

PY2024 – PY2027
Workforce and Innovation Opportunity Act
(WIOA) Plan

Northwest Indiana Workforce Board (EGR 1)

Regional Plan

October 7, 2024

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Local Workforce Development Board (LWDB) Approval

LWDB/Local Area Information

LWDB/Local Area Name	Northwest Indiana Workforce Board
LWDB Chair	Karen Kopka
LWDB Executive Director	Lisa M. Daugherty
One-Stop Operator	Dominique Smiley
Regional Chief Elected Official	Commissioner Barb Regnitz

By signing below, the LWDB Chair signifies approval of this Plan and authorizes its submission to the Indiana Department of Workforce Development.

Karen Kopka

Board Chair Printed Name

Karen Kopka

Board Chair Signature

10/04/2024

Date

Executive Summary

Each local area must submit an executive summary of their plan.

The Northwest Indiana Workforce Board oversees workforce development activities in a seven county region in Northwest Indiana (NWI), delivered in the American Job Centers branded in Indiana as “WorkOne.” The region encompasses urban, suburban, and rural areas. The two largest workforce areas are centered in Lake and Porter Counties. There are many regional partners in the region that have a strong and growing focus on solving workforce/employer needs. Northwest Indiana’s Local Plan is a progressive strategy shaped by current labor market landscapes, partnerships, best practices, and a client centered approach. Covering the program years of 2024-2027, this plan addresses critical needs within the local and regional workforce development system while anticipating trends expected in the future as well. The past few years of the post-pandemic recovery was characterized by workers making economic gains and employers struggling to find workers as unemployment and the size of the regions labor force declined. A local workforce development system must simultaneously address both issues and engage a broad array of partners and stakeholders. The system must also balance the relationship between highly localized delivery of services to individuals and economies that are predominantly regional. In the case of Northwest Indiana, Chicago influences economic growth strategies, including industry sectors, transportation, and skills demand in the multi-state area. The plan emphasizes Northwest Indiana’s unique approach to rising to the challenges of the next four years. The economic future depends on creating a culture of lifelong learning required for a diversified economy with high-wage jobs, strong infrastructure and removing barriers for a strong workforce. The Northwest Indiana plan recognizes that meeting these challenges will require that both youth and adults acquire new skills and credentials, and that the core partners defined by the Workforce Innovation and Opportunity Act (WIOA) are necessary, but not sufficient to address the totality of need in the region. With that in mind, the Northwest Indiana Workforce Board (NWIWB) has worked to expand its influence in the region by collaborating with key partners and identifying additional sources of funding that align with collective goals to drive NWI’s economic engine. Along similar lines, increasing equality and accessibility of services takes increased priority in the new plan. Meeting customers where they are, and building greater collaboration and integration among partners is a focus in the new plan. Creating a system where customers can receive service through any point of entry is a priority.

Further cultivating a workforce system, in which business, education, workforce development, and economic development work in concert for the betterment of the community are addressed. Ongoing initiatives, such as Regional Education and Employer Alliance for Developing Youth in Northwest Indiana (READY NWI) are identified as well as leveraging our partners through community, educators, employer, and economic priorities like Ignite the Region plan. These initiatives allow for greater collaboration between education and training, talent, placement, and a prosperous growth region. This integrated work allowed NWI the opportunity to secure READI, Intermediary Capacity Building, and Career Coaching and Navigation support to expand our reach into secondary schools and maximize internal career growth of area employers in need.

Nationally, NWIWB is proud to be a member of Midwest Urban Strategies that serves as an intermediary of urban workforce development boards (WDB) who connects the stakeholders of the workforce ecosystem. This thought leadership allows NWIWB the opportunity to embark upon partnering with other WDB’s like Growth Opportunities and Early Childhood grants that focus on priorities and removal of workforce barriers needed in our state and others in the nation.

By combining innovative and traditional workforce development practices with economic development strategies, NWIWB is driving change in workforce innovation. At the center of the workforce development ecosystem are the needs of our regional employers and talent development. An equally important focus is a community of practice toward addressing emerging industries, increasing scalability, replicability, and sustainability for Northwest Indiana and the state. Addressing the unique service area workforce needs while leveraging our partners through a one stop approach, allows our team to scale our community of practice and expansion of resources to forge the region toward a more sustainable workforce, better retention, and quality of life for our residents.

The following provides key drivers for the Northwest Indiana Local Plan:

- Provide Employment Services access to jobs while increasing communication of career opportunities and training pathways to all audiences aligned with skill competencies;
- Enhancement of the WorkOne brand, as part of the American Job Centers network, leveraging the “Local Workforce Collaborative Opportunity Hub Network” approach and increase access points at partner sites;
- Provide Education & Training that create credentials valued by industry sectors leading to career pathways into job entry, work-based learning as well as internal career growth with incumbent workers;
- Provide a holistic approach in addressing customers’ needs in the WorkOne system including direct assistance to employers via Business Services Representatives, who specialize in specific industry sectors that draw from WorkOne candidates and from the broader network of partners.

This integrated work will strengthen and expand the WorkOne partners through strategy meetings, shared data, and shared expectations. This approach elevates our efforts as a workforce intermediary and provides efficiencies in the system by continuing to diversify sources by “blending and braiding” funding to maximize impact and allow customers to take full advantage of all resources available.

Working closely with the Northwest Indiana Forum, local economic development partners, and our post-secondary partners, NWIWB collaborates to identify and develop skill pathways that attract companies with high-quality jobs to the region. The Northwest Indiana Local Plan provides a solid foundation for addressing the challenges and seizing the opportunities through the next four years. With the commitment of local partners, it also recognizes that adjustments are needed to rapidly changing economic conditions, workforce barriers, and priorities of federal, state, and local government leaders. The NWIWB plan serves as engine of workforce innovation that will continue to include employers, job seekers, training providers, and community partners all working together to better prepare job seekers and support employers in the attraction and retention of talent.

Section 1: Workforce and Economic Analysis

The Department of Workforce Development has assigned regional labor market analysts to assist 1.1 through 1.3 below. **Questions that require collaborative answers for planning regions are designated with an asterisk (*). See the Regional Plan subsection of Memo 2023-16 for more information.**

1.1* A regional analysis of the economic conditions including existing and emerging in-demand industry sectors and occupations and the employment needs of employers in those industry sectors and occupations. As appropriate, a local area may use an existing analysis, which is a timely current description of the regional economy, to meet these requirements. [WIOA Sec. 108(b)(1)(A) and 20 CFR 679.560(a)(1)]

Northwest Indiana, like much of the rest of the state, has experienced strong economic growth in the wake of the COVID-19 pandemic.

Existing Industries - Northwest Indiana currently has a number of leading industries: Health Care and Social Assistance; Manufacturing; Transportation and Warehousing; Construction; Retail Trade; Accommodation and Food Services; and Arts, Entertainment, and Recreation, which all together employ more than 215,000 region residents, represent more than 60% of all jobs in the region. We commonly deal some on list as one industry due to their shared employment characteristics. This grouping is referred to as HEART (Hospitality, Entertainment, Arts, Retail, and Tourism).

NAICS	Description	2023 Jobs	2032 Jobs	2023 - 2032 Change	2023 - 2032 % Change
23	Construction	23,215	23,135	(80)	(0%)
31	Manufacturing	45,767	45,278	(489)	(1%)
44	Retail Trade	39,229	37,259	(1,970)	(5%)
48	Transportation and Warehousing	19,312	21,120	1,808	9%
62	Health Care and Social Assistance	50,693	52,593	1,899	4%
71	Arts, Entertainment, and Recreation	5,699	4,114	(1,585)	(28%)
72	Accommodation and Food Services	34,407	36,015	1,609	5%

Source: Lightcast 2024.3 Dataset

Health Care and Social Assistance as an industry employs the most residents in NWI. Employment in this industry is only expected to increase as the resident population of our region ages and the consumer demands on the industry. Occupations in this industry have higher skill requirements than others, ranging from post-secondary certification to doctoral level. The NWIWB supports its post-secondary partners who can offer this level of training.

Manufacturing remains one of the largest employing industries and paying good to great wages. Additionally, thanks to a number of factors including geographic advantages, manufacturing is a unique focus industry for Northwest Indiana, containing not just Primary Metal Production but many other smaller subsectors as well. While not evident in the table above, manufacturing is falling behind in addition to new jobs in comparison to other industries as its current skilled and experienced workforce is aging. As more of these workers retire, these positions will need to be filled. Since these occupations require a skilled workforce, new employees need to be trained now to meet the need. Local employers are aware of this issue, and seem willing to invest in new workers to meet this coming need.

Transportation and Warehousing (also known as Transportation, Distribution, and Logistics, or TDL) proves significant to the region due to its geographical position and the needs of manufacturers to move their products throughout the country. This industry is expected to experience significant growth over the next decade.

The Construction industry remains a strong regional driver in the region. Strong wages and a high concentration of “good jobs” makes this industry of particular importance. Not clear from the data presented in the table above is the significant employment impact that is anticipated by upcoming investments in the region including those funded by the Infrastructure Investment and Jobs Act, known as the Bipartisan Infrastructure Law (BIL), which includes the Broadband Equity Access and Deployment program (BEAD), the CHIPS and Science Act, and the Inflation Reduction Act (IRA).

The HEART industry cluster is facing numerous challenges and opportunities affecting current and future employment. Retail faces a challenge as the historical brick-and-mortar business model has become outdated as more consumer activity moves to online retailers. As a result of this, employment is expected to decline. The creation of the Indiana Dunes National Park has increased tourism in the region, with more visitors driving demand for additional employment in Accommodation and Food Service Industries. Similarly, the anticipated Northwest Indiana Convention Center, as well as local community and regional efforts to boost tourism, lead to an expectation of strong growth in jobs for this category.

Emerging Industry Sectors –

NAICS	Description	2023 Jobs	2032 Jobs	2023 - 2032 Change	2023 - 2032 % Change
11	Agriculture, Forestry, Fishing and Hunting	4,723	4,994	271	6%
22	Utilities	2,485	2,965	480	19%
48	Transportation and Warehousing	19,312	21,120	1,808	9%
54	Professional, Scientific, and Technical Services	14,290	17,175	2,884	20%
55	Management of Companies and Enterprises	2,912	3,415	503	17%

Source: Lightcast 2024.3 Dataset

In-Demand Occupations - Looking at occupations currently in demand according to top five employed occupations by industry, the region’s heritage is apparent in the types of occupations topping the lists. As will be discussed with regards to educational attainment, the current makeup of Northwest Indiana’s economy offers gainful employment for many whose education is ignored by the standard educational attainment measures. Construction and Manufacturing both employ those who undergo less formal education and/or apprenticeships and yet are earning good wages as highly trained and skilled workers. Even Health Care and Social Assistance, aside from Registered Nurses, employs large numbers of certified or licensed workers rather than those with degrees.

Industry Sector	Occupation	Employed in Industry Group (2023)	Employed in Industry Group (2032)	% Change (2023 - 2032)	Median Hourly Earnings
Construction	Construction Laborers	3,597	3,653	2%	\$25.41
	Carpenters	2,430	2,285	(6%)	\$29.00
	First-Line Supervisors of Construction Trades and Extraction	1,503	1,495	(1%)	\$41.25

	Workers				
	Electricians	1,141	1,203	5%	\$39.21
	Plumbers, Pipefitters, and Steamfitters	1,106	1,134	3%	\$41.62
Healthcare and Social Assistance	Registered Nurses	7,733	7,702	(0%)	\$45.94
	Home Health and Personal Care Aides	4,011	4,639	16%	\$15.18
	Nursing Assistants	3,007	3,079	2%	\$18.45
	Medical Assistants	2,672	2,906	9%	\$23.95
	Medical Secretaries and Administrative Assistants	1,641	1,704	4%	\$21.24
HEART	Fast Food and Counter Workers	11,576	11,616	0%	\$14.12
	Retail Salespersons	9,076	8,692	(4%)	\$15.90
	Cashiers	8,377	7,381	(12%)	\$13.87
	Waiters and Waitresses	5,046	4,848	(4%)	\$12.71
	Cooks, Restaurant	3,092	3,505	13%	\$16.37
Manufacturing	Miscellaneous Assemblers and Fabricators	3,037	2,969	(2%)	\$19.68
	Industrial Machinery Mechanics	2,825	2,891	2%	\$37.24
	Metal-Refining Furnace Operators and Tenders	2,606	1,982	(24%)	\$37.95
	First-Line Supervisors of Production and	1,973	1,968	(0%)	\$31.56

Transportation and Warehousing	Operating Workers				
	Industrial Truck and Tractor Operators	1,835	1,690	(8%)	\$21.50
	Heavy and Tractor-Trailer Truck Drivers	5,524	5,849	6%	\$29.48
	Laborers and Freight, Stock, and Material Movers, Hand	1,782	2,047	15%	\$18.07
	Industrial Truck and Tractor Operators	1,211	1,262	4%	\$21.50
	Light Truck Drivers	1,025	1,271	24%	\$19.98
	Railroad Conductors and Yardmasters	744	844	13%	\$38.57

Source: Lightcast 2024.3 Dataset

Another perspective considers the specific occupations projected to grow and create openings (meaning employers will need workers to fill those openings). This information demonstrates the fact that occupations can necessitate a focus even if they are not growing overall as employers need to fill important opening to keep their operations running. Often times, these high turnover occupations serve as springboard feeders into more career oriented positions that provide good wages. The top ten are shown below as an example:

Rank	Description	2023 Jobs	2032 Jobs	Growth Change	Replacement Jobs	Total 10 Year Openings
1	Food and Beverage Serving Workers	20,177	20,155	(22)	39,330	39,309
2	Retail Sales Workers	20,769	19,483	(1,286)	29,420	28,133
3	Material Moving Workers	21,922	22,449	528	26,525	27,052
4	Motor Vehicle Operators	13,232	14,016	784	13,360	14,144

5	Home Health and Personal Care Aides; and Nursing Assistants, Orderlies, and Psychiatric Aides	7,984	8,648	664	10,876	11,540
6	Construction Trades Workers	15,182	15,140	(42)	11,386	11,345
7	Cooks and Food Preparation Workers	7,468	7,734	267	10,776	11,042
8	Information and Record Clerks	9,612	9,296	(316)	10,978	10,662
9	Building Cleaning and Pest Control Workers	7,925	7,944	19	10,003	10,022
10	Other Installation, Maintenance, and Repair Occupations	10,590	11,039	449	8,183	8,632

Source: Lightcast 2024.3 Dataset

1.2 An analysis of the knowledge and skills required to meet the employment needs of the employers in the region, including employment requirements for in-demand industry sectors and occupations. [WIOA Sec. 108(b)(1)(B) and 20 CFR 679.560(a)(2)]

According to the NWIWB's survey of local employers and supported by data provided by the Department of Workforce Development, many of the foundational or employability skills are common across in-demand occupations in the major industries; workers are expected to exhibit solid oral and written communication skills, basic computer skills, be detail-oriented, and be good at customer service. Training in these areas makes people more hireable in the eyes of employers, and more likely to find success in their chosen field.

However, no amount of soft skills will help without the occupational or "technical" skills a job demands. These of course vary from job to job even within industries, but we can consider both top-listed occupational skills as well as top certifications that the region's top industries require.

Industry	Certifications	Occupational (Hard) Skills
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Health Care and Social Assistance	Associate/Bachelor's degrees; Certified Nursing Assistant; Certified Registered Nurse; Licensed Practical Nurse; HHA Disabilities Specialty; Certified Medical Assistant; EMT-B	Accurate and Detailed Record Keeping; Administration and/or Monitoring of Medication; Record Vital Medical Information; Consult and Coordinate with Healthcare Members to Assess, Plan Implement or Evaluate Patient Care Plans, Monitor Patients Care; Prepare Patients for Examinations and Treatments; Diagnostic and Procedural Coding Software; Data Entry; Medical Terminology; Wrap and Healthcare and Home Care Coordination; Basic Life Support; Critical Care and Triage; Microsoft Office and Health Technology Software; CPR and KEG
Manufacturing	NIMS Credentials; Industrial Maintenance; Computer Numerical Controlled Language (CNCL); Certified Production Technician (CPT); Six Sigma; AWS Welding (NIMS); Occupational Safety & Health Administration; Associate/Bachelor's degrees	Equipment Maintenance; Preventative Inspections; Quality Assurance; Process Controls Instrumentation; Safety; Package and Process Material; Blueprint and Measurement Reading; Microsoft Office; Inventory Control; Continuous Improvement; Welding and Fabrication; Monitoring and Assembling; Pneumatics; Operating Heavy Equipment
Construction	Trade Apprenticeship; Valid Driver's License; Operator Certification; Project Management Professional (PMP) Certification; Engineering Degree	Building Construction; Operating Heavy Equipment; HVAC; Building Maintenance; Project Planning; Blueprint and Measurement Reading; Inventory Control; Safety; Quality Assurance; Continuous Improvement; Entrepreneurship; Electrical; Monitoring and Assembling; Carpentry
Transportation and Warehousing (TDL)	Valid Driver's License; CDL Class A; Logistics; APICS (Inventory and/or Supply Chain focuses) Certification; Certified Logistics Technician	Vehicle Operating; Maintenance; Preventative Maintenance Inspections; Package, Process and Distribute and Deliver Material; Inventory Control; Microsoft Office; Quality Assurance; Operating Heavy Equipment; Safety; Continuous Improvement; Maintain Databases; Cost Control; Inventory Technology Tools; Communications Technology; Diesel Mechanic Functioning
HEART	Hospitality; National Retail Federation (NRF) Certification; Loss Prevention Certification; Certified Production and Inventory Management (CPIM)(APICS); Associate/Bachelor's degrees	Sales; Food Preparation; Customer Service; Cash Register; Inventory Management and Control; Asset Protection; Microsoft Office; Continuous Improvement; Maintain Database

Just as employers across all sectors need foundational skills, those in Northwest Indiana are also expressing a demand for more advanced technical skills, particularly a core proficiency in information technology (IT) tailored to their specific applications. As businesses across various industries integrate new technologies

into their operations, the workforce must develop a higher level of competency to keep pace. The NWIWB is dedicated to strengthening IT and STEM-related skills in the region by collaborating with local K-12 schools and regional colleges that are part of the READY NWI Education Team. Through its sector-based employer partnerships, the NWIWB will continue to identify key skill gaps and communicate these needs to students at all levels, including K-12 and college students, youth in WIOA programs, and adults seeking new career paths or skill enhancements.

Efforts to boost IT learning and interest will start in the early K-12 years, progress into post-secondary education, and link employers with students through work-based learning experiences. Current regional initiatives include coding boot camps, maker fairs, and robotics competitions, which provide K-12 students with hands-on IT exposure. Post-secondary training funds are directed towards specific employer needs, with institutions like Ivy Tech and Purdue Northwest serving as key training providers. The NWIWB remains committed to building on these efforts, continuing to seek funding and partnerships that will equip future workers with the essential IT knowledge needed for career success.

1.3 An analysis of the regional workforce, including current labor force employment and unemployment data, information on labor market trends, and the educational and skill levels of the workforce, including individuals with barriers to employment and youth. [WIOA Sec. 108(b)(1)(C) and 20 CFR 679.560(a)(3)]

According to the US Census Bureau, the total population of Northwest Indiana is currently estimated at 870,725, with significant populations in Lake, Porter and La Porte counties. The labor force in the region comprises 402,372 individuals, with a participation rate of 46% for the overall population. Over the past 5 years, the labor force size has decreased by about 2%, reflecting broader demographic trends. The labor force participation rate varies by age, gender, and education level. For instance, the participation rate for individuals aged 25-54 is 60%, compared to 25% for those aged 55 and above.

Diversity statistics reveal that 18% of the workforce identifies as non-white and 13% identify as Hispanic or Latino, highlighting the region's commitment to fostering a diverse and inclusive labor market. NWI, already one of the most diverse regions in the state, has been on a road to becoming more diverse over the years, and the workforce very much reflects this reality.

Educational attainment in the region has been steadily improving. Approximately 37% of the population holds a high school diploma or equivalent, and 33% have attained some level of higher education. Specifically, 24% of the workforce has a bachelor's degree or higher, a 3% increase over the past 5 years. Despite these slow gains, however, NWI still lags behind the state and nation.

