

**GRANT FOR THE PROVISION
OF SPECIAL EMPLOYMENT AND TRAINING SERVICES**

EDS NO. C1-3-PIABE-2-05

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 Region 5 Workforce Board, Inc. [Regional Workforce Board] (hereinafter the "RWB or "Grantee") is executed pursuant to IC 22-4-25 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 Grant:** 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 at IC 22-4-25-1. The purpose of this Grant Agreement is to enable the State to make a grant from the State's special employment and training services funds to the Grantee for the eligible costs of the project described in the Scope of Work (SOW), attached hereto as Exhibit B, and incorporated fully herein (the "Scope of Work" or the "SOW").

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.

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

(a) \$97,244, as specified in the Budget; or

(b) The actual cost of performing the project described in this Grant Agreement and the Scope of Work.

4) **Design and Implementation of Project/Assurances:** The Grantee shall be solely responsible for the proper design and implementation of the project, as described in the Scope of Work and in accordance with the terms and conditions of this Grant Agreement. In this regard, Grantee makes the following assurances:

(a) The Grantee shall modify the Scope of Work as directed by the State in the event statutes or regulations require such modification; and

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

5) **Audits:** The grantee acknowledges that it may be required to submit to an audit of funds paid through this Grant. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

6) **Authority to Bind Grantee:** The signatory for the Grantee represents that he/she had been duly authorized to execute this Grant Agreement on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Grant Agreement fully binding upon the Grantee when he/her signature is affixed, and certifies that this Grant is not subject to further acceptance by the Grantee when accepted by the State.

7) **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 Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement 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 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 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 Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6 and 4-2-7.
- C. The Grantee certifies by entering into this Grant Agreement 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. 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 Grant 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 a supplement, amendment, change order or other 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 (IDO) 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 Grantee warrants that the Grantee 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 Grant Agreement and grounds for immediate termination 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 Grant Agreement, 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 Agreement, even if IC 24-4.7 is preempted by federal law.

8) 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 covenants 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.

9) Debarment and Suspension:

- A. 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 department, or any agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Grant 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 Grantee.
- B. The Grantee certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this grant and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Grantee shall immediately notify the State if any subcontractor 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 subcontractor for work to be performed under this grant.

10) 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 this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Grant and/or debarment of grant opportunities with the State 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.
- 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;
- 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;
- 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.

11) 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.

12) Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections: The Grantee 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 any reporting requirements as set forth by the State.

13) 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 a grant, this Grant Agreement 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.

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

- A. The Grantee shall comply with all applicable policy and directives issued by the State;
- B. 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;
- C. It shall maintain 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;
- D. No funds made available under this Grant Agreement shall be used to promote religious or anti-religious activities, 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 to 1508.
- E. 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.
- F. The Grantee agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC 4212.

15) 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.

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) **Licensing Standards:** The Grantee, its employees and any subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws and regulations governing the 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.

18) **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.

19) **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.

20) **Nondiscrimination:** This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Grant, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grant or any subgrantee.

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 and its subgrantees covenants that it shall not discriminate against any employee or applicant for employment relating to in the performance of this Grant Agreement. The Grantee shall not discriminate 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, or ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provisions of services based on the Protected Characteristics in the provision of services.

21) **Notices:** Whenever any notice, statement or other communication shall be sent to the State or Grantee, 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:

Executive Director
Interlocal Association, Regional Operator
836 S. State Street, P.O. Box 69
Greenfield, IN 46140

C. Payments to the Grantee shall be sent to:

Executive Director
Interlocal Association, Regional Operator
836 S. State Street, P.O. Box 69
Greenfield, IN 46140

22) **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 accompanied with financial reports that are required by the State. A final reconciliation/closeout report will be submitted within 45 days after the expiration date, with excess funds being returned to the State.
- D. Failure to complete the project and expend State funds in accordance with this Grant Agreement may be considered a material breach, 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 State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities which are not in the Scope of Work or the Budget.
- E. If this Grant Agreement is terminated by either party prior to the Expiration of this Grant Agreement, the State may promptly conduct an on-site monitoring of the project and completed a Project monitoring report.
- F. All payments shall be made by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor or State.

23) **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, 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.

24) **Progress Reports:** The Grantee shall submit progress reports, as directed by the State that describe progress toward meeting desired outcomes.

25) **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 State Property Management Policy.

26) **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.

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

28) **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.

29) **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 shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination and for costs associated for the completion of participant training during this grant period if termination should occur after enrollment dates. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member of officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, 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 Grant Agreement other than that which appears upon the face hereof.

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

REGIONAL WORKFORCE BOARD

Region 5 Workforce Board, Inc.
Organization Name

[Signature]
Signature

Jeff Burt, Chairman
Typed or Printed Name and Title

5/18/12
Date

**BALANCE OF STATE
WORKFORCE INVESTMENT BOARD**

[Signature]
Jeffrey L. Williams, Chair

5/28/12
Date

**INDIANA DEPARTMENT OF
WORKFORCE DEVELOPMENT**

Charles B. Cuth (for)
Scott B. Sanders, Commissioner

6/8/2012
Date

**INDIANA DEPARTMENT OF
ADMINISTRATION**

[Signature]
Robert D. Wynkoop, Commissioner

4/12/12
Date

STATE BUDGET AGENCY

[Signature]
Adam M. Horst, Director

6/13/12
Date

**APPROVED AS TO FORM AND
LEGALITY**

James F. Schmitt, Deputy for
Gregory F. Zoeller, Attorney General

6-18-12
Date

*OK
6/15/12*

EXHIBIT A

P & I SPECIAL EMPLOYMENT AND TRAINING SERVICES

Applicable Statutes and Regulations

- (a) IC 22-4-25-1
- (b) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 8 et seq., Federal Fair Labor Standards Act; and

Exhibit B

ADULT EDUCATION GRANTS ADULT EDUCATION GED+ PROGRAM

SCOPE OF WORK - PROJECT REQUIREMENTS

SECTION 1 - Project Abstract

This grant will provide funds made available through the Penalty and Interest Special Employment and Training Services Fund (P&I) to the Grantee to provide GED+ vouchers to eligible adult and youth participants who are co-enrolled under both the Workforce Investment Act Titles I and II.

P&I dollars will be granted to the Grantee by the Department of Workforce Development (DWD), with up to 10% for administration. The remaining 90% of grant funds must be dedicated to GED+ vouchers. DWD recommends that Grantees streamline their processes as much as possible to serve as many clients as possible.

SECTION 2 – GED+ Vouchers

Client Eligibility

The GED+ program is intended to enable individuals who are near to earning or have recently earned their GED certificate the opportunity to earn a pre-post-secondary occupational certification.

In order for a client to be eligible for a GED+ voucher, the following must apply:

- 2.1 The client scores at or above a 4th-grade level on the TABE (see DWD Policy 2010-13; Attachment C, section 4), **and**;
- 2.2 The client has passed a drug test in accordance with DWD Policy 2010-22, **and**;
- 2.3 The client:
 - 2.3.1 is enrolled currently in an Adult Education Program and is working toward a GED certificate or high school diploma, **or**;
 - 2.3.2 was enrolled in an Adult Education Program in the past twelve (12) months **and** has earned his/her GED or high school diploma in the past six (6) months, **and**;
- 2.4 The client has a record in AE InTERS, **and**;
- 2.5 The client is willing to enroll in an eligible GED+ program and meets any additional program requirements.

