employment at any date after “placement” plus 365 days in a job that provides, at a minimum, 30 hours a week at minimum wage or higher, and the option of benefits. *To claim this deliverable, the YES 2016 participant must be employed relatively continuously throughout this period and case notes should document the employment experience(s) during this period.*
- v) Continued attendance at 365 days in a post-secondary education institution into a program to complete an Associates or Bachelor’s degree. *To claim this deliverable, the YES 2016 participant must be enrolled continuously (consecutive semesters) throughout this period and case notes must identify the degree or program being pursued and document progress towards that degree.*
- vi) A 365-Day Retention deliverable can only be claimed once. It can be claimed in association with a job placement or it can be claimed following a post-secondary education placement; not both. *[To claim the 365-Day Retention, the 180-Day Retention must have been claimed previously.]*

ATTACHMENT C – YES 2016 VOUCHER POLICY

EmployIndy empowers and encourages YES 2016 participants in their decision making to achieve their individual employment and education goals. This empowerment is enabled by EmployIndy's flexible voucher system that can address the complexity of barriers that prohibit successful employment. The use of vouchers allows individuals a choice in the provision of needed services that are tailored to the individual through the guidance of YES 2016 Employment Specialists.

Vouchers will:

- Maximize YES 2016 participant's choices and flexibility in service delivery
- Allow YES 2016 Employment Specialists to address both the immediate and long-term needs of the YES 2016 participant
- Place trust in joint YES 2016 participant and employment specialist decision-making
- Direct payment to the provider; not to the YES 2016 participant
- Be outcome driven

YES 2016 is an employment program and vouchers can be used to address virtually any short-term barrier that would otherwise prevent a participant from moving towards employment, retaining employment and enhancing their employment.

VOUCHER SERVICES - INTENT

The intent of YES 2016 voucher funding is to assist vulnerable youth with financial needs and other barriers in reaching their employment potential to be employed in an unsubsidized work environment with a livable wage and an opportunity for career and skill advancement. YES 2016 voucher funds will maximize the impact of existing funding sources. This will be achieved by providing the opportunity to act on needs of youth that may extend beyond the normal parameters of other federal, state, and private dollars through the provision of flexible, customer-driven YES 2016 vouchers.

GUIDING PRINCIPLES

YES 2016 vouchers are:

◆ **Flexible**

Vouchers can be used when existing federal, state and private funds are unable to assist a YES 2016 participant due to eligibility restrictions, timeliness, and/or emergency needs based on the YES 2016 employment agency's documented assessment.

◆ **Customer Driven**

YES 2016 participants will have a voice in the career path, training and services provided to them. They will make informed choices, through employment specialists, based on labor market information and needs identified to achieve an unsubsidized employment with livable wages.

◆ **Results Driven**

YES 2016 participants will retain employment and have the opportunity to advance their skills and career opportunities through the use of these funds in conjunction with existing funding sources.

PROGRAM QUALIFICATIONS

Voucher assistance may be provided to vulnerable youth with financial need meeting the following criteria:

ATTACHMENT C – YES 2016 VOUCHER POLICY

- YES 2016 participants must be between the ages of 17-25.
- YES 2016 participants must not be enrolled in high school, though high school graduates and dropouts are eligible. YES 2016 participants enrolled in an alternative high school may be served by YES.
- YES 2016 participants must be residents of Marion County.
- YES 2016 participants must be U.S. citizens or residents eligible to work in the United States.
- Vulnerable youth shall include youth who are:
 - Deficient in basic literacy skills
 - Homeless or a former foster child
 - Pregnant or parenting
 - Ex-offenders, or
 - Individuals who require additional assistance to complete an educational program to secure and hold employment.

Voucher Utilization

Voucher dollars are to be used in cases where one or more of the following conditions exist based on YES 2016 employment agency's documented assessment:

- ◆ Availability of other federal, state and private funds is limited due to eligibility, waiting lists, timeliness, or other system barriers; or
- ◆ Emergency needs that can best be addressed by a YES 2016 voucher.

YES 2016 employment agencies will institute policies and procedures that will preclude the conversion of vouchers into cash for or by YES 2016 participants.

Voucher limits for program years are indicated below and are to serve as guidelines. However, EmployIndy staff must approve requests above the noted limit before funding is committed. In these instances, YES 2016 employment agencies are to summarize this request in writing.

A. Specialized Post Secondary Training

Specialized Post Secondary Training vouchers are to be used for vocational and educational training conducted by an accredited post-secondary institution or short-term training provider with recognized certification to enable an individual to seek gainful employment upon completion. Student financial aid is to be pursued in all cases, including PELL grants, state grants and federal financial aid packages. This is to be documented in the YES 2016 participant's case file. Unless exigent circumstances exist, support will only be provided for attendance at an Indiana public institution. EmployIndy staff must approve any deviation from this policy in writing and the EmployIndy approval must be in the case file.

Limit: \$ 2,500 per youth per program year

Most specialized training programs range in cost from \$20 to \$3,500. Many training opportunities are available free of cost within certain eligibility guidelines. Higher range training programs will likely offer financial aid packages that should reduce the cost of the program to the YES 2016 participant. It is the responsibility of the YES 2016 participant to seek training and the assistance associated with that particular program or field with the objective guidance of the employment

ATTACHMENT C – YES 2016 VOUCHER POLICY

specialist. EmployIndy encourages employment specialists to carefully assess the probability of the successful completion of training of each YES 2016 participant before enrolling. Employment specialists should evaluate success throughout training and develop tuition payment arrangements with training providers (e.g., paying a portion of training costs at enrollment and paying the remainder at completion or paying on a semester-by-semester basis).

Voucher use for post-secondary training is intended for the use of classroom activities and as a result will typically support tuition, books, and study materials. These vouchers are not intended to be used for pre-enrollment college tours or off-campus activities that are extra-curricular (such as study trips outside of Central Indiana).

B. Post Placement Training and Retention Services

Post Placement Training and Retention vouchers are to be used for resources that enable an individual to enhance and/or improve current skills to retain current employment or advance into new employment opportunities upon completion. The individual must be employed for a minimum of six months to be eligible.

Limit: \$ 2,000 per youth per program year

Retention services beyond an organization's scope may be accessed through the use of a **Post Placement Training and Retention** voucher. In addition, employers often need to invest in the ongoing skill development of employees to meet high-skill job requirements. Should a YES 2016 participant desire training to keep or advance in a current job (for example, forklift training) or make a career change, assistance may be provided.

C. Barrier Busting

Barrier busting vouchers may be used for short-term services that are necessary to enable an individual to participate in training and employment. These vouchers may be used before, during, or after job placement. Services may include:

- Food
- Transportation
- Legal assistance
- Clothing
- Temporary housing/shelter
- Financial counseling
- Individual and family counseling
- Mentoring
- Drug and alcohol abuse counseling and referrals
- Materials for individuals with disabilities
- Child care
- Dependent care
- Limited health and dental care
- Emergency assistance
- Other reasonable expenses necessary to overcome the identified barrier

Limit: \$ 1,500 per youth per program year

ATTACHMENT C – YES 2016 VOUCHER POLICY

Barrier busting vouchers are to be used for individuals that are actively engaged in all aspects of a YES 2016 agency's employment and post-secondary training program. These dollars are to be used primarily as gap filling dollars, not as a sole source or for long-term use. "Long term use" of YES 2016 is considered as 2 months or more for payments for the same service. However, for certain services, YES 2016 funds should be used for a shorter period. For example, YES 2016 is not expected to be used for childcare for more than 6 consecutive weeks at a time. For any service over 4 weeks, providers are encouraged to contact EmployIndy for case-by-case guidance.

PROGRAM IMPLEMENTATION

YES 2016 vouchers provide a powerful and flexible tool for organizations to use as they assist eligible youth and young adults move toward self-sufficiency. Vouchers, though, are only one component of a comprehensive employment assistance program that must be delivered by each YES 2016 organization. To demonstrate that the vouchers are being used to support employment and post-secondary education objectives, all individuals that are provided assistance with a voucher must be enrolled in YES 2016 prior to receiving any voucher assistance and documentation of their enrollment must be available in the case file. The process to enroll a youth into YES 2016 and the process to create, issue and request reimbursement for a voucher is detailed below.

Enrollment

Prior to receiving any services through YES, the YES 2016 provider must enroll the individual in YES 2016 as follows:

- a) Every participant must complete a YES 2016 program application and this data must be entered into the online reporting system (at www.IPICYES.com)
- b) Every YES 2016 participant must have a TABE Survey assessment completed that includes, as a minimum, evaluations of reading and math grade levels.
- c) Every YES 2016 participant must have an Achievement Agreement (or comparable document) developed that identifies the plan of service for the client. The ISS should include goals for employment and education, ensure the participant has and understands a personal budget, and evaluate other basic needs such as housing, childcare and transportation.

It is required that participants actively participate in the development of their ISS to ensure its accuracy and to demonstrate their commitment to and understanding of the program's expectations.

After these activities are completed, any future crisis needs are to be documented and may be addressed via YES 2016 or by referral to other local community-based or social service agencies.

ATTACHMENT C – YES 2016 VOUCHER POLICY

Case Files

YES 2016 employment organizations are to create unique case files for each YES 2016 participant. These case files will be reviewed periodically by EmployIndy program personnel. Case files will contain, at a minimum, the following:

- g) YES 2016 program application
- h) YES 2016 Achievement Agreement (as described in following section)
- i) TABE Survey assessment
- j) Up-to-date case notes
- k) Vouchers with supporting documentation. Every voucher must have a receipt attached to it identifying the organization that was provided funding and the cost basis for the voucher reimbursement.

Voucher Creation

EmployIndy's web-based reporting system (www.IPICYES.com) shall be used to create, edit and print vouchers for processing by the provider. All vouchers must be entered into the online reporting system to accommodate program reporting and invoicing activities.

The Voucher Request Form must be filled out completely to qualify for reimbursement by EmployIndy. The Voucher Request Form requires the following information be provided:

- **Voucher Issued To¹** – This is the third-party organization that will deliver and be paid for the services that are being delivered to benefit the youth. This may be a car repair shop, a training provider, a clothing store for interview-appropriate clothing, a childcare agency, or Bureau of Motor Vehicles (for parking tickets or to reinstate a driver's license).
- **Type of Voucher** – Using the definitions provided above, identify the voucher type.
- **Narrative** - YES 2016 employment agencies distributing YES 2016 vouchers will document the use and impact on the YES 2016 participant of the voucher as it relates to reaching their employment and/or post-secondary education goals using the voucher form. Minimally, the following points should be addressed within the voucher form:
 - Reason for the use of the voucher (e.g., to repair auto so YES 2016 participant can attend training; to provide stable housing while YES 2016 participant begins employment; etc.); and
 - Desired impact on the YES 2016 participant based on their Individual Service Strategy and employment outcomes (e.g., job readiness, placement, and retention); and,
- **Occupational Objective** – Identify the employment sector in which employment is being pursued by the YES 2016 participant.

¹ *EmployIndy must provide **prior written** approval on a case-by-case basis when the YES participant to be served through the voucher program is a family participant, relative or has a significant relationship with an employee of the YES 2016 agency delivering the voucher assistance. This written approval shall be in the case file.*

ATTACHMENT C – YES 2016 VOUCHER POLICY

- **Voucher Use** – For reporting purposes, characterize the general usage of the voucher using drop-down values in the on-line reporting system.
- **Other Sources of Funding** – Identify other funding sources that are contributing to the overall cost of this activity. This may include portion paid by YES 2016 participant or other programs such as IMPACT, WIA, FEMA, etc.
- **Signatures** – Every voucher must be signed and dated by both the YES 2016 participant and employment specialist at the YES 2016 employment agency.

In all cases, YES participants are to be guided by employment specialists to make an informed choice about the training and service needs of the participant to reach desired outcomes. The skillful, reasoned and professional judgment of the YES employment specialist is absolutely necessary to ensure that YES 2016 voucher assistance is delivered fairly, appropriately and in the best long-term interest of YES participants. **EmployIndy reserves the right to not reimburse vouchers deemed inappropriate or not directly relating to improving the employability and increasing the opportunity for YES participant self-sufficiency.** In addition, EmployIndy will not reimburse voucher expenses for training or other services delivered by organizations for their own in-house training.

ATTACHMENT D

DRUG FREE WORKPLACE ASSURANCE

(Drug-Free Workplace Act of 1988, 45 CFR Part, Subpart F)

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to EmployIndy within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Contractor's or any subcontractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contract opportunities with EmployIndy 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, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following Certification:

The Contractor assures that it will be a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The sub-grantee'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 employees for drug abuse violations occurring in the workplace;
- (c) Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Contract, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying EmployIndy within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2) with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

ATTACHMENT D
DRUG FREE WORKPLACE ASSURANCE
(Drug-Free Workplace Act of 1988, 45 CFR Part, Subpart F)

**CONTRACT FOR THE PROVISION OF SERVICES
OF EMPLOYMENT & TRAINING SERVICES:
YOUTHBUILD INDY OPERATIONS/CORE SERVICES**

Contract No. S1805-WD-14-YB

This Contract is effective as of January 1, 2015, by and between Indianapolis Private Industry Council, Inc. d/b/a EmployIndy (hereinafter "EmployIndy") and River Valley Resources, Inc. (hereinafter the "Contractor.") The funding for this contract comes from a grant from U.S. Department of Labor grant number YB-26255-14-60-A-18. In consideration of those mutual undertakings and covenants, the parties agree as follows:

In performing its responsibilities under this contract, the Contractor hereby certifies and assures that it will fully comply with the following applicable regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirements:

29 CFR Part 97, for State/Local Governments and Indian Tribes; OR
29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations.

Cost Principles:

2 CFR 225, For State/Local Governments and Indian Tribes;
2 CFR 220, for Institutions of Higher Education, OR
2 CFR 230, for Non-Profit Organizations.
48 CFR Part 31

Other Requirements (As Applicable):

29 CFR Part 96 and 99, Single Audit Act
29 CFR Part 93, Lobbying Certification
29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
29 CFR 98, Debarment and Suspension; Drug Free Workplace
20 CFR Part 652 et al., Workforce Investment Act
Wagner-Peyser Act.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

1) **Purpose of the Contract:** The purpose of this Contract is to implement the employment and training programs and/or services described in the Project Work Statement, attached hereto, and incorporated fully herein (the "Project Work Statement").

2) **Term:** The term of this Contract shall be from January 1, 2015 (the "Starting Date") until December 31, 2015 (the "Expiration Date"). In no event shall payments be made for work done or services performed prior to the Start Date or after the Expiration Date. The Contractor may request in writing that the Expiration Date only of this Contract be extended. Such request may

be approved in writing by EmployIndy. If the Expiration Date is extended, all other provisions of this Contract shall remain in full force and effect unless specifically modified.

3) **Attachments:** The items below are attached to and incorporated into this Contract.

- (A) Project Work Statement
- (B) Performance Measures
- (C) Billing Procedures
- (D) Applicable Statutes & Assurances
- (E) Drug Free Workplace Assurance
- (F) Assurance Regarding Debarment Suspension, Ineligibility, & Voluntary Exclusion
- (G) Assurance Regarding Lobbying for Grants & Cooperative Agreements
- (H) Signature Validation Sheet

4) **Budget:** Maximum payment, on a cost reimbursement basis, is limited to the lesser of (a) or (b):

- (a) \$327,077 as specified in the Budget ; or,
- (b) The actual cost of performing the Project described in this Contract and the Project Work Statement.

5) **Design and Implementation of Project/Assurances:** The Contractor shall be solely responsible for the proper design and implementation of the Project, as described in the Project Work Statement (attached hereto as Attachment A) and in accordance with the terms and conditions of this Contract. In this regard, Contractor makes the following assurances:

- (a) The Contractor shall modify the Project Work Statement as directed by EmployIndy in the event statutes or regulations require such modification; and
- (b) The Contractor shall comply with all applicable policy and directives issued by the USDOL and EmployIndy ; and
- (c) 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 EmployIndy and received from separate funding sources.
- (d) The Contractor shall participate in all mandatory technical assistance sessions sponsored and/or provided by EmployIndy, as specified in budget. (attached hereto as Attachment B)

6) **Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor 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, and verifiable for monitoring, reporting, audit and evaluation purposes.

7) 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 seven (7) years from the final Expiration Date of this Contract. If an audit is started prior to the expiration of the seven (7) year period, the records shall be retained until the audit findings involving the records have been resolved and final action taken. All program participant files are the property of EmployIndy. Should the Contract entered into by and between EmployIndy and the Contractor be cancelled or not renewed, the Contractor shall forward all files containing original documentation to EmployIndy within ten (10) business days of written notice of contract cancellation and/or the end of the Contract.