Northwest Indiana	2017	2022
Less Than HS	11%	9%
High school graduate (includes equivalency)	36%	37%
Some college, no degree	23%	21%
Associate's degree	9%	9%
Bachelor's degree	14%	16%
Graduate or professional degree	7%	8%

Source: US Census American Community Survey, 5 year Estimates, 2017, 2022

These strong numbers are in large part due to the high performing education partners located here. While

Northwest Indiana (NWI) is home to fewer residents boasting high levels of education, the region possesses higher levels of middle education and fewer individuals with less than a high school education.

Another trend present in the region is the shift in age distribution of the population. The age distribution of the workforce in Northwest Indiana shows majority of workers are in the prime working age group (25-54 years). Specifically, 60% of the workforce falls within this age range. This percentage, however, has been on a steady decline since the year 2000, and has fallen more than 10 percent over the past near quarter century. This decline in prime age employment has been absorbed by older workers (55+ years) which have by nearly the same amount over the time period.

Unemployment for youth is higher than that of the overall population, typically speaking, and the same is true for northwest Indiana. Prior to the pandemic, unemployment for youth in NWI was high, but improving as wages and employment rose for all age groups in the lead up to 2020. Since the pandemic, unemployment has not only improved from the record levels reached, but even improved past pre-pandemic levels. Over this same time period of decreased unemployment, the labor force participation rate of youth also increased from 57.7% in 2017 to 61.2% in 2022. More youth engaging with the labor market than before to greater levels of success. The table below shows the relative change in unemployment rates.

Unemployment	2017	2022
16 to 19 years	24%	12%
20 to 24 years	13%	12%
Total Youth	16%	12%

Source: US Census Bureau, American Community Survey, 2017, 2022

Other populations with barriers to employment in the region include individuals with disabilities, those in poverty, and households where English is not spoken as the first language. Disabled persons in the region have a labor force participation rate of 40% and an unemployment rate of 11% in 2022. Region residents in poverty have a labor force participation rate of 45% and unemployment of 23%. Finally, individuals in households not speaking English as the first language had a labor force participation rate of 64% in 2022.

Section 2: Strategic Vision and Goals

Please answer the following questions. Section 2 responses should reflect input from members of the local workforce development board and other community stakeholders. **Questions that require collaborative answers for planning regions are designated with an asterisk (*). See the Regional Plan subsection of Memo 2023-16 for more information.**

2.1 Provide a description of the board's strategic vision to support regional economic growth and economic self-sufficiency. This must include the board's vision and goals for its local workforce system in preparing an educated and skilled workforce in the local area, including goals for in-school and out-of-school youth and individuals with barriers to employment. [WIOA Sec. 108(b)(1)(E) and 20 CFR 679.560(a)(5)]

Vision: A NWI workforce that is highly skilled, motivated, and diverse, earning sustainable or higher wages and actively engaged in skill advancement and lifelong learning.

Mission: To mobilize and integrate the leadership, services and resources of the community to support

workforce development.

CORE GOALS

- Increase skills of current workforce to align with economic development strategies and key industry clusters
- Improve employer access to qualified workers and awareness of training resources
- Ensure youth in NWI are positioned for continued education/learning and workforce success
- Increase exposure to quality jobs and career pathway opportunities through work-based learning, on the job training, apprenticeships, and employer supporting skills training programs
- Assure compliance and efficient operations of a workforce development system
- For in school youth, align education with the needed business skills (i.e., specific technical skills, employability skills) through the Work Ethic Initiative and for out-of-school youth, build understanding of the skills needed to be workforce ready

STRATEGIES

- Maintain engagement and communication with economic development entities and employers to determine current and future skill needs.
- Drive support on local workforce issues including pipeline alignment of the k-12 system and post-secondary education, including career exposure and work-based learning opportunities in alignment with graduation requirements and workforce needs.
- Continuously collaborate and leverage connections to key resources in the workforce ecosystem within local, state, and national levels and education arenas as a community of practice.
- Support efforts on programming and talent prospecting that support emerging industries and technologies for the region.
- Stay current on both compliance and best practices regarding governance and implementation of workforce services.

GOALS TO ADDRESS CUSTOMERS WITH BARRIERS TO EMPLOYMENT

- Identify barriers to employment that customers have and engage the resources of multiple organizations to address each customer's needs via a customized plan and partner referral network.
- Provide self-service and on-line service, and access site options for customers to meet them where they are at, while allowing staff time for priority of service customers.
- Leverage data and a customer centric approach to provide intensive advising and training connections for customers who need to upgrade skills, or require new skills as a result of changes in demand in the labor market.
- Ensure that the customer continues ownership of his/her career plan throughout engagement with the WorkOne Center, consistently assessing the customer's level of engagement and ways to keep them motivated to persist.

2.2 Describe how the board’s vision and goals align with and/or support the State’s strategic vision as set out in the [WIOA Unified State Plan](#). Specifically address how the local area will align with the pillars and goals outlined below as well as the action steps included in the WIOA State Plan, where applicable.

Pillar I: Removing barriers for workers to meet Hoosiers where they are and help remove obstacles to work and learning.

- Goal 1: Harness opportunities through the Infrastructure Investment and Jobs Act, known as the Bipartisan Infrastructure Law (BIL), which includes the Broadband Equity Access and Deployment program (BEAD), the CHIPS and Science Act, and the Inflation Reduction Act (IRA), for populations that have been historically excluded from the labor force.
- Goal 2: Remove barriers for workers including providing affordable and accessible childcare.
- Goal 3: Create digital equity through digital skills training.

Pillar II: Preparing future skilled workers to ensure Indiana can deliver the training and skills needed for a modern workforce.

- Goal 1: Transform as a State to prepare for emerging industries specific to federal opportunities and strategic industries.
- Goal 2: Meet people where they are for career pathway planning to customize to their unique potential and experience.
- Goal 3: Develop additional workers with skills-based technical training and/or a high-quality credential, certification, or degree to fill in-demand jobs.

Pillar III: Helping employers find and/or develop skilled workers to ensure employers have the talent needed for the economy of today and tomorrow.

- Goal 1: Deliver bespoke customer service and solutions to key employers.
- Goal 2: Increase quality job exposure and experience through apprenticeships, work-based learning, and employer supported training programs.
- Goal 3: Continue to champion and promote skills-based hiring practices through career coaching for underserved jobseekers and employer hiring and training models.

NWIWB’s strategic goals, pillars, and initiatives, as outlined in 2.1, are well aligned with the state’s expressed strategic pillars and goals in the WIOA Unified State Plan. NWIWB goals and subsequent strategies are evaluated regularly to inform the impact of our work together in the region and state, through a shared vision with flexibility to adjust for the unique needs of each service area.

Pillar 1

The NWIWB recognizes the transformative power of recent federal investments including the BIL, the CHIPS and Science Act, and IRA and seeks to harness the impact to bring prosperity to all region residents, especially those in distressed communities. This starts with building close ties with the Economic Development organizations, community leaders, businesses, labor organizations, and education institutions which are the primary beneficiary or audience of many of these investments. This relationship building provides the NWIWB a seat at the table to gain insights into the entry points for WorkOne clients into these transformational investments.

NWIWB will prioritize the development and expansion of Opportunity Collaboratives across the region to

address systemic barriers to employment. These hubs will serve as accessible community resources, combining career coaching, skills training, and wraparound services in locations convenient to underserved populations. NWIWB has been fortunate to partner with organizations to expand programming for populations in distressed neighborhoods and build equal access to childcare, transportation and good jobs with several area municipalities and community organizations with a focus on the expansion of access points where applicable. The NWI region has a diverse footprint where lifelong residents are geared for change with equal access for all. Our work with the READI project has expanded the reach to include a mobile training unit in partnership with Ivy Tech and a Mobile Career Services Unit in partnership with United Way, funded by NiSource Foundation. These continued efforts to invest in the workforce to meet the talent demand of these projects and area residents is a pinnacle need in many of our communities.

As evidenced in our goal to identify barriers to employment that customers have and engage the resources of multiple organizations to address each customer's needs via a customized plan and partner referral network, we moved to implementation with leaders in the communities. Our work with the One Stop System extended an opportunity to have partners use a unified system to surround individuals and have access to services using a Charity Tracker referral system. We also understand that removing barriers to training and employment is vital to a successful workforce system, and in addition to our digital literacy trainings, we are partnering with the Pulaski Community Foundation on a Childcare Coalition where in Pulaski County is situated in a Childcare desert. These great strides forward are impacting the lives of many Hoosiers in our region.

Pillar 2

NWIWB drives a focus toward upskilling the current workforce to align with economic development strategies and key industry clusters. Our work with our secondary, post-secondary, economic development and area employers is an essential piece of our strategy. Together we used data informed decisions to understand the labor force and needs of area employers and underserved populations, dislocated workers, adults, and youth talent pipelines.

To prepare the workforce for the industries of tomorrow, NWIWB will focus on expanding career pathway opportunities through our role as an intermediary in secondary schools. Programs like Bridging the Gap and enhanced career coaching will connect students to career exploration experiences, skill-building workshops, and real-world work experiences. By embedding these services into local high schools and career centers, we aim to increase the number of students enrolled in WIOA programs after graduation.

Our work as an intermediary allows us a window into related training, skills and competency needs of employers. One example of this is our participation in academic advisory boards and through the Local Needs Assessment facilitation between employers and CTE Directors to define critical curriculum, certifications and credentials needed by industry. It is equally important to analyze the supply and demand of talent and resources to maximize our work as a unified force.

Through this pillar, NWIWB has also invested time and resources in hosting talent workforce summits with employers, educators, and community partners to understand any barriers to a sustainable workforce. Through this exercise we were able to understand tiers of support, emphasize available resources, and showcase opportunities that will lead to better jobs and careers for our customers.

Pillar 3

NWIWB is grounded in improving employer access to qualified workers and increasing exposure to quality jobs and career pathway opportunities through work-based learning, on the job training, apprenticeships, and skills training programs. The Opportunity Collaboratives will act as conduits for fostering relationships between local employers and underserved populations, creating pathways for quality employment.

The NWIWB is implementing initiatives from career exploration and discovery all the way through work-based learning experiences, including hosting an INFAME South Shore Chapter that is employer led and Jobs for America's Graduates partnerships. Recently we championed bridging the gap to career success for participants without a plan to assess career interests, facilitate career ready workshops, host career exposure events and end with employer interviews by pathway. This investment in talent and career exploration helped align activated employers who excel at providing quality job offerings.

In addition to these education/learning and workforce success efforts, we serve as an apprenticeship ambassador and third-party sponsor for the Department of Labor. Through this and the tools provided to us by the Office of Work Based Learning and Apprenticeship, we were able to host our own internal Career Development Workforce Associate registered DOL apprenticeship program. This exercise helps our teams to refine our support into the field with external partners when serving as an apprentice intermediary.

2.3* Describe how the board’s goals relate to the achievement of federal performance accountability measures. See 20 CFR 677.155 for more information on the federal performance accountability measures. [WIOA Sec. 108(b)(1)(E) and 20 CFR 679.560(a)(5)]

The goals outlined in WIOA and federal performance measures serve as indicators of the expectations for meeting the needs of customers— students, jobseekers, workers, and employers. WIOA Section 116 (b)(2)(A) outlines the performance accountability measures across all core programs as:

- Unsubsidized employment in 2nd Qtr. after exit (includes education/training for youth)
- Unsubsidized employment in 4th Qtr. after exit (includes education/training for youth)
- Median Earnings,
- Credential Attainment Rate (for all except Wagner-Peyser)
- Measurable Skills Gain (for all except Wagner-Peyser)
- Employer Satisfaction

Similar to WIOA and the strategic goals of the GWC, the NWIWB’s strategic goals are rooted in a demand driven workforce system that is responding to local needs and challenges. Most of the NWIWB’s goals relate to at least one of the federal performance accountability measures.

Since its inception, the NWIWB has focused on meeting the needs of the customers and stakeholders interfacing with the local/regional workforce investment system. The WIOA performance indicators are included on the Board’s Program Performance Dashboard for review at each meeting. To monitor and deliver on this, we continuously measure the required federal results while identifying areas to improve and making necessary course corrections. Each of the NWIWB goals push the system to focus on specific areas which yield results related to the WIOA performance measures.

2.4* Describe any additional indicators used by the local board to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area. [WIOA Sec. 108(b)(17) and 20 CFR 679.560(b)(16)]

The NWIWB establishes performance goals for each key item on the NWIWB dashboard. Goals are set for the region as well as for each youth service provider. Each goal is broken down into specific targets that are set for overall utilization of the Work One system. Ultimately, all goals and targets demonstrate trends to achieving WIOA performance measures and the NWIWB strategic goals.

The NWIWB uses several reports and performance metrics in addition to the Common Measures for evaluating programs supported by the Workforce Innovation and Opportunity Act, Wagner-Peyser, Trade Adjustment Act, etc. These indicators include:

- Customer visits to the Work One offices and the purpose of visits
- Completion, credential, and placement rates for customers who receive training (for the Region and by Service Provider)
- Youth performance, including enrollments, credentials, placements into postsecondary education, employment, and the military, as well as the Common Measures
- Customers receiving case management
- Customer placements into unsubsidized employment by service providers
- Surveys of customers visiting the WorkOne centers

The NWIWB’s Youth Employment Council tracks several indicators on a bi-monthly basis for individual service providers and the overall program. Included are reaching enrollment goals of youth in the WIOA Youth program; completion of objectives for each individual youth program; and provision of case management services.

The NWIWB aggressively tracks performance toward end-of-year goals. On a bi-monthly basis, the NWIWB and One Stop Operator review performance reports, which includes a monthly and year-to-date comparison of actual performance versus goals. Service providers analyze their own performance data and submit monthly reports to the One Stop Operator including strategies to meet key performance targets and any concerns. The WorkOne Operator reviews the data for each service provider and responds to each provider's monthly report. The Operator conducts an in-person review session with each service provider on a quarterly basis to discuss performance in key areas and contributions to the WorkOne system in Northwest Indiana. The NWIWB reviews a one-page dashboard report of job seeker services delivered and attached comments from the WorkOne Operator staff in addition to reports from the Business Services Team. Those metrics include the number of businesses served, the percentage of job orders filled, and the amount of outreach activities performed by the team.

The NWIWB also monitors spending targets. Management staff review the information monthly in order to determine trends and take any corrective action necessary. Northwest Indiana plans to spend at least 80% of all WIOA funding within the program year.

The NWIWB also receives a Return-on-Investment Report on Adult and Dislocated Worker WIOA Services which gives information about what their investment is yielding, yearly monitoring reports presented by the Department of Workforce Development, and the annual audit of the organization.

Section 3: Local Area Partnerships and Investment Strategies

Please answer the following questions. Many of the responses below, such as targeted sector strategies, should be based on strategic discussions with the local board and partners. **Questions that require collaborative answers for planning regions are designated with an asterisk (*). See the Regional Plan subsection of Memo 2023-16 for more information.**

3.1 Taking into account the analysis in Section 1, describe the local board's strategy to work with the entities that carry out core programs (*Core programs include Title I Adult, Dislocated Worker, Youth Services, Title II Adult Education and Literacy, Title III Wagner-Peyser, and Title IV Vocational Rehabilitation*) and required partners to align resources in the local area, in support of the vision and goals described in Question 2.1. [WIOA Sec. 108(b)(1)(F) and 20 CFR 679.560(a)(6)]

In 2014, the NWIWB's One Stop Operator established the NWIWB WIOA Partners Collaborative, which includes members from Vocational Rehabilitation, TANF/FSSA, Wagner Peyser, Regional Adult Education, and WIOA providers (WorkOne Adult, Dislocated Worker DLW), Youth and Business Services departments. This collaborative brings together essential support networks to serve clients from various programs and funding streams, and the group meets bimonthly. The focus is on creating strategies to achieve NWIWB goals, sharing employer demands, training, and up-skilling opportunities, developing professional development sessions, creating referral networks, and ensuring funding and programming synergy.

The WorkOne offices also have partner groups that support the local WorkOne. These groups include members from all WIOA core programs, required partners, as well as faith communities, post-secondary institutions, and local nonprofits. These groups meet bi-monthly, alternating with the WIOA Partnership Collaborative meetings. It has been decided to focus these groups on the county level rather than the city level to encourage broader participation and impact. The WorkOne partners group is responsible for implementing the goals set by the NWIWB and the strategies set by the NWIWB WIOA Partnership Collaborative. Progress towards these goals will be reported at the NWIWB WIOA Partnership Collaborative meetings.

3.2* Identify the programs/partners that are included in the local workforce development system. Include, at a minimum, organizations that provide services for relevant secondary and post-secondary education programs, provision of transportation, Adult Education and Literacy, Wagner-Peyser, Trade Adjustment Assistance, Jobs for Veterans State Grant, Senior Community Service and Employment Program, Vocational Rehabilitation, Temporary Assistance for Needy Families, Supplemental Nutritional Assistance Program, and programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006. Describe how the local board will coordinate strategies, enhance services, and avoid duplication of services. [WIOA Sec. 108(b)(2), (10), (11), (12) & (13), 20 CFR 679.560(b)(9), 20 CFR 679.560(b)(10), 20 CFR 679.560(b)(11), and 20 CFR 679.560(b)(1)(i)]

- WIOA Title I, Adult and DLW (CWI, Inc. Job Works Inc., & Goodwill Industries of Michiana, Inc.).
- WIOA Title I, Youth (Goodwill Industries of Michiana, Inc., JobWorks, Inc., Geminus Corporation, Workforce Development Services, Inc, Mental Health America of Northwest Indiana, TradeWinds)
- WIOA Title II, Adult Education, Literacy, and English Language Support (CWI and a Network of Community Providers).
- Wagner-Peyser and State Labor Exchange (WP)
- Trade Adjustment Assistance Act (TAA), Unemployment Insurance (UI), and Veterans (JVSG) (State of Indiana Department of Workforce Development).
- Vocational Rehabilitation (VR), (Family and Social Services Administration)
- Temporary Aide to Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP) (Family and Social Services Administration)
- Older Americans Act, Title V (SCSEP) (Vantage Aging, Goodwill Industries of Michiana, Inc., and AARP FOUNDATION, Inc.).
- National Farmworker Jobs Program (NFJP), Migrant and Season Farmworker (Proteus, Inc.).
- Technical Education Act, which provides programs at the postsecondary level (Ivy Tech Community College).
- Community Services Block Grant Act (CSBG), Employment and Training Activities (CoAction)
- Department of Housing and Urban Development (HUD) through OCRA, Employment and Training Activities (CoAction)
- Job Corps at Camp Atterbury (MTC).
- Transportation Partner – N/A

The NWIWB will coordinate strategies by leveraging existing partnerships and fostering collaboration among required and additional partners. Chief among those strategies is the use of the Charity Tracker platform to streamline referrals and allow for shared case management across agencies. Charity Tracker will greatly enhance service delivery across the region by improving client outcomes by allowing case managers to stay connected across different services, ensuring continuity and coordination in the client's journey toward employment and career advancement. Additionally, this platform enables service providers to eliminate duplication by allowing service providers to see what assistance has already been provided and focus on filling gaps rather than duplicating efforts.

3.3* Describe how the board will support the strategy identified in the WIOA Unified State Plan and work with the entities carrying out core programs and other workforce development programs, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 to support service alignment. Describe efforts to work with each partner identified in 3.2 to develop plans, assurances, and strategies for maximizing coordination, improving service delivery, and avoiding duplication of the Wagner-Peyser Act services and other services provided through the one-stop delivery system. [WIOA Sec. 108(b)(2), (10), (11), (12) & (13), 20 CFR 679.560(b)(1)(ii), (b)(9) and (b)(11)]

In order to effectively support the strategy outlined in the WIOA Unified State Plan and facilitate coordination among the core programs and other workforce development programs, the OSO will play a central role in fostering collaboration and alignment with partners. This alignment will focus on strengthening the connections between services, resources, and entities, ensuring comprehensive support for job seekers and employers.

The OSO will facilitate ongoing communication with all program leaders to ensure consistency in goals, priorities, and operational strategies. These meetings will help identify areas for improvement and ensure that services are not duplicated across different programs. The OSO will work with partner organizations to create an integrated service delivery. This may include shared resources, Charity Tracker referral system and joint training initiatives aimed at creating a more coordinated experience for customers. Through collaboration, the OSO will support the sharing of data within privacy guidelines to help track individual progress and service outcomes. This data will be used to assess program effectiveness and improve coordination across service providers.

