GRANT FOR THE PROVISION
OF EMPLOYMENT AND TRAINING SERVICES
(Workforce Investment Act-JAG-BOS)

EDS NO. C1-3-JAG-2-11

This Grant Agreement, entered into by and among the Indiana Department of Workforce Development (hereinafter "DWD") for and on behalf of the State of Indiana (hereinafter the "State"), the Balance of State Workforce Investment Board (hereinafter the "BOS-WIB"), and the Grow Southwest Indiana Workforce Board, Inc. [Regional Workforce Board] (hereinafter the "RWB or "Grantee") is executed pursuant to IC 22-4-18-1(b)(4) and the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

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

a. Applicable Law: The applicable federal and state statutes, rules and regulations, as the same may be amended from time to time, for the Grant funds are set forth in Exhibit A, attached hereto and incorporated fully herein. This Grant shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and in the applicable federal and state statutes, rules and regulations and applicable Office of Management and Budget (OMB) circular.
b. Purpose: The purpose of this Grant Agreement is to implement the employment and training programs and/or services described in the "Scope of Work", attached hereto as Exhibit B, and incorporated fully herein ("JAG Incentive Grant Scope of Work").
c. Funding Source: The funding source to support this Grant are funds made available pursuant to the federal Workforce Investment Act, 29 USC 2801 et seq., and any amendments thereto, which is incorporated herein and made a part hereof by reference.

2) **Term:** The term of this Grant Agreement shall be from July 1, 2012 until June 30, 2013 (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date. The Grantee may request in writing that the Expiration Date only of this Grant Agreement be extended. If a request for extension is granted, the extension shall be made by written agreement of the parties and subsequent approval by all appropriate State officials or their designees.

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

a. $ 30,053, as specified in the Budget; or

b. The actual cost of performing the services and activities described in this Grant Agreement.

4) **Audits:** Following the expiration of this grant, the Grantee shall arrange for a financial compliance audit of funds provided by the state pursuant to this Grant. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with the Indiana State Board of Accounts publication entitle "Uniform compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars

A-133 (Audits of States, Local Governments, and non-Profit Organizations). Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. All nongovernmental organizations are required by IC 5-11-1-4 to file an Entity Annual Report (form E-1) with the Indiana State Board of Accounts. The E-1 form is due within thirty (30) days after the entity's fiscal year end.

5) **Authority to Bind Grantee:** Notwithstanding anything in this Grant Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute this Grant Agreement on behalf of the Grantee and has obtained all necessary or applicable approval from the Grantee to make this Grant Agreement fully binding upon the Grantee when his/her signature is affixed, and accepted by the State.

6) **Compliance with Laws:**

a. The Grantee 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 Grant shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant require formal modification.

b. The Grantee 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 Indiana Code § 4-2-6 et seq., IC § 4-2-7, et, seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee 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 Grantee certifies by entering into this Grant, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

d. The Grantee 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 Grantee agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or contractual device issued pursuant to this Agreement.

e. If a valid dispute exists as to the Grantee'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 Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee 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 under IC 5-17-5.

f. The Grantee warrants that the Grantee and its subgrantees, 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 grant and grounds for immediate termination of this Grant Agreement and denial of further work with the State.

g. The Grantee 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 Grantee and any principals of the Grantee certify that (A) the Grantee, 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 Grantee 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 Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee: (A) except for de minimis and nonsystematic violations, 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 Grant, even if IC 24-4.7 is preempted by federal law.

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

The Grantee 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 Grantee specifically agrees to adhere to the provisions of IC 22-4-19-6 and IC 4-1-6-1 *et seq.* Grantee recognizes that it is subject to the penalties for disclosure of protected information under IC 5-14-3-10.

The parties acknowledge that the services to be performed by Grantee for the State under this grant may require or allow access to data, materials, and information containing Social Security numbers or other personal information 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 Grantee 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 Grantee, Grantee 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 grant.

8) **Debarment and Suspension:**

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

b. The Grantee certifies that is has verified the state and federal suspension and debarment status for all subgrantees receiving funds under this Grant Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subgrantee. The Grantee shall immediately notify the State if any subgrantees becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subgrantee for work to be performed under this Grant Agreement.