Voucher completion

GED+ providers may invoice the Grantee when the following conditions have been met by an eligible client:

- 2.6 GED+ providers may invoice the Grantee for 70% of the cost of the GED+ voucher for a client at the start of the program, which is considered the first day the program meets.
- 2.7 GED+ providers may invoice the Grantee for the remaining 30% of the cost of the GED+ voucher for a client when the client has completed the requisite coursework and is

prepared to sit for the exam to achieve an industry-recognized certification in his/her chosen field.

2.7.1 Please note that the Grantee must pay providers for GED+ clients who have successfully met the conditions above; clients do *not* have to achieve GED attainment or pass the Compass/Accuplacer as a prerequisite for payment, nor must they pass the certification exam.

2.8 GED+ costs for each adult education GED+ program will be approved by DWD. Grantees will submit fiscal reports to DWD as directed by the finance division.

2.8.1. GED+ costs should include the cost for the client to sit once for the certification exam for which the GED+ program prepares clients. In the rare instance when the GED+ program cost does not account for the cost of the exams, a voucher could be used for this purpose.

2.8.2. GED+ costs should include the costs of other materials necessary to participate in the GED+ program, such as equipment or textbooks. In the rare instance when the GED+ program cost does not account for the cost of such course necessities, a voucher could be used for this purpose.

Voucher carryover from 2011-2012

2.9 Grantees may use funds to pay GED+ providers for clients who started a program prior to June 30, 2012, but who did not complete the program until after July 1, 2012. In these instances it is anticipated that GED+ providers would be eligible for 70% of the cost of the program upon the client's successful completion of the program as specified in the 2011-2012 career certification statement of work. Clients must successfully complete the program as defined under the 2011-2012 career certification statement of work.

Reallocation of Unused Funds

2.10 DWD will monitor the number of career certification vouchers granted for GED+ program tuition per region and may choose to re-allocate funds mid-year if performance lags. In subsequent years, regional GED+ program performance will be considered for the GED+ allocation.

SECTION 3 - Applicable Authorities

Services will be provided in compliance with the following authorities, including but not limited to these statutes, regulations and guidelines, the Workforce Investment Act (WIA), WIA §173 (29 U.S.C. §2918); the regulations at 20 CFR Part 664 which (subject to the exceptions in 20 CFR Part 664) refers to the general WIA administrative and program regulations at 20 CFR 667 Subpart B – Administrative Rules, Cost, and Limitations; 29 CFR Parts 96, 97 and 99; OMB Circular A-87.

SECTION 4 - Allowable Services/Activities

The Grantee shall ensure that the following services are provided:

4.1 Adult Education Grants (GED+ vouchers);

4.2 Administration;

4.3 Providing accommodations for clients who are otherwise able to participate in a GED+ program, but who require special accommodations to do so;

- 4.4 Provision of the cost of a certification exam as specified under 2.8.1. The use of GED+ vouchers for this purpose should be rare;
- 4.5 Provision of the cost of necessary materials as specified under 2.8.2. The use of GED+ vouchers for this purpose should be rare.
 - 4.5.1. These costs should be related directly to the GED+ program and should not include other supportive services such as transportation or childcare vouchers.

All services/activities shall be documented in the Indiana Department of Workforce Development case management system under the appropriate funding stream, which is Special Employment and Training Services Fund.

SECTION 5 – WIA Eligibility

- 5.1 For participants enrolled in the Adult Education program, the Grantee shall ensure that the eligibility criteria for Adult or Dislocated Workers described in Section 101 of Title I of the Workforce Investment Act of 1998 is met.
- 5.2 For participants enrolled in the Adult Education program, the Grantee shall ensure that eligibility criteria for WIA Youth described in Section 101 of Title I of the Workforce Investment Act of 1998 is met.

SECTION 6 – Award Specific Requirements

The Grantee shall:

- 6.1 Ensure priority of service is provided to veterans and spouses of certain veterans for the receipt of employment, training and placement services as required by the “Jobs for Veterans Act (JVA), Public Law 107-288 (38 USC 4215).
- 6.2 Ensure participant’s file contains all necessary documentation of eligibility and service delivery per current DWD policies.
- 6.3 Ensure that all funds provided under this grant agreement are expended in accordance with the terms and conditions of this grant award and any subsequent grant modifications thereto and all applicable State and Federal statutes, regulations and policies, including those of WIA.

SECTION 7 – Reporting Requirements

- 7.1 The Grantee shall submit a monthly report via email to the Regional Adult Education Coordinator no later than five business days following the end of each month and should follow the format designated by DWD.

The Grantee shall include the following elements in its report:

- 7.1.1 Total number of participants who have received a GED+ voucher;
- 7.1.2 Total number of participants who have completed the GED+ program;
- 7.1.3 Total number of participants who have passed the objective exam and earned the certification associated with the GED+ program in which they participated;

- 7.1.4 Total number of participants who gained employment during or after completing the GED+ program;
- 7.1.5 Total amount of GED+ dollars that have been obligated and expended, respectively for tuition, accommodations, certification exam, and any additional program costs;
- 7.1.6 Balance of P&I funds left to be obligated and expended, respectively, on GED+ training;
- 7.2 The Grantee shall also ensure that individual participants can be tracked and reported along the following categories, and made available to DWD upon request:
 - 7.2.1 Number and % of WIA adult, DW, and/or Youth trained
 - 7.2.2 Number and % of WIA adult, DW, and/or Youth obtaining credential
 - 7.2.3 Number and % of WIA adult, DW, and/or Youth placed
- 7.3 The Grantee agrees to utilize systems and formats specified by the Department, including the Indiana Department of Workforce Development case management system, for the reporting of performance under this grant program.
- 7.4 The Grantee shall make every effort to enter accurate and timely participant data in the case management system within three (3) days of service delivery as required with all other workforce investment system programs.
- 7.5 The Grantee shall register Adult Education participants in the Indiana Department of Workforce Development case management system using the same level of detail as required for all other WIA services. Services shall be entered under the designated funding stream code as determined by participant eligibility.