The OSO will ensure that all partners involved in the one-stop delivery system sign MOUs that they will coordinate their services and avoid duplicating efforts. This will include clearly defined roles for each partner, ensuring that services are complementary and that clients are not receiving redundant services. The OSO will work with partners to implement common outreach strategies to ensure that job seekers and employers are aware of the full range of available services. This outreach will emphasize the unified approach to service delivery and encourage seamless transitions across different programs.

The Department of Housing and Urban Development (HUD) works through OCRA to support Employment and Training Activities (CoAction). Local HUD programs aim to enhance lives by offering high-quality, affordable housing options and by promoting education and economic independence for community members. They coordinate case management, career advising, training, and employer services with One Stop Partners to meet the needs of the workforce.

The WIOA Title I, Youth (Goodwill Industries of Michiana, Inc., JobWorks, Inc, Geminus Corporation, Workforce Development Services, Inc, Mental Health America of Northwest Indiana, TradeWinds) program integrates service provider staff funded by WIOA Youth into the One Stop system as appropriate. Tailored career and training services are available for One Stop system clients aged 16-24 who meet the established eligibility criteria, subject to resource availability. These services may be offered at a One Stop Center, a school, or a local partner's location. Career services, training services, and employer-related services are closely coordinated with the functions of the One Stop Partners' services.

Older Americans Act, Title V (SCSEP) (Vantage Aging., Goodwill Industries of Michiana, Inc., and AARP FOUNDATION, Inc.). SCSEP is a community service and work-based job training program for older

Americans. The programs provide training for low income, unemployed older Americans and supportive services that allow them to participate in the training. Participants must be at least 55 years old, unemployed, and have a family income of no more than 125% of the federal poverty level. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position. In addition, the programs may be co-located in a One Stop Center.

Community Services Block Grant Act (CSBG), Employment and Training Activities (COAction). CSBG services are focused on the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.

3.4 Identify how the local board will coordinate WIOA Title I workforce investment activities with adult education and literacy activities under WIOA Title II. This description must include how the local board will carry out a review of local applications submitted under WIOA Title II Adult Education and Literacy, consistent with the local plan and state provided criteria. See the Multi-Year Adult Education Competitive Grant Application (Request for Application). [WIOA Sec. 108(b)(13) and 20 CFR 679.560(b)(12)].

The RFA for Adult Education and Literacy (WIOA Title II Adult Education and Literacy Act) is distributed statewide by the Department of Workforce Development. As mandated the NWIWB in their role of coordinating activities with education and training providers within the local Workforce Development Area (WDA) will review and acknowledge all applications proposing to offer Adult Education services within Region 1 prior submission to DWD. At a minimum, the NWIWB will review eligible providers' application materials to determine whether the applications are consistent with local plans. Upon completing this review, the local WB will submit a recommendation to DWD confirming alignment or gaps with the local plan. Prior to awarding of contracts, DWD may require applicants to make revisions, or request additional input from the NWIWB to better align adult education an English Language Learning services with local workforce plans.

WIOA Title I and II will be coordinated through establishing clear referral processes between Title I and Title II providers using Charity Tracker. This will ensure that individuals seeking employment-related services are connected to adult education programs that enhance their skills, particularly in areas such as reading, math, English language proficiency, and digital literacy.

The local board will foster the development of career pathways that integrate Title I workforce development services with Title II adult education. These pathways will enable individuals to gain foundational skills through adult education programs and then transition into employment-focused training or credentialing through Title I programs. The coordination will also include ensuring that adult learners have access to appropriate work readiness programs, apprenticeships, and other workforce development services.

3.5* Describe how the local boards will coordinate local workforce investment activities with regional economic development activities that are carried out in the local area and how the local board will promote entrepreneurial skills training and microenterprise services. [WIOA Sec. 108(b)(5) and 20 CFR 679.560(b)(4)]

The Northwest Indiana Workforce Board (NWIWB), Executive Staff to the Board, and One Stop Operator have a long history of working with local and regional economic development organizations to promote

and support business attraction, expansion, and retention efforts. NIWWB has been a strong supporter of community building efforts by collaborating with partners and stakeholders to address employer needs for a skilled workforce. We closely work with our core partners, faith-based organizations, and local community-based organizations at a regional level to establish a referral and resource network, providing our community access to reliable and relevant services.

The local economic development organizations rely on the NWIWB for data necessary to demonstrate existing and future talent so employers can be assured that NWI has the human resources required to build a productive business. The system is called to help facilitate hiring or to orchestrate training which will build the workforce required with the necessary skills. Local Economic Development Organizations look to the NWIWB for resources to support the hiring and expansion for existing employers as the NWIWB has a solid understanding of the local K-12 system, Career and Technical Education centers, post-secondary institutions and additional educational programs offered throughout the region. The NWIWB is looked to as an entity which is working to align the education and workforce systems with economic develop so they are called upon for consultation by LEDO's when they are thinking about utilizing funds such as from redevelopment commissions to generate new workforce programs. In addition, the NWIWB has been able to work with LEDO's to provide incumbent worker training to assist their local employers maintain their workforce and, in several instances, this type of strategy has even been instrumental in keeping businesses in Northwest Indiana.

To promote entrepreneurial skills training to the public, we will develop a relationship with the Northwest Indiana Small Business Development Center who helps small businesses start, grow, finance, innovate, and transition through no-cost, confidential business advising and training. These services will assist clients who are interested in entrepreneurship with practical steps. Contact has been made to begin this relationship with them.

We have also started a new partnership with the Hammond Development Corporation, the new location for our Hammond Office. The mission of the HDC is to foster economic development and job creation through small business development, educational programs, office and conference room rental, co-working, and technology resources. Programs include revolving loan funds and microloan programs. These resources will be an amazing opportunity for Hammond residents.

3.6 Based on the analysis described in Section 1.1-1.3, describe how the one-stop operator will ensure priority for adult career and training services will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Include any locally identified priority of service populations. [WIOA Sec. 134(c)(3)(E) and 20 CFR 679.560(b)(21)]

We have continued to build and enroll with standing partners to address a diverse range of service populations. While we are required to uphold Memorandum of Understanding (MOU) partnership titles with partners, we approach all partners with the same spirit of commitment, as we are all working towards achieving a common goal of serving the community. We prioritize service populations as per the Department of Workforce Development (DWD) policy and any other population identified by the governor, DWD, or the NWIWB. This includes low-income, homeless, TANF, and food stamp recipients.

The NWIWB will coordinate strategies by leveraging existing partnerships and fostering collaboration among required and additional partners. Chief among those strategies is the use of the Charity Tracker platform to streamline referrals and allow for shared case management across agencies. Charity Tracker will greatly enhance service delivery across the region by improving client outcomes by allowing case managers to stay connected across different services, ensuring continuity and coordination in the client's journey toward employment and career advancement. Additionally, this platform enables

service providers to eliminate duplication by allowing service providers to see what assistance has already been provided and focus on filling gaps rather than duplicating efforts.

The one-stop operator will engage in supporting local faith and community-based organizations by increasing available resources and access points in the community. We ensure regular community access to these points every month and provide reports through local management. We will continue to organize meetings with community partners to strengthen the network for referring resources at the regional level. We will oversee this by providing monthly reports and implementing specific strategies that highlight the resource network as an essential part of meeting the needs of our priority service clients and the community.

By engaging with our community partners, we aim to improve referrals and increase the number of priority services. Customers with basic skills deficiencies will continue to receive support for their skill gaps. Our main priority will be to refer these clients with basic skill deficiencies to our regional adult education programs for remediation, High School Equivalency (HSE), ESL, and other services involving educational support.

3.7* Based on the analysis described in Section 1.1-1.3, identify industries where a sector partnership is currently being convened in the local area or where there will be an attempt to convene a sector partnership and the timeframe. Describe how you will be partnering to achieve defined goals.

NWIWB convenes a monthly Healthcare Consortium composed of all the region's major hospital systems, other local providers including mental health providers, post-secondary institutions with healthcare programs, and other healthcare training providers. This group meets to discuss health workforce issues in the region and coordinate for a more interconnected system. Most recently, the Consortium hosted a Healthcare 360 event targeting key service areas with hands-on career exposure and provides an annual two day healthcare hands on career pathway event. Together we define our goals, outcomes, and conversions of those exposed through these experiences and shared practices to leverage a collective industry voice.

The South Shore INFAME chapter is an industry-led talent pipeline program that engages K-12 systems, community colleges, and universities in a highly coordinated, seamless model known as the FAME Career Pathway. A local FAME chapter is composed of employers, institutions of education, non-profit education organizations, workforce and economic development organizations, government representatives, and more. South Short INFAME is the Northwest Indiana chapter of FAME, which currently accepts students from Lake, Porter, and La Porte counties whereby graduates receive an associate degree in multidisciplinary technical education, with an advanced manufacturing work-study curriculum in an Advanced Manufacturing Technician (AMT) Program in Northwest Indiana. This multi-craft maintenance position is in high demand and high wage in Northwest Indiana and throughout the state. This requires participants to become highly skilled, globally competitive, well-rounded, and sought-after talent that can meet the unique needs and challenges of today's modern manufacturing workforce. Recruitment included out of school youth, justice involved, and those without a plan. NWIWB serves as the intermediary who supports the employer and individual recruitment while also assisting with connecting resources and opportunities to provide WIOA services. Goals are defined by the employers and has subcommittees that are held to aggressive action plans and a unified experience for all partners and students.

Finally, CWI has partnered with the Construction Advancement Foundation (CAF) to host the Northwest

Indiana Skilled Trades Day for the past 8 years. This event gives students the opportunity to have hands on experience with over twelve different skilled trades careers. In 2023, this event was expanded to include two site options for schools in Lake and Porter counties, which yielded interactive attendance of over 1,800 students and over 200 recent graduates and adults interacting in a pathway to the trades

3.8 A-D

Responses to the following questions should include the implementation of incumbent worker training programs, on-the-job training programs, work-based learning programs, apprenticeship models, customized training programs, industry and sector strategies, career pathways, utilization of effective business intermediaries, and other business services and strategies that support the local board's strategy in 3.1 and meet the needs of regional employers. [WIOA Sec. 108(b)(4)(A) & (B) and 20 CFR 679.560(b)(3)]

Identify and describe the strategies and services that are and/or will be used to:

A. Facilitate engagement of employers in workforce development programs and targeted sector strategies, including small employers and employers in in-demand industry sectors and occupations.

With the NWIWB serving as the primary employer engagement partner in the regular convening of workforce partners structure, and with the priorities established by WIOA, the Board has a highly-visible sector-based strategy to engage the region's employers as partners in identifying skill needs, promoting career opportunities, and serving as partners in training design and work-based learning. The NWIWB has a number of active sector partnerships, most notably in Healthcare, Manufacturing, Construction, and Logistics.

The strategy includes serving communities focusing on industries emphasizing high impact workforce needs, using data informed decisions, leading with a consultative approach, building strong relationships, and prioritizing pain points for sector specific businesses. All sized businesses have access to training, certifications, pre-apprenticeships, and apprenticeships. We also work with SBDC to address small businesses.

The Business Services Representatives approach including relationship management, service delivery, and braiding of funds, will continue to be refined in collaboration with employers as part of the WorkOne Business Services strategy. Intelligence gained from sector-based planning groups, panels, and workforce talent summits incorporate the Business Services staff for immediate action. The Business Services staff continually acts as the eyes and ears on the ground, assisting with recruitment of sector partners and connecting information across planning groups for implementing new training and employment strategies.

To support the sector framework and to strengthen the Board's role in recruiting and connecting employers to the wider array of engagement opportunities with key partners and talent, the staff to the board is revisioning the structure of the Regional Education and Employer Alliance for Developing Youth in Northwest Indiana (READY NWI), a grassroots initiative to connect employers, educators, community partners, and workforce development professionals to address career readiness, and talent retention. This initiative has been connecting educators with regional businesses and community partners for over a decade. This unique to the state regional consortium allows for conversation, best practice sharing and a bridge to cultivate action together with a seven-county approach. Leveraging this platform with an existing activated member base, will further enhance and build awareness of our position and available support as staff to the Northwest Indiana Workforce Board, WIOA adult service provider, regional fiscal agent for adult basic education programming, compliance and quality assurance for WIOA Youth Programing, and regional one stop operator for the America's Job Centers in NWI. This is a community approach to career exploration and better quality of life for families.

The most recent READY NWI collaboration is the formation of the READY NWI Business Advisory Council. This council brings together a diverse array of workforce sector representatives from across the region, fostering invaluable connections between education, industry, and community stakeholders. Through this partnership, the group aims to provide enhanced resources and tailored guidance to educators, employers, and individuals seeking to navigate and excel talent in Northwest Indiana's evolving education and job market landscape. The insights and expertise offered by the Business Advisory Council promise to equip stakeholders with the knowledge and skills needed to thrive in their chosen fields, prepared for the future within demand sector specific skills, social, and financial acumen.

The NWIWB will continue to serve as the primary table for connecting sector-based initiatives in all key sectors so that common and sector-specific needs can be identified, prioritized, and addressed within the context of the broader regular convening of workforce partners. With READY NWI revisioning, a cohesive approach and centralized dissemination of information focusing on occupational and high demand skills will enhance and scale sector specific consortiums and business intelligence. We have already begun some of this work through preexisting partnerships cultivated through our NWIWB, Healthcare Consortium, pathway to trades, and FAME work. Learning directly from our engaged partners on their desires for talent, feedback, and best practices provided a clearer alignment of actionable options.

With each of these strategies, the intention is to scale and expose our WIOA clients to similar opportunities toward a better quality of life, while building strong relationships and connections within the region.

B. Support a local workforce development system as described in 3.2 that meets the needs of businesses.

In addition to the work at the BSR level, the NWIWB convenes industry sector groups focused on specific target industries in the region. These groups help to connect the workforce development system with employers and educators with interest in those sectors. The WorkOne system has aligned its work around the NWIWB's sector strategies that have specific training aligned with jobs in demand that support economic development and allows for alignment with jobs in each of our communities which will build a stronger pipeline of job ready workers while improving our educational attainment. The WorkOne Business Services Team coordinates its business services with job seeker services that are provided at the WorkOne offices by utilizing Indiana Career Connect, the statewide job matching system. The WorkOne Business Services Team creates and shares with both staff at a region-wide level as well as with community partners with a vested interest in workforce development efforts. Industry and employer specific intelligence is shared to educate the WorkOne centers and key community organizations on job demand and industry expectations. This information allows the WorkOne centers to prepare job seekers in a way that meets the needs of hiring employers. Training is a key issue being addressed by the NWIWB. In order for businesses to remain competitive in their industry, oftentimes the introduction of new technology, processes, or procedures is necessary. While opportunities exist to train job seekers in preparation for employment, addressing the growth and development of incumbent workers remains a critical element to the overall retention and success of the business in NWI. Therefore, incumbent worker training is another strategy that will be used by NWIWB to assist employers facing these challenges of skill shortages in their business. In some cases, incumbent worker training may be delivered in a cohort made up from one or multiple employers.

C. Better coordinate workforce development programs with economic development partners and programs.

The Northwest Indiana Workforce Board has a long history of working with local and regional economic development organizations to promote and support business attraction, expansion, and retention efforts. Numerous companies have been successfully located in Northwest Indiana because of the NWIWB and One Stop Operator staff's ability to provide prospective employers with a thorough analysis of the available workforce by occupation and experience, wage data, industry growth, and other key metrics as well as to determine they will be able to meet their hiring needs.

The NWIWB, Executive Staff to the Board, and One Stop Operator staff actively participate in economic development organizations, boards, and committees and maintain memberships with local chambers of commerce. Individual NWIWB members serve on the board of directors of the Northwest Indiana Forum, the private sector regional membership organization representing the voice of private business and economic development in Northwest Indiana as well as other community based economic development organizations.

The economic development and business organizations with which we are members or have a working relationship include:

- Regional economic development includes: The Northwest Indiana Forum, Northwest Indiana Regional Planning Commission, and Regional Development Authority
- Eleven local economic development organizations: Portage Economic Development Corporation (PEDCO), Valparaiso Economic Development Corporation, Duneland Economic Development Company, Gary Economic Development Corporation, City of Hammond Economic Development Corporation, La Porte Economic Advancement Partnership (LEAP), Starke County Economic Development Corporation, Jasper County Economic Development Corporation, Newton County Economic Development Corporation, Michigan City Economic Development Corporation, Pulaski County Economic Development Corporation
- Fifteen chambers of commerce: Lakeshore, Greater La Porte, Valparaiso, Greater Portage, Duneland, Munster, Michigan City, Gary, Crossroads, Hobart, St. John-Dyer, Whiting, Cedar Lake, Highland Griffith, Schererville

The local economic development and Chamber organizations turn to the NWIWB system for data necessary to demonstrate existing and future talent so employers can be assured that NWI has the human resources required to build a productive business. NWIWB also serves on several chamber workforce and education committees to support the employer talent pipeline and career exposure needed at the school level. The system is called to help facilitate hiring or to orchestrate training which will build the workforce required with the necessary skills. LEDOs look to the NWIWB for resources to support the hiring and expansion for existing employers as the NWIWB is familiar with all the schools, Career and Technical Education centers, post-secondary institutions, and the programs offered throughout the entire region. The NWIWB is looked to as an entity which is working to align the education and workforce systems with economic development so they are called upon for consultation by LEDOs when they are thinking about utilizing funds such as from redevelopment commissions to generate new workforce programs. In addition, the NWIWB has been able to work with LEDOs to provide incumbent worker training to assist their local employers maintain their workforce and in several instances this type of strategy has even been instrumental in keeping the business in Northwest Indiana.

C. Better coordinate workforce development programs with economic development partners and programs.

To strengthen linkages between One Stop system and Unemployment Insurance programs, such as RESEA, we will continue to collaborate with the staff that deliver these programs, co-enroll the clients participating and capture any outcomes of such programs. Unemployment Insurance is a central part of our Basic service offerings, integrated into our flow and seamless within our program delivery. To that effect, the staff that coordinate these programs inside our offices are fully integrated on cross-functional teams that offer clients information about training, career advising, workshops, etc. In addition, these orientations for these programs include a video presentation about what additional services are available to Unemployment Insurance recipients. Upon completion of the orientation video and during each RESEA visit, clients meet with a RESEA Coach to review assignments and discuss their job search. The RESEA Coach provides them with labor market information provided by our business service team and encourages them to connect with a Career Advisor. During PY 23, we integrated our WIOA Career Advisors into the RESEA process to assist with one-on-one meetings. Career Advisors were able to connect with RESEA clients providing them with information on training opportunities and services they could provide to help them return to work quicker. This integration led to increased DLW enrollments and increased customer satisfaction.

3.9 Describe the strategy the local board implements when using WIOA dollars to support training opportunities including but not limited to OJT, work experience, apprenticeship, and pre-apprenticeship.

- What portion of WIOA funds in the past two years were used to support training costs for participants in each of these programs? Please list a total as well as the portion used for each program.
- What percentage of WIOA funds would you project over the next two years will be used to support training costs for participants in each of these programs? Please list a total as well as the portion used for each program.
- If the local board is supporting training costs for participants using non-WIOA funding, how is this tracked?

The portion of WIOA funds used for Direct Training costs & supportive services for PY23 and PY22 (note this does not include labor cost of CA's or other WO staff time with clients helping them secure training) is as follows:

Year	Adult Training Costs	DLW Training Costs
PY '23	\$1,015,827	\$134,067
PY '22	\$1,214,243	\$69,673

We expect to allocate 35% of WIOA Adult funds for training & supportive services (or \$1,075,000) (and again this does not include the CA or other WO staff labor spent with clients on training) in PY24 and PY25; 26% of WIOA DLW for training & support services (\$275,000) for PY24 and PY25

The NWIWB was a significant partner in bringing the final funding for the region for training and other services such as Work Based Learning, OJT, apprenticeships, and pre-apprenticeships including the use of non WIOA funding such as Employer Training Grant, Workforce Ready Grant, Quest, Apprenticeship Building America, Adult Education, and READI grants and tracked on monthly financial statements. In addition, the NWIWB also supports staff making applications from funding sources such as Department of Labor, Community Foundation Grants, and other private foundations.