8) Monitoring and Compliance: EmployIndy shall have the right to monitor the Contractor's compliance with the terms and conditions of the Contract including all applicable statutes, regulations, directives and mandates. The Contractor shall provide EmployIndy with 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, and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract. The Contractor will be responsible for on-site monitoring of any sub recipient employee, subcontractor or other service provider engaged by Contractor as provided herein and to any sub recipient of any funding provider to Contractor pursuant to this contract. The Contractor shall provide EmployIndy, Indiana Department of Workforce Development and U. S. Department of Labor access to all documents, forms, reports or any other records pertaining to the implementation of this Contract during the term of the contract and/or after the expiration date as may be reasonably necessary to monitor compliance with the Contract.

9) Audits: The Contractor shall produce all accounting books, bills, vouchers, documentation and records relating to this Contract to the auditors(s) selected by the Contractor to audit this Contract. Any such auditor shall be independent, experienced and capable of performing such audits and otherwise acceptable to EmployIndy. The Contractor shall submit the auditor's report to EmployIndy within the earlier of 30 days after receipt of the auditor's report, or nine (9) months after the end of the audit period. The Contractor will be responsible for selecting the auditor(s) to audit any sub recipient. EmployIndy will retain responsibility for audit resolution. EmployIndy has the right in its discretion to conduct its own audits (with an auditor selected by EmployIndy) with respect to Contractor or any other recipient of the funding provided to Contractor pursuant to this Contract, and Contractor shall cooperate with EmployIndy in connection with such audit as reasonable requested by EmployIndy or such auditor.

10) Authority to Bind Contractor: This Contract must be signed by the chief executive officer, president, superintendent, owner, or partner of the Contractor's organization or his/her designee. If a designee signs this Contract, the Contractor must file a letter with EmployIndy from the CEO, president, superintendent, owner, or partner, or a corporate resolution, or a copy of corporate bylaws authorizing that individual (by name and by title) to sign contracts. Notwithstanding anything in this Contract to the contrary, 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 approval from the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed.

11) Employment Eligibility Verification: The subcontractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The subcontractor affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The subcontractor agrees to provide documentation to the EmployIndy that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Subcontractor is not required to participate if the Subcontractor is self-employed and does not employ any employees. EmployIndy may terminate for default if the Subcontractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the EmployIndy.

12) Payment of Contract Funds by EmployIndy: The payment of Contract funds by EmployIndy to the Contractor shall be made in accordance with and subject to the following schedule and conditions:

- (a) This Contract must be fully executed.
- (b) No funds that are transferred under this Contract 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 without a (i) written financial contract between the Contractor and that person and (ii) compliance with the provisions of this contract regarding EmployIndy's right to approve subcontractors. EmployIndy shall reserve the right not to honor request for payments from the contractor received more than sixty (60) days after the expiration date.
- (c) All payments by EmployIndy to the Contractor for services rendered pursuant to this Contract shall be made on an accrual (reimbursement) basis and shall be accompanied with financial reports that are required by EmployIndy. No cost shall be accrued prior to the starting date of this Contract.
- (d) EmployIndy reserves the right not to honor requests for payment received more than ninety (90) days after the Expiration Date. EmployIndy also reserves the right to withhold final payment until agency-required reports are received and accepted.
- (e) Failure to complete the Project and expend the funds in accordance with this Contract may be considered a material breach of this Contract and shall entitle EmployIndy to terminate this contract in accordance with Paragraph 28, below.
- (f) EmployIndy's obligations are subject to (i) receipt of funding from the sources identified in the introduction of this contract, and (ii) satisfactory performance of Contractor's obligations under this contract on timely basis.

- (g) Contractor's rights to payment for any services or obligations that are subject to a subcontract are conditioned upon compliance with the procedures for approval of subcontractors set forth in this Contract.

13) **Compliance with Laws:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or 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 regulations thereunder after execution of this Contract shall be reviewed by EmployIndy and the Contractor to determine whether the provisions of the Contract require formal modification.

14) **Conflict of Interest:** No member, official, or employee of the Contractor shall have any personal interest, direct or indirect, in this Contract, nor shall any such member official, or employee participate in any decision relating to the Contract which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly interested. No officer, employee or agent nor any member of their family, shall financially benefit from the activities of any program participant or applicant. EmployIndy may cancel this Contract without recourse by the Contractor if it is determined any conflict of interest exists.

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

- (a) No funds made available under this Contract shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
- (b) 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.
- (c) 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.
- (d) It is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.

15) **Governing Laws:** This Contract shall be construed in accordance with and governed by the laws of the state of Indiana without regard to its conflict of law principles and suit if any, must be brought in the state of Indiana. The Contractor agrees that the sole venue for any action arising out of this Contract is the U.S. District Court having jurisdiction over Indianapolis, Indiana or

any state court sitting in Marion County, Indiana or any contiguous counties, and consents to the jurisdiction of such courts and waives any objection to such jurisdiction and venue.

16) **Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless EmployIndy and its agents, officers, and employees from all claims and suits, including court costs, attorneys' fees, and other expenses caused by any act or omission of the Contractor or its agent, if any. EmployIndy shall not provide such indemnification to the Contractor. If Contractor is a department, division, instrumentality, or agency of the state, the above indemnification provision is inapplicable.

17) **Independent Contractor:** Both parties hereto, in the performance of this Contract 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.

18) **Insurance:** 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 \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate;(ii) professional liability coverage with minimum limits of \$1,000,000 per claim and \$5,000,000 in aggregate; (iii) fidelity crime insurance coverage covering employee dishonesty of \$1,000,000 per occurrence or loss and in the aggregate; (iv) workers' compensation coverage consistent with the laws of the State of Indiana.

- (a) All insurance required hereunder shall be with a responsible carrier acceptable to EmployIndy, shall name EmployIndy as an additional insured, and shall also contain a provision for at least ten (10) days' notice to EmployIndy of cancellation. Contractor shall provide EmployIndy with a Certificate in such form as is acceptable to EmployIndy evidencing such insurance prior to the release of any Contract funds. Failure to maintain such insurance shall result in the termination of this Contract.
- (b) If Contractor is a department, division, instrumentality, or agency of the State of Indiana, or of a county, municipal or local government, the foregoing insurance coverage shall not be required; however, Contractor may elect to provide such coverage.

19) **Licensing Standards:** Contractor, its employees and any subcontractors shall comply with all applicable licensing, certification or accrediting standards and any other laws and regulations

governing the services to be provided pursuant to this Contract. If licensure, certification or accreditation expires or is revoked, Contractor shall immediately notify EmployIndy.

20) **Minority Business Enterprise:** EmployIndy has established a goal of 5% participation by minority business in contracts. The Contractor is encouraged to make a good faith effort to subcontract with minority business as defined in IC 4-13-16.5-1.

21) **Modification:** EmployIndy and the Contractor shall modify or extend this Contract consistent with applicable law and USDOL policy. Such modification or extension shall be made by mutual written agreement of the parties.

EmployIndy and the Contractor further agree that either party shall be able to implement system and administrative changes, notwithstanding any other provision of this Contract in the following manner:

- (a) By prior written agreement, signed by EmployIndy and the Contractor, for any such change to this Contract that does not affect the period of performance, price, and scope of work, budget or other provisions of this Contract.
- (b) Flexibility is allowed within the Contract Budget (except wages, salaries and fringe benefits), provided no single line item is increased or decreased by more than 10%. Changes in excess of 10% and any changes in wages, salaries and fringe benefits must receive prior written approval from EmployIndy.

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

A. Notices to EmployIndy shall be sent to:

President & CEO
Indianapolis Private Industry Council d/b/a EmployIndy
PNC Center South
115 W. Washington Street, Suite 450S
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

River Valley Resources, Inc.
Margo Olson, Executive Director
100 East Second Street, Suite E
Madison, IN 47250

Such notices shall be deemed to have been duly given: (i) if delivered personally, then on the date received, (ii) if a Party has provided a facsimile number for delivery of notice and notice is so delivered, then on the date received or if received after the recipient's close of business on such day, then on the next Business Day, (iii) if delivered by overnight courier, then on the next Business Day after deposit with the courier service day of delivery indicated by such evidence, and (iv) if mailed, then four (4) Business Days after mailing if sent by U.S. registered or certified mail.

23) **Order of Precedence:** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) Exhibits prepared by EmployIndy, and (3) Exhibits prepared by the Contractor.

24) **Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of EmployIndy upon delivery of such property by the vendor in accordance with the applicable federal legislation.

25) **Repayment:** The Contractor is 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 EmployIndy, 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, EmployIndy, or the obligee.

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

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

- (a) Improper use of funds in connection with this Contract as reasonably determined by EmployIndy.
- (b) Reasonable determination by EmployIndy that the successful performance of this Contract is improbable or infeasible.
- (c) Termination or suspension of availability of federal funds for the performance of this Contract as reasonable determined by EmployIndy.
- (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 as reasonably determined by EmployIndy.

- (f) Failure to take proper corrective action in a timely manner as determined by EmployIndy.

28) Termination for Convenience: Either party may terminate this Contract for any reason or no reason, at any time upon delivery of written notice by certified mail to the other party at least sixty (60) calendar days prior to the effective date of termination. In such event Contractor will cooperate with EmployIndy as EmployIndy may reasonably request to assure an orderly wind-down or transition of the services provided pursuant to this Contract, including a continuation of such services on the terms of this Contract beyond such sixty day notice period if reasonably required for such orderly transition.

If the termination is initiated by EmployIndy, the termination shall be set for and effective on the date after the last day the Contractor will be expected to provide any services under this contract including those related to the wind- down transition. EmployIndy shall reimburse Contractor for all costs and non-cancellable commitments incurred within the budget specified in Attachment B (attached) prior to the effective date of such termination.

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

30) Non-Collusion and Acceptance: The undersigned attests, subject to the penalties for perjury that he/she is the 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 firm, company, corporation or partnership represented by him/her, 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 hereof.

31) Intellectual Property Rights. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant; and (ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to EmployIndy and all such materials will be the property of EmployIndy.

32) Public Information: The Contractor shall identify USDOL in cooperation with EmployIndy as a funding source of this training program in any information made public concerning this program and shall use the following language: "Funded by the USDOL in cooperation with Indianapolis Private Industry Council, Inc. d/b/a EmployIndy the Workforce Investment Board for Marion County." The format in which information is made public may include, but not be limited to, media releases, pamphlets, flyers, brochures, op-ed, and letters to the editor, other opinion pieces, and videos.

Additionally, Contractor is required to place an acknowledgement of USDOL support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of, or describing, a USDOL-supported activity. An acknowledgment shall be to the effect that:

"This publication was made possible by Agreement No. YB-26255-14-60-A-18 from the USDOL" or "The project described was supported by Agreement No. YB-26255-14-60-A-18 from the USDOL" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the USDOL."

33) Subcontractors: If the Contractor utilizes any third party ("subcontractor") to perform any of the Contractor's obligations under this Contract, then (i) Contractor shall give EmployIndy notice of such desire, which notice shall identify the proposed subcontractor, describe the tasks to be performed by such subcontractor and provide a description of the proposed subcontractor's qualifications to perform such tasks, (ii) EmployIndy shall have the right to approve such subcontractor and shall give Contractor prompt notice of EmployIndy's approval or rejection of such proposed subcontractor, (iii) if such subcontractor approved, the subcontract shall include express provisions requiring the subcontractor to agree to the undertakings and assurances contemplated or required by this Contract. Including those in the Attachments to this Contract) or otherwise reasonably requested by EmployIndy, (iv) if EmployIndy does not approve of such subcontractor, EmployIndy will give notice to Contractor of the reasons (if any) for such rejection and will cooperate with Contractor to resolve any objections or to find and alternate provider for such services, (v) EmployIndy will be a third party beneficiary of any agreement between Contractor and such subcontractor, (vi) EmployIndy shall have the right to require Contractor to replace any subcontractor that EmployIndy has reasonably determined is not performing the tasks to be performed by such subcontractor or has determined in EmployIndy's discretion that removal is in the best interest of EmployIndy, and (v) in any event, Contractor remains fully responsible for performance of all of its obligations under this contract, including any performance by any subcontractor.

34) Dispute Resolution: The parties mutually agree that the interests of fairness, efficiency and good business practices are best served when the parties employ reasonable and informal means to resolve any dispute under this Contract prior to invoking a remedy provided elsewhere in this Contract. The parties will use their reasonable best efforts to resolve disputes arising under this Contract at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute between the parties cannot be resolved in the normal course of business, a senior executive of the party initiating this dispute resolution process will notify a senior executive of the other party in writing of the dispute, specifying the disputed

issues. Thereafter, such executives, or their designated representatives, as applicable, will use their reasonable best efforts to resolve the dispute within seven (7) business days of submission by a party to the others of such a dispute notice (or such longer time as the parties may agree). If such executives or as applicable, designated representatives are unable to resolve the dispute within such period the parties shall then be entitled to terminate this Contract in accordance with Paragraph 28.

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The parties, having read and understanding the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

River Valley Resources, Inc.



Margo Olson, Executive Director

1/29/2015
Date

EmployIndy



Brooke Huntington, President & CEO

2/3/15
Date

ATTACHMENT A

Project Work Statement

Contract No. S1805-WD-14-YB

Period of Performance

January 1, 2015 through December 31, 2015

Total Contract Cost

\$327,077

The scope of this work statement covers the Core Services and Case Management module which will be referred to as module 1. This module will work in conjunction with the Educational Services (module 2) and the Construction Management (module 3) modules of YouthBuild Indianapolis. The overall focus of YouthBuild Indianapolis is to provide direct and wrap around services essential to the long-term longevity of the participants within the program. All YouthBuild Indianapolis operations will be under the direction of EmployIndy serving as the main grantee.

Staffing

Quality of staffing is a cornerstone to a successful YouthBuild Indianapolis grant cycle. The quality of the staff, development of the staff, and the direction given to staff are all critical components to a successful YouthBuild Indianapolis grant cycle. As such, the following conditions related to staffing will exist:

- EmployIndy will reserve the right to participate in the staff hiring interview process and to make recommendations on all contractor staff hiring and promotions. The ultimate responsibility for all contractors' hiring resides with the contractor.
- All staff that are in any way involved in the YouthBuild Indianapolis system will have a full criminal background check prior to the start of work. EmployIndy will develop policy to provide contractor guidance related to the use of background checks for the hiring process.
- All staffing levels will have minimum credential requirements. A joint management team consisting of EmployIndy and contractor representatives led by EmployIndy will set the hiring standards.
- All staff will have continuing education requirements. A minimum of 20 work hours per staff person per year must be dedicated to continuing education. A joint management team consisting of EmployIndy and contractor representatives led by EmployIndy will create a list of acceptable continuing education and the contractor will build such continuing education and credentialing requirements into employees' performance reviews.
- Staff training will include, but not be limited to: contractor provided training as outlined in their proposal or any other appropriate Indiana Department of Workforce Development or U.S. Department of Labor sponsored training.

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ATTACHMENT A

Project Work Statement

Contract No. S1805-WD-14-YB

Core Services and Case Management Module (Module 1)

Purpose

The purpose of Module 1 is to meet or exceed the needs of YouthBuild Indianapolis as it relates to provision of core services and case management. Staff will focus on providing direct and wrap around services to assist participants with making a permanent life change and becoming valued citizens of the community. Additionally, staff will work in collaboration with the other modules to ensure all participants have a realistic and empowering career and/or post- secondary education plan and provide the follow-up services during the required twelve month period.

System Role

Module 1 will understand basic eligibility, work to assist in the recruitment and screening of candidates, develop an initial case management strategy, provide access to services that will aid in barrier busting, monitor attendance, and provide access to supportive services such as transportation assistance and stipends. The provision of services will occur through collaboration with other modules, other EmployIndy programs, other community based organizations, and other faith based organizations.

The main objective for Module 1 is to develop and implement the case management strategy for each participant. This will be achieved through a discovery process that includes an initial application, screening of eligibility of available programs, and comprehensive assessment of each participant. Upon completion of the comprehensive assessment by all modules, case conferencing shall be used to ensure all identified barriers are addressed in a timely manner.

Staff members in Module 1 will continue to monitor and develop service strategy plans through completion of the program to ensure the highest level of success for each participant. Module 1, along with all other modules, will collaborate with key partners in the community including WorkOne Indianapolis, PowerTrain Indianapolis, WorkIndiana, and organizations with a current MOU's as provided by EmployIndy.

Primary Responsibilities:

- Work in conjunction with the staff and management of the other modules to ensure a seamless service provision to the participants. All staff of YouthBuild Indianapolis must represent one team with one mission.
- Ensure all participants are eligible for YouthBuild Indianapolis, and when appropriate the Workforce Investment Act / Workforce Innovation and Opportunities Act with proper documentation in participant electronic case files.
- Ensure accuracy of participant files in the designated case management system as required by program.