EXHIBIT C

P & I Special Employment & Training Funds

EDS NUMBER: C1-3-PIABE-2-05

Project Code	Function	Cost Category	Budget
5108976P10STATE	7100000	Administration	\$9,724
5108976P10STATE	7160000	Program Costs	\$87,520
TOTAL			\$97,244

5/12

**GRANT FOR THE PROVISION
OF SPECIAL EMPLOYMENT AND TRAINING SERVICES**

EDS NO. C1-3-PIABE-2-08

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 South Central Region 8 Workforce Board, Inc. [Regional Workforce Board] (hereinafter the "RWB or "Grantee") is executed pursuant to IC 22-4-25 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 Grant:** 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 at IC 22-4-25-1. The purpose of this Grant Agreement is to enable the State to make a grant from the State's special employment and training services funds to the Grantee for the eligible costs of the project described in the Scope of Work (SOW), attached hereto as Exhibit B, and incorporated fully herein (the "Scope of Work" or the "SOW").
- 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.
- 3) **Consideration:** The project Budget is set forth in Exhibit C attached hereto and incorporated fully herein (the "Budget"). Maximum payment is limited to the lesser of:
 - (a) \$42,841, as specified in the Budget; or
 - (b) The actual cost of performing the project described in this Grant Agreement and the Scope of Work.
- 4) **Design and Implementation of Project/Assurances:** The Grantee shall be solely responsible for the proper design and implementation of the project, as described in the Scope of Work and in accordance with the terms and conditions of this Grant Agreement. In this regard, Grantee makes the following assurances:
 - (a) The Grantee shall modify the Scope of Work as directed by the State in the event statutes or regulations require such modification; and
 - (b) The Grantee shall comply with all applicable policy and directives issued by the State.
- 5) **Audits:** The grantee acknowledges that it may be required to submit to an audit of funds paid through this Grant. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.
- 6) **Authority to Bind Grantee:** The signatory for the Grantee represents that he/she had been duly authorized to execute this Grant Agreement on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Grant Agreement fully binding upon the Grantee when he/her signature is affixed, and certifies that this Grant is not subject to further acceptance by the Grantee when accepted by the State.
- 7) **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 Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement 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 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 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 Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6 and 4-2-7.
- C. The Grantee certifies by entering into this Grant Agreement 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. 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 Grant 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 a supplement, amendment, change order or other 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, except as permitted by IC § 5-17-5.
- F. The Grantee warrants that the Grantee 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 Grant Agreement and grounds for immediate termination 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 Grant Agreement, 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 Agreement, even if IC 24-4.7 is preempted by federal law.

8) 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 covenants 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.

9) Debarment and Suspension:

- A. 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 department, or any agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Grant 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 Grantee.
- B. The Grantee certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this grant and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Grantee shall immediately notify the State if any subcontractor 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 subcontractor for work to be performed under this grant.

10) 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 this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Grant and/or debarment of grant opportunities with the State 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.
- 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;
- 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;
- 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.

11) 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.

12) Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections: The Grantee 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 any reporting requirements as set forth by the State.

13) 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 a grant, this Grant Agreement 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.

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

- A. The Grantee shall comply with all applicable policy and directives issued by the State;
- B. 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;
- C. It shall maintain 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;
- D. No funds made available under this Grant Agreement shall be used to promote religious or anti-religious activities, 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 to 1508.
- E. 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.
- F. The Grantee agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC 4212.

15) 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.

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) **Licensing Standards:** The Grantee, its employees and any subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws and regulations governing the 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.

18) **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.

19) **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.

20) **Nondiscrimination:** This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Grant, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grant or any subgrantee.

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 and its subgrantees covenants that it shall not discriminate against any employee or applicant for employment relating to in the performance of this Grant Agreement. The Grantee shall not discriminate 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, or ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provisions of services based on the Protected Characteristics in the provision of services.

21) **Notices:** Whenever any notice, statement or other communication shall be sent to the State or Grantee, 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:

South Central Region 8 _____
Workforce Board, Inc. _____
2597 W. Vernal Pike _____
Bloomington, IN 47404 _____

C. Payments to the Grantee shall be sent to:

South Central Region 8 _____
Workforce Board, Inc. _____
2597 W. Vernal Pike _____
Bloomington, IN 47404 _____

22) **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 accompanied with financial reports that are required by the State. A final reconciliation/closeout report will be submitted within 45 days after the expiration date, with excess funds being returned to the State.
- D. Failure to complete the project and expend State funds in accordance with this Grant Agreement may be considered a material breach, 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 State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities which are not in the Scope of Work or the Budget.
- E. If this Grant Agreement is terminated by either party prior to the Expiration of this Grant Agreement, the State may promptly conduct an on-site monitoring of the project and completed a Project monitoring report.
- F. All payments shall be made by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific wavier has been obtained from the Auditor or State.

~~23) 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, 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.

24) **Progress Reports:** The Grantee shall submit progress reports, as directed by the State that describe progress toward meeting desired outcomes.

25) **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 State Property Management Policy.

26) **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.

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

28) **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.

29) **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 shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination and for costs associated for the completion of participant training during this grant period if termination should occur after enrollment dates. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member of officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, 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 Grant Agreement other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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

REGIONAL WORKFORCE BOARD

South Central Region 8 Workforce Board, Inc.
Organization Name

Dee Richards, Chair
Signature

Dee Richards, Chair
Typed or Printed Name and Title

5/17/12
Date

**BALANCE OF STATE
WORKFORCE INVESTMENT BOARD**

[Signature]
Jeffrey L. Williams, Chair

5/20/12
Date

**INDIANA DEPARTMENT OF
WORKFORCE DEVELOPMENT**

Charles R. Caldwell (for)
Scott B. Sanders, Commissioner

6/8/2012
Date

**INDIANA DEPARTMENT OF
ADMINISTRATION**

[Signature]
Robert D. Wynkoop, Commissioner

6/12/12
Date

STATE BUDGET AGENCY

[Signature]
Adam M. Horst, Director

6/13/12
Date

**APPROVED AS TO FORM AND
LEGALITY**

[Signature]
Gregory F. Zoeller, Attorney General

6-18-12
Date

OK
6/14/12

EXHIBIT A

P & I SPECIAL EMPLOYMENT AND TRAINING SERVICES

Applicable Statutes and Regulations

- (a) IC 22-4-25-1
- (b) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 8 et seq., Federal Fair Labor Standards Act; and

Exhibit B

ADULT EDUCATION GRANTS ADULT EDUCATION GED+ PROGRAM

SCOPE OF WORK - PROJECT REQUIREMENTS

SECTION 1 - Project Abstract

This grant will provide funds made available through the Penalty and Interest Special Employment and Training Services Fund (P&I) to the Grantee to provide GED+ vouchers to eligible adult and youth participants who are co-enrolled under both the Workforce Investment Act Titles I and II.

P&I dollars will be granted to the Grantee by the Department of Workforce Development (DWD), with up to 10% for administration. The remaining 90% of grant funds must be dedicated to GED+ vouchers. DWD recommends that Grantees streamline their processes as much as possible to serve as many clients as possible.

SECTION 2 – GED+ Vouchers

Client Eligibility

The GED+ program is intended to enable individuals who are near to earning or have recently earned their GED certificate the opportunity to earn a pre-post-secondary occupational certification.

In order for a client to be eligible for a GED+ voucher, the following must apply:

- 2.1 The client scores at or above a 4th-grade level on the TABE (see DWD Policy 2010-13; Attachment C, section 4), **and**;
- 2.2 The client has passed a drug test in accordance with DWD Policy 2010-22, **and**;
- 2.3 The client:
 - 2.3.1 is enrolled currently in an Adult Education Program and is working toward a GED certificate or high school diploma, **or**;
 - 2.3.2 was enrolled in an Adult Education Program in the past twelve (12) months **and** has earned his/her GED or high school diploma in the past six (6) months, **and**;
- 2.4 The client has a record in AE InTERS, **and**;
- 2.5 The client is willing to enroll in an eligible GED+ program and meets any additional program requirements.