3.10 If the local board is currently leveraging funding outside of WIOA Title I funding and state general funds to support the local workforce development system, briefly describe the funding and how it will impact the local system. Organize the description by population(s) served. If the local board does not currently have oversight of additional funding, describe any plans to pursue it.

Currently, we have partnered with Midwest Urban Strategies to secure Growth Opportunity Funding through the Department of Labor to work with young adult offenders living in Gary. We currently are serving juvenile and young adult offenders through WIOA youth funding as a special target population so the use of the Growth Opportunity funding will assist in enhancing services. Because the focus is on Gary residents, WIOA youth funding will be used to support the participants in Growth Opportunity as needed. The Growth Opportunity grant will allow us to focus the regular WIOA youth funding on serving those offenders outside of Gary.

The Center of Workforce Innovations continues to broaden its ability to build a workforce system in NWI by both securing new funds and by leveraging funds of partners in workforce development.

3.11 Describe any collaboration with organizations or groups outside of your local area, interstate or intrastate, and what outcomes you plan to achieve as a result of the collaboration.

A resource that has served as a cross pollination of regional expertise and statewide transformation is the Indiana Workforce Board Alliance (INWBA) which provides resources and support for employers, job seekers, and workforce development boards across Indiana to help regional economies thrive. This organization allows members to serve as a key thought partner to workforce decision makers, serve as a state-wide clearinghouse that shares the value, accomplishments and needs of regional workforce boards, share knowledge and best practices between regions, and provide resources to benefit all members in an ever-evolving economic landscape.

The Coalition for Adult Basic Education (COABE), the leading and largest adult education association, represents the professionals who provide adult education services for the federal program. Adult education programs in all 50 states, DC, and U.S. territories are authorized under Title II of the Workforce Innovation and Opportunity Act to assist adults in building skills and earning credentials that lead to postsecondary education, sustainable employment, and economic self-sufficiency. These programs provide services to millions of learners nationwide and provide an incredible return on investment to our economy, helping individuals up and out of poverty and serving as a pipeline into a family sustaining job or community college. NWIWB collaborates and serves on the Innovations Committee for COABE. Our recent work has centered around working with employers to assess their needs as it relates to education and workforce training provided to adult learners. One project is "Ways to Engage: Solutions for Workforce Talent". This series is provided by COABE's Behind Every Employer Initiative where folks can register and interact. The other major project is an employer survey that will help capture data that reflects the employer's understanding and preferences as it relates to candidates that have received a GED/HSE. This collaboration helps us navigate the best way to engage with employers in our region in the adult education space.

The Northwest Indiana Workforce Board collaborates with several organizations. One organization is Midwest Urban Strategies (MUS). MUS is an intermediary of urban workforce development boards (WDB) serving their local communities to connect the stakeholders of the workforce ecosystem. As a member of MUS, we have been able to collaborate on grant funding opportunities, participate in professional development, and build relationships with Workforce Boards from other states. This has allowed us to enhance our funding and serve more individuals, learn about best practices among workforce boards, and to skill up staff in order to better serve clients.

Another organization that we belong to is the Indiana Talent Network (ITN). ITN connects statewide stakeholders and regional collaborations to support equitable talent policies and strategies. This group meets quarterly and has provided valuable resources and shared best practices among different organizations throughout Indiana. This has allowed us to gain insight in attracting talent, developing the skills of the workforce, and ensuring that they are connected to employers.

Section 4: Program Design and Evaluation

Please answer the following questions. Many of the responses below, such as those regarding career pathways and individual training accounts, should be based on strategic discussions between the local board and partners. **Questions that require collaborative answers for planning regions are designated with an asterisk (*). See the Regional Plan subsection of Memo 2023-16 for more information.**

4.1 Describe how the local board, working with the entities carrying out core programs (*Core programs include Title I Adult, Dislocated Worker, Youth Services, Title II Adult Education and Literacy, Title III Wagner-Peyser, and Title IV Vocational Rehabilitation*), will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment and out of school youth. Include information regarding the referral processes with one stop partners such as the technology used for making/tracking referrals. [WIOA Sec. 108(b)(3) and 20 CFR 679.560(b)(2)(i)]

All core partners are represented on the NWIWB's Northwest Indiana WIOA Partners Collaborative group and have representation on each of the WorkOne Partner groups. Partnership extends well beyond just this group of core partners. To expand our services, we have representation from all of the WIOA outlined partners, faith community, local government, training providers, and other community stakeholders. During these meetings, referral networks, recruitment strategies, strengths, challenges, and opportunities are discussed to ensure that access to employment, training, education, and supportive services is expanded within the local area. In addition, weekly email communication goes out to partners in order to serve as a connection to the workforce system and includes information about training opportunities, hiring events, employer intelligence, hot jobs, and additional opportunities for partnering with the NWIWB.

Looking ahead, we anticipate that foot traffic in centers will decrease due to post pandemic effects, and customer's preference for virtual services. To counteract this, we are partnering with our referral and resource networks even more closely to ensure that motivated individuals who need our assistance are sent to our offices. We are also continually evaluating our technology options and the satisfaction of customers utilizing these new means of service. Additionally, we are working more closely with our local universities and colleges to connect with their career services networks, advisory committees where possible and program chairs of in-demand degree and certificate programs. We have achieved sizeable success through this route in that many of their students need last semester financial assistance that we can provide.

The NWIWB will coordinate strategies by leveraging existing partnerships and fostering collaboration among required and additional partners. Chief among those strategies is the use of the Charity Tracker platform to streamline referrals and allow for shared case management across agencies. Charity Tracker will greatly enhance service delivery across the region by improving client outcomes by allowing case managers to stay connected across different services, ensuring continuity and coordination in the client's journey toward employment and career advancement. Additionally, this platform enables

service providers to eliminate duplication by allowing service providers to see what assistance has already been provided and focus on filling gaps rather than duplicating efforts.

Providing Assistance to Customers with Barriers to Employment

Some of our urban centers have significant levels of poverty, educational disparities, and inflated levels of ex-offenders in the population, so we rely significantly on our core and community-based program partners to help overcome the barriers through supportive and supplemental resources. We partner with the core program partners through a regional Memoranda of Understanding (MOU) designed to build networks of referrals and shared resources. We also partner with them at a local level through community partner meetings which include not only required MOU Partners, but also faith and community-based organizations, Veterans support groups, postsecondary and Adult Education providers. Lastly, in terms of access, we also provide local Access Points for customers that cannot access the One Stop offices so that the community can have a well-informed community center where information and basic assistance is readily available.

The NWIWB and its WorkOne partners serve communities throughout the region that have a relatively high level of individuals with disabilities. All regional efforts to serve these individuals, including those from a community of educational disparity or a community with concentrations of persons with significant disabilities, begin with the collaboration of core program partners that include Adult Education and Vocational Rehabilitation.

The partnership is coordinated and forged through ongoing meetings at the local WorkOne offices and at the regional level through meetings facilitated by the WorkOne Operator, as well as through a universal referral system utilized by the partners. This referral system works both ways, as individuals are referred to and from the WorkOne offices. When an individual comes to a WorkOne office seeking services that partners provide, such as high school equivalency attainment or workplace accommodations for clients with disabilities, a referral form is initiated and a referral is made while case management continues, along with follow up with the partner agency to ensure coordination of services. The converse is also true as partners refer their own clients who have needs for employment and/or training in addition to services provided by the partner.

Region 1 has a comprehensive strategy for engaging out of school youth. It begins with outreach where there are three approaches. The first is internal outreach to jobseekers in the WorkOne system. All individuals between the ages of 18 – 24 who enter the WorkOne offices are first screened for eligibility for the out of school youth program and are provided with information on the array of services offered through the youth program. The second approach to outreach is working with partners including Adult Education and Vocational Rehabilitation. Career Pathway Facilitators are co-located at Adult Education sites and work exclusively with youth that are Adult Education students. The partnership with Vocational Rehabilitation facilitates the capture of those youth that are transitioning from school to work. Students with disabilities work on developing transitional plans. The partnership with Vocational Rehabilitation also serves to capture those youth who are leaving high school and are in need of workforce services offered through the youth program. The final approach to outreach is a grassroots effort with community organizations that serve out of school youth. Youth staff members reach out to community organizations that provide services such as shelter for homeless, health care, transportation, and childcare to engage youth in targeted demographics such as homeless youth and parenting youth.

The second part of the NWIWB's engagement strategy is to provide ongoing coordinated services during participation. Specifically included is occupational training that provides youth with skills needed for many in-demand occupations as well as work-based learning activities in areas of interest. Work based learning activities not only provide the youth with technical skills and soft skills, but the youth are also earning money. In addition, staff provides monthly guidance and counseling with to the participants to ensure they are working on achieving goals and addressing any barriers that develop that prevent them from success. Staff continues engagement with youth throughout their participation.

The final part of engagement is during the follow up phase. Staff continues to work with youth during this phase to ensure that they are successful in employment and/or postsecondary training. If the need for additional services is identified, referrals and connections are made.

4.2 Describe how the local board will facilitate and develop career pathways and utilize co-enrollment, as appropriate, in core programs as well as improve access to activities leading to a recognized post-secondary credential, including a credential that is an industry-recognized certificate or certification, portable, and stackable. [WIOA Sec. 108(b)(3), 20 CFR 679.560(b)(2)(iii), and 20 CFR 679.560(b)(2)(ii)]

The local board will facilitate and develop career pathways through our established career lattice system, which maps skills and experience to provide clear mobility within organizations and industries. This system ensures that individuals can see their potential career trajectories and understand the steps needed to advance. Our Occupational Skills Training program offers vetted training opportunities that culminate in certifications, which are portable and stackable, providing individuals with credentials that are recognized across various industries.

In addition, we serve as an apprenticeship ambassador for the US Department of Labor. In this capacity, we support employers in the design, registration, and funding of registered apprenticeship programs. This involvement not only helps employers create structured training programs but also ensures that participants receive industry-recognized credentials that enhance their employability and career growth.

Our Career Advisors work one-on-one with clients to assess their needs and interests. They either set clients up with appropriate training programs or assist them in finding a job. This personalized approach ensures that each client receives tailored support to meet their career goals. The job-finding assistance is facilitated in large part by our Business Service Team, which connects clients with local employers and job opportunities. Additionally, Career Advisors review clients' eligibility and needs to determine if they should be enrolled in other programs we offer or if they would benefit from services provided by other organizations.

To improve access to these opportunities, our Outreach and Communications department organizes a wide variety of community events, including job fairs, hiring events, and workshops. These events are designed to connect individuals with employers and training providers, making it easier for them to access the resources they need to advance their careers. Our Youth Engagement team hosts similar events tailored for young people, such as Trades Day career fairs, employer tours, and job shadowing opportunities, which help facilitate early career exploration and skill development.

Our career pathways initiative will lead to increased co-enrollments by integrating clients into our core programs as well as other available services. The One-Stop Operator system, utilizing the new referral

system, Charity Tracker, facilitates seamless co-enrollment with other service providers. This ensures clients receive comprehensive support, leveraging multiple resources to enhance their career development and success.

4.3 A-G Describe the one-stop delivery system in the local area as required by WIOA Sec. 121(e). Please note that question F is only for local areas participating in a Planning Region. [WIOA Sec. 108(b)(6)(A-D) and 20 CFR 679.560(b)(5)].

A. Describe the local board's efforts to ensure the continuous improvement of eligible providers of services and ensure that such providers meet the employment needs of local employers, workers, and jobseekers. [WIOA Sec. 108(b)(6)(A) and 20 CFR 679.560(b)(5)(i)]

The current service providers in Region 1 are the Indiana Department of Workforce Development, JobWorks, Goodwill and Center of Workforce Innovations. Together, the employees of all organizations work side by side to meet the needs of people seeking jobs, and employers seeking workers. To a visitor, there is no distinction between the two groups and the way in which customers are served. The goal of the WorkOne system in Region 1 is to meet employers' needs for a skilled workforce. To this end, employer intelligence is shared across programs to ensure that industry sector focus, career pathway information, and goals align with the NWIWB strategies.

Continuous improvement starts with a series of NWIWB benchmarked goals and shared expectations. Including:

- Shared vision and strategy across all programs and services including
 - Resources, Informational Services
 - Career Advising, Skills Training, and Work based learning
 - Business Services
- Functional job descriptions which include aligned Core Values, Behaviors and Metrics based upon these above three areas
- WIOA Common Measures
- Performance Management Dashboards

Service provider standards and goals are written into their contract statement of work. Outcomes include: system goals and program performance.

Region 1 has developed an extensive youth provider list to ensure that youth participants have access to a variety of youth organizations that provide occupational training and other services. This list is updated on a quarterly basis.

Region 1 has a Skills Training Manager that assists training providers to complete applications for the Eligible Training Provider List and meets quarterly with those on the approved training provider list to ensure that both staff and the training provider have open communication, understand the enrollment process for WIOA and the occupational skills training, and outcomes needed for both entities.

B. Describe how the local board will facilitate access to services provided through the one-stop delivery system, including in remote areas, through the use of technology and through other means. [WIOA Sec. 108(b)(6)(B) and 20 CFR 679.560(b)(5)(ii)]

Region 1 has access to many E-tools that assist clients to connect virtually with staff members. Currently, the Region utilizes Zoom for access to clients on varying levels; Workshops, Career Services, Enrollment, and Events. Another tool that is often used is Emitrr, which allows staff members to text through an app. It also allows for text campaigns to send mass text messages individually to clients. On a state level, Region 1 has been utilizing the Virtual Client Engagement CRM (VCE.) The VCE uses Microsoft Teams for virtual meetings and allows for the use of electronic signatures. Region 1 has piloted the use of VCE to deliver RESEA services. Region 1 also uses SignWell to gain electronic signatures of clients and employers. Several other tools exist for organization, such as appointment scheduling and assessments that a customer can complete at home to show proficiency or practice proficiency in particular skill areas. The local board has continuously facilitated expansion of technology as required and integration with systems that have been put in place by the Department of Workforce Development (DWD). One area of concern is the customer's access to technology and internet access to participate in the process virtually.

Additionally, the NWIWB has partnered with the United Way of Northwest Indiana and the NISOURCE Foundation to develop a mobile career services unit to deliver WorkOne services directly into rural and disadvantaged communities to meet clients where they are. This Transit van platform allows for remote access to career services. For areas with more regular needs, we are also setting up additional access point to allow for greater ease of access to services.

C. Describe how entities within the one-stop delivery system, including one-stop operators and the one-stop partners, will comply with WIOA section 188 and applicable provisions of the Americans with Disabilities Act of 1990 regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities. [See WIOA Sec. 108(b)(6)(C), 29 CFR 38, 20 CFR 679.560(b)(5)(iii), and DWD Policy 2016-09]

All aspects of the WorkOne network of services in Region 1 are dedicated to ensuring facilities, programs, equipment, and staff are available and accessible to all in need of service.

A new physical and language accessibility plan was drafted and implemented on May 1, 2024. This policy addresses the need to provide meaningful access to all clients and provide options for accommodation. It also emphasizes that the AJC must continuously notify customers and staff of their equal opportunity and non-discrimination rights, not only at enrollment, but throughout services.

Language Assistance Services

Language assistance generally comes in two forms: written translation or oral interpretation. An LEP individual must be given adequate notice about the existence of interpretation and translation services and that they are available free of charge. All WorkOne offices post a Babel notice near the front door, indicating that language assistance is available in all communications of vital information. This allows clients using English as a second language to easily identify their primary language to staff as they enter the WorkOne system.

Once identified, it is incumbent upon the WorkOne staff to utilize all resources available at the time to provide meaningful access to services and programs in the client's preferred language. Telephonic, interpretation and translation services are available where bilingual staff are not present to readily assist a client. This ensures meaningful access for LEP individuals to services and programs via every delivery method (written, electronic, and in person). For languages spoken by a significant portion of the

population eligible to be served or likely to be encountered, WorkOne will translate vital information in written materials into these languages. According to the US Census Bureau's American Community Survey 5-Year Estimates Subject Tables, Spanish is spoken by a portion of the population in communities across the seven county region. Therefore, vital written materials are also available in Spanish. Vital written materials include:

- Notice of rights & responsibilities (EO is the Law poster)
- Complaint forms
- Applications
- American Job Centers Overview and E-Tools Guide
- RESEA IRP, ICC User's Guide, self-assessment, and the eligible work search activities packet
- WorkOne website

If an LEP beneficiary, participant, or applicant for aid is identified as needing materials in another language, WorkOne will secure vital information in that language using the State of Indiana's preferred qualified interpretation service.

Physical Accessibility to Services

WorkOne is obligated to provide physical and programmatic accessibility and reasonable accommodation/ modification in regard to the WIOA program, as required by section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 188 of WIOA. The ADA defines a "disability" with respect to an individual to mean a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such an impairment, or being regarded as having such an impairment. To afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of the WIOA Title I program or activity, WorkOne must furnish appropriate auxiliary aids or services where necessary.

- All WorkOne offices have been equipped with computers containing Ease of Access tools. The Ease of Access tools provide computer program accessibility for many clients.
- Ring Central is the program used in Region 1 to provide TDD-TTY services. Ring Central is loaded on all computers within the WorkOne office.
- Documents for clients will be created with accessibility in mind. Braille materials, large print materials, or other effective means of making visually delivered materials available to individuals with visual impairments will be provided upon request.
- WorkOne actively works with landlords to ensure that its offices meet or exceed the ADA guidelines for accessibility. The EO Officer reviews each WorkOne office for ADA accessibility compliance at least two times a year. Non-compliance is reported to CWI leadership, the office manager, and the landlord within 2 business days for timely resolution.
- Other similar services and actions will be provided to ensure that all WorkOne services and programs are accessible to all clients.

Reasonable Accommodations

A reasonable accommodation refers to modifications in policies, practices, or procedures when necessary to avoid discrimination on the basis of a disability. Reasonable accommodation may be a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. The requirement to provide reasonable accommodations is intended to give people with disabilities equal opportunity to participate in WorkOne services and programs. With regard to aid, benefits, services, training, and employment, WorkOne must provide reasonable accommodations to qualified individuals with disabilities who are applicants, registrants, eligible applicants/registrants, participants, employees, or applicants for employment, unless providing the accommodation would cause undue hardship.

Definitions of the terms “reasonable accommodation” and “undue hardship” are specified in 29 CFR § 38.4. For any circumstance whereby an individual requests an accommodation not readily accessible to the staffer, the WorkOne Center Manager should be immediately called upon to assist. When a client makes a reasonable accommodations request that is not readily accessible Managers, they will contact the Director of Client Engagement & WorkOne Operations. The Director has 2 business days to evaluate if there is an alternative, or not, then provide written and/or verbal response to the WorkOne client or potential client and the Equal Opportunity Officer on the status and reasoning.

Training and Monitoring Accessibility

All WorkOne staff and subcontractors will be trained on Equal Opportunity (EO) and the Americans with Disabilities Act (ADA) as part of their onboarding. Afterwards, staff and subcontractors will participate in refresher training for both of these topics as a part of continuing education. The local Equal Opportunity Officer will also provide monthly training on a variety of topics related to EO and ADA compliance during the regular office meeting time on the second week of the month. When appropriate, workforce partners will make presentations as part of the ongoing EO/ADA training opportunities. This will help keep staff informed of any changes or new offerings from partnering organizations. All WorkOne staff and subcontractors will be invited and encouraged to participate in all training opportunities. These trainings will be recorded and retained on SharePoint for staff access.

WorkOne staff and subcontractors will be subject to oversight and monitoring of all program and contract requirements. This will include a programmatic overview, and file monitoring to determine compliance with federal, state, and local policies, including accessibility. Periodic on-site and file spot checks will be conducted by the Program Manager and/or Director of Policy in addition to the annual monitoring that is conducted as part of the State of Indiana WIOA Program Monitoring. A written report of all findings will be provided to the supervising manager for follow-up and training of staff. If a service provider receives multiple findings in the internal monitoring process, a follow-up monitoring process will be conducted within three months to verify that corrections have been made.

Complaint Process

EO complaint and EO information including contact names and numbers is posted for all individuals accessing any type of core services in all WorkOne offices in both English and Spanish. For individuals enrolled into specific programs/funding streams, the Equal Opportunity (EO) Release of Information Authorization and Consent for Release of Information Form is provided in the primary language and explained to the customer, including through translation services as needed, during the enrollment process. Clients who feel that they have been discriminated against by the Region 1 WorkOne office may file a complaint with the Local Equal Opportunity Officer and/or the Civil Rights Center (CRC)⁴ following the complaint process outlined in the One Stop Operator guidance on Equal Opportunity and Equal Opportunity Complaint Process.