ATTACHMENT A

Project Work Statement

Contract No. S1805-WD-14-YB

- Utilize the following systems for case management as identified by EmployIndy:
 - WorkOneIndy.com – primary case management including comprehensive case notes by all modules and file management of YBI participants
 - TrackOne – case management and file management of WIA/WIOA participants
 - eNDMS – recording of JAG service provision
 - YouthBuild MIS – recording of program enrollment and all pertinent service delivery and case notes as expected by the U.S. Department of Labor
 - YES MIS – program enrollment and requirements of the program
- Develop a comprehensive service strategy and career plan with through collaboration with Module 2 and 3
 - Career planning should utilize but not be limited to systems such as Indiana Career Connect, Indiana Career Explorer, and cTorq
- Ensure participant daily attendance is document and tallied for appropriate distribution of weekly stipend amounts
- Provide all participants with referrals to third party organizations when the YouthBuild Indianapolis staff do not possess the resources to address specific barriers the participants are facing
- Assist in the schedule of community service efforts, program celebrations, field trips, and end of program graduation
- Refer participants, as appropriate, to jobs and post-secondary programs including certificate and degree programs
- Provide follow-up contact and services to ensure the continued success of participants
 - Recording contacts and retention / placement information in appropriate systems
- Participate, as needed, in planning and review meetings to aid in the improved performance of YouthBuild Indianapolis
- Maintain a positive, collaborative, and empowering attitude each day that places a focus on servant leadership and improving the quality of life of our participants

ATTACHMENT B

Planned Outcomes and Performance

Contract No. S1805-WD-14-YB

Period of Performance

January 1, 2015 - December 31, 2016

The following chart (Addendum A) provides monthly and annual goals for all service providers in the YouthBuild Indianapolis system. The goals are created in two categories. Program metrics are the required end of program elements that will be reviewed the U.S. DOL to determine program outcomes. KPI (Key Performance Indicators) are data elements identified by EmployIndy to aid in understanding what program outcomes should occur at the end of each cycle and the close of the grant.

Within this contract, the program metrics and KPI are used as a measure of the effectiveness of the module service providers. Each metric has identified modules that can have a direct impact on the outcomes. The contract does not have a pay for performance element but the outcomes may be used in future contracting decisions.

Measure	Type	Module	Target	Measure Date	Measured By
Enrollment Rate	Program	1,2,3	35 per cycle	April 1st of cycle year	Number of trainees officially enrolled into YBI (shown in the U.S. DOL YouthBuild MIS)
Daily Trainee Attendance	KPI	1,2,3	85% per trainee for the entire cycle	Reviewed Monthly	Review of Attendance Records
Accuracy of Service and Case Note Entry	KPI	1,2,3	All services and case notes entered accurately and timely in all systems	Reviewed Monthly	Review of data systems
Meeting Budget Goals	KPI	1,2,3	Maintaining 100% expenditures in each category	Review Monthly	Review of AER's submitted
Recidivism Retention	Program	1,2,3	80% of trainees with a prior criminal record will avoid arrest for a new crime or incarceration for revocation of parole or probation	12 months from date of enrollment in YouthBuild Indianapolis	Reports taken from U.S. DOL YouthBuild data management system

ATTACHMENT B

Planned Outcomes and Performance

Contract No. S1805-WD-14-YB

Education	KPI					
(a) Progress toward HSED	KPI	1,2	80% of cohort will demonstrate progress toward readiness to register for and pass the TASC exam	Reviewed monthly following the completion of the 9th week of the program	Review of number of trainees registered to sit for the TASC test.	
(b) HSED Attainment	Program	2	80% of cohort	End of training cycle or before unsuccessful exit	TASC test results	
(c) Literacy/Numeracy Gains	Program	2	75% of trainees who are basic skills deficient math or reading will increase at least one educational level as defined by U.S. DOL in the YouthBuild MIS	End of training cycle or before unsuccessful exit	GED test results	
Career Readiness						
(a) Progress toward Work Readiness	KPI	1	85% of trainees will demonstrate progress toward completion of the OOS JAG components each month	Reviewed Monthly	Review of interim outcomes in eNDMS	
(b) Development and review/revise of career plan	KPI	1,2,3	100% of trainees will develop and review/revise their career plan monthly	Reviewed Monthly	Review of ISS documents and services in WorkOneIndy.com/TrackOne	
(c) Completion of JAG Work Readiness Curriculum	Program	1	85% of trainees will complete and show proficiency in the required areas of the OOS JAG curriculum	End of training cycle or before unsuccessful exit	Review of outcomes in eNDMS	

ATTACHMENT B

Planned Outcomes and Performance

Contract No. S1805-WD-14-YB

Construction	KPI	3	75% of cohort will demonstrate progress toward identified construction credential	Reviewed Monthly	Review of monthly reports/test scores
(a) Progress toward identified construction credential	KPI	3	75% of cohort will demonstrate progress toward identified construction credential	Reviewed Monthly	Review of monthly reports/test scores
(b) Acquisition of identified construction credential	KPI	3	75% of cohort will earn identified construction credential	End of training cycle or before unsuccessful exit	Final test scores/submission of certification requests to issuing entity
(c) Execution of construction rehabilitation on time and at or under budget	KPI	3	Construction rehab work follows the established schedule and within budgetary limits established with partner	Reviewed Monthly	Review of monthly reports/monitoring
Outcomes and Follow-Up					
(a) Placement in employment, military, or post-secondary education	Program	1,2,3	Trainee gains employment, enlists in the military, or enrolls in a post-secondary education program	1st quarter after successful exit	Proof or employment/enlistment/enrollment and data entered in U.S. DOL MIS
(b) Completion of credential	Program	1,2,3	Trainee completes recognized credential or obtains HSED	1st quarter after successful exit	TASC test results of proof of credential
(c) Contact made with all trainees on a quarterly basis in follow-up	Program	1,2,3	Staff contact and provide follow-up services to exited trainees	4 quarters after exit	WorkOneIndy.com ad U.S. DOL MIS
(d) Retention of employment / post-secondary	Program	1,2,3	Trainees placed in 1st quarter after exit are still employed or in post-secondary	3rd quarter after exit	Proof or employment/enlistment/enrollment and data entered in U.S. DOL MIS

ATTACHMENT C

Billing Procedures

Contract No. S1805-WD-14-YB

Period of Performance

January 1, 2015 through December 31, 2015

Total Contract Budget

\$327,077

1. Accrued Expenditure Reports will be sent after full execution of contract.
2. The Report must be submitted to Eleena Morris, Grant/Contract Services Accountant at EmployIndy via e-mail, fax or the U.S. postal service.

Eleena Morris
Account Services Coordinator
EmployIndy
115 W. Washington Street, Suite 450 S
Indianapolis, IN 46204

Phone: 317.684.2241

FAX: 317.639.0103

E-mail: emorris@employindy.org

3. Any questions regarding the submission of the Accrued Expenditure Report and this billing procedure can be directed to Eleena Morris.
4. AER's except for profit portion must be completed and received by the 6th working day of each month.
5. Profit AER will have a different due date that allows for accumulation of monthly performance.

ATTACHMENT C

Billing Procedures

Contract No. S1805-WD-14-YB

**RIVER VALLEY RESOURCES, INC.
Youthbuild INDY
ACCRUED EXPENDITURE REPORT
01/01/2015 - 12/31/2015**

Contract No. S1805-WD-14-YB

Period Ending _____

Contractor Name	River Valley Resources Inc.
Address	100 East Second Street, Suite E
City, State, Zip Code	Madison, IN 47250
Telephone Number:	(812) 265-2652
Fax Number:	(812) 265-2664
Contact Person:	Margo Olson, Executive Director

Report due 6th working day of each month

Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Youthbuild: CFDA 17.274					
Personnel	84,140.00	-	-	0%	\$84,140.00
Staff Development & Travel	1,800.00	-	-	0%	\$1,800.00
Direct Participants	144,111.00	-	-	0%	\$144,111.00
Non Direct	9,000.00	-	-	0%	\$9,000.00
Overhead	13,026.00	-	-	0%	\$13,026.00
WIA OS Youth: CFDA 17.259					
Personnel	75,000.00	-	-	0%	\$75,000.00
Total	\$ 327,077.00	\$ -	\$ -	0%	\$327,077.00

Contractor Representative _____

Date _____

EmployIndy Representative _____

Date _____

ATTACHMENT D

APPLICABLE STATUTES AND ASSURANCES

1. Applicable Statutes and Regulations

- (a) PL 105-200 Workforce investment Act of 1998;
- (b) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 18 et seq., Federal Fair Labor Standard Act; and
- (d) Indianapolis Private Industry Council policies and procedures.

2. Assurances

- (a) The Sub-Grantee agrees to comply with the Uniform Conflict of Interest Standards for WIBs issued by the State, which by reference is incorporated herein.
- (b) The Sub-Grantee will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIA and agrees to educate all staff members on the requirements of this statutory provision.
- (c) The Sub-Grantee 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.
- (d) The Sub-Grantee assures service providers will be selected in a manner consistent with applicable law and State policy and that documentation supporting the procurement will be kept for review.
- (e) The Sub-Grantee assures that no funds will be used for services described in any modification to the approved local workforce investment plan unless the workforce investment board and chief elected officials adhere to Sec. 118 of the WIA and all State policies and directives regarding modification of the plan, which policies and directives are hereby incorporated by reference.
- (f) The Sub-Grantee agrees to comply with the provision of veteran's preference consistent with applicable law and description of preference procedures contained in the local Workforce Investment Plan, which policies and directives are hereby incorporated by reference.
- (g) The Sub-Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Americans with Disabilities Act of 1990 makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also outlaws discrimination against individuals with disabilities in State and local government services, public accommodations, transportation and telecommunications;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1973, as amended, which prohibits discrimination of age, and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Sub-Grantee also assures that it will comply with 29 CFR parts 37 and all other regulations implementing the laws listed above. This assurance applies to the Sub-Grantee's operation of the WIA Title 1 financially assisted program or activity, and to all agreements the Sub-Grantee makes to carry out the WIA Title 1 financially assisted program or activity. The Sub-Grantee understands that the United States has the right to seek enforcement of this assurance.

ATTACHMENT E

DRUG FREE WORKPLACE ASSURANCE

(Drug-Free Workplace Act of 1988, 45 CFR Part, Subpart F)

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to EmployIndy within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Contractor's or any subcontractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract Agreement and/or debarment of contract opportunities with EmployIndy 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 Agreement is expressly subject to the terms, conditions and representations of the following Certification:

The Sub-Grantee assures that it will be a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The sub-grantee'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 employees for drug abuse violations occurring in the workplace;
- c) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 1. Abide by the terms of the statement; and,
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying EmployIndy within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2) with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes be a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

ATTACHMENT F

ASSURANCE REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Sub-Grantee, a recipient of Federal assistance funds under this agreement, assures that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or EmployIndy. The term "principal" for purposes of this Contract Agreement is defined as 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 Sub-Grantee.

This assurance is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR parts 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below.

1. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Sub-Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL), the State of Indiana or EmployIndy may pursue available remedies, including suspension and/or debarment.
2. The Sub-Grantee assures that it will provide immediate written notice to IPIC if at any time the Sub-Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
4. The Sub-Grantee agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The Sub-Grantee further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the

ATTACHMENT F

Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

ASSURANCE REGARDING LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS

Pursuant to USC Section 1352, Title 31 of the U.S. Code and any regulations promulgated thereunder, Sub-Grantee hereby assures and certifies that, to the best of his or her knowledge and belief, that:

1. By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below. This assurance is material representation of fact upon which reliance was placed when this transaction was made or entered into.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-Grantee shall complete and submit Standard Form L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The Sub-Grantee shall require that the language of this assurance be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

ATTACHMENT H

SIGNATURE VALIDATION SHEET

Under the provision of this contract the following persons are authorized to sign official documents.

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

CONTRACT MODIFICATION SHEET
Contract No. S1805-WD-14-YB

CONTRACTOR	CONTRACTING AGENT
River Valley Resources 100 East Second Street Madison, IN 47250	Indianapolis Private Industry Council Inc. d/b/a EmployIndy 115 W. Washington Street, Suite 450S Indianapolis, Indiana 46204
Modification Number: One Contract Period: 01/01/2015 - 12/31/2015	Description of Modification: <ul style="list-style-type: none"> • Increases funding in the amount of \$235,500 • Extends the contract thru 2016 with a one additional year option

1. Contract end date extended to 12/31/16 with the option for a renewal for follow-up services to 12/31/17
2. Budget adjustments in the following areas:
 - o Personnel
 - WIOA Youth increased by \$50,000 to \$125,000
 - Youth Build increased by \$150,000 to 234,140
 - o Staff Development & Travel
 - Youth Build increased by \$2500 to \$4300
 - o Direct Participant
 - Remains unchanged at \$144,111
 - o Non Direct
 - Youth Build increased by \$11,000 to \$20,000
 - o Overhead
 - Youth Build increased by \$22,000 to \$35,026
3. All other matters previously agreed to and set forth in the original Contract for the Provision of Services are not affected by the Modification and shall remain in full force and effect.

CONTRACT MODIFICATION SIGNATURES

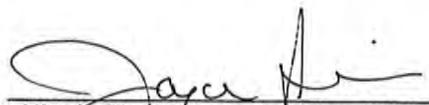
IN WITNESS WHEREOF, Contracting Agent, **Indianapolis Private Industry Council, Inc. d/b/a EmployIndy**, and Contractor, **River Valley Resources** by their respective officers thereunto duly authorized, have executed this contract modification.

CONTRACTOR:
 River Valley Resources

CONTRACTING AGENT:
 EmployIndy



 Margo Olson, Executive Director



 Nicole Thompson, President & CEO
 Joyce Irwin, Board chair

1/22/2016

 Date

2-9-16

 Date

**CONTRACT FOR THE PROVISION
OF EMPLOYMENT AND TRAINING SERVICES
YEAR 2015 FUNDS
JOBS FOR AMERICA'S GRADUATES (JAG) PROGRAM**

Contract No. S2002-WI-15-Y

This Contract, entered into by and between Indianapolis Private Industry Council, Inc. D/B/A EmployIndy (hereinafter "EmployIndy") and Telamon Corporation d/b/a Transition Resources Corporation (hereinafter the "Contractor") under the Workforce Investment Act Grant and the Workforce Innovation and Opportunity Act Grant is executed pursuant 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) **Purpose of the Contract:** This Contract shall be used exclusively in accordance with the provisions contained in this Contract and in the applicable federal and state statutes, rules and regulations. The purpose of this Contract is to implement the employment and training programs and/or services described in the Project Work Statement, attached hereto, and incorporated fully herein (the "Project" or the "Project Statement"). The funding source(s) to support this Contract are funds made available pursuant to the federal Workforce Investment Act, 29 USC 2801 et seq, and any amendments thereto.

2) **Term:** The term of this Contract shall be from July1, 2015 (the "Starting Date") until June 30, 2016 (the "Expiration Date"). The contract may be extended for two (2) years not to exceed one year increments upon determination by EmployIndy in its discretion that performance has been acceptable, that funding is available and that the extension is in EmployIndy's best interests. In no event shall payments be made for work done or services performed prior to the Start Date or after the Expiration Date. The Contractor may request in writing that the Expiration Date only of this Contract be extended. Such request may be approved in writing by EmployIndy. If the Expiration Date is extended, all other provisions of this Contract shall remain in full force and effect unless specifically modified.

3) **Attachments:** The items below are attached to and incorporated into this Contract.

- (a) Project Work Statement
- (b) Project Budget & Planned Outcomes
- (c) Billing Procedures
- (d) Applicable Statutes & Assurances
- (e) Drug Free Workplace Assurance
- (f) Assurance Regarding Debarment Suspension, Ineligibility & Voluntary Exclusion
- (g) Assurance Regarding Lobbying for Grants & Cooperative Agreements
- (h) Signature Validation Sheet
- (i) Workforce Investment Act Grievance Procedures

(j) Insurance & Bonding

4) **Budget:** The Project Budget & Planned Outcomes schedule is attached hereto and incorporated fully herein (the "Budget"). Maximum payment, on a cost reimbursement basis, is limited to the lesser of (a) or (b):

- (a) \$850,000, as specified in the Budget ; or,
- (b) The actual cost of performing the Project described in this Contract Agreement and the Project Statement.

5) **Performance:** The Program Service Schedules and Projected Expenditure Schedule are attached and made part of this Agreement. EmployIndy uses a performance-based contract management system and may award additional funds to contracts which exceed performance and expenditure projections relative to contracted goals or deobligate funds from contracts that EmployIndy determines unlikely to achieve contracted service performance or expenditure goals. EmployIndy will notify Contractor of programs that are significantly over- or under-performing (performing more than 15% above or below projections) in writing and provide at least thirty (30) days notice before modifying obligated contract budget amounts.

6) **Design and Implementation of Project/Assurances:** The Contractor shall be solely responsible for the proper design and implementation of the Project, as described in the Project Statement and in accordance with the terms and conditions of this Contract. In this regard, Contractor makes the following assurances:

- (a) The Contractor shall modify the Project Statement as directed by EmployIndy in the event statutes or regulations require such modification; and
- (b) The Contractor shall comply with all applicable policy and directives issued by the Department of Labor, State of Indiana and EmployIndy; and
- (c) 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 EmployIndy and received from separate funding sources.
- (d) The Contractor shall participate in all mandatory technical assistance sessions sponsored and/or provided by EmployIndy.