Voucher completion

GED+ providers may invoice the Grantee when the following conditions have been met by an eligible client:

- 2.6 GED+ providers may invoice the Grantee for 70% of the cost of the GED+ voucher for a client at the start of the program, which is considered the first day the program meets.
- 2.7 GED+ providers may invoice the Grantee for the remaining 30% of the cost of the GED+ voucher for a client when the client has completed the requisite coursework and is

prepared to sit for the exam to achieve an industry-recognized certification in his/her chosen field.

2.7.1 Please note that the Grantee must pay providers for GED+ clients who have successfully met the conditions above; clients do *not* have to achieve GED attainment or pass the Compass/Accuplacer as a prerequisite for payment, nor must they pass the certification exam.

2.8 GED+ costs for each adult education GED+ program will be approved by DWD. Grantees will submit fiscal reports to DWD as directed by the finance division.

2.8.1. GED+ costs should include the cost for the client to sit once for the certification exam for which the GED+ program prepares clients. In the rare instance when the GED+ program cost does not account for the cost of the exams, a voucher could be used for this purpose.

2.8.2. GED+ costs should include the costs of other materials necessary to participate in the GED+ program, such as equipment or textbooks. In the rare instance when the GED+ program cost does not account for the cost of such course necessities, a voucher could be used for this purpose.

Voucher carryover from 2011-2012

2.9 Grantees may use funds to pay GED+ providers for clients who started a program prior to June 30, 2012, but who did not complete the program until after July 1, 2012. In these instances it is anticipated that GED+ providers would be eligible for 70% of the cost of the program upon the client's successful completion of the program as specified in the 2011-2012 career certification statement of work. Clients must successfully complete the program as defined under the 2011-2012 career certification statement of work.

Reallocation of Unused Funds

2.10 DWD will monitor the number of career certification vouchers granted for GED+ program tuition per region and may choose to re-allocate funds mid-year if performance lags. In subsequent years, regional GED+ program performance will be considered for the GED+ allocation.

SECTION 3 - Applicable Authorities

Services will be provided in compliance with the following authorities, including but not limited to these statutes, regulations and guidelines, the Workforce Investment Act (WIA), WIA §173 (29 U.S.C. §2918); the regulations at 20 CFR Part 664 which (subject to the exceptions in 20 CFR Part 664) refers to the general WIA administrative and program regulations at 20 CFR 667 Subpart B – Administrative Rules, Cost, and Limitations; 29 CFR Parts 96, 97 and 99; OMB Circular A-87.

SECTION 4 - Allowable Services/Activities

The Grantee shall ensure that the following services are provided:

- 4.1 Adult Education Grants (GED+ vouchers);
- 4.2 Administration;
- 4.3 Providing accommodations for clients who are otherwise able to participate in a GED+ program, but who require special accommodations to do so;

- 4.4 Provision of the cost of a certification exam as specified under 2.8.1. The use of GED+ vouchers for this purpose should be rare;
- 4.5 Provision of the cost of necessary materials as specified under 2.8.2. The use of GED+ vouchers for this purpose should be rare.
 - 4.5.1. These costs should be related directly to the GED+ program and should not include other supportive services such as transportation or childcare vouchers.

All services/activities shall be documented in the Indiana Department of Workforce Development case management system under the appropriate funding stream, which is Special Employment and Training Services Fund.

SECTION 5 – WIA Eligibility

- 5.1 For participants enrolled in the Adult Education program, the Grantee shall ensure that the eligibility criteria for Adult or Dislocated Workers described in Section 101 of Title I of the Workforce Investment Act of 1998 is met.
- 5.2 For participants enrolled in the Adult Education program, the Grantee shall ensure that eligibility criteria for WIA Youth described in Section 101 of Title I of the Workforce Investment Act of 1998 is met.

SECTION 6 – Award Specific Requirements

The Grantee shall:

- 6.1 Ensure priority of service is provided to veterans and spouses of certain veterans for the receipt of employment, training and placement services as required by the “Jobs for Veterans Act (JVA), Public Law 107-288 (38 USC 4215).
- 6.2 Ensure participant’s file contains all necessary documentation of eligibility and service delivery per current DWD policies.
- 6.3 Ensure that all funds provided under this grant agreement are expended in accordance with the terms and conditions of this grant award and any subsequent grant modifications thereto and all applicable State and Federal statutes, regulations and policies, including those of WIA.

SECTION 7 – Reporting Requirements

- 7.1 The Grantee shall submit a monthly report via email to the Regional Adult Education Coordinator no later than five business days following the end of each month and should follow the format designated by DWD.

The Grantee shall include the following elements in its report:

- 7.1.1 Total number of participants who have received a GED+ voucher;
- 7.1.2 Total number of participants who have completed the GED+ program;
- 7.1.3 Total number of participants who have passed the objective exam and earned the certification associated with the GED+ program in which they participated;

- 7.1.4 Total number of participants who gained employment during or after completing the GED+ program;
- 7.1.5 Total amount of GED+ dollars that have been obligated and expended, respectively for tuition, accommodations, certification exam, and any additional program costs;
- 7.1.6 Balance of P&I funds left to be obligated and expended, respectively, on GED+ training;
- 7.2 The Grantee shall also ensure that individual participants can be tracked and reported along the following categories, and made available to DWD upon request:
 - 7.2.1 Number and % of WIA adult, DW, and/or Youth trained
 - 7.2.2 Number and % of WIA adult, DW, and/or Youth obtaining credential
 - 7.2.3 Number and % of WIA adult, DW, and/or Youth placed
- 7.3 The Grantee agrees to utilize systems and formats specified by the Department, including the Indiana Department of Workforce Development case management system, for the reporting of performance under this grant program.
- 7.4 The Grantee shall make every effort to enter accurate and timely participant data in the case management system within three (3) days of service delivery as required with all other workforce investment system programs.
- 7.5 The Grantee shall register Adult Education participants in the Indiana Department of Workforce Development case management system using the same level of detail as required for all other WIA services. Services shall be entered under the designated funding stream code as determined by participant eligibility.

EXHIBIT C

P & I Special Employment & Training Funds

EDS NUMBER: C1-3-PIABE-2-08

Project Code	Function	Cost Category	Budget
5108976P10STATE	7100000	Administration	\$4,284
5108976P10STATE	7160000	Program Costs	\$38,557
TOTAL			\$42,841

**GRANT FOR THE PROVISION
OF SPECIAL EMPLOYMENT AND TRAINING SERVICES**

EDS NO. C1-3-PIABE-2-09

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 Indiana Region 9 Workforce Board, Inc. [Regional Workforce Board] (hereinafter the "RWB or "Grantee") is executed pursuant to IC 22-4-25 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 Grant:** 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 at IC 22-4-25-1. The purpose of this Grant Agreement is to enable the State to make a grant from the State's special employment and training services funds to the Grantee for the eligible costs of the project described in the Scope of Work (SOW), attached hereto as Exhibit B, and incorporated fully herein (the "Scope of Work" or the "SOW").