This is the list of equipment and programs that we have available in or to the AJC offices:

- TTY-TDD
- Microsoft Ease of Access Tools
- Adjustable Workstation (Northern Counties and Rensselaer only)
- Articulating Arm Supports (Northern Counties only)
- Viewsonic 24” Monitor
- Kensington Expert Mouse

- Noise limiting headsets
- EnableMart Large Print Keyboard
- Ergonomic Office Chair
- Merlin Reader (Hammond, Gary, Portage & LaPorte)
- Access to language interpretation and translation

Monthly training will be offered to all AJC staff related to WIOA section 188. Topics to be covered include Equal Opportunity requirements, ADA access, Microsoft Ease of Access Tools, providing services to clients with disabilities, translation & interpretive services, service animals, new tools to aid limited English proficient clients, working with Migrant & Seasonal Farmworkers and the complaint process.

We are exploring available options to increase the accessibility of the Region 1 WorkOne website. Today's users are unique and may require additional assistance to be able to access our content. It is our goal to meet new accessibility requirements for websites by the end of PY25, even though the compliance date is April 26, 2027.

D. Provide the name, organization, and contact information of the designated local WIOA Equal Opportunity Officer.

Becky Fry, CWDP, Director of Policy/ EO Officer, 2804 Boilermaker Drive Valparaiso, Indiana 46385, Phone: (219) 248-7488, EOOffer@cwicorp.com

E. Describe the roles and resource contributions of the one-stop partners agreed to per DWD Policy 2018-04 Memoranda of Understanding and Infrastructure/Additional Costs Funding Guidance and any future iteration of this guidance. [WIOA Sec. 108(b)(6)(D) and 20 CFR 679.560(b)(5)(iv)]

The Northwest Indiana Regional One-Stop System is supported by a collaboration of required partners, each playing a distinct role and contributing resources as outlined in the Memoranda of Understanding (MOU) and Infrastructure Funding Agreement (IFA). These agreements, governed by DWD Policy 2018-04 and subsequent updates, define both the functional roles of the partners and the mechanisms for resource sharing to support the operation of the one-stop system.

Roles of One-Stop Partners: Each partner contributes to the delivery of services in alignment with their program's statutory mandates and expertise. For example:

- Workforce Innovation and Opportunity Act (WIOA) Title I Programs: Responsible for providing career services, training, and support to adults, dislocated workers, and youth. These services are delivered through career advisors and coordinators located within the one-stop system.
- Adult Education and Literacy Programs (WIOA Title III): Provide instruction in basic skills, high school equivalency preparation, and English language learning. Partners deliver these services directly at one-stop locations and through referrals.
- Wagner-Peyser Employment Services (WIOA Title III): Focus on labor exchange services, including job placement assistance and labor market information. Staff support career counseling, workshops, and recruitment events.
- Vocational Rehabilitation (WIOA Title IV): Deliver disability-specific career counseling, assistive technology services, and job placement support for individuals with disabilities.

- Other Mandatory Partners: Programs such as TANF, HUD Employment and Training, and others provide wraparound services and support in line with their mandates.

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop System, including; but, not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the One-Stop System, including technology used for the center's planning and outreach activities.

All parties in the Northwest Indiana Regional One Stop System recognize that these costs are applicable to all required Partners based on relative benefit received. Partners not colocated may not contribute to each infrastructure line item if there is no relative benefit received. All partners receiving benefit from items such as the referral system agree to contribute to the referral system based on proportionate use. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

All costs are included in the partnership agreement, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a semi-annual basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

F.* If you participate in a Planning Region, please describe the coordination of administrative cost arrangements, including the pooling of funds for administrative costs, as appropriate. [20 CFR 679.510(a)(1)(v)]

There are no administrative cost pooling arrangements between the Center of Workforce Innovations, Region 1 and the NWI Workforce Board. N/A

G. Describe how one-stop centers are implementing and transitioning to an integrated technology enabled intake and case management information system for core programs and programs carried out under WIOA and by one-stop partners. [WIOA Sec. 108(b)(21) and 20 CFR 679.560(b)(20)]

Indiana Career Connect is a shared system that allows clients to be assessed, enrolled, and referred for services across multiple programs without needing to duplicate paperwork or assessments. Indiana Career Connect allows users to track individual progress across services and programs, from enrollment to employment. This includes tracking milestones like training completion, skill certifications, job placements, and other key outcomes.

If a client possesses the technology, the entire process from enrollment to job placement can occur without an in-person office visit. Clients can meet with a staff member through Zoom or Microsoft Teams. Clients may upload documents into Indiana Career Connect and signatures can be gained electronically using either the Virtual Client Engagement platform or SignWell. Career advisors also have the technology to conduct enrollments and career services outside of a

WorkOne. The integration has allowed flexibility in customer services however, making office appointments much shorter in duration, which allows Career Advisors to assist more customers overall.

Additionally, the NWIWB has partnered with the United Way of Northwest Indiana and the NISOURCE Foundation to develop a mobile career services unit to deliver WorkOne services directly into rural and disadvantaged communities to meet clients where they are. This Transit van platform allows for remote access to career services. For areas with more regular needs, we are also setting up additional access point to allow for greater ease of access to services.

4.4 Provide an assessment and description of adult and dislocated worker workforce development activities, including type and availability of education, training, and employment activities. Include analysis of the strengths and weaknesses of such services as well as the capacity to provide such services in order to address the needs identified in 1.2. Specifically assess the local area's WIOA performance levels from the prior two years. [WIOA Sec. 108(b)(1)(D) & 108(b)(7), 20 CFR 679.560(b)(6), and 20 CFR 679.560(a)(4)]

Basic career services communicate employer expectations and career opportunities through available resources and workshops. These services are delivered in both virtual, self-guided experiences, and across partner locations. Staff are focused on outstanding customer service, assessment delivery, upselling of additional WorkOne services, and communicating employer and career pathway information; service delivery is at a fast pace and offered in a welcoming environment.

Clients engage in an initial conversation with staff to understand their needs and what barriers they need assistance in overcoming. The staff provide an overview of WorkOne Services, provide general information on local employer demand such as available hot jobs and upcoming skills training and provide access to assessments to help them determine a career that fits their interests and abilities. These services are delivered through the resource area and are self-help and informational in nature. In addition, employer driven skills testing such as WorkKeys are also delivered by staff under the Basic Career Services area. Workshops in a virtual and/or informational format are offered at the WorkOne offices at this Basic Career Services level.

Outcomes for this service include speed of service, conversions to individualized service, and client experience measured by customer service surveys. All outcomes are currently meeting or exceeding established targets.

Analysis of Basic Career Services

Basic career services are a valuable offering as they allow for self-service, informational customer driven services to the one-stop system for customers who may not be able to benefit from a deeper level of investment from our Career and Training service offerings. They allow the One Stop system to provide service to the community and job seekers entering the offices and virtually accessing these offerings to obtain the short-term help that they need to access job, career, and education information. Basic career services also allow employers to have a steady stream of skilled job seekers ready for opportunities they

may have listed on the job exchange.

Strengths of the basic level of services is the connection to partners and community resources, as well as the outstanding customer service as measured by our excellent net promoter score. The weaknesses in basic career services are few but important. While they do allow for us to screen for motivated customers that should be able to benefit from deeper level of investment through Individualized Coaching and Up Skilling (training) services it often presents a predicament in the fact that many motivated customers bypass our system altogether by accessing virtual basic services without ever stepping foot inside our One Stop system. To address this, we will rely on referral paths with our partners and innovative value-added marketing campaigns.

Individualized Career and Coaching Services (aka Coaching and Career Advising)

Clients seeking career assistance are assigned to a Career Advisor, serving as a case manager and career coach. These services are delivered from a client-centric perspective, rooted in a deep understanding of regional employer demand, and hone in on the industry specific skill analysis, career path exploration, upskilling, and job matching. All Career Advisors, regardless of funding stream, work one-on-one with customers, beginning with the delivery and interpretation of an assessment, as well as the development of an Individualized Employment Plan (IEP), following the customer throughout their interactions with WorkOne services in one-on-one coaching sessions, and into placement and follow-up.

There are two main categories of work with the customer: Group Services and Individual Coaching. Career Advisors assign online instructional and/or pre-vocational services and refer employer ready customers to job orders in Indiana Career Connect. They may also set up pre-vocational training services, such as referral to Adult Basic Education, and/or a paid internship (aka, Work Experience). Certain workshops are offered at the Individualized Career Services level. These workshops go beyond Basic and informational and require experienced staff to facilitate skills development validated by skill demonstration. Only clients at the Individualized level with an assigned Career Advisor can attend Individualized level workshops. Outcomes for these services include number of days to employment, case load size target, coaching sessions with customers, and common measure performance.

Analysis of Individualized Career and Coaching Services

Individualized Career services often are our most robust offering as they allow our One-Stop System to invest in job seekers through individual and group coaching, assessment of skills, including making them aware of their transferrable skills, mock interviewing, etc. All of these service offerings provide the job seeker and employers a tangible benefit of making them ready for employment and a career. At the core of these services are two strengths: career advisors understanding of regional employer intelligence and demand and the strong relationships career advisors develop with their clients.

There are two challenges to these services though: often, job seekers need significant assistance in overcoming barriers and many of these barriers are not areas for which we can provide direct services, resulting in referrals to our partners. To address this, we are working to seamlessly connect the system with partners who have experience and expertise in addressing specific barriers. The second challenge is the speed at which career advisors deliver services. We will be setting expectations that the days to

placement metric decrease over the next three years, allowing caseloads to turn at least twice throughout the program year. This initiative will require consistent coaching and feedback to the Career Advisor team and strong professional development (PD) opportunities.

Work Based Learning and Up-Skilling Services

For clients needing skills development beyond the resources available at WorkOne, Career Advisors recommend occupational skills training. Training happens in one of two ways, either through the typical training in a classroom or facility that offers certificate or degree-based program training (considered an Individual Training Account, or ITA) or through Work-Based Learning skills demonstrations in an On-the-Job-Training (OJT) or Work Experience. Each Career Advisor is assigned a minimum number of customers who receive training services each year and the Career Advisor is responsible for following the customer, documenting progress, and ensuring that the customer receives the certification associated with the training. Since JVSG funded Career Advisors cannot enter WIOA services the process is performed in tandem with a non-JVSG funded Career Advisor. For customers that are adults, there are currently four programs of classroom/facility training: WIOA Adult; WIOA Dislocated Worker; Next Level Jobs; and Scholarships. Outcomes for this service include completion rates, credential rates, employment, employer experience, and common measure performance.

Analysis of Work Based Learning and Training

Work-based learning and training is a robust way of upskilling the community job seekers allowing them to obtain an increase in skills to become more marketable to employers. Both of these offerings make workforce development increasingly critical in the conversation around economic development and allow for us to create as well as sustain the recognized link between education and economy. The challenge sometimes presented by work-based learning is that employers may not be willing to take the risk of experiential learning due to workers' compensation limitations and risk. We are working with employers to explore additional ways to support the process. The challenges presented by training services is the lack of diverse set of training providers that can respond quickly to the needs of employers and work with us to develop in a short time frame a training program that is industry recognized and presents a credential that is acceptable. We continue to explore the creative attraction methods for gathering additional training providers to the region. Accessing copies of credentials and hinging the credentialing process to the training syllabus is a significant challenge. The NWIWB's industry based consortium model is addressing these issues by forcing different conversations with training providers which highlight the mode of delivery by the training providers. An additional challenge is the employers' discussion of skills and not credentials. We will be working to change our language to discuss skills and how a credential is a tool for verifying skill demonstration.

The Northwest Indiana Workforce Board (NWIWB) has prioritized work-based learning and training as critical components of its strategy to prepare individuals for high-demand careers and meet the needs of regional employers. Despite this focus, recent performance metrics indicate that challenges persist in achieving key outcomes related to training and skills development.

Within the adult program, the credential attainment rate was met in only three of the past eight quarters, and the measurable skills gain performance measure was not met in any of the eight quarters.

Similarly, for dislocated workers, the credential attainment rate was missed in three of the eight quarters, and the measurable skills gain measure was also not achieved in all eight quarters. These outcomes underscore difficulties in ensuring that participants successfully complete training programs and demonstrate progress in acquiring skills aligned with their career goals.

The performance gaps highlight systemic issues that require targeted intervention, including improved alignment of training programs with participant readiness and labor market needs, as well as more effective strategies to support measurable skills gains during training. Addressing these challenges will involve strengthening engagement with training providers, enhancing participant support services, and implementing robust tracking and follow-up mechanisms to monitor progress and completion rates. Despite these challenges, NWIWB remains committed to continuous improvement and is actively refining its approach to training and work-based learning to achieve better outcomes for participants and the region as a whole.

Recruitment and Referral to Employment

We provide employers with recruitment services. All WorkOne staff have responsibilities in the recruitment process for skilled workers to meet employer demand:

- **The Business Services Representatives:** bring employer demand and employer intelligence back to the system. Responsibilities include posting job orders to Indiana Career Connect and understanding employer screening practices, as well as gathering additional needed information to find candidates.
- **The Employer Readiness Specialist team:** meet employers demand by identifying employer-ready skilled workers for employers. Through increased awareness of available jobs in ICC and skills necessary, Employer Readiness Specialists support the identification of potentially skilled workers.
- **The Career Advisor team:** meet employer demand by locating and creating skilled workers for employers. Career Advisors actively review job orders in Indiana Career Connect. Through increased awareness of available jobs and the skills necessary, matches are made with both customers for future enrollment and customers on existing caseloads.

Outcomes for this service include job order management, business services actively managed accounts, employer engagement penetration rates by industry, employment, employer experience, and common measure performance.

Analysis of Recruitment and Referral to Employment

The strength of our recruitment and referral to employment is that it provides an opportunity for us to take a proactive step in meeting the needs of employers through skilled workers. The challenge presented in this is that while we have access to a good size of employer ready clients, many of our clients that make it into the Individualized (“enrolled”) career services level are often those that need more investment and are not always ready. In other words, it takes time to get them ready and this time does challenge our system to respond to business needs in business time.

Placement and Follow-up

Placement is the ultimate goal for all of our programs. However, placement is not enough; we work with our clients to ensure that the placement is a sustainable placement.

Once the client is placed into unsubsidized employment and has a planned exit to employment, it is vital that WorkOne maintain quarterly contact to ensure that he or she is receiving any needed job retention assistance or services. We have identified Career Services staff who serve as Transition Career Advisors. These staff track, document, and ensure that the participant successfully meets their planned outcome goals and successful outcomes on the WIOA performance measures. Transition Career Advisors, when appropriate, provide limited services necessary to help prevent job loss or enter employment.

Outcomes for this service include exit screen completion, employment, employer experience, and common measure performance.

Analysis of Placement and Follow-up

The strength of our efforts to assist clients in obtaining employment and following up with them rest in our ability to develop a rapport with them quickly and help them at a rapid pace both so that they are in a place to provide for themselves and their families as well as meet the employer's needs. Follow up services that are offered after placement allow us to ensure that the client retains their position and if possible grows and advances through ongoing coaching and encouragement. The challenges presented by the placement process specifically rest with the significantly complicated process by which our staff and our system obtain performance calculations and common measure success. Another challenge present in both placement and follow-up is the reality that customers do not always notify us that they have obtained employment. The new Transition Specialist positions were created to specifically address this issue.

Over the past two years, the Northwest Indiana Workforce Board (NWIWB) has worked diligently to provide comprehensive services to adults and dislocated workers, yet recent performance data reveals areas where improvement is needed. The region has faced challenges in meeting employment metrics for both programs, highlighting the need for stronger alignment between service delivery and labor market demands.

In the adult program, second-quarter employment has been achieved in only three of the last eight quarters, indicating gaps in participants' transition to sustained employment. Similarly, fourth-quarter employment was missed once during this period. For dislocated workers, the outcomes reflect similar challenges, with second-quarter employment achieved in just half of the past eight quarters and fourth-quarter employment missed once. These results point to a need for enhanced job placement efforts and improved support for participants to navigate their career pathways successfully.

These performance outcomes suggest that while the framework of services is sound, there are critical opportunities to refine strategies and better address participant needs. Ensuring effective follow-up

services, strengthening partnerships with employers, and leveraging data to inform decision-making will be essential in closing these gaps and achieving consistent success in both programs. NWIWB remains committed to addressing these challenges and fostering a workforce system that delivers measurable, impactful outcomes for the community.

4.5 Identify successful models of the activities above, especially any best practices for dislocated worker activities relevant to the local area.

Region 1 utilizes Ring Central for sharing information on upcoming hiring events and job and Work Based Learning opportunities between the Business Services team and the WorkOne staff. All Region staff meetings also provide information sharing. Involving WIOA case managers in the RESEA process during initial, follow-up and subsequent client meetings has led to an increase in dislocated worker enrollments in Region 1. WIOA case managers are able to connect with the RESEA client and provide job openings and Region kills training information.

4.6 Describe how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities, as described in section 134(a)(2)(A). [WIOA Sec. 108(b)(8) and 20 CFR 679.560(b)(7)].

Rapid Response services in Region 1 are designed to respond quickly and communicate with key stakeholders and partners. Key members of the Rapid Response Team include a representative of the Business Services Team, select WorkOne staff, and in some cases, a local economic development organization, who meet with a company to determine the needs of the affected workers. The regional plan specifies that an initial meeting with the affected company will occur within 48 hours of an announced layoff or closure. After this initial meeting, the team develops a business support plan. This plan outlines the needs of the company and its affected workers and provides a general overview of Rapid Response services to be provided. A Business Services Representative facilitates the implementation of services through a Rapid Response team comprised of WorkOne, TAA, and UI staff. The team works with the company to outline a process of engagement which works for both the company and the impacted workers. The team then provides customized orientation sessions for the affected workers. These initial sessions include an overview of workforce services, including Unemployment Insurance, job search assistance, training, and placement assistance. The affected workers complete a survey, which includes basic demographic information including geographic location, gender, veteran status, and level of educational attainment, as well as any information on services desired by the affected worker. These surveys are divided by geographic location and delivered to a Center Manager in each WorkOne as well as the state contact.

Additional partners at Rapid Response events have included representatives from community colleges, United Way, and community-based organizations that may also provide services as part of rapid response activities. The NWIWB developed a partnership with the Department of Labor's Employee Benefits Security Administration. This division is responsible for providing information on COBRA benefits, pensions, health plans, and HIPPA. Representatives of the Employee Benefits Security Administration also participate in Rapid Response orientations with affected workers.

In an effort to meet unique demands or in response to the number of employees being dislocated, the Rapid Response team develops specialized models which incorporate and expand on the process above. Regardless of the structure of the intervention the focus is on getting the impacted workers back into the workforce as quickly as possible. Throughout the process, staff at WorkOne offices follow-up with customers and tell them about rapid job matching opportunities and are encouraged to continue their engagement via WorkOne services to further accelerate the process the Business Services Team is marketing the skills of the impacted workers to other businesses. Frequently we will see these workers quickly picked up by a different employer.

4.7 Provide an analysis and description of the type and availability of youth workforce activities for in school youth, including youth with disabilities. If the same services are offered to out-of-school youth, describe how the programs are modified to fit the unique needs of in-school youth. For each program, include the following: length of program and availability/schedule (i.e. two weeks in July); percent of youth budget allocation; WIOA program elements addressed by the program; desired outputs and outcomes; and details on how the program is evaluated. Include analysis of the strengths and weaknesses of such services and the capacity to provide such services in order to address the needs identified in 1.2. [WIOA Sec. 108(b)(9) and 20 CFR 679.560(b)(8)]

The primary activities for in school youth revolve around the Jobs for America's Graduates (JAG) program. Activities for JAG include career exploration including learning about career pathways and training opportunities through college tours; pre-employment/work maturity activities such as learning to develop resumes, filling out job applications, developing interview skills, and participating in work experience and other work based learning opportunities; leadership development; financial literacy; entrepreneurship; project based learning and community services activities; job placement assistance; and follow up. JAG also serves youth with disabilities and Region 1 receives Pre-ETS funding to help support those services. These services are provided during the school year with some work experience occurring during the summer months of June – August. Program elements include Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies leading to completion of requirements for secondary school, recognized equivalent, or for recognized postsecondary credential; work experience; Education offered concurrently and in same context as workforce preparation activities and training for specific occupation or occupational cluster; Leadership development activities; support services; Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months; Follow-up services for not less than 12 months after the completion of participation, as appropriate; Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate; Financial literacy education; Entrepreneurial Skills Training; Services that provide labor market and employment information about in-demand industry sectors of occupations available; and Activities that help prepare for and transition to postsecondary education/training.