7) **Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor 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.

8) 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 an audit is started prior to the expiration of the 3 year period, the records shall be retained until the audit findings involving the records have been resolved and final action taken. All program participant files are the property of EmployIndy. Should the Contract Agreement entered into by and between EmployIndy and the Contractor be cancelled or not renewed, the Contractor shall forward all files containing original documentation to EmployIndy within ten (10) business days of written notice of contract cancellation and/or the end of the contract.

9) Monitoring and Compliance: EmployIndy shall monitor the Contractor's compliance with the terms and conditions of the Contract including all applicable statutes, regulations, directives and mandates. The Contractor shall provide EmployIndy with 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, and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract. The Contractor will be responsible for on-site monitoring of any sub-recipient. The Contractor shall provide EmployIndy, Indiana Department of Workforce Development, and U. S. Department of labor access to all documents, forms, reports or any other records pertaining to the implementation of this Contract during the term of the contract and/or after the expiration date as may be reasonably necessary to monitor compliance with the Contract Agreement.

10) Audits: The Contractor shall produce all accounting books, bills, vouchers, documentation and records relating to this Contract to the auditor(s) selected by the Contractor to audit this Contract. The Contractor shall submit the auditor's report to EmployIndy within the earlier of 30 days after receipt of the auditor's report, or nine (9) months after the end of the audit period. The Contractor will be responsible for selecting the auditor(s) to audit any subrecipient. EmployIndy will retain responsibility for audit resolution.

11) Authority to Bind Contractor: This Contract Agreement must be signed by the chief executive officer, president, superintendent, owner, or partner of the Contractor's organization or his/her designee. If a designee signs this Contract Agreement, the Contractor must file a letter with EmployIndy from the CEO, president, superintendent, owner or partner, or a corporate resolution, or a copy of corporate bylaws authorizing that individual (by name and by title) to sign contracts. 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.

12) Payment of Contract Funds by EmployIndy: The payment of Contract funds by EmployIndy to the Contractor shall be made in accordance with the following schedule and conditions:

- (a) This Contract must be fully executed.
- (b) No funds that are transferred under this Contract 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 without a written financial contract between the Contractor and that person. This sub-contractor shall reserve the right of the Contractor not to honor request for payments received more than 60 days after the Expiration Date.
- (c) All payments by EmployIndy to the Contractor for services rendered pursuant to this Contract shall be made on an accrual (reimbursement) basis and shall be accompanied with financial reports that are required by EmployIndy. No cost shall be accrued prior to the starting date of this Contract.
- (d) All payments by EmployIndy are subject to the encumbrance of monies, to the prohibition against advance payments under IC 4-13-2-20, and to all of the State's fiscal policies and procedures.
- (e) EmployIndy reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. EmployIndy also reserves the right to withhold final payment until agency-required reports are received and accepted.
- (f) Failure to complete the Project and expend the funds in accordance with this Contract may be considered a material breach of this Contract Agreement and shall entitle EmployIndy to impose sanctions against the Contractor including, but not limited to, suspension of all contract programs until such time as all material breaches are cured to EmployIndy's satisfaction. Sanctions may also include repayment of all funds expended for activities not identified in the scope of the Project Statement or the Budget. The remedies described in this subparagraph are in addition to any other remedies EmployIndy may have at law or equity.

13) Compliance With Laws: The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or 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 regulations thereunder after execution

of this Contract Agreement shall be reviewed by EmployIndy and the Contractor to determine whether the provisions of the Contract require formal modification.

14) Employment Eligibility Verification: The subcontractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The subcontractor affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The subcontractor agrees to provide documentation to EmployIndy that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Subcontractor is not required to participate if the Subcontractor is self-employed and does not employ any employees. EmployIndy may terminate for default if the Subcontractor fails to cure a breach of this provision no later than thirty (30) days after being notified by EmployIndy.

15) Conflict of Interest: No member, official, or employee of the Contractor shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly interested. No officer, employee or agent nor any member of their family, shall financially benefit from the activities of any program participant or applicant. EmployIndy may cancel this Agreement without recourse by the Contractor if it is determined any conflict of interest exists.

16) Confidentiality: 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 will abide by 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.

17) Funding Cancellation: When EmployIndy makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, this Contract Agreement shall be canceled. A determination by EmployIndy that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

(a) No funds made available under this Contract shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.

(b) 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.

(c) 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.

(d) It is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.

19) **Governing Laws:** This Contract Agreement 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 agrees to indemnify, defend, and hold harmless EmployIndy and its agents, officers, and employees from all claims and suits, including court costs, attorneys' fees, and other expenses caused by any act or omission of the Contractor or its agent, if any. EmployIndy shall not provide such indemnification to the Contractor. If Contractor is a department, division or agency of the state, the above indemnification provision is inapplicable.

21) **Independent Contractor:** Both parties hereto, in the performance of this Contract, 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.

22) **Insurance and Bonding:**

- (a) 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 \$300,000 combined single limit per occurrence, \$500,000 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 EmployIndy, shall name EmployIndy as an additional insured, and shall also contain a provision for at least ten (10) days' notice to EmployIndy of cancellation. Contractor shall provide EmployIndy with a Certificate evidencing such insurance prior to the release of any Contract funds. Failure to maintain such insurance shall result in the termination of this Contract.

- (b) The Contractor shall provide a fidelity bond in the amount of (i) \$100,000, or (ii) the highest single total disbursement planned pursuant to this Contract and all other EmployIndy contracts or 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 EmployIndy 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 EmployIndy shall result in termination of this Contract Agreement and any funds awarded hereunder. Pursuant to Indiana Code 4-13-2-20(i), such security shall not be required if the Contractor is a school corporation (as defined in IC 20-10.1-1-1), or a state educational institution (as defined in IC 20-12-0.5-1).
- (c) If 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.

23) **Licensing Standards:** Contractor, its employees and any subcontractors shall comply with all applicable licensing, certification or accrediting standards and any other laws and regulations governing the services to be provided pursuant to this Contract Agreement. If licensure, certification or accreditation expires or is revoked, Contractor shall immediately notify EmployIndy.

24) **Minority Business Enterprise:** EmployIndy has established a goal of 5% participation by minority business in contracts. The Contractor is encouraged to make a good faith effort to sub-contract with minority business as defined in IC 4-13-16.5-1.

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

EmployIndy and the Contractor further agree that either party shall be able to suggest system and administrative changes, notwithstanding any other provision of this Contract, in the following manner:

- (a) By written agreement, signed by EmployIndy and the Contractor, for any such change to this Contract that does not affect the period of performance, price, scope of work, budget or other provisions of this Contract.
- (b) The Contractor covenants that, while it is authorized to make budget adjustments within cost categories so long as the adjusted cost category amount continues to meet any maximum/minimum limitations, it will

submit a letter modification to this Contract Agreement if the adjustment to a cost category is (+) or (-) 10% of the amount budgeted.

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

A. Notices to EmployIndy shall be sent to:

President, EmployIndy
PNC Center South
115 W. Washington Street, Suite 450 South
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Suzanne Orozco
Executive Director
Telamon Corporation d/b/a Transition Resources Corporation
5560 Munford Road
Raleigh, NC 27612

27) **Order of Precedence:** Any inconsistency or ambiguity in this Contract Agreement shall be resolved by giving precedence in the following order: (1) this Contract Agreement, (2) Exhibits prepared by EmployIndy, and (3) Exhibits prepared by the Contractor.

28) **Penalties, Interest and Attorney Fees:** EmployIndy 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 required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5 *et seq.*, and IC 34-13-1-6 *et seq.* Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from EmployIndy's failure to make prompt payment shall be based solely on the amount of funding originating from EmployIndy and shall not be based on funding from federal or other sources.

29) **Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of EmployIndy upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars.

30) **Repayment:** The Contractor is 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 EmployIndy, 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, EmployIndy, or the obligee.

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

32) **Termination for Cause:** EmployIndy may terminate this Contract or withhold payments for a material violation of a term or condition of this Contract 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 EmployIndy.
- b) Reasonable determination by EmployIndy 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 as reasonably determined by EmployIndy.
- 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 EmployIndy.
- f) Failure to take proper corrective action in a timely manner as determined by EmployIndy.

33) **Termination for Convenience:** EmployIndy may terminate this Contract for any reason or no reason, at any time upon delivery of written notice by certified mail to the other party at least thirty (30) calendar days prior to the effective date of termination.

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

35) **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury that he/she is the 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 firm, company, corporation or partnership represented by him/her, 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 Agreement other than that which appears upon the face hereof.

36) **Intellectual Property Rights.** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership

under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

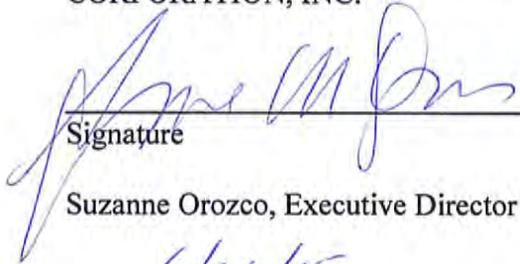
37) **Public Information:** The Contractor shall identify EmployIndy as a funding source of this training program in any information made public concerning this program and shall use the following language: "Funded by EmployIndy, the Workforce Investment Board for Marion County." The format in which information is made public may include, but not be limited to, media releases, pamphlets, flyers, brochures, op-ed, letters to the editor, other opinion pieces, and videos. Early in the development process of any of these, the Contractor shall submit a draft for approval by EmployIndy.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

The parties, having read and understanding the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONTRACTOR:

TELAMON CORPORATION INC. d/b/a TRANSITION RESOURCES CORPORATION, INC.



Signature

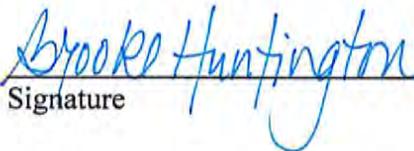
Suzanne Orozco, Executive Director

6/26/15

Date

CONTRACTING AGENT:

INDIANAPOLIS PRIVATE INDUSTRY COUNCIL, INC
d/b/a EMPLOYINDY:



Signature

Brooke Huntington, President and CEO

6/26/15

Date

Attachment A
Statement of Work

This statement of work is in addition to the requirements set forth in the Request for Proposal and identifies service provider activities for EmployIndy's JAG program that Telamon d/b/a Transition Resources Corporation (TRC) is contractually responsible for completing in a timely manner in coordination with EmployIndy staff.

Period – July 1, 2015 – June 30, 2016

TRC is responsible for operating JAG programs at the following high schools – Decatur Central High School (two specialists), Decatur Township School of Excellence (one specialist), John Marshall Community High School (one specialist), Northwest High School (two specialists), North Central (one specialist), McKenzie Center for Innovation and Technology (one specialist). TRC is responsible for recruiting junior and senior students for all eight specialists in the six locations with the goal of reaching full enrollment at all locations at an average of 45 youth per JAG specialist. A minimum of 33 percent of the youth enrolled in the JAG program must be WIA eligible. The additional 66 percent will be funded through one or more non-WIA funding sources.

TRC will be responsible for following Federal, Department of Workforce Development and EmployIndy laws, regulations, policies and guidance as it relates to the WIA/WIOA Youth, any non-WIA/WIOA grants, and JAG programs. This will include the JAG curriculum provided by JAG National. In addition to the National JAG program, EmployIndy expects TRC to provide the functions of a Community Outreach Coordinator and a College Counselor. In previous years these services have been provided by two separate individuals however, these duties may be provided through one individual or through other creative measures approved by EmployIndy. In addition, EmployIndy expects TRC to have a Quality Assurance position.

By providing funds for the JAG Coordinator staff for JAG programs operating in Indiana, the funds will be used to support management and specialists by ensuring that:

- All JAG sites report 20% of class time spent on field trips/guest speakers each month
- 85% of seniors will have a pin and complete the on-line FAFSA by March 1, 2016
- 85% of seniors will have completed two post-secondary applications by May 2016
- 85% of seniors will have taken the ACT or SAT or other post-secondary assessment or certification assessment by May 2016
- 100% of JAG sites will participate in a college fair by April 2016
- 100% of JAG sites will have visited a college campus by May 2016
- All JAG students will register and have a resume in Indiana Career Connect
- All JAG students will register and complete the three Career Exploration assessments in Indiana Career Explorer

Service providers will provide or make available the following WIA/WIOA and JAG services:

WIA/WIOA

Attachment A Statement of Work

The 14 youth program elements must be made available to every participant. Local areas have the discretion to determine what specific services a youth will receive based on the youth's objective assessment and individual service strategy. It is the responsibility of the local area to make WIOA youth service program elements available to all eligible youth participants, throughout the entire age range of 14 - 24. As referenced in TEGL 33-12, ETA recognizes that limited resources may make it difficult to fund all WIOA Youth program elements, and so partnering with other organizations is encouraged to ensure elements are available. Services should be provided based on what is needed and will lead to success in entering post-secondary education and employment.

The 14 WIOA Youth Program 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:
 - a. summer employment opportunities and other employment opportunities available throughout the school year;
 - b. pre-apprenticeship programs;
 - c. internships and job shadowing; and
 - d. on-the-job training opportunities;
4. **Occupational skill training**, which may 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;
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**;

Attachment A
Statement of Work

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 postsecondary education and training.**

JAG

Participants will be expected to master the minimum of the 37 core competencies. JAG Model Service components to be provided include:

1. **Classroom Instruction.** A trained “JAG Specialist” provides individual and group instruction to 35-45 students carefully selected for the program by a school Advisory Committee comprised of faculty, administrators, and counselors.
2. **Employability Skills Training.** The JAG Curriculum is designed to equip students with no less than 37 competencies that will prepare them to secure a quality job and/or pursue a postsecondary education upon graduation from high school. Students in multi-year programs may attain as many as 85 competencies.
3. **Adult Mentoring.** The JAG Specialist provides individual attention to reduce the number of barriers preventing students from receiving a high school diploma, securing employment, or pursuing a postsecondary education and/or training that leads to a career. In addition to the services listed above, the JAG Program will be responsible for setting up mentoring opportunities with local businesses and organizations for as many students as possible.
4. **Guidance and Counseling.** JAG Specialists provide informal guidance to students on career and life decisions and, based on the individual needs of students, connect them to professional counseling services to address more serious barriers.
5. **Summer Employment Training.** JAG programs include placement services for students over the summer months to support yearlong learning.
6. **Leadership Development.** In-school students participate in the highly motivational student-led JAG Career Association to develop leadership and teaming skills.
7. **Job and Postsecondary Education Placement Services.** Specialists engage in intensive employer marketing and job development activities to identify quality job placement opportunities for students upon graduation. Likewise, they assist students in the exploration of postsecondary education opportunities and help navigate the financial aid and application processes.

Attachment A
Statement of Work

8. Linkages to School- and Community-Based Services. JAG programs serve as a school-based “one-stop center” to ensure that they receive academic and social services from in-school and community-based resources as needed.
9. 12-Month Follow-up Services. JAG provides a full 12 months of post-graduation follow-up services and support on the job and/or in pursuit of a postsecondary education.

TRC will deliver a program of follow-up services to each JAG graduate. To increase the opportunity for success TRC will:

- Provide each student with an income improvement plan as they leave school.
 - Connect students with appropriate resources available on-campus.
 - Provide on-going counseling support sessions via phone, email and in-person for program alumni.
 - Coordinate with employers to assist with incumbent worker mentoring scenarios as young people enter the work world.
 - Contact employers as appropriate to check on progress and need for additional training.
 - For those alumni who are working, continue to let them know that college can be a concurrent or future option.
 - Provide working alumni information on continuing education opportunities.
 - Organize small groups of college classmates to meet regularly after leaving the program and function as support groups.
 - Continue to help students connect to internships and employment opportunities during the summer months.
 - Involve program alumni to act as mentors and guides to current students.
 - Assist with financial aid process for program alumni as needed.
 - Schedule alumni events as appropriate and necessary.
10. Accountability System. Systematic Internet-based tracking of program activities, including: students served, services delivered and performance results achieved. Electronic National Data Management System (eNDMS) allows monitoring of the data captured in the national, state, and local database. The required data and information are essential in conducting JAG’s National Accreditation Process including local site reviews and funding sources.
 11. Professional Development. Continuous improvement of results through the professional development of state and local staff is an ongoing service provided JAG-State Organizations.

Attachment A
Statement of Work

Case Management System

TRC will document participant services and case notes into both the WIA/WIOA approved case management system (currently TrackOne) and the JAG approved case management system (eNDMS). DWD is working on linkages between the two systems, but until such linkages occur the ultimate responsibility for ensuring that both systems are updated remains with the service provider (TRC). Staff must be proficient in both case management systems and abide by the EmployIndy guidance for the paperless initiative.