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.

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

(a) \$63,609, as specified in the Budget; or

(b) The actual cost of performing the project described in this Grant Agreement and the Scope of Work.

4) **Design and Implementation of Project/Assurances:** The Grantee shall be solely responsible for the proper design and implementation of the project, as described in the Scope of Work and in accordance with the terms and conditions of this Grant Agreement. In this regard, Grantee makes the following assurances:

(a) The Grantee shall modify the Scope of Work as directed by the State in the event statutes or regulations require such modification; and

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

5) **Audits:** The grantee acknowledges that it may be required to submit to an audit of funds paid through this Grant. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

6) **Authority to Bind Grantee:** The signatory for the Grantee represents that he/she had been duly authorized to execute this Grant Agreement on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Grant Agreement fully binding upon the Grantee when he/her signature is affixed, and certifies that this Grant is not subject to further acceptance by the Grantee when accepted by the State.

7) **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 Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement 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 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 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 Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6 and 4-2-7.
- C. The Grantee certifies by entering into this Grant Agreement 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. 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 Grant 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 a supplement, amendment, change order or other 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, except as permitted by IC § 5-17-5.
- F. The Grantee warrants that the Grantee 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 Grant Agreement and grounds for immediate termination 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 Grant Agreement, 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 Agreement, even if IC 24-4.7 is preempted by federal law.

8) 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 covenants 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.

9) Debarment and Suspension:

- A. 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 department, or any agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Grant 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 Grantee.
- B. The Grantee certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this grant and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Grantee shall immediately notify the State if any subcontractor 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 subcontractor for work to be performed under this grant.

10) 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 this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Grant and/or debarment of grant opportunities with the State 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.
- 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;
- 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;
- 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.

11) 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.

12) Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections: The Grantee 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 any reporting requirements as set forth by the State.

13) 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 a grant, this Grant Agreement 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.

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

- A. The Grantee shall comply with all applicable policy and directives issued by the State;
- B. 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;
- C. It shall maintain 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;
- D. No funds made available under this Grant Agreement shall be used to promote religious or anti-religious activities, 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 to 1508.
- E. 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.
- F. The Grantee agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC 4212.

15) 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.

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) Licensing Standards: The Grantee, its employees and any subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws and regulations governing the 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.

18) 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.

19) 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.

20) Nondiscrimination: This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Grant, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grant or any subgrantee.

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 and its subgrantees covenants that it shall not discriminate against any employee or applicant for employment relating to in the performance of this Grant Agreement. The Grantee shall not discriminate 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, or ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provisions of services based on the Protected Characteristics in the provision of services.

21) Notices: Whenever any notice, statement or other communication shall be sent to the State or Grantee, 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:

RWB-9
9 E High St
Lawrenceburg IN 47025

C. Payments to the Grantee shall be sent to:

RWB-9
c/o Crowe Horwath
3915 River Crossing Pkwy Ste 300
Indianapolis IN 46240

22) **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 accompanied with financial reports that are required by the State. A final reconciliation/closeout report will be submitted within 45 days after the expiration date, with excess funds being returned to the State.
- D. Failure to complete the project and expend State funds in accordance with this Grant Agreement may be considered a material breach, 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 State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities which are not in the Scope of Work or the Budget.
- E. If this Grant Agreement is terminated by either party prior to the Expiration of this Grant Agreement, the State may promptly conduct an on-site monitoring of the project and completed a Project monitoring report.
- F. All payments shall be made by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific wavier has been obtained from the Auditor or State.

23) **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, 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.

24) **Progress Reports:** The Grantee shall submit progress reports, as directed by the State that describe progress toward meeting desired outcomes.

25) **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 State Property Management Policy.

26) **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.

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

28) **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.

29) **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 shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination and for costs associated for the completion of participant training during this grant period if termination should occur after enrollment dates. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

Non-Collusion and Acceptance

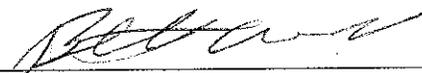
The undersigned attests, subject to the penalties for perjury that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly 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 Grant Agreement other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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

REGIONAL WORKFORCE BOARD

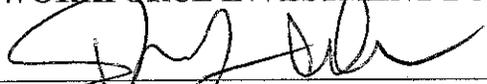
Indiana Region 9 Workforce Board, Inc.
Organization Name


Signature

Beth Blasat Chair
Typed or Printed Name and Title

5/18/12
Date

**BALANCE OF STATE
WORKFORCE INVESTMENT BOARD**


Jeffrey L. Williams, Chair

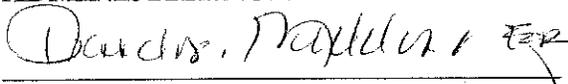
5/24/12
Date

**INDIANA DEPARTMENT OF
WORKFORCE DEVELOPMENT**

 (fz)
Scott B. Sanders, Commissioner

6/13/2012
Date

**INDIANA DEPARTMENT OF
ADMINISTRATION**

 (fz)
Robert D. Wynkoop, Commissioner

6.13.12
Date

STATE BUDGET AGENCY


Adam M. Horst, Director

6/18/12
Date

**APPROVED AS TO FORM AND
LEGALITY**

 (fz)
Gregory F. Zoeller, Attorney General

7/2/12
Date

157A
6/1/12

EXHIBIT A

P & I SPECIAL EMPLOYMENT AND TRAINING SERVICES

Applicable Statutes and Regulations

- (a) IC 22-4-25-1
- (b) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 8 et seq., Federal Fair Labor Standards Act; and

Exhibit B

ADULT EDUCATION GRANTS ADULT EDUCATION GED+ PROGRAM

SCOPE OF WORK - PROJECT REQUIREMENTS

SECTION 1 - Project Abstract

This grant will provide funds made available through the Penalty and Interest Special Employment and Training Services Fund (P&I) to the Grantee to provide GED+ vouchers to eligible adult and youth participants who are co-enrolled under both the Workforce Investment Act Titles I and II.

P&I dollars will be granted to the Grantee by the Department of Workforce Development (DWD), with up to 10% for administration. The remaining 90% of grant funds must be dedicated to GED+ vouchers. DWD recommends that Grantees streamline their processes as much as possible to serve as many clients as possible.

SECTION 2 – GED+ Vouchers

Client Eligibility

The GED+ program is intended to enable individuals who are near to earning or have recently earned their GED certificate the opportunity to earn a pre-post-secondary occupational certification.

In order for a client to be eligible for a GED+ voucher, the following must apply:

- 2.1 The client scores at or above a 4th-grade level on the TABE (see DWD Policy 2010-13; Attachment C, section 4), **and**;
- 2.2 The client has passed a drug test in accordance with DWD Policy 2010-22, **and**;
- 2.3 The client:
 - 2.3.1 is enrolled currently in an Adult Education Program and is working toward a GED certificate or high school diploma, **or**;
 - 2.3.2 was enrolled in an Adult Education Program in the past twelve (12) months **and** has earned his/her GED or high school diploma in the past six (6) months, **and**;
- 2.4 The client has a record in AE InTERS, **and**;
- 2.5 The client is willing to enroll in an eligible GED+ program and meets any additional program requirements.