9) **Drug-Free Workplace Certification:** The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant is in excess of $25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

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

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

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

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

b. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the 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 an employee for drug abuse violations occurring in the workplace; and

c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

d. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction; and

e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

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

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

12) **Funding Cancellation:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of

performance of this Grant Agreement, it shall be canceled. A determination by the Director of the SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

a. The Grantee shall modify the federal workforce development and employment and training services and activities as directed by the State in the event statutes or regulations require such modification;

b. The Grantee shall comply with all applicable policy and directives issued by the State;

c. The Grantee 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 Grantee by the State and received from separate funding sources;

d. No funds made available under this Grant Agreement shall be used to promote religious or anti-religious activities in violation of 29 CFR §93.100 et seq. or used for lobbying activities in violation of 20 CFR 667.266(b), or used for political activities in violation of 5 U.S.C. 1501 et seq.;

e. It shall establish safeguards adequate to prohibit employees or other persons from using their position with the Grantee for improper private gain for themselves or others. The Grantee will adopt corporate bylaws that establish procedures to avoid improper conflicts of interest;

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

g. The 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;

h. In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq., the 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;

i. The Grantee agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC 4212.

14) **Governing Laws:** This Grant 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.

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

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

17) **Insurance and Bonding:**

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

   i. Grantee 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 the State and shall name the State as an additional insured. Grantee shall, upon request, provide the State with a Certificate evidencing such insurance. Failure to maintain such insurance shall result in the termination of this Grant.

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

this Grant Agreement and any funds awarded hereunder. Pursuant to Indiana Code 4-13-2-20(i), such security shall not be required if the Grantee 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).

iii. If Grantee 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, Grantee may elect to provide such coverages.

b. The Grantee's insurance coverage must meet the following additional requirements:

i. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

ii. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Grantee.

iii. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant shall not be limited by the insurance required in the Grant.

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

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

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

19) **Lobbying Activities:**

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

extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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

20) **Modification:** The parties shall modify or extend this Agreement consistent with applicable law and DWD 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.

21) **Monitoring and Compliance:** The State shall monitor the Grantee's compliance with the terms and conditions of the Grant Agreement including all applicable statutes, regulations, directives and mandates. The Grantee shall provide the State 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 Grant Agreement and after the Expiration Date as may be reasonably necessary to monitor compliance with this Grant Agreement. The Grantee will be responsible for on-site monitoring of any sub-recipient.

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

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subgrantees agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

a. Equal Opportunity Assurances: The parties to this Grant Agreement assure that each will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIA and its implementing regulations at 29 CFR Part 37. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship, or his or her participation in any WIA Title I-financially assisted program or activity.

b. Discrimination Complaint Procedures: The parties to this Grant Agreement will assure those complaints alleging discrimination on any of the above bases will be processed in accordance with 29 CFR Part 37.76 et seq. and DWD policy 2004-05 developed pursuant to this section and approved by the U.S. Department of Labor's Civil Rights Center.

c. Accessibility and Reasonable Accommodation: Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this Grant Agreement will assure that the following is provided in the One-Stop delivery systems:

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

d. Obligation to Provide Notice: The parties to this Grant Agreement will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with 29 CFR Parts 37.29 through 37.34 of the implementing regulations for Section 188 of WIA.

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

a. Notices to the State shall be sent to:
Commissioner
Department of Workforce Development
10 North Senate Ave., IGCS, 3rd Floor
Indianapolis, Indiana 46204

b. Notices to the Grantee shall be sent to:
Jim Heck
Executive Director
Grow Southwest Ind. Area Workforce Board
318 Main St Suite 504
Evansville, IN 47708

c. Payments to the Grantee shall be sent to:
Nancy Beale, Fiscal Agent
Crowe Horwath
1149 S. Balthazar Dr.
Santa Claus, IN 47579

24) **Order of Precedence:** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) This Grant Agreement, (2) Attachments prepared by the State, and (3) Attachments prepared by the Grantee.

25) **Payment of Grant Funds by the State:** The payment of Grant funds by the State to the Grantee shall be made in accordance with the following schedule and conditions:

a. This Grant Agreement must be fully executed.

b. No funds that are transferred under this Grant Agreement shall be disbursed by the Grantee to another person to act as its agent or employee in performing the terms and

conditions of this Grant Agreement without a written financial grant between the Grantee and that person.

c. All payments by the State to the Grantee for services rendered pursuant to this Grant Agreement shall be made on accrual basis and shall be accompanied with financial reports that are required by the State. No cost shall be accrued prior to the starting date of this Grant.

d. All payments by the State 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. The State reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. The State also reserves the right to withhold final payment until agency-required reports are received and accepted.

f. Failure to complete the activities described in this Grant Agreement and the strategic plan and to expend the funds in accordance with this Grant Agreement may be considered a material breach of this Grant Agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant programs and/or suspension of the Grantee's participation in grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all funds expended for activities which are not in the scope of the Grant Agreement or the Budget. The remedies described in this subparagraph are in addition to any other remedies the State may have at law or equity.

g. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2 14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant except as permitted by IC 4-13-2-20 or by the statute authorizing this Grant.

26) **Penalties, Interest and Attorney 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, the parties stipulate and agree that 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.