Service provider performance goals for WIA and JAG include:

WIA/WIOA

- | | |
|--|-------|
| 1. Credential Rate | 72.0% |
| 2. Placed in Employment/Education Rate | 63.0% |

JAG Multi-Year (MY) & Senior (SR) Rosters

- | | |
|---|-----------|
| 1. Graduation/GED Completion Rate | 90.0% |
| 2. Positive Outcome Rate | 80.0% |
| 3. Employment Rate | 60.0% |
| 4. Full-time Jobs Rate | 60.0% |
| 5. Full-time Placement Rate | 80.0% |
| 6. Unable to Contact Rate | <05.0% |
| 7. Further Education Rate | 45.0% |
| 8. Average number of barriers | 5.0 |
| 9. Average # of contact hours per participant | 120 hours |

JAG Alternative Education (AE) Rosters

- | | |
|---|-----------|
| 1. Graduation/GED Completion Rate | 75.0% |
| 2. Positive Outcome Rate | 60.0% |
| 3. Employment Rate | 50.0% |
| 4. Full-time Jobs Rate | 50.0% |
| 5. Full-time Placement Rate | 60.0% |
| 6. Unable to Contact Rate | <05.0% |
| 7. Further Education Rate | 30.0% |
| 8. Average number of barriers | 5.0 |
| 9. Average # of contact hours per participant | 120 hours |

Attachment A
Statement of Work

Other

EmployIndy will provide three work spaces in one of its WorkOne locations at no space/occupancy cost to TRC. The location and size of the work spaces is at the discretion of EmployIndy.

TRC is also responsible for reaching out to WIA/JAG participants who are no longer in the classroom setting. The objective is to continue to serve those individuals until the primary WIA objectives of high school/GED diploma and placement in employment or postsecondary education are met.

Any equipment/software upgrades or requirements will be provided by EmployIndy. Such costs might include scanning equipment and associated software upgrades.

EmployIndy expects TRC to continue to excel in the JAG services provided and accomplishment attained, and to improve on their WIA related performance, strengthen relationships with their schools and set standards for best practices throughout the State of Indiana and the nation.

ATTACHMENT B

2015-16 WIA Youth & State JAG Budget & Expenditure Schedule

Contractor:
Telamon Corporation, Inc. d/b/a
Transition Resources Corporation

Program Period:
7/01/2014-06/30/2015

Program Name:
Job's for America's Graduates

Federal Agency:
Department of Labor

Budget (7/01/2015 - 06/30/2016)

Category	Current Budget
WIA Youth funds (CFDA#: 17.259)	
Personnel	\$234,112
Overhead/Administration	\$5,235
Occupancy	\$2,800
Staff Development	\$8,000
Direct Participant Cost	\$21,875
Non Direct Costs	\$11,250
Sub-Total	\$283,272
State JAG Funding	
Personnel	\$400,000
Overhead/Administration	\$7,235
Occupancy	\$2,800
Staff Development	\$10,568
Direct Participant Cost	\$21,875
Non Direct Costs	\$13,750
Sub-Total	\$456,228
United Way Grant	
Personnel	\$100,000
Overhead/Administration	\$2,000
Staff Development	\$3,000
Direct Participant Cost	\$3,000
Non Direct Cost	\$2,500
Sub-Total	\$110,500
Total	\$850,000

JAG Pay-for-Performance – Transition Resources Corporation

Overview

The objective of pay-for-performance is to provide incentives to the service providers for successfully addressing key elements that affect our performance or the quality of the services provided. The pay-for-performance categories should target areas that need improvement or additional focus.

For PY2015 we are looking at two (2) performance measurements listed below:

- Enrollment Targets
 - Are service provider enrollment targets being met?
 - Are classes full?
- JAG “5 of 5” Goals
 - As a service provider, how well are you meeting the JAG “5 of 5” performance goals?

Enrollment Targets

- Description – the objective on the enrollment target is to average a caseload of 45 enrolled participants per JAG Specialist. These are active WIA/WIOA participants (we will include other active participants who may not be funded through JAG, but prior approval from EmployIndy must be given), those in WIA/WIOA follow-up are not considered as active. Those who are not in class, but are actively being served will count. The participants must have been active during the August 1 through January 31, 2016 time period.
- Measurement Date – February 1, 2016
- Announcement Target Date – February 12, 2016
- Measurement Period – August 1, 2015 through January 29, 2016
- Targets with Associated Awards (based on 8 JAG Specialists):

○ Base	320 enrolled (40/Spec)	\$5,000
○ Level 1	321 - enrolled (>40;<43/Spec)	\$5,000
○ Level 2	352 or more enrolled (44+/Spec)	\$5,000
Total Incentive Available ¹		\$15,000

JAG Pay-for-Performance – Transition Resources Corporation

JAG 5 of 5 Performance Goals

- Description – the objective on the JAG 5 of 5 Performance target is to achieve the goals set forth by JAG National during the 12 months of required follow-up. These are active JAG participants listed on the MY (Multi-Year) and SR (Senior Year) rosters for the current JAG program year that will be served in follow-up during PY15. The participants must have been active during the June 1, 2014 through May 31, 2015 time period.
- Measurement Date – June 10, 2016
- Announcement Target Date – June 19, 2016
- Measurement Period – June 1, 2015 through May 31, 2016
- Targets with Associated Awards (based on service provider performance):

o Base	3 of 5 Performance Measures Attained	\$5,000
o Level 1	4 of 5 Performance Measures Attained	\$5,000
o Level 2	5 of 5 Performance Measures Attained	\$5,000
Total Incentive Available ⁱ		\$15,000

Pay-for-Performance Earnings and Resulting Contract Modification

Performance Combinations	Incentive Amount Earned
1 Yellow	5,000
2 Yellow	10,000
1 Yellow, 1 Green	15,000
1 Yellow, 1 Blue	20,000
2 Green	20,000
1 Green, 1 Blue	25,000
2 Blue	30,000

Original Budget will be approximately \$850,000. The service provider will receive a written notification on the announcement target date for each pay-for-performance measure regarding their achievement. EmployIndy will modify the contract in accordance with the pay-for-performance awards achieved.

Attachment C
Billing Procedures

1. The attached Accrued Expenditure Report must be completed by the 6th working day of each month.
2. The Report must be submitted to Sandy Strong, Accounting Coordinator at EmployIndy via e-mail, fax or the U.S. postal service.

Eleena Morse
EmployIndy
115 W. Washington Street, Suite 450S
Indianapolis, IN 46204
Ph: 317.684.2225
FAX: 317.639.0103
E-mail: emorse@employindy.org

3. Any questions regarding the submission of the Accrued Expenditure Report and this billing procedure can be directed to Eleena Morse.

Attachment D

APPLICABLE STATUTES AND ASSURANCES

1. Applicable Statutes and Regulations

- (a) PL 105-200 Workforce Investment Act of 1998;
- (b) PL 113-128 Workforce Innovation and Opportunity Act 2015
- (c) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (d) 29 USC 18 et seq., Federal Fair Labor Standard Act; and
- (e) EmployIndy policies and procedures.

2. Assurances

- (a) The Sub-Grantee agrees to comply with the Uniform Conflict of Interest Standards for WIBs issued by the State, which by reference is incorporated herein.
- (b) The Sub-Grantee will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIA and agrees to educate all staff members on the requirements of this statutory provision.
- (c) The Sub-Grantee 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.
- (d) The Sub-Grantee assures service providers will be selected in a manner consistent with applicable law and State policy and that documentation supporting the procurement will be kept for review.
- (e) The Sub-Grantee assures that no funds will be used for services described in any modification to the approved local workforce investment plan unless the workforce investment board and chief elected officials adhere to Sec. 118 of the WIA and all State policies and directives regarding modification of the plan, which policies and directives are hereby incorporated by reference.
- (f) The Sub-Grantee agrees to comply with the provision of veteran's preference consistent with applicable law and description of preference procedures contained in the local Workforce Investment Plan, which policies and directives are hereby incorporated by reference.
- (g) The Sub-Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Americans with Disabilities Act of 1990 makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also outlaws discrimination against individuals with disabilities in State and local government services, public accommodations, transportation and telecommunications;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1973, as amended, which prohibits discrimination of age, and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Sub-Grantee also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Sub-Grantee's operation of the WIA Title 1 financially assisted program or activity, and to all agreements the Sub-Grantee makes to carry out the WIA Title 1 financially assisted program or activity. The Sub-Grantee understands that the United States has the right to seek enforcement of this assurance.

Attachment E

DRUG FREE WORKPLACE ASSURANCE

(Drug-Free Workplace Act of 1988, 45 CFR Part, Subpart F)

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to IPIC within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Contractor's or any subcontractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract Agreement and/or debarment of contract opportunities with IPIC 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 Agreement is expressly subject to the terms, conditions and representations of the following Certification:

The Sub-Grantee assures that it will be a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The sub-grantee'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 employees for drug abuse violations occurring in the workplace;
- (c) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the IPIC within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2) with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Attachment F

ASSURANCE REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Sub-Grantee, a recipient of Federal assistance funds under this agreement, assures that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or IPIC. The term "principal" for purposes of this Contract Agreement is defined as 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 Sub-Grantee.

This assurance is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR part 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below.

1. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Sub-Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL), the State of Indiana or IPIC may pursue available remedies, including suspension and/or debarment.
2. The Sub-Grantee assures that it will provide immediate written notice to IPIC if at any time the Sub-Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
4. The Sub-Grantee agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The Sub-Grantee further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment G

ASSURANCE REGARDING LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS

Pursuant to USC Section 1352, Title 31 of the U.S. Code and any regulations promulgated thereunder, Sub-Grantee hereby assures and certifies that, to the best of his or her knowledge and belief, that:

1. By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below. This assurance is material representation of fact upon which reliance was placed when this transaction was made or entered into.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-Grantee shall complete and submit Standard Form L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The Sub-Grantee shall require that the language of this assurance be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Attachment H

SIGNATURE VALIDATION SHEET

CONTRACTOR:

Contract Period:

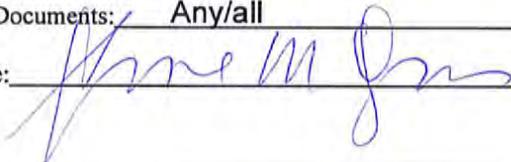
Address:

Under the provision of this contract the following persons are authorized to sign official documents.

Name: Suzanne Orozco

Title: Executive Director, Telamon Corporation

Type of Documents: Any/all

Signature: 

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

1. The Manager, Grants & Contracts will speak with both the Complainant and Respondent and suggest possible solutions to the complaint.
 2. If a solution is reached at this step of the Procedure, the Complainant and the Respondent will be required to sign a written statement setting forth the terms of the settlement. The complaint will then be closed.
 3. If a solution is not reached, the Complainant will be informed in writing of his/her right to a hearing, the procedure for requesting such a hearing and the procedural rights regarding the hearing process.
- D. The ten (10) day time limit set forth above, as well as any other time limit contained herein, may be extended by mutual contract of the parties. Such extensions shall be in writing and shall be signed by both the Complainant and Respondent.

II. Step Two: Hearing

- A. In the event the complaint is not resolved in Step One, the Complainant may request a formal hearing. Such request shall be in writing, addressed to:

Manager of Procurement
EmployIndy
115 W. Washington Street, Suite 450S
Indianapolis, IN 46204

and filed with the Manager, Grants & Contracts within fifteen (15) days of the receipt of the written complaint, or five (5) days after the completion of the informal procedures if the time limit for such procedure has previously been extended by contract of the parties. Indiana Department of Workforce Development will be informed of all complaints reaching this level.

1. The Manager, Grants & Contracts will be responsible for contacting a Hearing Officer and providing him/her with any materials requested.
 2. The written request for a formal hearing is separate from the initial written complaint.
 3. If the Complainant does not submit a written request for hearing within the time limits set forth above and an extension of the time for filing such request has not been agreed upon in writing by both parties, the complaint will be closed.
- B. Within thirty (30) days after receipt of the written complaint or within fifteen (15) days of completion of the informal resolution process (in the event the time limits have been previously extended), a hearing will be held provided that such a hearing has been requested by the Complainant as set forth in paragraph II(A) above.
1. Hearings shall be conducted by an impartial hearing officer. In order to meet requirements of impartiality, individuals selected as hearing officers may have neither direct nor indirect involvement with the ordinary application, operation and/or administration of the recipient's Workforce Investment Act program.
 2. The hearing officer will send written notice of the hearing to the Complainant and the Respondent stating the date, time and place of the hearing. The written notice will also state:

- a. the name of the Hearing Officer,
 - b. the issue to be decided, and
 - c. the manner in which the hearing will be conducted.
3. The hearing will be held at a location reasonably accessible to all parties.
 4. The Complainant will have the opportunity to withdraw the request for hearing at any time before the scheduled hearing. Such withdrawal shall be in writing and signed by the Complainant. The complaint will then be considered closed.
 5. Both the Complainant and the Respondent shall be entitled to request rescheduling of the hearing for reasonable cause. If granted by the hearing officer or mutually agreed upon by the parties, a written statement waiving the set time limits for holding the hearing will be signed by both parties and a mutually agreeable date set for such hearing.
 6. At the hearing, both parties shall be entitled to be represented by Counsel or other representative of their respective choice. Each party will bear its own costs.
 7. With regard to verbal testimony and documentary evidence, each party will be given the opportunity to bring witnesses, present documentary evidence, and to have records or documents relevant to the issues produced when those records and/or documents are kept by/for the recipient, or its subrecipients, in the ordinary conduct of business. Such requests for the production of records and documents shall be in writing, specific in nature, and signed by the Complainant.
 8. A verbatim record of the hearing shall be made and maintained. Either party may request a copy of such record. All costs of preparing the requested copy of the record shall be borne by and the sole responsibility of the party requesting the same.
- C. Within forty-five (45) days of the written complaint being received, or fifteen (15) days after the hearing is held (if the time limits have been previously extended), the Hearing Officer will prepare and submit a written decision on each complaint to all parties. The written decision will include:
1. a synopsis of the facts
 2. a statement of conclusions
 3. a statement of remedies to be applied, if any, and
 4. a statement that the Marion County Workforce Investment Board (WIB) will review the hearing decision and render a written decision.
- D. The Marion County WIB will review the decision of the Hearing Officer and issue a final and binding decision based on the facts of the case which could amend, agree or disagree with the hearing officer's decision. All parties involved will be notified of the decision within sixty (60) days of the date on which the complaint is received, or fifteen (15) days after the hearing officer's decision is rendered (if the time limits have been previously extended).

- E. The final decision at the Marion County WIB level will be in writing and mailed to both parties via certified mail.

III. Step Three: Appeal

- A. In the event either party is not satisfied with the final decision rendered by the Marion County WIB, they may file a written appeal to the Governor of the State of Indiana within ten (10) days of the date on which the Marion County WIB's final decision is rendered, or 70 days from receipt of the complaint (if time limits have not been previously extended).
- B. Said right to appeal to the Governor of the State of Indiana shall also arise whenever:
 - 1. The Marion County WIB fails to provide the final written decision at the Marion County WIB level within sixty (60) days of the receipt of the written complaint, or fifteen (15) days after the hearing decision is rendered, if time limits have been altered through written agreements of the parties at any stage of the proceedings; or
 - 2. Any of the time limits set forth above have not been met and extensions of time for such limits have not been agreed upon by the parties.
- C. The appeal must be submitted in writing to:
Indiana Department of Workforce Development
Program Compliance & Review
10 N. Senate, 2nd Floor
Indianapolis, IN 46204

and shall specifically set forth any and all bases for appeal.
- D. The Governor shall issue a final written decision within ninety (90) days of the complaint filing date or within thirty (30) days of the date of receipt of the written appeal.
- E. No further appeal is permitted. The decision of the Governor is final, unless the Governor has not issued the final decision within thirty (30) days of receipt of the written appeal. Then, written appeal should be filed with:

Regional Administrator
Employment and Training Administration
230 South Dearborn Street
Chicago, Illinois 60604

or to the:

Secretary of Labor
U. S. Department of Labor
Washington, D.C. 20210

IV. Miscellaneous

The Complainant may withdraw his/her complaint at any stage of the Complaint Procedure with the result that the complaint will be considered closed. The Complainant will be required to sign a written statement documenting the withdrawal of the complaint.

The identity of any person who has furnished information relating to or assisting in an investigation of a possible violation of the Workforce Investment Act shall be kept confidential to the extent possible.

Any person may use other available remedies in addition to the Workforce Investment Act Complaint Procedure when the alleged violation is also a violation of another federal, state or local law and/or collective bargaining contract.

Attachment J

INSURANCE AND BONDING

CONTRACT MODIFICATION SHEET

Contract No. S2002-WI-15-Y

CONTRACTOR	CONTRACTING AGENT
Telamon Corporation d/b/a Transition Resources Corporation 5560 Munford Road Raleigh, NC 27612	Indianapolis Private Industry Council, Inc. d/b/a EmployIndy 115 W. Washington Street, Suite 450S Indianapolis, Indiana 46204
Modification Number: ONE Contract Period: From 7/1/15 To 6/30/16	Description of Modification: Adds and adjusts line items

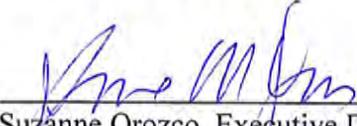
1. This contract modification adds a occupancy line item to the United Way grant portion of the contract budget and adjusts the line items to allocate money as shown on Attachment B.
2. Reporting for the WIA Youth funds made available through this Modification must be accounted for through the monthly Accrued Expenditure Report (AER).
3. The new Accrued Expenditure Report (AER) is attached.
4. All other matters previously agreed to and set forth in the original Contract Agreement are not affected by this Modification and shall remain in full force and effect.