Voucher completion

GED+ providers may invoice the Grantee when the following conditions have been met by an eligible client:

- 2.6 GED+ providers may invoice the Grantee for 70% of the cost of the GED+ voucher for a client at the start of the program, which is considered the first day the program meets.
- 2.7 GED+ providers may invoice the Grantee for the remaining 30% of the cost of the GED+ voucher for a client when the client has completed the requisite coursework and is

prepared to sit for the exam to achieve an industry-recognized certification in his/her chosen field.

2.7.1 Please note that the Grantee must pay providers for GED+ clients who have successfully met the conditions above; clients do *not* have to achieve GED attainment or pass the Compass/Accuplacer as a prerequisite for payment, nor must they pass the certification exam.

2.8 GED+ costs for each adult education GED+ program will be approved by DWD. Grantees will submit fiscal reports to DWD as directed by the finance division.

2.8.1. GED+ costs should include the cost for the client to sit once for the certification exam for which the GED+ program prepares clients. In the rare instance when the GED+ program cost does not account for the cost of the exams, a voucher could be used for this purpose.

2.8.2. GED+ costs should include the costs of other materials necessary to participate in the GED+ program, such as equipment or textbooks. In the rare instance when the GED+ program cost does not account for the cost of such course necessities, a voucher could be used for this purpose.

Voucher carryover from 2011-2012

2.9 Grantees may use funds to pay GED+ providers for clients who started a program prior to June 30, 2012, but who did not complete the program until after July 1, 2012. In these instances it is anticipated that GED+ providers would be eligible for 70% of the cost of the program upon the client's successful completion of the program as specified in the 2011-2012 career certification statement of work. Clients must successfully complete the program as defined under the 2011-2012 career certification statement of work.

Reallocation of Unused Funds

2.10 DWD will monitor the number of career certification vouchers granted for GED+ program tuition per region and may choose to re-allocate funds mid-year if performance lags. In subsequent years, regional GED+ program performance will be considered for the GED+ allocation.

SECTION 3 - Applicable Authorities

Services will be provided in compliance with the following authorities, including but not limited to these statutes, regulations and guidelines, the Workforce Investment Act (WIA), WIA §173 (29 U.S.C. §2918); the regulations at 20 CFR Part 664 which (subject to the exceptions in 20 CFR Part 664) refers to the general WIA administrative and program regulations at 20 CFR 667 Subpart B – Administrative Rules, Cost, and Limitations; 29 CFR Parts 96, 97 and 99; OMB Circular A-87.

SECTION 4 - Allowable Services/Activities

The Grantee shall ensure that the following services are provided:

4.1 Adult Education Grants (GED+ vouchers);

4.2 Administration;

4.3 Providing accommodations for clients who are otherwise able to participate in a GED+ program, but who require special accommodations to do so;

- 4.4 Provision of the cost of a certification exam as specified under 2.8.1. The use of GED+ vouchers for this purpose should be rare;
- 4.5 Provision of the cost of necessary materials as specified under 2.8.2. The use of GED+ vouchers for this purpose should be rare.
 - 4.5.1. These costs should be related directly to the GED+ program and should not include other supportive services such as transportation or childcare vouchers.

All services/activities shall be documented in the Indiana Department of Workforce Development case management system under the appropriate funding stream, which is Special Employment and Training Services Fund.

SECTION 5 – WIA Eligibility

- 5.1 For participants enrolled in the Adult Education program, the Grantee shall ensure that the eligibility criteria for Adult or Dislocated Workers described in Section 101 of Title I of the Workforce Investment Act of 1998 is met.
- 5.2 For participants enrolled in the Adult Education program, the Grantee shall ensure that eligibility criteria for WIA Youth described in Section 101 of Title I of the Workforce Investment Act of 1998 is met.

SECTION 6 – Award Specific Requirements

The Grantee shall:

- 6.1 Ensure priority of service is provided to veterans and spouses of certain veterans for the receipt of employment, training and placement services as required by the “Jobs for Veterans Act (JVA), Public Law 107-288 (38 USC 4215).
- 6.2 Ensure participant’s file contains all necessary documentation of eligibility and service delivery per current DWD policies.
- 6.3 Ensure that all funds provided under this grant agreement are expended in accordance with the terms and conditions of this grant award and any subsequent grant modifications thereto and all applicable State and Federal statutes, regulations and policies, including those of WIA.

SECTION 7 – Reporting Requirements

- 7.1 The Grantee shall submit a monthly report via email to the Regional Adult Education Coordinator no later than five business days following the end of each month and should follow the format designated by DWD.

The Grantee shall include the following elements in its report:

- 7.1.1 Total number of participants who have received a GED+ voucher;
- 7.1.2 Total number of participants who have completed the GED+ program;
- 7.1.3 Total number of participants who have passed the objective exam and earned the certification associated with the GED+ program in which they participated;

- 7.1.4 Total number of participants who gained employment during or after completing the GED+ program;
- 7.1.5 Total amount of GED+ dollars that have been obligated and expended, respectively for tuition, accommodations, certification exam, and any additional program costs;
- 7.1.6 Balance of P&I funds left to be obligated and expended, respectively, on GED+ training;
- 7.2 The Grantee shall also ensure that individual participants can be tracked and reported along the following categories, and made available to DWD upon request:
 - 7.2.1 Number and % of WIA adult, DW, and/or Youth trained
 - 7.2.2 Number and % of WIA adult, DW, and/or Youth obtaining credential
 - 7.2.3 Number and % of WIA adult, DW, and/or Youth placed
- 7.3 The Grantee agrees to utilize systems and formats specified by the Department, including the Indiana Department of Workforce Development case management system, for the reporting of performance under this grant program.
- 7.4 The Grantee shall make every effort to enter accurate and timely participant data in the case management system within three (3) days of service delivery as required with all other workforce investment system programs.
- 7.5 The Grantee shall register Adult Education participants in the Indiana Department of Workforce Development case management system using the same level of detail as required for all other WIA services. Services shall be entered under the designated funding stream code as determined by participant eligibility.