We also serve non-JAG participants. In particular, we serve parenting teens that are still in secondary school, some home-schooled youth, and some youth that do not have the opportunity to participate in JAG. The activities for these youth include career exploration: pre-employment work maturity including employer tours; work experience; job placement or postsecondary education placement assistance; support services; and follow up services. These services are provided during the school year with some work experience occurring during the summer months of June – August. Program elements include

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies leading to completion of requirements for secondary school, recognized equivalent, or for recognized postsecondary credential; work experience; Education offered concurrently and in same context as workforce preparation activities and training for specific occupation or occupational cluster; support services; Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months; Follow-up services for not less than 12 months after the completion of participation, as appropriate; Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate; Services that provide labor market and employment information about in-demand industry sectors of occupations available; and Activities that help prepare for and transition to postsecondary education/training.

Some of the same activities such as career exploration and pre-employment work maturity including work experience and on the job training and support services are also provided to out of school youth. In addition, out of school youth have an opportunity to participate in occupational skills training. We also serve a special sub demographic of justice involved youth that is unique to out of school youth. These services are provided year-round through WorkOne office locations. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies leading to completion of requirements for secondary school, recognized equivalent, or for recognized postsecondary credential; work experience; Education offered concurrently and in same context as workforce preparation activities and training for specific occupation or occupational cluster; Occupational skill training, with potential priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations; Support services; Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months; Follow-up services for not less than 12 months after the completion of participation, as appropriate; Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate; Financial literacy education; Entrepreneurial Skills Training; Services that provide labor market and employment information about in-demand industry sectors of occupations available; and Activities that help prepare for and transition to postsecondary education/training

Forty percent of the WIOA youth budget is dedicated to in school youth and 60% is dedicated to out of school youth. Outputs for JAG participants include mastery of the JAG competencies, participation in activities such as the Career Develop Conference and Leadership Development Conference, and college tours. Outcomes include achieving the six JAG performance outcomes and WIOA performance outcomes. Outputs for non-JAG participants include completion of activities such as career exploration, pre-employment/work maturity activities, and work experience. Those are also the same outputs for out of school youth. Outcomes include the WIOA performance outcomes.

All youth programming is evaluated by the youth participating and completing activities and meeting WIOA performance targets. Services and activities are evaluated on a regular basis to ensure that those activities are worthwhile to the youth participants and that they are participating and completing those activities. The strengths include completing career exploration, developing work sites, and the work-based learning opportunities for our participants. Job placements are also a strength for the youth programs. One area of weakness includes credentials for HSE and occupational skills training. Therefore, we regularly evaluate the occupational skills training providers to ensure our out of school youth are able to complete the training and successfully obtain credentials. We had noticed that for some of the trainings, the youth completed but did not earn their certification. As a result, we met with both the youth staff and training providers to work on how to ensure the youth that complete earn their

certification. We also have developed stronger relationships with Adult Education providers so we are working with them to ensure our youth are attending classes and gaining ground to earn their HSE. Finally, we subcontract out all provision of youth services through a competitive process. The organizations providing those services are evaluated quarterly on their progress towards goals. Contracts are renewed yearly for up to two years for those organizations who are reaching goals.

4.8 Identify successful models of the activities above and any other best practices for youth workforce activities relevant to the local area. [WIOA Sec. 108(b)(9) and 20 CFR 679.560(b)(8)]

JAG is a proven national model and has been very successful in Region 1. We have met performance targets for the last 12 years.

We have branded all of our youth programs under NextGen and hold 3 or 4 NextGen career events for all enrolled youth to attend as well as those that are not enrolled. These events have proven to be very successful, attracting hundreds of participants to take place in meaningful career experiences. The conversion rate of event visitors to WIOA enrollments is tracked to measure success as well.

In addition, we have piloted a new program (Bridging the GAP) that allows us to target youth as they complete high school in order to serve them as out of school youth. During the last two program years, it has been difficult to capture out of school youth that do not come into the WorkOne offices. As a result, we reached out to a few school systems in our region to work with seniors who do not have a plan for life after high school. During our pilot phase, we provided career assessments, developed SMART goals with the students, provided resume and interviewing workshops, and hosted a career/job fair for the students. The students are also assessed by out of school youth career advisor for enrollment into the out of school youth program once the student has graduated from high school. We worked with approximately 170 students at four different schools this year and will evaluate the conversion rate over the next few months.

4.9 Describe the process utilized by the local board to ensure that training provided is linked to in-demand industry sectors or occupations in the local area or in another area to which a participant is willing to relocate. Describe how training services outlined in WIOA sec. 134 will be provided through the use of individual training accounts, including, if contracts for training services as described in 20 CFR 680.320 will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter, and how the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided. [WIOA Sec. 108(b)(19) and 20 CFR 679.560(b)(18)]

Through thorough assessment of the client which includes their transferable skills, interests, and barriers, we can guide client's in their training choice to make informed decision. This includes the type of training. We provide information on short term occupational training versus traditional degrees or apprenticeships. We also share opportunities for IWT or OJT when it fits the client's situation. We use a regional Program Fact Sheet that lists all possible funding/training opportunities for clients to assist staff in identifying possibilities for the client. With DWD's ETPL on INTraining and with information provided through the Promoted Industry Certification List, we can provide clients with labor market information on their occupations of choice. These resources provide in-depth information for our staff and clients to offer support to anyone coming into the office with questions. They also help in explaining to clients what the state sees as valuable based on feedback from employers in the industry. To make sure that the clients are making informed decisions, we encourage all staff members to use the INTraining Website Performance tab to show them data on training success, credential, and job

placement rates. We prioritize providing quality information to clients to make the most of their time and our funding. We take client feedback seriously and document concerns and inform the INTraining team when needed to enforce quality. We developed a MOU last PY to encourage Training Providers to take ownership of performance metrics and our client focused approach. This has helped to improve communication and working together to increase completion rates and job placement.

ITAs will be distributed to individuals prior to training start, after they have completed the occupational skills training checklist. The checklist ensures training need and eligibility. It includes checking for in-demand status, ETPL status, and appropriateness of training. We plan for a program year limit of \$5,500 and a lifetime ITA limit of \$11,000. The ITA serves as proof of approval to pay tuition for ETPL approved training programs. The client, manager, case manager will sign the ITA and it will be given to the Training Provider to then be signed and sent to the fiscal office along with an invoice for the training tuition.

4.10 Describe how Reemployment Service and Eligibility Assessment (RESEA) activities are implemented in the local area and how they will be incorporated into WIOA programming.

To better serve RESEA participants, it is expected that approximately 30% of RESEA participants will be co-enrolled in WIOA DLW career advising services based on assessment of needs. As the RESEA participants bring in job search logs, it is vital that the staff reviewing these logs, whether they are RESEA Career Advisors or not, ensure the quality of the client's job searches listed by checking to see if the companies listed are hiring and if the jobs for which the client is searching are relevant to their work history and skill sets. If the client has marketable skills, it is essential that they be informed of the available jobs through ICC that the Business Services team has obtained from regional employers.

As has been established in NWIWB Dislocated Worker Policy on "Unlikely to Return," all RESEA participants are eligible for Dislocated Worker services as long as they receive RESEA services prior to enrollment into WIOA services. Based upon the initial conversation where RESEA Career Advisor assesses for motivation and evaluate the participant's marketable skills, RESEA participants will be given the opportunity to meet with a WIOA Career Advisor for co-enrollment. RESEA services are entered into the case management database by the RESEA Career Advisor, and WIOA services are entered by the Career Advisors of the WIOA service provider.

If the client is working at the Individualized level, then the Career Advisor enrolls the customer into all eligible WIOA DLW programs, interprets an assessment of the client, jointly develops the Career Plan with the client and provides regular employment counseling services. If the client prefers to work with a Career Advisor at a different WorkOne location, then an appointment is scheduled.

4.11 Describe the local area's grant application and project design strategy, including staffing, when applying for additional funding (e.g., non-formula grants). How does the local area braid funding and/or prioritize use of certain funding streams?

When there are opportunities for additional funding, the first step is to evaluate the purpose of the funding to ensure it aligns with our mission and goals and supports workforce development. Once that has been established, our Director of Planning and Fundraising will review the contents of the application and bring together a cross section of staff from different departments to work on the application. This

ensures that all departments are aware of the funding opportunity and how their department fits into the proposed project and provides for enhanced collaboration. Whenever possible a project manager position is written into applications. This allows one individual to oversee the project and work with other staff to ensure targets and goals are being met.

There are many opportunities to braid funding when additional funding (non-formula grants) is available. Prioritization for funding would start with non-formula funding to ensure that the funds are being spent at the required level. However, where possible other funding can be used to enhance services. One example is the Growth Opportunity DOL funding received in collaboration with Midwest Urban strategies. This funding specifically targets the workplace skills of the participants by placing them into work-based learning opportunities. However, some of the participants may have a need for occupational skills training. These participants can be co-enrolled and formula funds are used to pay for the training.

4.12 Describe how the local area plans to implement program evaluation. What aspects of program delivery and performance will be evaluated, and how will these evaluations take place?

Region 1 already implements program evaluations with the WIOA subrecipients. The process used to evaluate subrecipients can be used to evaluate other programs. Programs are evaluated on a quarterly basis with staff or subrecipients directly involved in the program. The quarterly meetings include progress towards enrollment goals, entrance into training, completion of training, and credentials earned, placement and retention of employment, and overall performance targets of the program.

4.13 Describe the local area's professional development plan for all staff, including the frequency, type (in-person, self-guided, web-based, etc.), and topics addressed.

Region 1 provides continuous training to all staff during the bi-monthly regional all staff meeting. Topics for training are provided by MIS, Management and Staff requests. The Region 1 Equal Opportunity officer conducts monthly training on Equal Opportunity and ADA topics. All staff are provided mental health first aid training. Annually all staff are trained on case management topics such as de-escalation and safety procedures, writing effective case notes, enrollments, client engagement, client skill assessments and follow-up after exit. Career advisors are given the opportunity to participate in an apprenticeship program during which they earn their Certified Workforce Development Professional accreditation. Staff participate in webinars hosted by Workforce GPS. Managers along with selected staff members attend conferences including NAWDP and Midwest Urban Strategies.

Region 1 employs three types of professional development offered to individuals who work with youth and young adults. The first is related specifically to the rules and regulations of the Workforce Innovation and Opportunity Act. New staff are provided training in eligibility determination, program elements, follow-up, performance management, and records management. Other staff are provided refresher training as needed, but also receive regular training on performance outcomes and records management. This type of training is done one on one and in small groups. The second type of training is related specifically to the position of the staffer and the program they implement. In-school youth staff implement the JAG Program. Staff attend a statewide JAG training once each year and also have the opportunity to attend the Annual National JAG Training. In addition, during Christmas break and the summer, the JAG staff come together and take turns sharing best practices and refresher training as needed. Staff known as Career Pathway Facilitators who work with Adult Education students only participate in joint training with Adult Education staff from CWI. These professional development

sessions focus on the components of Adult Education services and WIOA youth services, common goals, and working jointly with customers. Regular Out of School Youth Staff along with the Career Pathway Facilitators attend state training (Young Adult Services Summit) once a year. This training includes break-out sessions such as work based learning, working with difficult customers, trauma informed care, and special population groups such as homeless youth or youth involved in juvenile justice system. In addition to the state training, Out of School Youth Staff attend professional development along with the other staff at the WorkOne offices. The third type of professional development is outside local, state, and national conferences focused on youth programming in general. Staff is encouraged to attend at least one conference a year. Examples of conferences attended include the Indiana Youth Institute's Kids Count Conference, the Adult Education Summer Institute, and the National Youth Symposium Conference. While most of the professional development is done in person, staff also participate in webinars on various topics throughout the year.

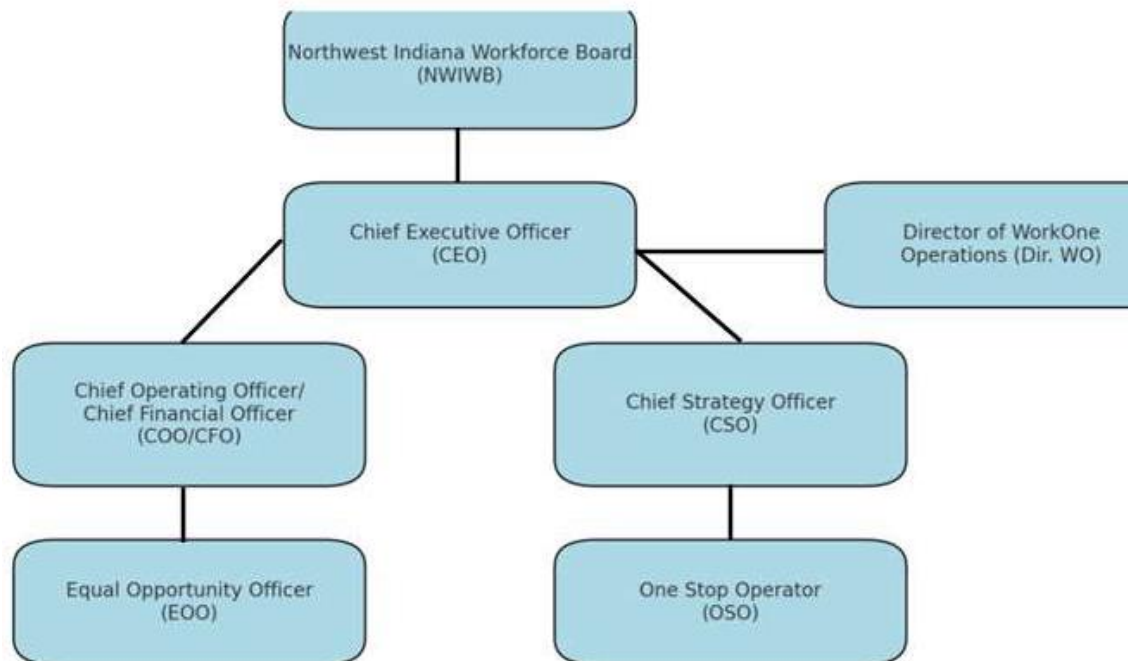
Section 5: Compliance

5.1 Describe the competitive process that will be used to award the sub-grants and contracts in the local area for WIOA Title I activities. Identify agreement type (sub-award or contract), name of sub-recipient or contractor, and length of agreement. Attach copies of current agreements as Exhibit 1 for, as applicable: One Stop Operator, Service Provider(s), Fiscal Agent, and Staff to the Board. [WIOA Sec. 108(b)(16) and 20 CFR 679.560(b)(15)]

The Board competitively procures services every three years for Staff to the Board, One Stop Operator, and WIOA Adult and Dislocated Services. This is done through a Request for Proposals (RFP) which is handled by a separate organization with no affiliation to the current provider or to the Board. The RFP is released posted on the organization's website and Department of Workforce Development website and sent out to other organizations. Once the proposal and bids are received, a special committee comprised of NWIWB members review and rate each bid. Upon the finalization of the rate and review process, the recommendation is provided to the board for formal approval and the agreement is awarded to the organization. For PY24 contracts have been awarded to these WIOA Adult & DLW Providers: JobWorks Inc., and Goodwill Industries of Michiana Inc.

As staff to the Workforce Board, CWI competitively procures WIOA Youth services every three years, through a Request for Proposals (RFP). The RFP is released to current WIOA Youth providers, other youth serving organizations, posted on our website, and sent to other regions in the state. The proposals are reviewed and rated by staff to the board, other leadership staff from CWI, board members, and outside experts. Upon the finalization of the rate and review process, the recommendations are provided to the board for formal approval and the agreement is awarded to the organization/s for a year with an option for two additional years of service depending on performance. For PY24 contracts have been awarded to these WIOA Youth Providers: Goodwill Industries of Michiana Inc., JobWorks Inc., Mental Health America of Northwest Indiana, TradeWinds Services Inc., WDS Group, and Geminus Corporation.

5.2 Provide an organization chart as Exhibit 2 that depicts a clear separation of duties between Title I roles (e.g., between the board and service provision). [20 CFR 679.400 – 430]



WIOA Title II, **Adult Education**, Literacy, and English Language Support (CWI and a Network of Community Providers). Adult Education services support the One-Stop system by assisting adults and out of school youth to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency.

Technical Education Act, programs at the postsecondary level (Ivy Tech Community College). The program assists with aligning education and training. The staff of the regional postsecondary universities coordinate with the One Stop system and partners with regard to the training in in-demand occupations for participants as funding allows.

Vocational Rehabilitation (VR), Vocational Rehabilitation Services (VR) provide quality individualized services to enhance and support people with disabilities to prepare for, obtain or retain employment. The individual will work closely with a VR counselor throughout the process. Through active participation in their rehabilitation, people with disabilities achieve greater levels of independence in their workplace and living environments. VR staff members provide itinerant services in the Region's full service One-Stop WorkOne Centers (Gary, Hammond, LaPorte and Portage). They ensure all VR related job-seeking and job-ready clients are engaged in services. VR case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position

Older Americans Act, Title V (SCSEP) (Vantage Aging, Goodwill Industries of Michiana, Inc., and AARP FOUNDATION, Inc.). SCSEP is a community service and work-based job training program for older Americans. The programs provide training for low income, unemployed older Americans and supportive services that allow them to participate in the training. Participants must be at least 55 years old, unemployed, and have a family income of no more than 125% of the federal poverty level.

Community Services Block Grant Act (CSBG), Employment and Training Activities (Northwest Indiana Community Action Network). CSBG services are focused on the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban

areas to become fully self-sufficient.

Department of Housing and Urban Development (HUD) through OCRA, Employment and Training Activities (CoAction). The local HUD programs work to improve lives by providing quality, affordable housing options and promoting education and economic self-sufficiency for community members.

The Family and Social Services Administration (FSSA) is a key partner in the workforce system, dedicated to supporting healthcare and social services. Their mission is to empower Hoosiers to thrive in their communities and achieve overall well-being providing the following services to hoosier families:

Temporary Assistance for Needy Families (TANF): TANF provides crucial cash assistance and resources for families with children under 18, promoting economic self-sufficiency. Eligible families, including those with caring relatives, can access support by meeting specific criteria and income guidelines.

Supplemental Nutrition Assistance Program (SNAP): SNAP improves nutrition for low-income households by providing Electronic Benefits Transfer (EBT) cards for purchasing healthy food. Eligibility requires meeting financial and non-financial criteria. SNAP also partners with the IMPACT program to offer coordinated support, including case management and career services, aimed at fostering long-term financial stability and independence. Together, these programs contribute to a brighter future for our communities!

At the **Computer Skills & Training Center, Pathways to Success**, they are dedicated to uplifting our community through impactful programs:

- Youth Mentorship: Our program empowers young women and men to unlock their potential and strengths for a brighter future.
- Work Ethic Development: We offer courses that teach essential life skills and professional standards, preparing young adults for successful careers.
- NCCER Certified Skilled Trade Program: Training covers construction, carpentry, HVAC, plumbing, and electrical work, providing a foundation for fulfilling careers.

Supported by Faith Temple of Christ, they are excited to help our participants achieve success and cultivate a brighter future together!

Talk2Me Foundation is a dedicated non-profit organization focused on advancing social justice. It provides a safe environment at the Sister of Support House, empowers women affected by incarceration, and works to break the destructive cycle of generational incarceration. This organization offers essential services, including support groups, counseling, and mentorship programs to foster resilience. In partnership with WorkOne, they provide workforce development services to help individuals reintegrate into society and thrive.