CONTRACT MODIFICATION SIGNATURES

IN WITNESS WHEREOF, Contracting Agent (IPIC), and Contractor, Telamon Corporation d/b/a Transition Resources Corporation by their respective officer's thereunto duly authorized, have agreed to, and executed this contract modification.

CONTRACTOR

Telamon Corporation d/b/a
Transition Resources Corporation

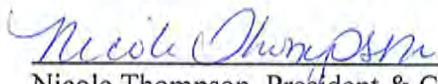


Suzanne Orozco, Executive Director
8/19/15

Date

CONTRACTING AGENT:

Indianapolis Private Industry Council, Inc.
d/b/a EmployIndy



Nicole Thompson, President & CEO
8/24/15

Date

ATTACHMENT B

2015-16 WIA Youth & State JAG Budget & Expenditure Schedule

Contractor:
Telamon Corporation, Inc. d/b/a
Transition Resources Corporation

Program Period:
7/01/2014-06/30/2015

Program Name:
Job's for America's Graduates

Federal Agency:
Department of Labor

Budget (7/01/2015 - 06/30/2016)

Category	Current Budget
WIA Youth funds (CFDA#: 17.259)	
Personnel	\$234,112
Overhead/Administration	\$5,235
Occupancy	\$2,800
Staff Development	\$8,000
Direct Participant Cost	\$21,875
Non Direct Costs	\$11,250
Sub-Total	\$283,272
State JAG Funding	
Personnel	\$400,000
Overhead/Administration	\$7,235
Occupancy	\$2,800
Staff Development	\$10,568
Direct Participant Cost	\$21,875
Non Direct Costs	\$13,750
Sub-Total	\$456,228
United Way Grant	
Personnel	\$99,000
Overhead/Administration	\$2,000
Occupancy	\$1,000
Staff Development	\$3,000
Direct Participant Cost	\$3,000
Non Direct Cost	\$2,500
Sub-Total	\$110,500
Total	\$850,000

Telamon Corporation, Inc. d/b/a Transition Resources Corporation, Inc.
 Jobs for America's Graduates Service Provider Contract
ACCRUED EXPENDITURE REPORT
 CONTRACT PERIOD: 07/01/2015-06/30/2016

Contract No. S2002-WI-15-Y

Period Ending _____

Contractor Name	Telamon Corporation d/b/a Transition Resources Corporation
Address	5560 Munford Road, Suite 201
City, State, Zip Code	Raleigh, NC 27612
Telephone Number:	919-239-8113
Fax Number:	919-851-1139
Contact Person:	Brian Parsons

Report due 6th working day of each month					
Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Workforce Investment Act					
Personnel-8300	\$234,112	-	-	0%	\$234,112
Overhead/Admin-8311	\$5,235	-	-	0%	\$5,235
Occupancy-8301	\$2,800	-	-	0%	\$2,800
Staff Development-8303	\$8,000	-	-	0%	\$8,000
Direct Participant Cost-8305	\$21,875	-	-	0%	\$21,875
Indirect Costs-8310	\$11,250	-	-	0%	\$11,250
Sub-Total	\$ 283,272	\$ -	\$ -	0%	\$ 283,272
State JAG Funding					
Personnel-8300	\$400,000	-	-	0%	\$400,000
Overhead/Admin-8311	\$7,235	-	-	0%	\$7,235
Occupancy-8301	\$2,800	-	-	0%	\$2,800
Staff Development-8303	\$10,568	-	-	0%	\$10,568
Direct Participant Cost-8305	\$21,875	-	-	0%	\$21,875
Indirect Costs-8310	\$13,750	-	-	0%	\$13,750
Sub-Total	\$456,228	\$ -	\$ -	0%	\$456,228
United Way Grant					
Personnel	\$99,000.00	-	-	0%	\$99,000
Overhead/Admin-8311	\$2,000.00	-	-	0%	\$2,000
Occupancy-8301	\$1,000.00	-	-	0%	\$1,000
Staff Development-8303	\$3,000.00	-	-	0%	\$3,000
Direct Participant Cost-8305	\$3,000.00	-	-	0%	\$3,000
Indirect Costs-8310	\$2,500.00	-	-	0%	\$2,500
Sub-Total	\$110,500.00	\$ -	\$ -	0%	\$110,500.00
Total	\$ 850,000.00	\$ -	\$ -	0%	\$ 850,000.00


8/19/15

Contractor Representative Date

EmployIndy Representative Date

**CONTRACT FOR THE PROVISION OF SERVICES
OF CONSTRUCTION REHABILITATION AND TRAINING:
YOUTHBUILD INDY**

Contract No. S2001-WO-14-YB

This Contract is effective as of January 1, 2015, by and between Indianapolis Private Industry Council, Inc. d/b/a EmployIndy (hereinafter "EmployIndy") and THA Construction (hereinafter the "Contractor.") The funding for this contract comes from a grant from U.S. Department of Labor grant number YB-26255-14-60-A-18 and the Indiana Department of Workforce Development Workforce Investment Act formula grants. In consideration of those mutual undertakings and covenants, the parties agree as follows:

In performing its responsibilities under this contract, the Contractor hereby certifies and assures that it will fully comply with the following applicable regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirements:

29 CFR Part 97, for State/Local Governments and Indian Tribes; OR
29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations.

Cost Principles:

2 CFR 225, For State/Local Governments and Indian Tribes;
2 CFR 220, for Institutions of Higher Education, OR
2 CFR 230, for Non-Profit Organizations.
48 CFR Part 31

Other Requirements (As Applicable):

29 CFR Part 96 and 99, Single Audit Act
29 CFR Part 93, Lobbying Certification
29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
29 CFR 98, Debarment and Suspension; Drug Free Workplace
20 CFR Part 652 et al., Workforce Investment Act
Wagner-Peyser Act.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

1) **Purpose of the Contract:** The purpose of this Contract is to implement the employment and training programs and/or services described in the Project Work Statement, attached hereto, and incorporated fully herein (the "Project Work Statement").

2) **Term:** The term of this Contract shall be from January 1, 2015 (the "Starting Date") until December 31, 2016 (the "Expiration Date"). In no event shall payments be made for work done or services performed prior to the Start Date or after the Expiration Date. The Contractor may

request in writing that the Expiration Date only of this Contract be extended. Such request may be approved in writing by EmployIndy. If the Expiration Date is extended, all other provisions of this Contract shall remain in full force and effect unless specifically modified.

3) **Attachments:** The items below are attached to and incorporated into this Contract.

- (A) Project Work Statement
- (B) Performance Measures
- (C) Billing Procedures
- (D) Applicable Statutes & Assurances
- (E) Drug Free Workplace Assurance
- (F) Assurance Regarding Debarment Suspension, Ineligibility, & Voluntary Exclusion
- (G) Assurance Regarding Lobbying for Grants & Cooperative Agreements
- (H) Signature Validation Sheet

4) **Budget:** Maximum payment, on a cost reimbursement basis, is limited to the lesser of (a) or (b):

- (a) \$236,000 as specified in the Budget for the current period of performance; or,
- (b) The actual cost of performing the Project described in this Contract and the Project Work Statement.

5) **Design and Implementation of Project/Assurances:** The Contractor shall be solely responsible for the proper design and implementation of the Project, as described in the Project Work Statement (attached hereto as Attachment A) and in accordance with the terms and conditions of this Contract. In this regard, Contractor makes the following assurances:

- (a) The Contractor shall modify the Project Work Statement as directed by EmployIndy in the event statutes or regulations require such modification; and
- (b) The Contractor shall comply with all applicable policy and directives issued by the USDOL and EmployIndy ; and
- (c) 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 EmployIndy and received from separate funding sources.
- (d) The Contractor shall participate in all mandatory technical assistance sessions sponsored and/or provided by EmployIndy, as specified in budget. (attached hereto as Attachment B)

6) **Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections:** The Contractor 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, and verifiable for monitoring, reporting, audit and evaluation purposes.

7) **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 seven (7) years from the final Expiration Date of this Contract. If an audit is started prior to the expiration of the seven (7) year period, the records shall be retained until the audit findings involving the records have been resolved and final action taken. All program participant files are the property of EmployIndy. Should the Contract entered into by and between EmployIndy and the Contractor be cancelled or not renewed, the Contractor shall forward all files containing original documentation to EmployIndy within ten (10) business days of written notice of contract cancellation and/or the end of the Contract.

8) **Monitoring and Compliance:** EmployIndy shall have the right to monitor the Contractor's compliance with the terms and conditions of the Contract including all applicable statutes, regulations, directives and mandates. The Contractor shall provide EmployIndy with 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 , and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract. The Contractor will be responsible for on-site monitoring of any sub recipient employee, subcontractor or other service provider engaged by Contractor as provided herein and to any sub recipient of any funding provider to Contractor pursuant to this contract. The Contractor shall provide EmployIndy, Indiana Department of Workforce Development and U. S. Department of Labor access to all documents, forms, reports or any other records pertaining to the implementation of this Contract during the term of the contract and/or after the expiration date as may be reasonably necessary to monitor compliance with the Contract.

9) **Audits:** The Contractor shall produce all accounting books, bills, vouchers, documentation and records relating to this Contract to the auditors(s) selected by the Contractor to audit this Contract. Any such auditor shall be independent, experienced and capable of performing such audits and otherwise acceptable to EmployIndy. The Contractor shall submit the auditor's report to EmployIndy within the earlier of 30 days after receipt of the auditor's report, or nine (9) months after the end of the audit period. The Contractor will be responsible for selecting the auditor(s) to audit any sub recipient. EmployIndy will retain responsibility for audit resolution. EmployIndy has the right in its discretion to conduct its own audits (with an auditor selected by EmployIndy) with respect to Contractor or any other recipient of the funding provided to Contractor pursuant to this Contract, and Contractor shall cooperate with EmployIndy in connection with such audit as reasonable requested by EmployIndy or such auditor.

10) **Authority to Bind Contractor:** This Contract must be signed by the chief executive officer, president, superintendent, owner, or partner of the Contractor's organization or his/her designee. If a designee signs this Contract, the Contractor must file a letter with EmployIndy from the CEO, president, superintendent, owner, or partner, or a corporate resolution, or a copy of corporate bylaws authorizing that individual (by name and by title) to sign contracts.

Notwithstanding anything in this Contract to the contrary, 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 approval from the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed.

11) Employment Eligibility Verification: The subcontractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The subcontractor affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The subcontractor agrees to provide documentation to the EmployIndy that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Subcontractor is not required to participate if the Subcontractor is self-employed and does not employ any employees. EmployIndy may terminate for default if the Subcontractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the EmployIndy.

12) Payment of Contract Funds by EmployIndy: The payment of Contract funds by EmployIndy to the Contractor shall be made in accordance with and subject to the following schedule and conditions:

- (a) This Contract must be fully executed.
- (b) No funds that are transferred under this Contract 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 without a (i) written financial contract between the Contractor and that person and (ii) compliance with the provisions of this contract regarding EmployIndy's right to approve subcontractors. EmployIndy shall reserve the right not to honor request for payments from the contractor received more than sixty (60) days after the expiration date.
- (c) All payments by EmployIndy to the Contractor for services rendered pursuant to this Contract shall be made on an accrual (reimbursement) basis and shall be accompanied with financial reports that are required by EmployIndy. No cost shall be accrued prior to the starting date of this Contract.
- (d) EmployIndy reserves the right not to honor requests for payment received more than ninety (90) days after the Expiration Date. EmployIndy also reserves the right to withhold final payment until agency-required reports are received and accepted.
- (e) Failure to complete the Project and expend the funds in accordance with this Contract may be considered a material breach of this Contract and shall entitle EmployIndy to terminate this contract in accordance with Paragraph 28, below.
- (f) EmployIndy's obligations are subject to (i) receipt of funding from the sources identified in the introduction of this contract, and (ii) satisfactory performance of Contractor's obligations under this contract on timely basis.

- (g) Contractor's rights to payment for any services or obligations that are subject to a subcontract are conditioned upon compliance with the procedures for approval of subcontractors set forth in this Contract.

13) **Compliance with Laws:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or 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 regulations thereunder after execution of this Contract shall be reviewed by EmployIndy and the Contractor to determine whether the provisions of the Contract require formal modification.

14) **Conflict of Interest:** No member, official, or employee of the Contractor shall have any personal interest, direct or indirect, in this Contract, nor shall any such member official, or employee participate in any decision relating to the Contract which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly interested. No officer, employee or agent nor any member of their family, shall financially benefit from the activities of any program participant or applicant. EmployIndy may cancel this Contract without recourse by the Contractor if it is determined any conflict of interest exists.

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

- (a) No funds made available under this Contract shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
- (b) 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.
- (c) 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.
- (d) It is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.

15) **Governing Laws:** This Contract shall be construed in accordance with and governed by the laws of the state of Indiana without regard to its conflict of law principles and suit if any, must be brought in the state of Indiana. The Contractor agrees that the sole venue for any action arising out of this Contract is the U.S. District Court having jurisdiction over Indianapolis, Indiana or

any state court sitting in Marion County, Indiana or any contiguous counties, and consents to the jurisdiction of such courts and waives any objection to such jurisdiction and venue.

16) **Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless EmployIndy and its agents, officers, and employees from all claims and suits, including court costs, attorneys' fees, and other expenses caused by any act or omission of the Contractor or its agent, if any. EmployIndy shall not provide such indemnification to the Contractor. If Contractor is a department, division, instrumentality, or agency of the state, the above indemnification provision is inapplicable.

17) **Independent Contractor:** Both parties hereto, in the performance of this Contract 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.

18) **Insurance:** 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 \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate;(ii) professional liability coverage with minimum limits of \$1,000,000 per claim and \$5,000,000 in aggregate; (iii) fidelity crime insurance coverage covering employee dishonesty of \$1,000,000 per occurrence or loss and in the aggregate; (iv) workers' compensation coverage consistent with the laws of the State of Indiana.

- (a) All insurance required hereunder shall be with a responsible carrier acceptable to EmployIndy, shall name EmployIndy as an additional insured, and shall also contain a provision for at least ten (10) days' notice to EmployIndy of cancellation. Contractor shall provide EmployIndy with a Certificate in such form as is acceptable to EmployIndy evidencing such insurance prior to the release of any Contract funds. Failure to maintain such insurance shall result in the termination of this Contract.
- (b) If Contractor is a department, division, instrumentality, or agency of the State of Indiana, or of a county, municipal or local government, the foregoing insurance coverage shall not be required; however, Contractor may elect to provide such coverage.

19) **Licensing Standards:** Contractor, its employees and any subcontractors shall comply with all applicable licensing, certification or accrediting standards and any other laws and regulations

governing the services to be provided pursuant to this Contract. If licensure, certification or accreditation expires or is revoked, Contractor shall immediately notify EmployIndy.

20) **Minority Business Enterprise:** EmployIndy has established a goal of 5% participation by minority business in contracts. The Contractor is encouraged to make a good faith effort to subcontract with minority business as defined in IC 4-13-16.5-1.

21) **Modification:** EmployIndy and the Contractor shall modify or extend this Contract consistent with applicable law and USDOL policy. Such modification or extension shall be made by mutual written agreement of the parties.

EmployIndy and the Contractor further agree that either party shall be able to implement system and administrative changes, notwithstanding any other provision of this Contract in the following manner:

- (a) By prior written agreement, signed by EmployIndy and the Contractor, for any such change to this Contract that does not affect the period of performance, price, and scope of work, budget or other provisions of this Contract.
- (b) Flexibility is allowed within the Contract Budget (except wages, salaries and fringe benefits), provided no single line item is increased or decreased by more than 10%. Changes in excess of 10% and any changes in wages, salaries and fringe benefits must receive prior written approval from EmployIndy.

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

A. Notices to EmployIndy shall be sent to:

President & CEO
Indianapolis Private Industry Council d/b/a EmployIndy
PNC Center South
115 W. Washington Street, Suite 450S
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Troy Turner, Principal
THA Construction
2357 Broadway Street
Indianapolis, IN 46205

Such notices shall be deemed to have been duly given: (i) if delivered personally, then on the date received, (ii) if a Party has provided a facsimile number for delivery of notice and notice is

so delivered, then on the date received or if received after the recipient's close of business on such day, then on the next Business Day, (iii) if delivered by overnight courier, then on the next Business Day after deposit with the courier service day of delivery indicated by such evidence, and (iv) if mailed, then four (4) Business Days after mailing if sent by U.S. registered or certified mail.

23) **Order of Precedence:** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) Exhibits prepared by EmployIndy, and (3) Exhibits prepared by the Contractor.