EXHIBIT C

P & I Special Employment & Training Funds

EDS NUMBER: C1-3-PIABE-2-09

Project Code	Function	Cost Category	Budget
5108976P10STATE	7100000	Administration	\$6,361
5108976P10STATE	7160000	Program Costs	\$57,248
TOTAL			\$63,609

5/12

**GRANT FOR THE PROVISION
OF SPECIAL EMPLOYMENT AND TRAINING SERVICES**

EDS NO. C1-3-PIABE-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 22-4-25 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 Grant:** 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 at IC 22-4-25-1. The purpose of this Grant Agreement is to enable the State to make a grant from the State's special employment and training services funds to the Grantee for the eligible costs of the project described in the Scope of Work (SOW), attached hereto as Exhibit B, and incorporated fully herein (the "Scope of Work" or the "SOW").
- 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.
- 3) **Consideration:** The project Budget is set forth in Exhibit C attached hereto and incorporated fully herein (the "Budget"). Maximum payment is limited to the lesser of:
 - (a) \$52,935, as specified in the Budget; or
 - (b) The actual cost of performing the project described in this Grant Agreement and the Scope of Work.
- 4) **Design and Implementation of Project/Assurances:** The Grantee shall be solely responsible for the proper design and implementation of the project, as described in the Scope of Work and in accordance with the terms and conditions of this Grant Agreement. In this regard, Grantee makes the following assurances:
 - (a) The Grantee shall modify the Scope of Work as directed by the State in the event statutes or regulations require such modification; and
 - (b) The Grantee shall comply with all applicable policy and directives issued by the State.
- 5) **Audits:** The grantee acknowledges that it may be required to submit to an audit of funds paid through this Grant. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.
- 6) **Authority to Bind Grantee:** The signatory for the Grantee represents that he/she had been duly authorized to execute this Grant Agreement on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Grant Agreement fully binding upon the Grantee when he/her signature is affixed, and certifies that this Grant is not subject to further acceptance by the Grantee when accepted by the State.

7) **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 Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement 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 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 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 Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6 and 4-2-7.
- C. The Grantee certifies by entering into this Grant Agreement 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. 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 Grant 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 a supplement, amendment, change order or other 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, except as permitted by IC § 5-17-5.
- F. The Grantee warrants that the Grantee 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 Grant Agreement and grounds for immediate termination 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 Grant Agreement, 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 Agreement, even if IC 24-4.7 is preempted by federal law.

8) 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 covenants 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.

9) Debarment and Suspension:

- A. 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 department, or any agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Grant 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 Grantee.
- B. The Grantee certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this grant and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Grantee shall immediately notify the State if any subcontractor 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 subcontractor for work to be performed under this grant.

10) 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 this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Grant and/or debarment of grant opportunities with the State 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.
- 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;
- 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;
- 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.

11) 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.

12) Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections: The Grantee 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 any reporting requirements as set forth by the State.

13) 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 a grant, this Grant Agreement 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.

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

- A. The Grantee shall comply with all applicable policy and directives issued by the State;
- B. 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;
- C. It shall maintain 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;
- D. No funds made available under this Grant Agreement shall be used to promote religious or anti-religious activities, 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 to 1508.
- E. 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.
- F. The Grantee agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC 4212.

15) 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.

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) Licensing Standards: The Grantee, its employees and any subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws and regulations governing the 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.

18) 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.

19) 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.

20) Nondiscrimination: This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Grant, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grant or any subgrantee.

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 and its subgrantees covenants that it shall not discriminate against any employee or applicant for employment relating to in the performance of this Grant Agreement. The Grantee shall not discriminate 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, or ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provisions of services based on the Protected Characteristics in the provision of services.

21) Notices: Whenever any notice, statement or other communication shall be sent to the State or Grantee, 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, Exec Dir
Crowd Southwest IU Workforce Board
318 MAIN STREET, Suite 504
EVANSVILLE, IN 47708

C. Payments to the Grantee shall be sent to:

Nancy Beagle
Crowd North / Fiscal Agent
1149 BALTHAZAR
SANTA CLAU, IN 47579

22) **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 accompanied with financial reports that are required by the State. A final reconciliation/closeout report will be submitted within 45 days after the expiration date, with excess funds being returned to the State.
- D. Failure to complete the project and expend State funds in accordance with this Grant Agreement may be considered a material breach, 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 State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities which are not in the Scope of Work or the Budget.
- E. If this Grant Agreement is terminated by either party prior to the Expiration of this Grant Agreement, the State may promptly conduct an on-site monitoring of the project and completed a Project monitoring report.
- F. All payments shall be made by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor or State.

23) **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, 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.

24) **Progress Reports:** The Grantee shall submit progress reports, as directed by the State that describe progress toward meeting desired outcomes.

25) **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 State Property Management Policy.

26) **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.

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

28) **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.

29) **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 shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination and for costs associated for the completion of participant training during this grant period if termination should occur after enrollment dates. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

Non-Collusion and Acceptance

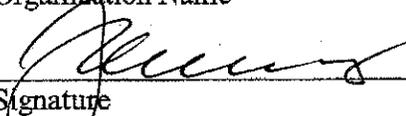
The undersigned attests, subject to the penalties for perjury that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member of officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly 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 Grant Agreement other than that which appears upon the face hereof.

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

REGIONAL WORKFORCE BOARD

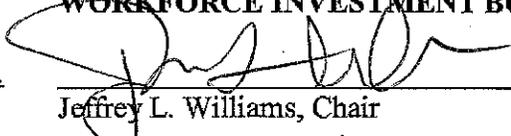
Grow Southwest Indiana Workforce Board, Inc.
Organization Name


Signature

J.C. Ruthenberg, Chair
Typed or Printed Name and Title

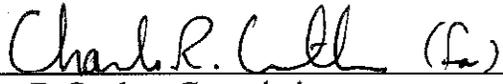
5/15/12
Date

**BALANCE OF STATE
WORKFORCE INVESTMENT BOARD**


Jeffrey L. Williams, Chair

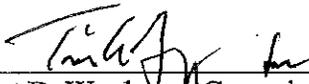
5/29/12
Date

**INDIANA DEPARTMENT OF
WORKFORCE DEVELOPMENT**

 (fa)
Scott B. Sanders, Commissioner

6/8/2012
Date

**INDIANA DEPARTMENT OF
ADMINISTRATION**

 for
Robert D. Wynkoop, Commissioner

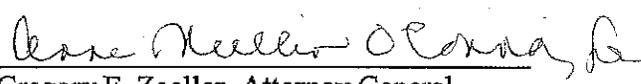
6/12/12
Date

STATE BUDGET AGENCY


Adam M. Horst, Director

6/13/12
Date

**APPROVED AS TO FORM AND
LEGALITY**


Gregory F. Zoeller, Attorney General

6-18-12
Date


6/14/12

EXHIBIT A

P & I SPECIAL EMPLOYMENT AND TRAINING SERVICES

Applicable Statutes and Regulations

- (a) IC 22-4-25-1
- (b) 38 USC 4100-4214 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 8 et seq., Federal Fair Labor Standards Act; and

Exhibit B

ADULT EDUCATION GRANTS ADULT EDUCATION GED+ PROGRAM

SCOPE OF WORK - PROJECT REQUIREMENTS

SECTION 1 - Project Abstract

This grant will provide funds made available through the Penalty and Interest Special Employment and Training Services Fund (P&I) to the Grantee to provide GED+ vouchers to eligible adult and youth participants who are co-enrolled under both the Workforce Investment Act Titles I and II.

P&I dollars will be granted to the Grantee by the Department of Workforce Development (DWD), with up to 10% for administration. The remaining 90% of grant funds must be dedicated to GED+ vouchers. DWD recommends that Grantees streamline their processes as much as possible to serve as many clients as possible.

SECTION 2 – GED+ Vouchers

Client Eligibility

The GED+ program is intended to enable individuals who are near to earning or have recently earned their GED certificate the opportunity to earn a pre-post-secondary occupational certification.