<p>5.3 Describe any standing committees or taskforces of the Local Board, including the role and scope of work of the youth committee (or youth representatives on the WDB if there is not a youth committee).</p>

Region 1 has a Youth Committee (Youth Employment Council) co-chaired by two Board members and comprised of employers, youth serving organizations, a Career Center Director, and a former WIOA youth participant. The Youth Employment Council meets six times a year on opposite months of the Board meetings. The Youth Employment Council has three central goals that are aligned with the work of the Board. Those goals include Determining credentials valued by employers; Integrate work-based learning into career pathways; and Work Ethic Initiatives which include our local work ethic certificate along with the Governor's work ethic certificate. The Youth Employment Council members have formed sub-committees to work on these goals. The objective is to provide information and opportunities to in school and out-of-school youth on career pathways leading to gainful employment.

5.4 Identify the entity responsible for the disbursement of grant funds as described in WIOA Sec. 107(d)(12)(B)(i)(III), as determined by the chief elected official or the Governor under WIOA sec. 107(d)(12)(B)(i). [WIOA Sec. 108(b)(15) and 20 CFR 679.560(b)(14)]

The County Local Elected Officials have selected their fiscal agent to be: Organization: Center of Workforce Innovations, Inc. Address: 2804 Boilermaker Court, Suite E, Valparaiso, IN 46383-8418 Telephone Number: (219) 462-2940 E-mail Address: ldaugherty@cwicorp.com

5.5 Indicate the local levels of performance negotiated with the Governor and chief elected official consistent with WIOA sec. 116(c) to be used to measure the performance of the local area and to be used by the Local WDB for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA title I subtitle B, and the one-stop delivery system in the local area. [WIOA Sec. 108(b)(17) and 20 CFR 679.560(b)(16)]

REG 01	Local Negotiated Levels of Performance					
	PY24 and PY25					
	Adult		Dislocated Worker		Youth	
	PY24	PY25	PY24	PY25	PY24	PY25
Employment 2Q	79.00%	79.00%	78.90%	78.90%	79.50%	79.50%
Employment 4Q	79.50%	79.50%	76.00%	76.00%	82.10%	82.10%
Median Earnings	\$8,000.00	\$8,000.00	\$8,300.00	\$8,300.00	\$4,500.00	\$4,500.00
Credential Rate	70.00%	70.00%	72.00%	72.00%	67.00%	68.00%
MSG	67.00%	67.00%	67.00%	67.00%	69.00%	69.00%

5.6 Describe the actions the local board will take toward becoming or remaining a high-performing local workforce development board, consistent with the factors developed by the State WDB. [WIOA Sec. 108(b)(18) and 20 CFR 679.560(b)(17)]

A High Performing Board operates as a strategist, convener, manager, and optimizer. Working together, board members will ensure that the board can perform the functions associated with each of these roles. To remain a high-performing local workforce development and align with the state's expectations, the

NWIWB has adopted a multifaceted approach grounded in continuous improvement, community engagement, and strategic decision-making.

1. The Strategist: Understanding Trends, Setting the Collective Vision

The NWIWB will focus on staying at the forefront of workforce trends, using labor market intelligence, industry sector partnerships, and career pathways development to anticipate future talent needs. We will conduct regular data analysis to understand the regional demand for skills, identify emerging industries, and tailor our workforce strategies to meet these needs. The board will work closely with policymakers, business leaders, and educational institutions to develop a talent pipeline that is both nimble and responsive to economic shifts, ensuring a sustainable regional workforce that aligns with long-term economic goals.

2. The Convener: Bringing Partners Together and Aligning Services

Recognizing that a high-performing board must act as a convener, the NWIWB strengthens collaborations across a broad range of community partners, including business, education, economic development agencies, and service providers. We will continue to host regional workforce summits and sector-based roundtables, fostering dialogue on workforce challenges and opportunities. By leveraging these partnerships, the board will ensure a unified approach to addressing regional workforce needs and streamlining service delivery across partners, all aligned with the state's strategic vision.

3. The Manager: Customer-Centered Service Delivery

The NWIWB will prioritize designing a customer-centered workforce system that responds to the unique needs of both job seekers and employers. We will ensure that all American Job Centers in the region operate efficiently, providing high-quality, accessible services that support those with barriers to employment. The board will continue to implement a robust performance management system, using feedback and data to adjust service delivery in real time and ensure resources are directed where they are most needed. Additionally, we will seek to expand digital access to workforce services, allowing for a more flexible and modernized service experience.

4. The Optimizer: Data-Driven Continuous Improvement

A commitment to continuous improvement will remain central to the NWIWB's operations. The board will use real-time data to monitor program performance, ensuring our workforce development initiatives are meeting the evolving needs of both employers and job seekers. We will integrate performance dashboards and other tracking tools to evaluate outcomes and guide strategic adjustments. By regularly assessing key performance indicators, such as employment rates, skill attainment, and participant satisfaction, we will optimize service delivery and ensure a high return on investment for public funds.

In sum, the NWIWB will maintain its high-performance status by integrating strategic foresight, cross-sector collaboration, customer focus, and a data-driven improvement culture. These actions will ensure that Northwest Indiana remains a leader in workforce innovation, equipped to meet the challenges of today's labor market while preparing for tomorrow's opportunities.

5.7 Provide as Exhibit 3 copies of executed cooperative agreements which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local one-stop delivery system. This includes cooperative agreements (as defined in WIOA sec. 107(d)(11)) between the Local WDB or other local entities described in WIOA sec. 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)(B)) and the local office of a designated State agency or designated State unit administering programs carried out under title I of the Rehabilitation Act (29 U.S.C. 720 et seq.) (other than sec. 112 or part C of that title (29 U.S.C. 732, 741) and subject to sec. 121(f)) in accordance with sec. 101(a)(11) of the Rehabilitation Act (29 U.S.C. 721(a)(11)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination. See Local Plan References and Resources. [WIOA Sec. 108(b)(14) and 20 CFR 679.560(b)(13)]

The One-Stop Partners actively participate in the Northwest Indiana Regional One-Stop System, collaborating with the Northwest Indiana Workforce Board (NWIWB) to improve the well-being of employers and residents in our communities. This collaboration provides easy access to a wide range of services within the local one-stop delivery system. By working with our partners, we prioritize essential services such as:

Vocational Rehabilitation Services (VR) is one of our partners and offers personalized services to help individuals with disabilities prepare for, obtain, or maintain employment. VR Navigators work closely with these individuals throughout the process, enabling them to achieve higher levels of independence in their workplaces and living environments. VR Navigators provide services at the Region's full-service One-Stop WorkOne Centers in person and remotely, ensuring that all clients seeking jobs and those ready for jobs are engaged in VR-related services. VR case management, career advising, training, and employer services are coordinated with One-Stop Partners to match suitable positions.

Efficient and swift support for clients with various needs at the WorkOne centers and other organizations in the Northwest Indiana Region 1 community is facilitated through the referral process. The Charity Tracker, a web-based shared case management system, monitors the services provided to clients and makes referrals for assistance. It allows multiple service providers to collaborate to help clients access services promptly, track assistance in real time, and enhance communication between providers. A directory containing all agencies, agents, and services listed in the Charity Tracker is provided to staff and accessed through a PDF on SharePoint and the Charity Tracker platform. We continue to improve the system coordination process while offering several ways to refer and learn more about the required partners. WorkOne offices will also have One Stop Resource posters that are easily accessible with partners' QR codes that send them directly to the website.

Partners will convene bi-monthly to review their commitments to each other, system outputs, and outcomes and ensure customer access. Each partner agrees to participate in the meetings in person or remotely to maximize client services and avoid duplication. Partners will utilize this opportunity to collaborate effectively, using the regular meetings to analyze available data and ensure that opportunities for system improvement are identified and pursued.

5.8 Describe the process used by the Local WDB, consistent with WIOA sec. 108(d), to provide a 30-day public comment period prior to submission of the plan, including an opportunity to have input into the development of the local plan, particularly for representatives of businesses, education, and labor organizations. If any comments that represent disagreement with the plan were received, they must be included as Exhibit 4 attached to this Local Plan. [WIOA Sec. 108(b)(20), 20 CFR 679.560(b)(19), and 20 CFR 679.560(e)]

The NWIWB Plan for PY24, following initial posting by the NWIWB at its July 2024 meeting, made the plan available on the Regional WorkOne website (<https://gotoworkonenw.com/2024localplan/>) for 30 days. The plan was posted for public comment from September 4, 2024, through October 4, 2024. There were no comments received which needed to be incorporated in the plan. The final plan was approved by the WDB and submitted to the Indiana Department of Workforce Development on October 7, 2024.

5.9 Describe the board's process for oversight and monitoring of sub-recipients and contractors. Include staff titles for who conducts monitoring and how staff are trained to conduct monitoring. Provide a list of all upcoming planned or scheduled monitoring activities as well as copies of or links to all monitoring procedures and tools utilized during the review process. Submit this information as Exhibit 5.

Monitoring is a review of performance towards grant outcomes based on the targets set forth in Internal monitoring of programs, subrecipients and contractors for each specific grant. The review may include desktop monitoring, obligation of funding, program reach and staff interviews. The forms used for WIOA and Adult Education monitoring are based on forms utilized in previous reviews completed by DWD. The monitoring schedule is attached as Exhibit 5. Upon completion of the monitoring, the Director and/or Manager responsible for the work monitored is provided with a report summary and recommendations for next steps and is completed by Becky Fry, Director of Policy.

Staff responsible for conducting monitoring have previously served in client-facing roles where they are trained to use the State's database Indiana Career Connect. Prior to conducting monitoring independently, staff are trained one on one with the Director of Policy & EO Officer on the enrollment checklist tool, regional monitoring tool for desktop monitoring and/or the ADA facility checklist. Adult, Dislocated Worker, and Youth Services are monitored regularly throughout the program year. Monitoring occurs quarterly.

There are four types of monitoring. The first is informal monitoring through both oral and written communication between management staff and staff providing Adult and Dislocated Worker services and the WIOA Youth service provider. This monitoring includes progress towards goals such as enrollments, training, and work-based learning activities; compliance with policy; and technical assistance needs. Informal monitoring of Adult and Dislocated Worker, is conducted by the Becky Raderstorf, Regional WorkOne Manager, Arika Piggee, Skills Training Manager, and with some assistance from the WorkOne Center Managers. Youth sub-recipients are monitored on a quarterly basis based on meeting contract goals. Both program and fiscal staff meet with the organizations to go over progress on enrollments, services, and WIOA performance. Specific staff include Erin Sizemore, CFO/COO, Tammy Stump, Senior

Workforce Associate, Becky Fry, Director of Policy/EO Officer, and Ana Luisa-Davidson, Staff Accountant.

The second type of monitoring is desktop monitoring, completed weekly. This monitoring includes review of eligibility, data validation, and performance using reports generated by MIS and review of data in ICC. Desk top monitoring is done by the WorkOne One Center Managers, the Regional WorkOne Manager, and the Senior Workforce Associate who go over the reports with staff.

The third type of monitoring is contractual compliance monitoring conducted quarterly with the youth service provider. During the monitoring, each contract/metric item is reviewed with the provider, letting them know what areas have been completed, which are satisfactory and which areas need improvement. Technical Assistance is also provided at these meetings. While technically not contractual monitoring, a similar approach is conducted on a monthly basis with Adult and Dislocated Worker WorkOne Services Managers.

The fourth type of monitoring is formal operational and program monitoring. This monitoring is completed once a year and conducted by an individual outside of the Operations Department. This monitoring includes interviews with all service staff as well as CWI Adult and Dislocated Worker Services Managers and Management Staff from the youth provider organizations; file review of customers in the approved state case management system; and interviews with the Business Services Team and a review of data in the CRM. Upon completion of formal monitoring, a report is developed and sent to management of all service providers. Formal operational and program monitoring for WIOA Adult, Dislocated Worker.

Fiscal Monitoring

There are three types of fiscal monitoring. The first is informal monitoring through both oral and written communication between CWI Fiscal Staff and sub providers. This monitoring includes ensuring that subproviders understand the requirements of Federal statutes, regulations and the terms and conditions of the Federal award; ensure that subproviders obtain appropriate training in current grant administrative and program compliance requirements; and providing technical assistance needs. This monitoring is conducted by the CWI Fiscal Department including Erin Sizemore, Chief Financial Officer, Jordan Burke, controller, and Ana Davidson, Staff Accountant.

The second type of monitoring is desktop monitoring, completed monthly. This monitoring includes a review of financial reports prepared and submitted by the subrecipient and a review of the subrecipient budgets to ensure spending is on track. All desk type reviews include following up on areas of concern. In addition, to the monthly monitoring, all subproviders are required to undergo an annual audit and submit the report of the audit to CWI for review. CWI follows up on any areas of concern. This monitoring is completed by the CWI Fiscal Department.

The third type of monitoring is formal fiscal monitoring of the subproviders. This is completed once a year and conducted by either the CWI Fiscal Department or CWI has included the option of a third party to conduct the monitoring if the CWI Fiscal Department cannot complete it in a timely manner. This monitoring includes site visits to the subrecipient to review financial and programmatic records and assess compliance with applicable laws, regulations, and provisions of the subaward and interviews with all fiscal and management staff employed by the sub providers. Upon completion of formal monitoring, a report is developed and sent to the subproviders.

<p>5.10 Describe local operating systems, including data systems, and local policies that will support the implementation of the local board's strategy.</p>

NWIWB uses Windows Operating Systems. A Microsoft Dynamics CRM is used to track data for Business partnership interactions that is managed by the State of Indiana. NWIWB uses the Indiana Career Connect case management system and individual and job orders from Employers that is managed by the State of Indiana and utilized by WorkOne.

For the JAG program, staff use JAG Force, the official data system for the JAG program and Indiana Career Connect as the official case management for WIOA Title 1 and State JAG. Out of school youth, Adult, Dislocated Worker, and Wagner-Peyser use Indiana Career Connect as the official case management system.

AdEd – inTERS is the data system for Adult Education to track, monitor and store data Adult Education participants.

Region 1's policies are in place to support the board's strategic goals of enhancing workforce skills, improving employment outcomes, and addressing barriers to employment. These policies prioritize the integration of WIOA core programs, including Title I (Adult, Dislocated Worker, and Youth Services), Title II (Adult Education and Literacy), Title III (Wagner-Peyser), and Title IV (Vocational Rehabilitation), ensuring that services are comprehensive and accessible. Region 1 policies also emphasize the importance of employer engagement, mandating regular consultations with local businesses to understand their workforce needs and tailor training programs accordingly, and adhere to the Business Services Scope of Work. As a region we require regular staff training and professional development, ensuring that personnel are knowledgeable about current policies, best practices, and regulatory requirements.

Overall, the systems and policies provide a solid foundation for implementing the workforce development board's strategy, fostering an environment of collaboration, continuous improvement, and responsive service delivery with a human center design that meets the needs of job seekers and employers alike.

Section 6: Participant Information, Costs, and Supplemental Funding

In the “Program Participants” column, each program should reflect all participants enrolled or projected to be enrolled regardless of whether they are co-enrolled in another program. Please provide an explanation of the projections to determine if they are at or below participant levels from the prior year. In the “Co-enrolled Participants” column, please list how many participants are co-enrolled in any core or other programs. In the text box below, include the programs in which the participants are co-enrolled.

Program		Program Participants	Co-enrolled Participants	Referrals			Average Cost Per Participant
				ABE	VR	Other	
WIOA Adult	Actual PY22	682	682	61	4	31	5,833
	Actual PY23	750	750	55	23	66	4,759
	Projected PY24	800	800	100	50	100	
	Projected PY25	850	850	150	75	150	
WIOA Dislocated Worker	Actual PY22	98	98				9,946
	Actual PY23	192	192				4,815
	Projected PY24	250	250				
	Projected PY25	300	300				
Youth (In School)	Actual PY22	412	0	2	4		
	Actual PY23	409	0	0	5		
	Projected PY24	400	0	10	25	10	2,511
	Projected PY25	400	0	10	25		2,790
Youth (Out of School)	Actual PY22	788	9	15	5		
	Actual PY23	874	6	20	3	7	
	Projected PY24	800	35	25	10		3,605
	Projected PY25	800	25	25	10		3,605

Explanation
<p>Adult participants are co-enrolled in all programs they are eligible for. Those programs include Wagner-Peyser, JVSG, TAA, Dislocated Worker and special grants. Participants could be co-enrolled into more than 1 additional program depending on their eligibility.</p> <p>In school youth WIOA projected enrollments are lower for PY 24 and 25 as a result of two factors. The first being our overall allocations for WIOA youth has decreased and there are other funding sources such as TANF, State JAG funding, and pre-ETS funding to spend on in-school youth. The Out of School Youth projected enrollments will also decrease due to lower allocation of overall WIOA youth funding, but only slightly.</p>

Supplemental Funding

Please list additional funding sources that will supplement the funding that the local area receives through WIOA.

Funding		Program Participants	Total Budget	Budget per Participant	Explanation
Additional State	PY24	33	175,000	5,300	NLJ WRG
		250	247,500	990	Intermediary Capacity Grant
		7,500	1,000,000	133	Career Coaching Grant
		1,025	1,300,000	1,268	Adult Ed
		233	700,000	3,000	JAGTanf
		500	400,000	800	State JAG
		25	120,000	4,800	PreETS
		100	500,000	5,000	NLJ ETG
	PY25	83	250,000	3,000	JAGTanf
		500	400,000	800	State JAG
		25	120,000	4,800	PreETS
Additional Federal	PY24	100	800,000	8,000	Go Grant (3-year grant ends 2024)
		500	450,000	800	RESEA
		100	250,000	2,500	Rural HealthCare (4-year grant ends 2025)
		63	100,000	1,587	ABA Apprenticeship (4-year grant ends 2026)
	PY25	116	1,000,000	8,620	Go Grant (3-year grant ends 2026)
Additional Other	PY24	500	2,256,000	4,512	Readi Funds (4-year grants end 2026)
	PY25				

Exhibit 1: WIOA Title I Agreements



CONTRACT FOR SERVICES

This agreement, **#CWI-25-008** entered into by and between **Center of Workforce Innovations, Inc. (CWI)** and **TradeWinds Services, Inc.** (hereinafter referred to as '*Subrecipient*') is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to provide funding to Subrecipient so that Subrecipient may provide the services and activities as listed in the Attachment as described under the Workforce Innovation and Opportunity Act (WIOA) and in keeping with all local Northwest Indiana Workforce Board policies/procedures.

The overall intent of the Workforce Innovation and Opportunity Act Funds is to not only provide services to the workforce and employers, but also to develop a local One Stop system and incorporate all partner organizations into the design. To this end the Subrecipient will be held accountable to work directly and in a cooperative fashion with Center of Workforce Innovations as the One Stop Operator to develop this system, address continuous improvements and constantly seek innovations that will keep the overall workforce investment system current and responsive to local needs. All offices, signage, marketing, and materials must represent the Region 1 WorkOne system as approved rather than the contracting organization.

Center of Workforce Innovations, Inc. as the One Stop Operator oversees the service delivery system for the seven counties in Economic Growth Region (EGR) 1. Our initiative requires the Subrecipient to seamlessly manage client services and offer or provide access to all aspects of locally approved plan of services to WIOA youth customers.

CWI expects the Subrecipient's work to support the accomplishment of the following strategic objectives:

- 1)** Offer the youth and employers in our area the highest quality and most responsive employment and training services available within the state.
- 2)** Increase information through the use of anecdotal examples available to CWI.
- 3)** Coordinate services between programs, schools, other youth providers and One Stop Partners.
- 4)** Provide required information and comply with all reporting requirements and deadlines imposed by CWI, the One Stop Operator and the Northwest Indiana Workforce Board

(NWIWB) to satisfy the Department of Labor and Indiana Workforce Development through the use of local reports, MIS management and regular performance tracking and accountability.

- 5) Streamline operations to ensure that minimal duplication occurs either between programs or partner organizations.
- 6) Meet all program standards set forth while remaining within the minimum and maximum expenditures set forth by the terms of this contract.
- 7) Remain current with and in compliance with all CWI, NWIWB, Indiana Workforce Development, and Department of Labor policies.