24) **Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of EmployIndy upon delivery of such property by the vendor in accordance with the applicable federal legislation.

25) **Repayment:** The Contractor is 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 EmployIndy, 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, EmployIndy, or the obligee.

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

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

- (a) Improper use of funds in connection with this Contract as reasonably determined by EmployIndy.
- (b) Reasonable determination by EmployIndy that the successful performance of this Contract is improbable or infeasible.
- (c) Termination or suspension of availability of federal funds for the performance of this Contract as reasonable determined by EmployIndy.
- (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 as reasonably determined by EmployIndy.
- (f) Failure to take proper corrective action in a timely manner as determined by EmployIndy.

28) Termination for Convenience: Either party may terminate this Contract for any reason or no reason, at any time upon delivery of written notice by certified mail to the other party at least sixty (60) calendar days prior to the effective date of termination. In such event Contractor will cooperate with EmployIndy as EmployIndy may reasonably request to assure an orderly wind-down or transition of the services provided pursuant to this Contract, including a continuation of such services on the terms of this Contract beyond such sixty day notice period if reasonably required for such orderly transition.

If the termination is initiated by EmployIndy, the termination shall be set for and effective on the date after the last day the Contractor will be expected to provide any services under this contract including those related to the wind- down transition. EmployIndy shall reimburse Contractor for all costs and non-cancellable commitments incurred within the budget specified in Attachment B (attached) prior to the effective date of such termination.

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

30) Non-Collusion and Acceptance: The undersigned attests, subject to the penalties for perjury that he/she is the 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 firm, company, corporation or partnership represented by him/her, 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 hereof.

31) Intellectual Property Rights. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant; and (ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to EmployIndy and all such materials will be the property of EmployIndy.

32) Public Information: The Contractor shall identify USDOL in cooperation with EmployIndy as a funding source of this training program in any information made public

concerning this program and shall use the following language: "Funded by the USDOL in cooperation with Indianapolis Private Industry Council, Inc. d/b/a EmployIndy the Workforce Investment Board for Marion County." The format in which information is made public may include, but not be limited to, media releases, pamphlets, flyers, brochures, op-ed, and letters to the editor, other opinion pieces, and videos.

Additionally, Contractor is required to place an acknowledgement of USDOL support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of, or describing, a USDOL-supported activity. An acknowledgment shall be to the effect that:

"This publication was made possible by Agreement No. YB-26255-14-60-A-18 from the USDOL" or "The project described was supported by Agreement No. YB-26255-14-60-A-18 from the USDOL" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the USDOL."

33) Subcontractors: If the Contractor utilizes any third party ("subcontractor") to perform any of the Contractor's obligations under this Contract, then (i) Contractor shall give EmployIndy notice of such desire, which notice shall identify the proposed subcontractor, describe the tasks to be performed by such subcontractor and provide a description of the proposed subcontractor's qualifications to perform such tasks, (ii) EmployIndy shall have the right to approve such subcontractor and shall give Contractor prompt notice of EmployIndy's approval or rejection of such proposed subcontractor, (iii) if such subcontractor approved, the subcontract shall include express provisions requiring the subcontractor to agree to the undertakings and assurances contemplated or required by this Contract. Including those in the Attachments to this Contract) or otherwise reasonably requested by EmployIndy, (iv) if EmployIndy does not approve of such subcontractor, EmployIndy will give notice to Contractor of the reasons (if any) for such rejection and will cooperate with Contractor to resolve any objections or to find and alternate provider for such services, (v) EmployIndy will be a third party beneficiary of any agreement between Contractor and such subcontractor, (vi) EmployIndy shall have the right to require Contractor to replace any subcontractor that EmployIndy has reasonably determined is not performing the tasks to be performed by such subcontractor or has determined in EmployIndy's discretion that removal is in the best interest of EmployIndy, and (v) in any event, Contractor remains fully responsible for performance of all of its obligations under this contract, including any performance by any subcontractor.

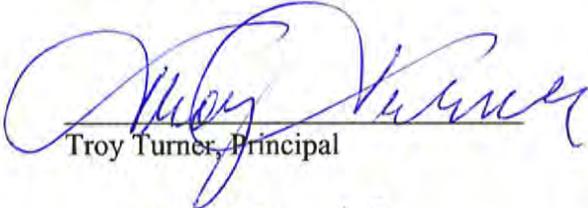
34) Dispute Resolution: The parties mutually agree that the interests of fairness, efficiency and good business practices are best served when the parties employ reasonable and informal means to resolve any dispute under this Contract prior to invoking a remedy provided elsewhere in this Contract. The parties will use their reasonable best efforts to resolve disputes arising under this Contract at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute between the parties cannot be resolved in the normal course of business, a senior executive of the party initiating this dispute resolution process will notify a senior executive of the other party in writing of the dispute, specifying the disputed issues. Thereafter, such executives, or their designated representatives, as applicable, will use their reasonable best efforts to resolve the dispute within seven (7) business days of submission

by a party to the others of such a dispute notice (or such longer time as the parties may agree). If such executives or as applicable, designated representatives are unable to resolve the dispute within such period the parties shall then be entitled to terminate this Contract in accordance with Paragraph 28.

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The parties, having read and understanding the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

THA Construction

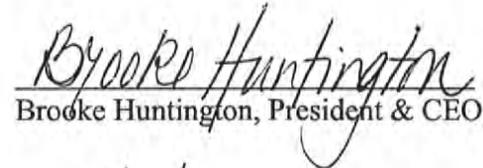


Troy Turner, Principal

2.23.15

Date

EmployIndy



Brooke Huntington, President & CEO

3/10/15

Date

ATTACHMENT A

Project Work Statement

Contract No. S2001-WO-14-YB

Period of Performance

January 1, 2015 - December 31, 2016

Total Cost

\$236,000

Scope of Work Statement

The scope of this work statement covers the Construction Management module which will be referred to as module 3. This module will work in conjunction with the Core Services/Case Management (module 1) and the Educational Services (module 2) modules of YouthBuild Indianapolis. The overall focus of YouthBuild Indianapolis is to provide direct and wrap around services essential to the long-term longevity of the participants within the program. All YouthBuild Indianapolis operations will be under the direction of EmployIndy serving as the main grantee.

Staffing

Quality of staffing is a cornerstone to a successful YouthBuild Indianapolis grant cycle. The quality of the staff, development of the staff, and the direction given to staff are all critical components to a successful YouthBuild Indianapolis grant cycle. As such, the following conditions related to staffing will exist:

- EmployIndy will reserve the right to participate in the staff hiring interview process and to make recommendations on all contractor staff hiring and promotions. The ultimate responsibility for all contractors' hiring resides with the contractor.
- All staff that are in any way involved in the YouthBuild Indianapolis system will have a full criminal background check prior to the start of work. EmployIndy will develop policy to provide contractor guidance related to the use of background checks for the hiring process.
- All staffing levels will have minimum credential requirements. A joint management team consisting of EmployIndy and contractor representatives led by EmployIndy will set the hiring standards.
- All staff will have continuing education requirements. A minimum of 20 work hours per staff person per year must be dedicated to continuing education. A joint management team consisting of EmployIndy and contractor representatives led by EmployIndy will create a list of acceptable continuing education and the contractor will build such continuing education and credentialing requirements into employees' performance reviews.
- Staff training will include, but not be limited to: contractor provided training as outlined in their proposal or any other appropriate Indiana Department of Workforce Development or U.S. Department of Labor sponsored training.

ATTACHMENT A

Construction Management (Module 3)

Purpose

The purpose of Module 3 is to provide the participants with the knowledge and experience needed to achieve the U.S. DOL as identified in the YouthBuild U.S.A. guidance. For YouthBuild Indianapolis, this certification is identified as the NCCER Level 1. Module 3 will also coordinate the procurement of the home, planned renovation, and budget to be used as the worksite for each cycle of this contract. Module 3 will act as the liaison for YouthBuild Indianapolis with the local Community Development Corporations associated with our work.

System Role

Module 3 will understand required competencies needed to pass assessments associated with the NCCER Level 1 certification, build curriculum to education participants on the core competencies required, provide worksite instruction to reinforce instruction, provide assessments to determine knowledge and retention, and provide guidance for participants that have a desire to work in the construction industry. The overall provision of services will occur through collaboration with other modules, other EmployIndy programs, other community based organizations, and other faith based organizations.

The main objective for module 3 is to develop and implement the construction educational strategy for each participant and complete the work needed on the construction site. This will be achieved through in class instruction, work based learning on the construction site, and supplemental experiences throughout the community. Upon completion of the construction educational plan, the desired outcome for all participants is to pass the assessment required and receive their NCCER Level 1.

Staff members of module 3 will also assisting in career planning for those interested in construction, case conferencing with other modules on overall progress of participants, and assisting in the outreach and enrollment process. Module 3, along with all other modules, will collaborate with key partners in the community including WorkOne Indianapolis, PowerTrain Indianapolis, WorkIndiana, and organizations with a current MOU's as provided by EmployIndy.

Primary Responsibilities:

- Work in conjunction with the staff and management of the other modules to ensure a seamless service provision to the participants. All staff of YouthBuild Indianapolis must represent one team with one mission.
- Ensure all participants are consistently behaving in a manner that provides a safe experience during the construction educational component.

ATTACHMENT A

- Ensure accuracy of information entered and provided to other modules as it pertains to the construction educational progress and interaction of the participants.
- Utilize the following systems as applicable for recording of service provision of participants as identified by EmployIndy:
 - WorkOneIndy.com – primary case management including comprehensive case notes by all modules and file management of YBI participants
 - TrackOne – case management and file management of WIA/WIOA participants
 - eNDMS – recording of JAG service provision
 - YouthBuild MIS – recording of program enrollment and all pertinent service delivery and case notes as expected by the U.S. Department of Labor
 - YES MIS – program enrollment and requirements of the program
- Develop a comprehensive service strategy and career plan with through collaboration with module 1 and 2
 - Career planning should utilize but not be limited to systems such as Indiana Career Connect, Indiana Career Explorer, and cTorq
- Ensure participant daily instruction is provided that is in alignment with construction educational plans
- Provide all participants with referrals to third party organizations when the YouthBuild Indianapolis staff do not possess the resources to address specific barriers the participants are facing
- Participate in community service efforts, program celebrations, field trips, and end of program graduation as appropriate
- Assist in the referral of participants, as appropriate, to jobs and post-secondary programs including certificate and degree programs
- Assist in follow-up contacts and services, as appropriate, to ensure the continued success of participants
 - Recording contacts and retention / placement information in appropriate systems
- Participate, as needed, in planning and review meetings to aid in the improved performance of YouthBuild Indianapolis
- Maintain a positive, collaborative, and empowering attitude each day that places a focus on servant leadership and improving the quality of life of our participants

ATTACHMENT B

Planned Outcomes and Performance

Contract No. S2001-WO-14-YB

Period of Performance

January 1, 2015 - December 31, 2016

The following chart (Addendum A) provides monthly and annual goals for all service providers in the YouthBuild Indianapolis system. The goals are created in two categories. Program metrics are the required end of program elements that will be reviewed the U.S. DOL to determine program outcomes. KPI (Key Performance Indicators) are data elements identified by EmployIndy to aid in understanding what program outcomes should occur at the end of each cycle and the close of the grant.

Within this contract, the program metrics and KPI are used as a measure of the effectiveness of the module service providers. Each metric has identified modules that can have a direct impact on the outcomes. The contract does not have a pay for performance element but the outcomes may be used in future contracting decisions.

Measure	Type	Module	Target	Measure Date	Measured By
Enrollment Rate	Program	1,2,3	35 per cycle	April 1st of cycle year	Number of trainees officially enrolled into YBI (shown in the U.S. DOL YouthBuild MIS)
Daily Trainee Attendance	KPI	1,2,3	85% per trainee for the entire cycle	Reviewed Monthly	Review of Attendance Records
Accuracy of Service and Case Note Entry	KPI	1,2,3	All services and case notes entered accurately and timely in all systems	Reviewed Monthly	Review of data systems
Meeting Budget Goals	KPI	1,2,3	Maintaining 100% expenditures in each category	Review Monthly	Review of AER's submitted
Recidivism Retention	Program	1,2,3	80% of trainees with a prior criminal record will avoid arrest for a new crime or incarceration for revocation of parole or probation	12 months from date of enrollment in YouthBuild Indianapolis	Reports taken from U.S. DOL YouthBuild data management system

ATTACHMENT B

Planned Outcomes and Performance

Contract No. S2001-WO-14-YB

Education						
(a) Progress toward HSED	KPI	1,2	80% of cohort will demonstrate progress toward readiness to register for and pass the TASC exam	Reviewed monthly following the completion of the 9th week of the program	Review of number of trainees registered to sit for the TASC test.	
(b) HSED Attainment	Program	2	80% of cohort	End of training cycle or before unsuccessful exit	TASC test results	
(c) Literacy/Numeracy Gains	Program	2	75% of trainees who are basic skills deficient math or reading will increase at least one educational level as defined by U.S. DOL in the YouthBuild MIS	End of training cycle or before unsuccessful exit	GED test results	
Career Readiness						
(a) Progress toward Work Readiness	KPI	1	85% of trainees will demonstrate progress toward completion of the OOS JAG components each month	Reviewed Monthly	Review of interim outcomes in eNDMS	
(b) Development and review/revise of career plan	KPI	1,2,3	100% of trainees will develop and review/revise their career plan monthly	Reviewed Monthly	Review of ISS documents and services in WorkOneIndy.com/TrackOne	
(c) Completion of JAG Work Readiness Curriculum	Program	1	85% of trainees will complete and show proficiency in the required areas of the OOS JAG curriculum	End of training cycle or before unsuccessful exit	Review of outcomes in eNDMS	

ATTACHMENT B

Planned Outcomes and Performance **Contract No. S2001-WO-14-YB**

Construction	KPI				Reviewed Monthly	Review of monthly reports/test scores
(a) Progress toward identified construction credential	KPI	3		75% of cohort will demonstrate progress toward identified construction credential	Monthly	Review of monthly reports/test scores
(b) Acquisition of identified construction credential	KPI	3		75% of cohort will earn identified construction credential	End of training cycle or before unsuccessful exit	Final test scores/ submission of certification requests to issuing entity
(c) Execution of construction rehabilitation on time and at or under budget	KPI	3		Construction rehab work follows the established schedule and within budgetary limits established with partner	Reviewed Monthly	Review of monthly reports/monitoring
Outcomes and Follow-Up						
(a) Placement in employment, military, or post-secondary education	Program	1,2,3		Trainee gains employment, enlists in the military, or enrolls in a post-secondary education program	1st quarter after successful exit	Proof or employment/enlistment/enrollment and data entered in U.S. DOL MIS
(b) Completion of credential	Program	1,2,3		Trainee completes recognized credential or obtains HSED	1st quarter after successful exit	TASC test results of proof of credential
(c) Contact made with all trainees on a quarterly basis in follow-up	Program	1,2,3		Staff contact and provide follow-up services to exited trainees	4 quarters after exit	WorkOneIndy.com ad U.S. DOL MIS
(d) Retention of employment / post-secondary	Program	1,2,3		Trainees placed in 1st quarter after exit are still employed or in post-secondary	3rd quarter after exit	Proof or employment/enlistment/enrollment and data entered in U.S. DOL MIS

ATTACHMENT C

Billing Procedures

Contract No. S2001-WO-14-YB

Period of Performance

January 1, 2015 through December 31, 2016

Total Contract Budget

\$236,000

1. Accrued Expenditure Reports will be sent after full execution of contract.
2. The Report must be submitted to Eleena Morris, Grant/Contract Services Accountant at EmployIndy via e-mail, fax or the U.S. postal service.

Eleena Morris
Account Services Coordinator
EmployIndy
115 W. Washington Street, Suite 450 S
Indianapolis, IN 46204

Phone: 317.684.2241

FAX: 317.639.0103

E-mail: emorris@employindy.org

3. Any questions regarding the submission of the Accrued Expenditure Report and this billing procedure can be directed to Eleena Morris.
4. AER's except for profit portion must be completed and received by the 6th working day of each month.
5. Profit AER will have a different due date that allows for accumulation of monthly performance.

ATTACHMENT C

Billing Procedures

Contract No. S2001-WO-14-YB

THA Construction
Youthbuild INDY
ACCRUED EXPENDITURE REPORT
01/01/2015 - 12/31/2016

Contract No. S2001-WO-14-YB

Period Ending _____

Contractor Name	THA Construction
Address	2357 Broadway Street
City, State, Zip Code	Indianapolis, IN 46205
Telephone Number:	(317) 965-6255
Contact Person:	Troy Turner, Principal

Report due 6th working day of each month

Category	Budget	Current Month Expense	Year to Date	% of Budget	Budget Balance
Youthbuild: CFDA 17.274					
Personnel	116,000.00	-	-	0%	\$116,000.00
Staff Development & Travel	0.00	-	-	0%	\$0.00
Direct Participants	0.00	-	-	0%	\$0.00
Non Direct	0.00	-	-	0%	\$0.00
Supplies	20,000.00	-	-	0%	\$20,000.00
Overhead	0.00	-	-	0%	\$0.00
WIA Youth: CFDA 17.259					
Personnel	100,000.00	-	-	0%	\$100,000.00
Total	\$ 236,000.00	\$ -	\$ -	0%	\$236,000.00

Contractor Representative

Date

EmployIndy Representative

Date

ATTACHMENT D

APPLICABLE STATUTES AND ASSURANCES

1. Applicable Statutes and Regulations

- (a) PL 105-200 Workforce investment Act of 1998;
- (b) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 18 et seq., Federal Fair Labor Standard Act; and
- (d) Indianapolis Private Industry Council policies and procedures.