In order for a client to be eligible for a GED+ voucher, the following must apply:

- 2.1 The client scores at or above a 4th-grade level on the TABE (see DWD Policy 2010-13; Attachment C, section 4), **and**;
- 2.2 The client has passed a drug test in accordance with DWD Policy 2010-22, **and**;
- 2.3 The client:
 - 2.3.1 is enrolled currently in an Adult Education Program and is working toward a GED certificate or high school diploma, **or**;
 - 2.3.2 was enrolled in an Adult Education Program in the past twelve (12) months **and** has earned his/her GED or high school diploma in the past six (6) months, **and**;
- 2.4 The client has a record in AE InTERS, **and**;
- 2.5 The client is willing to enroll in an eligible GED+ program and meets any additional program requirements.

Voucher completion

GED+ providers may invoice the Grantee when the following conditions have been met by an eligible client:

- 2.6 GED+ providers may invoice the Grantee for 70% of the cost of the GED+ voucher for a client at the start of the program, which is considered the first day the program meets.
- 2.7 GED+ providers may invoice the Grantee for the remaining 30% of the cost of the GED+ voucher for a client when the client has completed the requisite coursework and is

prepared to sit for the exam to achieve an industry-recognized certification in his/her chosen field.

2.7.1 Please note that the Grantee must pay providers for GED+ clients who have successfully met the conditions above; clients do *not* have to achieve GED attainment or pass the Compass/Accuplacer as a prerequisite for payment, nor must they pass the certification exam.

2.8 GED+ costs for each adult education GED+ program will be approved by DWD. Grantees will submit fiscal reports to DWD as directed by the finance division.

2.8.1. GED+ costs should include the cost for the client to sit once for the certification exam for which the GED+ program prepares clients. In the rare instance when the GED+ program cost does not account for the cost of the exams, a voucher could be used for this purpose.

2.8.2. GED+ costs should include the costs of other materials necessary to participate in the GED+ program, such as equipment or textbooks. In the rare instance when the GED+ program cost does not account for the cost of such course necessities, a voucher could be used for this purpose.

Voucher carryover from 2011-2012

2.9 Grantees may use funds to pay GED+ providers for clients who started a program prior to June 30, 2012, but who did not complete the program until after July 1, 2012. In these instances it is anticipated that GED+ providers would be eligible for 70% of the cost of the program upon the client's successful completion of the program as specified in the 2011-2012 career certification statement of work. Clients must successfully complete the program as defined under the 2011-2012 career certification statement of work.

Reallocation of Unused Funds

2.10 DWD will monitor the number of career certification vouchers granted for GED+ program tuition per region and may choose to re-allocate funds mid-year if performance lags. In subsequent years, regional GED+ program performance will be considered for the GED+ allocation.

SECTION 3 - Applicable Authorities

Services will be provided in compliance with the following authorities, including but not limited to these statutes, regulations and guidelines, the Workforce Investment Act (WIA), WIA §173 (29 U.S.C. §2918); the regulations at 20 CFR Part 664 which (subject to the exceptions in 20 CFR Part 664) refers to the general WIA administrative and program regulations at 20 CFR 667 Subpart B – Administrative Rules, Cost, and Limitations; 29 CFR Parts 96, 97 and 99; OMB Circular A-87.

SECTION 4 - Allowable Services/Activities

The Grantee shall ensure that the following services are provided:

4.1 Adult Education Grants (GED+ vouchers);

4.2 Administration;

4.3 Providing accommodations for clients who are otherwise able to participate in a GED+ program, but who require special accommodations to do so;

- 4.4 Provision of the cost of a certification exam as specified under 2.8.1. The use of GED+ vouchers for this purpose should be rare;
- 4.5 Provision of the cost of necessary materials as specified under 2.8.2. The use of GED+ vouchers for this purpose should be rare.
 - 4.5.1. These costs should be related directly to the GED+ program and should not include other supportive services such as transportation or childcare vouchers.

All services/activities shall be documented in the Indiana Department of Workforce Development case management system under the appropriate funding stream, which is Special Employment and Training Services Fund.

SECTION 5 – WIA Eligibility

- 5.1 For participants enrolled in the Adult Education program, the Grantee shall ensure that the eligibility criteria for Adult or Dislocated Workers described in Section 101 of Title I of the Workforce Investment Act of 1998 is met.
- 5.2 For participants enrolled in the Adult Education program, the Grantee shall ensure that eligibility criteria for WIA Youth described in Section 101 of Title I of the Workforce Investment Act of 1998 is met.

SECTION 6 – Award Specific Requirements

The Grantee shall:

- 6.1 Ensure priority of service is provided to veterans and spouses of certain veterans for the receipt of employment, training and placement services as required by the “Jobs for Veterans Act (JVA), Public Law 107-288 (38 USC 4215).
- 6.2 Ensure participant’s file contains all necessary documentation of eligibility and service delivery per current DWD policies.
- 6.3 Ensure that all funds provided under this grant agreement are expended in accordance with the terms and conditions of this grant award and any subsequent grant modifications thereto and all applicable State and Federal statutes, regulations and policies, including those of WIA.

SECTION 7 – Reporting Requirements

- 7.1 The Grantee shall submit a monthly report via email to the Regional Adult Education Coordinator no later than five business days following the end of each month and should follow the format designated by DWD.

The Grantee shall include the following elements in its report:

- 7.1.1 Total number of participants who have received a GED+ voucher;
- 7.1.2 Total number of participants who have completed the GED+ program;
- 7.1.3 Total number of participants who have passed the objective exam and earned the certification associated with the GED+ program in which they participated;

- 7.1.4 Total number of participants who gained employment during or after completing the GED+ program;
- 7.1.5 Total amount of GED+ dollars that have been obligated and expended, respectively for tuition, accommodations, certification exam, and any additional program costs;
- 7.1.6 Balance of P&I funds left to be obligated and expended, respectively, on GED+ training;
- 7.2 The Grantee shall also ensure that individual participants can be tracked and reported along the following categories, and made available to DWD upon request:
 - 7.2.1 Number and % of WIA adult, DW, and/or Youth trained
 - 7.2.2 Number and % of WIA adult, DW, and/or Youth obtaining credential
 - 7.2.3 Number and % of WIA adult, DW, and/or Youth placed
- 7.3 The Grantee agrees to utilize systems and formats specified by the Department, including the Indiana Department of Workforce Development case management system, for the reporting of performance under this grant program.
- 7.4 The Grantee shall make every effort to enter accurate and timely participant data in the case management system within three (3) days of service delivery as required with all other workforce investment system programs.
- 7.5 The Grantee shall register Adult Education participants in the Indiana Department of Workforce Development case management system using the same level of detail as required for all other WIA services. Services shall be entered under the designated funding stream code as determined by participant eligibility.

EXHIBIT C

P & I Special Employment & Training Funds

EDS NUMBER: C1-3-PIABE-2-11

Project Code	Function	Cost Category	Budget
5108976P10STATE	7100000	Administration	\$5,293
5108976P10STATE	7160000	Program Costs	\$47,642
TOTAL			\$52,935