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

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

29) **Retention of Records:** The Grantee 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 Grant Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

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

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

32) **Taxes.** The State is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the Grantee as a result of this Grant.

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

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Non-Collusion and Acceptance

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

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

REGIONAL WORKFORCE BOARD

Grow Southwest
Indiana Workforce Board, Inc.
Organization Name

Signature

Elizabeth Witte, Vice Chair
Typed or Printed Name and Title

8/30/12
Date

BALANCE OF STATE WORKFORCE INVESTMENT BOARD

Jeffrey L. Williams, Chair

9/12/12
Date

INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT

Scott B. Sanders, Commissioner

9/27/2012
Date

INDIANA DEPARTMENT OF ADMINISTRATION

Robert D. Wynkoop, Commissioner

10.4.12
Date

STATE BUDGET AGENCY

Adam M. Horst, Director

10-9-12
Date

APPROVED AS TO FORM AND LEGALITY

Gregory F. Zoeller, Attorney General

10/15/12
Date

Exhibit A

APPLICABLE STATUTES AND REGULATIONS

(a) Workforce Investment Act of 1998, 29 USC §2801 et seq.;

(b) Workforce Investment Act regulations at 20 CFR Parts 660-671;

(c) Wagner-Peyser Act, 29 USC 49 et seq.;

(d) Establishment and Functioning of State Employment Services, 20 CFR Part 652;

(e) Nondiscrimination and Equal Opportunity provisions of the Workforce Investment Act, 29 CFR Part 37;

(f) Job Counseling, Training and Placement Services for Veterans, 38 USC §4100 et seq; Employment and Training of Veterans, 38 USC §4211 et seq;

(g) Fair Labor Standards Act 29 USC §201 et seq; and

(h) Indiana Department of Employment and Training Act, IC 22-4 et seq. and accompanying rules, regulations and policy directives;

(i) Trade Act of 1974, as amended, P.L. 93-168;

(j) Trade Act of 2002, P.L. 107-210

(k) Trade Adjustment Assistance Regulations. 20 CFR 617

JAG Incentive Grant Scope of Work: July 1, 2012 to June 30, 2013

The Jobs for America's Graduates (JAG) program operates in 11 regions and Marion County. The growth of the JAG program from 12 to 56 in-school programs, 20 out-of-school programs and 5 alternative education programs has demonstrated a need for low-income students to receive instruction on employability skills, leadership skills and supported attainment of a high school diploma. The JAG program also supports the navigation process to post-secondary education and develops civic and social awareness.

The JAG program has provided instructional support for employability skills and requires additional support for employer marketing, job development, community outreach and post-secondary enrollment. As well as supporting participants in the year of follow-up.

Through the additional funding support, workforce regions/WIBs operating a JAG program will maintain 1 to 2 support staff in each JAG region to:

- Advance the level of business engagement
- Increase the number of community organizations and faith-based partners
- Nurture long-term business, community and faith-based partnerships
- Develop mentorship and/or internship opportunities
- Instruct and improve the navigation of the enrollment to post-secondary education or training
- Provide connections between post-secondary institutions and JAG students
- Develop and execute opportunities for JAG students to gain knowledge and experience with post-secondary institutions

The number of supportive staff for each region will be determined by the number of JAG students projected for each region. This number will include students served; in high school, in the follow-up phase, and students participating in the out-of-school sites.

By providing support staff for JAG programs operating in Indiana, the Department of Workforce Development plans:

- 70% of JAG students engage in a mentorship or internship by the end of their senior year
- All JAG sites report 20% of class time spent on fieldtrips/guest speakers each month
- 85% of seniors will have a pin and complete the on-line FAFSA by March 1, 2013
- 85% of seniors will have completed two post-secondary applications by May 2013
- 85% of seniors will have taken the ACT or SAT or other post-secondary assessment or certification assessment by May 2013
- 100% of JAG sites will participate in a college fair by April 2013
- 100% of JAG sites will have visited a college campus by May 2013

All data will be supported through accurate and timely reporting in the eNDMS (electronic National Data Management System) and monthly reporting on the Coordinators' Report. Coordinators' Reports will be due by the 15th of each month in alignment with data approval for the eNDMS. The JAG Program Managers will be accountable for all data timelines and accuracy. All reports must be submitted to the JAG Program Manager for approval before submitting to DWD.

EXHIBIT C

JAG Budget

EDS NUMBER:	C1-3-JAG-2-11	**CFDA#:**	17.259
FEDERAL AGENCY:	DOL	**DUNS#:**	829331581
		CCR#:	6AJF3

Project Code	Function	Cost Category	Budget
5107330P11WIAYT	7450000	Administration	$ 2,732
5107333P10WIAYT	7160000	Program Cost	$ 27,321
		TOTAL	**$ 30,053**

8/12