2. Assurances

- (a) The Sub-Grantee agrees to comply with the Uniform Conflict of Interest Standards for WIBs issued by the State, which by reference is incorporated herein.
- (b) The Sub-Grantee will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIA and agrees to educate all staff members on the requirements of this statutory provision.
- (c) The Sub-Grantee 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.
- (d) The Sub-Grantee assures service providers will be selected in a manner consistent with applicable law and State policy and that documentation supporting the procurement will be kept for review.
- (e) The Sub-Grantee assures that no funds will be used for services described in any modification to the approved local workforce investment plan unless the workforce investment board and chief elected officials adhere to Sec. 118 of the WIA and all State policies and directives regarding modification of the plan, which policies and directives are hereby incorporated by reference.
- (f) The Sub-Grantee agrees to comply with the provision of veteran's preference consistent with applicable law and description of preference procedures contained in the local Workforce Investment Plan, which policies and directives are hereby incorporated by reference.
- (g) The Sub-Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Americans with Disabilities Act of 1990 makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also outlaws discrimination against individuals with disabilities in State and local government services, public accommodations, transportation and telecommunications;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1973, as amended, which prohibits discrimination of age, and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Sub-Grantee also assures that it will comply with 29 CFR parts 37 and all other regulations implementing the laws listed above. This assurance applies to the Sub-Grantee's operation of the WIA Title 1 financially assisted program or activity, and to all agreements the Sub-Grantee makes to carry out the WIA Title 1 financially assisted program or activity. The Sub-Grantee understands that the United States has the right to seek enforcement of this assurance.

ATTACHMENT E

DRUG FREE WORKPLACE ASSURANCE

(Drug-Free Workplace Act of 1988, 45 CFR Part, Subpart F)

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to EmployIndy within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Contractor's or any subcontractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract Agreement and/or debarment of contract opportunities with EmployIndy 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 Agreement is expressly subject to the terms, conditions and representations of the following Certification:

The Sub-Grantee assures that it will be a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The sub-grantee'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 employees for drug abuse violations occurring in the workplace;
- c) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 1. Abide by the terms of the statement; and,
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying EmployIndy within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2) with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes be a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

ATTACHMENT F

ASSURANCE REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Sub-Grantee, a recipient of Federal assistance funds under this agreement, assures that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or EmployIndy. The term "principal" for purposes of this Contract Agreement is defined as 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 Sub-Grantee.

This assurance is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR parts 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below.

1. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Sub-Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL), the State of Indiana or EmployIndy may pursue available remedies, including suspension and/or debarment.
2. The Sub-Grantee assures that it will provide immediate written notice to IPIC if at any time the Sub-Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
3. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
4. The Sub-Grantee agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The Sub-Grantee further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the

ATTACHMENT F

Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

ASSURANCE REGARDING LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS

Pursuant to USC Section 1352, Title 31 of the U.S. Code and any regulations promulgated thereunder, Sub-Grantee hereby assures and certifies that, to the best of his or her knowledge and belief, that:

1. By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below. This assurance is material representation of fact upon which reliance was placed when this transaction was made or entered into.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-Grantee shall complete and submit Standard Form L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The Sub-Grantee shall require that the language of this assurance be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

ATTACHMENT H

SIGNATURE VALIDATION SHEET

Under the provision of this contract the following persons are authorized to sign official documents.

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____

Name: _____

Title: _____

Type of Documents: _____

Signature: _____



EXECUTIVE DOCUMENT SUMMARY
 State Form 41221 (R10/4-08)

Received

Instructions for completing the EDS and the Contract process.

OCT 17 2012

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

DOA Contracts

12/7

aw

1. EDS Number: VR1-2-49-12-VA-1025	2. Date prepared: 8/7/2012
---------------------------------------	-------------------------------

3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 62110-F6010.631010	5. Account Name: FSSA DOED Fund
6. Total amount this action: \$0.00	7. New contract total: 0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2012	\$0.00
Year 2013	\$0.00
Year 2014	\$0.00
Year 2015	\$0.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 4/1/2012	12. To (month, day, year): 3/31/2016
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Other (specify) RULE PROMO
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

AGENCY INFORMATION

14. Name of agency: Div of Disability & Rehab Svcs	15. Requisition Number:
16. Address: FSSA, DDARS, Voc Rehab Service 402 W WASHINGTON ST RM W453 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: David Dessauer	18. Telephone #: 317/232-7822
19. E-mail address: David.Dessauer@fssa.in.gov	

COURIER INFORMATION

20. Name: FSSA/Claims Mgmt/contract coordination	21. Telephone #: 317-233-4703
22. E-mail address: Contract.Status@fssa.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000077448	
24. Name: INDIANAPOLIS PRIVATE INDUSTRY COUNCIL IN	25. Telephone #: NA
26. Address: 151 N. DELAWARE ST. STE 1600 INDIANAPOLIS, IN 46204	
27. E-mail address: na	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes <input checked="" type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: Yes <input checked="" type="checkbox"/> No Women: Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31. Sub Vendor: M/WBE Minority: Yes <input checked="" type="checkbox"/> No Women: Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes No	
34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes No	

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
34:36-1-23(3)

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
The partners to this agreement assure that they will work cooperatively to establish and maintain a cross-referral mechanism that facilitates the referral of individuals for needed services between the One-Stop partner programs for appropriate service provisions.

38. Justification of vendor selection and determination of price reasonableness:
The Rehabilitation Act of 1973 (29 U.S.C. 721 et seq.), as amended requires that the DSA or DSU of the vocational rehabilitation program to enter into a cooperative agreement with other entities that are components of the statewide workforce investment system of the state.

39. If this contract is submitted late, please explain why. (Required if more than 30 days late.)
Vendor late in providing information forms

RECEIVED
 OCT 23 2012
OAG-ADVISORY

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 08.16.12	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 10/22/12
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 10/24/12	46. Agency representative receiving from AG	47. Date Approved



**PROFESSIONAL SERVICES CONTRACT
INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION
DIVISION OF DISABILITY AND REHABILITATIVE SERVICES
CONTRACT WITH:**

**INDIANAPOLIS PRIVATE INDUSTRY COUNCIL, INC.D/B/A EMPLOYINDY
EDS NUMBER: VR1-2-49-12-VA-1025**

This Contract ("this Contract"), entered into by and between Indiana Family and Social Services Administration, Division of Disability and Rehabilitative Services, Vocational Rehabilitation Services (the "State") and Indianapolis Private Industry Council, Inc D/B/A EmployIndy (The "Contractor" or "Workforce Investment Board", "WIB"), 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. Purpose and Responsibilities of Parties.

A. The purpose of this agreement is to meet the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 721 et seq.), as amended, which requires the designated state agency (DSA) or designated state unit (DSU) of the vocational rehabilitation program to enter into a cooperative agreement with other entities that are components of the statewide workforce investment system of the state, consistent with section 101(a)(11)(A) of the Act and comparable provisions of the Workforce Investment Act (WIA).

B. All expenditures by Division of Disability and Rehabilitative Services (DDRS) for One-Stop services and ongoing operating costs will be made in accordance with OMB Circular A-87, Attachment A, Sec. C; OMB Circular A-122, Attachment A, the Education Department General Administrative Regulations (EDGAR) of Title 34 parts 74, 76, 77, 79, 80, 81, 82, 85, and 86; 20 CFR part 622; 29 CFR, part 37; and section 121(b) of the Workforce Investment Act of 1998, as applicable. Also in compliance with applicable law, VR will provide representation for each local Workforce Investment Boards (WIB) under section 117 of the Workforce Investment Act of 1998.

C. The Workforce Investment Board (WIB) and Vocational Rehabilitation Services (VRS) will collaborate to identify barriers and opportunities within the WIB region to increase employment opportunities for jointly eligible consumers while increasing efficiencies within the WIB and VRS. This collaboration will produce a report developed in concert by the two parties by March 31st of each contract year and jointly implemented throughout the contract period.

D. The partners to this agreement assure that they will work cooperatively to establish and maintain a cross-referral mechanism that facilitates the referral of individuals for needed services between the Workforce Investment Boards and Vocational Rehabilitation Services for appropriate service provision.

E. Consistent with the requirements of 20 CFR 662.240, DDRS will be the primary funding source for individualized vocational rehabilitation (VR) services for individuals with disabilities who have applied or have been determined to be eligible for VR services in accordance with federal regulations at 34 CFR 361, et seq. and applicable VR program policy. Core services are, but are not limited to, intake, eligibility determination, and authorization of services that allow an individual with a disability to gain, retain or advance in competitive, integrated employment.

F. The One-Stop System will be funded primarily through local WIA funds, and other funds allocated to the local Department of Workforce Development (DWD) programs, including Wagner-Peyser, Veterans, Unemployment Compensation, and Trade Act funds.

2. Consideration.

This is a collaboration agreement and there is no specific funding attached directly to this contract. There will be no shared costs to the Division of Disability and Rehabilitative Services for the ongoing operation of the Workforce Investment Boards one stop centers.

3. Term.

This Contract shall be effective for a period of four (4) years. It shall commence on April 1, 2012 and shall remain in effect through March 31, 2016.

4. Access to Records. – Deleted

5. Assignment; Successors. – Deleted

6. Assignment of Antitrust Claims. - Deleted

7. Audits. - Deleted

8. 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 State.

9. Changes in Work. – Deleted.

10. 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 State 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 as set forth in IC §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 State 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, 35-44-1-3, 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 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, 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 State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. 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 State 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 Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, 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 State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. 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.

H. 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 the Contract, 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 the Contract, even if IC §24-4.7 is preempted by federal law.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

11. Condition of Payment. - Deleted.

12. Confidentiality of State Information and Security and Privacy of Health Information.

To the extent that the Contractor conducts a "standard transaction" (as defined by 45 CFR § 162.103) on behalf of State the Contractor shall comply with the Transaction Standards, as may be amended from time to time, and shall provide documentation of its compliance with them, including a summary of project plans for remediation, status reports of remediation efforts, summary of test results, copies of certifications, if any, and the Contractor's statement affirming completion of all requirements. Such compliance shall be maintained at no additional cost to the State.

Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of Contractor's breach of this Section.

Security and Privacy of Protected Health Information, Drug and Alcohol Abuse Patient Records, and Confidentiality of State Information.

- A. HIPAA. If the Contractor receives Protected Health Information (PHI) from the State and such PHI is determined to be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), the Contractor agrees to comply with all such requirements, including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to the contract, to maintain compliance during the term of the contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under the contract. The Contractor agrees to comply with all applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

1. Implementing the following HIPAA requirements for any forms of PHI that the Contractor receives, maintains, or transmits on behalf of The Division of Disability and Rehabilitative Services:
 - a. Administrative safeguards under 45 CFR § 164.308
 - b. Physical safeguards under 45 CFR § 164.310
 - c. Technical safeguards under 45 CFR § 164.312
 - d. Policies and procedures and documentation requirements under 45 CFR § 164.316;
2. Implementing a disaster recovery plan, as appropriate, which includes mechanisms to recover data and/or alternative data storage sites, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
3. Not using or further disclosing PHI other than as permitted or required by this Contract or by applicable law;

4. Immediately reporting to the FSSA HIPAA Compliance Office any security and/or privacy incident of which the Contractor becomes aware;
5. Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to the FSSA HIPAA Compliance Office any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;
6. Ensuring that any subcontractors or agents to whom the Contractor provides PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding PHI and agrees to implement the required safeguards to protect it;
7. Making the Contractor's internal practices, books and records related to the use or disclosure of PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State compliance with applicable law. The Contractor shall immediately notify the FSSA HIPAA Compliance Office upon receipt by the Contractor of any such request from the Secretary of DHHS or designee, and shall provide the FSSA HIPAA Compliance Office with copies of any materials made available in response to such a request;
8. In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;
9. Making available PHI for amendment and incorporating any amendments to PHI in accordance with 45 CFR § 164.526, if the Contractor maintains PHI subject to amendment;
10. In accordance with procedures established by the Division of Disability and Rehabilitative Services:
 11. making PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;
 12. At the discretion of the Division of Disability and Rehabilitative Services, authorizing termination of the Contract if Contractor has violated a material provision of this Section;
 13. At the termination of the Contract, return or destroy all PHI received or created under the Contract. If the Division of Disability and Rehabilitative Services determines return or destruction is not feasible, the protections in this agreement shall continue to be extended to any PHI maintained by the Contractor for as long as it is maintained.

Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

- B. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to the FSSA HIPAA Compliance Office.
- C. Confidentiality of State 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 State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State 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 State 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. The Contractor shall immediately report any unauthorized disclosures of Social Security numbers to the FSSA HIPAA Compliance Office.

13. **Continuity of Services.** – Deleted.

14. **Debarment and Suspension.** – Deleted.

15. **Default by State.** – Deleted

16. **Disputes.** – Modified

A. Should any disputes arise with respect to this Contract, the Contractor and the State 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 of 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 State 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 State for such costs.

C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit

the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State 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 Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner 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. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

17. Drug-Free Workplace Certification.- Modified

As required by Executive Order No. 90-5 dated 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 State 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 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 State for up to three (3) years.

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

- A. The Contractor does not knowingly employ an unauthorized alien.
- B. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- C. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- D. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State 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.

19. Employment Option. – Deleted.

20. 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.

21. Funding Cancellation. When the Director of the State Budget Agency 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 Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract 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.

23. HIPAA Compliance. This information has been incorporated in Clause 12.

24. Indemnification. – Deleted.

25. Independent Contractor; Workers' Compensation Insurance - Deleted

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance - Deleted.

28. Key Person(s). – Deleted.

29. Licensing Standards – Deleted.

30. 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, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance - Deleted

32. 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's 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"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

33. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Shane Spotts, Director
Division of Division of Disability and Rehabilitative Services
402 West Washington Street
Indianapolis, IN 46204**

B. Notices to the Contractor shall be sent to:

**Indianapolis Private Industry, Inc
151 N. Delaware St Ste 1600
Indianapolis, IN 46204**

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference. - Modified

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 State.

35. Ownership of Documents and Materials - Deleted

36. Payments. - Deleted

37. Penalties/Interest/Attorney's Fees. The State 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, any liability resulting from the State'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.

38. Progress Reports - Deleted

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. 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.

42. 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.

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

44. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor 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 State 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. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
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 State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the

Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State 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 State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. **Travel.** – Deleted.

47. **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 State'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 State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

48. **Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

49. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2012 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

4. Access to Records – Deleted.
5. Assignment; Successors – Deleted
6. Assignment of Anti-Trust claims - Deleted
7. Audits – Deleted.
9. Changes in Work – Deleted.
11. Condition of Payment – Deleted.
13. Continuity of Services – Deleted
14. Debarment and Suspension – Deleted.
15. Default by State – Deleted.
16. Disputes. – Modified
17. Drug-Free Workplace Certification.- Modified
19. Employment Option – Deleted.
24. Indemnification – Deleted.
25. Independent Contractor; Workers' Compensation Insurance - Deleted
27. Insurance – Deleted.
28. Key Person(s) – Deleted.
29. Licensing Standards – Deleted.
31. Minority and Women's Business Enterprises Compliance - Deleted

- 34. Order of Precedence; Incorporation by Reference. – Modified.
- 35. Ownership of Documents and Materials - Deleted
- 36. Payments. – Deleted.
- 38. Progress Reports - Deleted
- 46. Travel. – Deleted.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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 other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State 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 agree to the terms thereof.

Indianapolis Private Industry Council, Inc D/B/A EmployIndy

By: Brooke Huntington
Printed Name: Brooke Huntington
Title: President & CEO
Date: 10/5/12

**Indiana Family and Social Services Administration
Division of Disability and Rehabilitative Services**

By: [Signature]
Shane Spotts, Director
Date: 10/15/12

Bureau of Rehabilitative Services

By: Nancy Zemaitis
Nancy Zemaitis, Director
Date: 10/12/12

**Approved by:
Department of Administration**

By: [Signature] (for)
Rob Wynkoop, Commissioner
Date: 10.17.12

**Approved by:
State Budget Agency**

[Signature] (for)
Adam Horst, Director
Date: 10/22/12

**APPROVED as to Form and Legality:
Office of the Attorney General**

[Signature] (for)
Greg Zoeller, Attorney General
Date: 10/24/12