II. GENERAL TERMS

- A. See Attachment A for Program Requirements, General Needs and Technical Requirements, and required linkages with other systems.
- B. Center of Workforce Innovations, Inc. acting as the One Stop Operator is sole party to the contract with the Subrecipient.
- C. This agreement shall become active as of **July 1, 2024** and remain in effect through **June 30, 2025**. Any funds remaining at Program Year end date return to Center of Workforce Innovations, Inc.
- D. Subrecipient must operate a service delivery system capable of offering Youth services (including the 14 core elements required for youth programming under the Workforce Innovation and Opportunity Act). These services are generally offered in all locations throughout Northwest Indiana.
- E. Subrecipient shall be reimbursed by Center of Workforce Innovations, Inc. for agreed upon costs incurred by Subrecipient in conducting activities pursuant to this agreement and included herewith as referenced above. Subrecipient may be reimbursed through this agreement in an amount not to exceed the total amount of **\$262,000 (Two Hundred Sixty-Two Thousand Dollars)**. In addition, the total amount will be divided into the following categories:

WIOA Out of School Youth \$262,000

- F. Subrecipient shall fully comply with the requirements of the Workforce Innovation and Opportunity Act, Approved Case Management System Guidance, Trade Assistant rules, Wagner Peyser regulations, and all State and Federal regulations issued pursuant to the Act, and with all policies determined applicable by Center of Workforce Innovations, Inc. and agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Subrecipient and approved by Center of Workforce Innovations, Inc. for the purpose of obtaining funding through this

agreement.

- G. Subrecipient will provide the services described in Attachment A of this agreement.
- H. Subrecipient will meet the performance objectives as contained this agreement.
- I. All expenditures of funds under this agreement will be in accordance with the budget of the contract and with the laws, regulations, and policies issued by Department of Labor, Indiana Workforce Development, and Center of Workforce Innovations, Inc. Subrecipient will comply with local minimum expenditure policy.
- J. Subrecipient and its subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with Center of Workforce Innovations and/or Indiana Workforce Development, as set forth in Indiana Code 4-2-6 et seq. the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Subrecipient or its subcontractors violate any applicable ethical standards, Center of Workforce Innovations may, in its sole discretion, terminate this contract immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under Indiana Code 4-2-6-12, 35-44.1-1-4, and under other applicable laws.
- K. The Subrecipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- L. The Subrecipient 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 Center of Workforce Innovations of any such actions. During the term of such actions, the Subrecipient agrees that Center of Workforce Innovations may suspend funding under this Agreement. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and Center of Workforce Innovations decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that Center of Workforce Innovations may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

III. SPECIFIC TERMS

- A. Subrecipient shall operate a program in each location that provides services to all eligible youth customers. Case management is handled in the State of Indiana designated system(s) currently called Indiana Career Connect (ICC). Subrecipient agrees to utilize the data and case management system as authorized by the funder and /or CWI to track and manage program

eligible/enrolled individuals. The information and referral customers will be tracked as referrals and as basic customers in the approved case management and public labor exchange system. Subrecipient and all employees associated with this contract agree to sign the confidentiality statement regarding the access and use of Department of Workforce Development data which may contain types of confidential information.

- B. Subrecipient agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Center of Workforce Innovations, Inc., as the primary party of this contract, becomes dissatisfied with the work of, or working relationship with, those individuals assigned to perform services under this agreement, Center of Workforce Innovations, Inc. may request the replacement of any or all such individuals or may terminate this agreement in accordance with section VII.
- C. The Subrecipient and Center of Workforce Innovations, Inc. agree to act in good faith to fully cooperate and communicate with each other in carrying out the terms of this agreement in order to achieve the goals of Region 1 as an integrated workforce system including all WIOA programs.
- D. The Subrecipient agrees to identify that their program is partially funded by Center of Workforce Innovations and/or Indiana Workforce Development and/or the Northwest Indiana Workforce Board in any publicity, marketing, or media events as the sponsoring organizations. Program publicity should be brought to the attention of CWI staff prior to its access by the general public. All materials must be published clearly as a WorkOne brand.
- E. The Subrecipient must file the State of Indiana EI (Entity Annual Report) form with the State Board of Accounts within the required timeframe. Failure to do so may result in suspension and/or termination of funding.

IV. ADMINISTRATION OF FUNDS

- A. Subrecipient shall be paid monthly for reimbursement costs incurred by Subrecipient as allowable by the funding source. The costs that may be claimed for reimbursement include fair share of staff salaries, rent and overhead costs, and customer service delivery as identified in Section 1. In addition, Subrecipient agrees to abide by the CWI policy guidance on Procurement, Minimum Expenditures and use of funds for Sub Providers. Subrecipient will provide relevant expense documentation as requested by CWI.
- B. The parties agree that Center of Workforce Innovations, Inc.'s payment through this contract is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this agreement, Center of Workforce Innovations, Inc. is under no obligation to make payment hereunder except for services already provided and to the extent that funds are available.

- C. Center of Workforce Innovations is exempt from state, federal, and local taxes. Center of Workforce Innovations will not be responsible for any taxes levied as a result of this contract.
- D. Subrecipient represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of all funds awarded to the Subrecipient by Center of Workforce Innovations and received from separate funding sources.
- E. Subrecipient shall maintain financial and accounting records, which identify costs attributable to each service specified in Sections 1 and 2. Subrecipient shall further maintain written, direct cost methodologies, which identify procedures for attributing costs to each account. More restrictive fiscal accountability may be required of Subrecipient by Center of Workforce Innovations, Inc. should it be determined that Subrecipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.
- F. Nonprofit organizations are required to follow 29 CFR 95.22, 29 CFR 97.21 and DWD policy 1998-11 requirements for cash management. The regulations state that recipients and sub-recipients must maintain a financial management system and written policies to ensure that the time elapsing between receipt of funds and disbursement is minimized. Program income must be used prior to requesting grant funds from the State of Indiana or Department of Labor. Grant fund cash must be maintained in an interest bearing account. Subrecipient will follow written cash management policies and procedures to ensure compliance with all local, state and federal regulations.
- G. Subrecipient shall maintain the funds received from Center of Workforce Innovations, Inc. pursuant to this agreement for employment and training activities under separate identifiable accounts and shall use the funds solely for the purposes set forth in this agreement, in accordance with the terms of this agreement and in the Attachment section.
- H. Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflects all costs incurred by Subrecipient pursuant to this agreement. Subrecipient shall manage all funds received through this agreement in accordance with the cost principles identified in office of Management and Budget Circulars A-87 (Government Entities), A-122 (Nonprofit Organizations), A-21 (Educational Institutions), or 48 C.F.R. Part 31 (For-Profit Entities).
- I. Subrecipient agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- J. No costs may be incurred against this agreement by Subrecipient before the start date and after the expiration date previously specified.

- K. Subrecipient shall, upon written demand by Center of Workforce Innovations, Inc., be required to repay Center of Workforce Innovations, Inc. all sums paid by Center of Workforce Innovations, Inc. to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, Center of Workforce Innovations, Inc. shall have the right to off set such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount. Furthermore, Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees harmless from any and all claims, damages, costs and causes of action that may result from audit exception or cost disallowance.
- L. Subrecipient shall, upon request of Center of Workforce Innovations, Inc. administer evaluations of service provided and submit such evaluations to Center of Workforce Innovations, Inc. as prescribed.
- M. Subrecipient will comply with minimum expenditure levels set by Center of Workforce Innovations.

V. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. Subrecipient shall maintain such records as required by WIOA legislation, the U.S. Department of Labor, State of Indiana, and Center of Workforce Innovations, Inc. to ensure the integrity of financial transactions, to enable Center of Workforce Innovations, Inc. to evaluate and determine the effectiveness of program activities and to meet Federal reporting requirements.
- B. Subrecipient 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. Subrecipient 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.
- C. Subrecipient will ensure an objectively procured annual financial audit of each funding source. The cost of this audit is the responsibility of the Subrecipient and a final audit report and all action due within 6 months of Subrecipient's fiscal year end date.
- D. Subrecipient will make available to Center of Workforce Innovations, Inc. the Secretary of Labor, the Comptroller General of the United States or any duly authorized representative any books, documents, papers, and records which are directly related to the Subrecipient's program.
- E. Subrecipient shall maintain all records relative henceforth during the effective period of this agreement and for a period of three (3) years from the date Subrecipient submits to Center

of Workforce Innovations, Inc. its final financial status report pursuant to this agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this agreement begins on the date of the disposition, replacement or transfer of such equipment.

- F. Subrecipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit or inspection conducted by authorized representatives of the State of Indiana or the United States Government.
- G. Subrecipient agrees that Center of Workforce Innovations, Inc. has the right to make recommendations and findings in connection with any monitoring or audit of Subrecipient's operations, and Subrecipient agrees to comply with any corrective actions specified by Center of Workforce Innovations, Inc., within the time limits established by Center of Workforce Innovations, Inc.
- H. Following any monitoring visit by Center of Workforce Innovations, Inc. to Subrecipient, and including state and/or federal monitoring, Center of Workforce Innovations, Inc. will provide a written report to Subrecipient. Center of Workforce Innovations, Inc.'s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Subrecipient. In the event that specific corrective action is required, Subrecipient will have thirty (30) days from the receipt of the directions to comply unless a different time period for correction is specified by Center of Workforce Innovations, Inc. A failure of Subrecipient to comply with Center of Workforce Innovations, Inc.'s specific directions will be treated as a breach of this agreement. In the case of a dispute Center of Workforce Innovations, Inc. and Subrecipient will meet at the earliest convenience to resolve the issue in question.
- I. Subrecipient will provide to Center of Workforce Innovations, Inc. and update as necessary, the Subrecipient's personnel policy and job descriptions and organizational chart, which apply to the employees involved in the operation of this program.

VI. **MODIFICATION**

- A. Center of Workforce Innovations, Inc. has the right to revise or modify this agreement in whole or in part based on its funding and planning under the State of Indiana and WIOA legislation. Center of Workforce Innovations, Inc. shall have the right to modify this agreement in the instance of inadequate funding levels provided to Center of Workforce Innovations, Inc. upon giving a thirty (30) day written note to the Subrecipient.
- B. All modifications to this agreement must be in writing.
- C. Requests from the Subrecipient for interpretations or modifications must be made in writing to Center of Workforce Innovations, Inc.

VII. SUSPENSION AND TERMINATION

- A.** Notwithstanding other termination provisions in this agreement, either party may terminate this agreement by providing the other party with written notice at least thirty (30) days in advance, before such termination is to occur and specifying the date of termination.
- B.** Center of Workforce Innovations, Inc. has the right to terminate this agreement in the event there are inadequate funds provided to Center of Workforce Innovations, Inc. upon giving of thirty (30) days written notice to Subrecipient.
- C.** Center of Workforce Innovations, Inc. has the right to recommend corrective action and any timeframe necessary to achieve this action in the event that it identifies Subrecipient deficiencies. The Subrecipient will then have the opportunity to demonstrate within a mutually agreed upon timeframe that the action needed to correct has been taken and the deficiency no longer exists. The time during which the Subrecipient is making the required corrective action or immediately proceeding this action will be considered a probationary period for the Subrecipient. Probation will allow Center of Workforce Innovations, Inc. to more closely scrutinize the operations, finances, and conformance of the Subrecipient.
- D.** Center of Workforce Innovations, Inc. has the right to terminate this agreement in accordance with the provisions of probation as stated in the previous paragraph.
- E.** If Center of Workforce Innovations, Inc. determines that substantial non-performance or violation of this contract or of the provisions of the Workforce Innovation and Opportunity Act or other applicable laws is especially severe, Center of Workforce Innovations, Inc. or Subrecipient has the right to terminate this agreement without a probationary period. In such an instance, Subrecipient will be provided, written notice by Center of Workforce Innovations, Inc. of the effective date of termination and reasons for the termination.
- F.** Subrecipient agrees that Center of Workforce Innovations, Inc. may terminate this agreement if Subrecipient ceases doing business for any reason. Center of Workforce Innovations, Inc, will notify Subrecipient of termination in writing. The termination shall be effective from the date Subrecipient ceases doing business.
- G.** The parties acknowledge and agree that this contract may be terminated immediately by either party should the other party attempt to assign, transfer, convey or encumber this contract in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.
- H.** Upon expiration or termination of this agreement, Center of Workforce Innovations, Inc. may require that all documents including, but not limited to, client files, data, studies, and reports, prepared by Subrecipient pursuant to this agreement, be delivered to Center of Workforce Innovations, Inc. Center of Workforce Innovations, Inc. may require the transfer of records or property to its own offices or to a designated successor.

- I. In the event, that Center of Workforce Innovations, Inc. is terminated as the One Stop Operator, the Regional Workforce Board will be assigned this contract and the Regional Workforce Board can then make a new assignment of its interest in the contract to the new One Stop Operator. The new One Stop Operator is required to continue the contract with the current Subrecipient or if a new contract needs to be written, the One Stop Operator is allowed to sole source to the current Subrecipient, pursuant to all other terms of their original contract.

VIII. CONFIDENTIALITY

The parties agree that all information, including but not limited to client information, received by Subrecipient or **its** subcontractors in administering the terms and provisions of this agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this agreement and the requirements of all other applicable state or federal laws, rules and regulations.

IX. INDEMNIFICATION

Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees. Furthermore, Subrecipient holds Center of Workforce Innovations, Inc. harmless from any and all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of the Subrecipient in the performance of this contract.

X. INSURANCE AND BONDING

- A. Subrecipient shall, at its sole cost and expense, provide comprehensive and general liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be Less than \$700,000 combined single limit per occurrence, \$1,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to Center of Workforce Innovations, Inc., shall name Center of Workforce Innovations as an additional insured, and shall also contain a provision for at least ten (10) days' notice to Center of Workforce Innovations, Inc. of cancellation. Subrecipient shall provide Center of Workforce Innovations, Inc. with a Certificate evidencing such insurance prior to the release of any funds. Failure to maintain such insurance shall result in the termination of this agreement.
- B. Subrecipient shall provide a fidelity bond in the amount of (i) \$100,000 or (ii) the highest single total disbursement planned pursuant to this contract and all other contracts or grants outstanding to Subrecipient, whichever is higher, and covering all persons responsible for handling funds received or disbursed under this contract. The bond must show Center of Workforce Innovations, Inc. as **the obligee**. It shall be the Subrecipient's responsibility to see

that all persons handling funds under this contract are bondable. Failure to provide such evidence to Center of Workforce Innovations, Inc. shall result in termination of this contract and any funds awarded hereunder.

XI. FEES

Subrecipient and its subcontractors shall impose no fees upon the recipients of any services provided through this agreement except as explicitly authorized by Center of Workforce Innovations, Inc.

XII. PROGRAM AND OTHER INCOME

Any program income earned by Subrecipient from activities conducted with funds obtained through this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and Federal program rules, rebates, regulations, and policies. Interest on any grant funds, rebates, credits, discounts and refunds earned by Subrecipient on funds provided pursuant to this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations and policies. Subrecipient must maintain and provide to Center of Workforce Innovations, Inc. and/or its fiscal agent an accounting of all program income, interest, rebates, credits, discounts, and refunds earned as a result of funds being provided through this agreement.

XIII. LICENSING STANDARDS

Subrecipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this agreement. Center of Workforce Innovations shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify Center of Workforce Innovations, Inc. immediately thereof.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Center of Workforce Innovations in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all

hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violation must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Subrecipient will comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so is a material breach of the contract and grounds for immediate termination of the contract.

XIV. ELIGIBILITY, APPEALS AND DISPUTES

- A.** The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria, policies, and operating procedures.
- B.** Center of Workforce Innovations, Inc. and Subrecipient agree to maintain procedures in accordance with state and federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal. Such procedures shall provide for expeditious resolution of grievances by Subrecipient's personnel at the decision-making level who have authority to initiate corrective action.
- C.** Subrecipient agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this agreement which are not affected by a dispute. Should Subrecipient fail to continue without delay to perform its responsibilities under this agreement in the accomplishment of all non-disputed work, any additional costs incurred by Subrecipient or Center of Workforce Innovations, Inc. or its fiscal agent as a result of such failure to proceed shall be borne by Subrecipient, and Subrecipient shall make no claim against Center of Workforce Innovations, Inc. nor its fiscal agent for such costs.
- D.** Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in the following order: (1) this Contract and (2) Attachments prepared by Center of Workforce Innovations.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that the Subrecipient has enrolled and is participating in the E-Verify program; has provided documentation to Center of Workforce Innovations that it has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien. Center of Workforce Innovations may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State,

XVI. AFFIRMATIVE ACTION

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

XVII. NON-DISCRIMINATION

- A. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
- (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant

understands that the United States has the right to seek judicial enforcement of this assurance.

- B. Accessibility and Reasonable Accommodation pursuant to federal WIOA regulations, the Subrecipient will assure that the following is provided in the One-Stop delivery systems.
 - i) Facilities and programs which are architecturally and programmatically accessible
 - ii) Reasonable accommodations for individuals with disabilities
 - iii) Cost allocation method for making reasonable accommodations (i.e shared or paid by one entity)
- C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.
- D. Furthermore, the parties agree that all brochures, pamphlets, and other publications which promote WIOA programs must include the following language: "This WIOA Title 1-funded program/activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities" Where a telephone number is provided, the materials must also include a TTD/TTY or relay service number.'
- E. It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.
- F. Subrecipient agrees to abide by and comply with all terms and conditions set forth in servicing Limited English Proficiency customers.

XVIII. RELIGIOUS ACTIVITIES

Subrecipient agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

XVIX. POLITICAL ACTIVITY

Subrecipient certifies that the funding provided by Center of Workforce Innovations, Inc. through this agreement shall not be used to further any type of political or voter activity.

XX. TELEPHONE SOLICITATIONS

As required by IC 5-22-3-7: Subrecipient and any principals of the Subrecipient certify that

- (A) Subrecipient, 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
- (8) Subrecipient will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

XXI. DRUG-FREE WORKPLACE

- A. Subrecipient will make a good faith effort to provide and maintain, during the term of this contract, a drug-free workplace. It will also give written notice to Center of Workforce Innovations, Inc. within ten (10) days after receiving actual notice, that Subrecipient or an employee of Subrecipient has been convicted of a criminal drug violation occurring in Subrecipient's workplace.
- B. Subrecipient agrees that this contract is expressly subject to the terms, conditions, and representations contained in the "Drug-Free Workplace Certification" executed by Center of Workforce Innovations, Inc. in conjunction with this contract which is appended hereto after "Signature Page".
- C. It is further expressly agreed that the failure of Subrecipient to, in good faith comply with the terms of the above paragraph shall constitute a material breach of this contract, and shall entitle Center of Workforce Innovations, Inc. to place Subrecipient on probation.
- D. Likewise Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 2001 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to

these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18.

XXII. LOBBYING ACTIVITIES

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, Subrecipient hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, Loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Subrecipient shall complete and submit "Standard Form-LLL", "Disclosure Form to Report Lobbying." If Subrecipient is required to submit "Standard Form-LLL," the form and instructions for preparation of the form may be obtained from State.
- C. Subrecipient shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

XXIII. DEBARMENT AND SUSPENSION

Subrecipient certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

XXIV. CONFLICT OF INTEREST

- A. Subrecipient will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B. Subrecipient will not participate in the selection, award or administration of any procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a

financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term "immediate family" will mean wife, husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.

- C. Subrecipient will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor.
- D. Subrecipient agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Subrecipient will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq., Subrecipient will not expose participants to surrounding 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.
- E. Pursuant to IC 22-4.5-7-6 and any regulations promulgated there under
 - i. Subrecipient hereby assures and certifies that the Subrecipient shall not provide One Stop Operator or Fiscal Agent services for the same regional area.
 - ii. Center of Workforce Innovations, Inc. acting as the One Stop Operator shall not contract with the Subrecipient to perform One Stop Operator duties.
 - iii. Subrecipient's contract shall be for one year, but may be extended (without competitive bid process) for a period of not more than 12 months after the original end date, contingent upon the quality of services. State standards for quality services will be established.
 - iv. Subrecipient or any representative of the Subrecipient shall not be a member of the Regional Workforce Board.

XXV. OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- A. Center of Workforce Innovations, Inc. shall have unlimited rights in data first produced or delivered in the performance of this contract (except for restricted computer software). This includes processes delivered or furnished under this contract, and all other data delivered under this contract.
- B. Subrecipient by obtaining permission/approval from Center of Workforce Innovations, Inc. has the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Subrecipient in the performance of this contract and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent in the below paragraph of the clause.

- C. Subrecipient by obtaining permission/approval may establish claim to copyright consisting in data first produced in the performance of this contract, except as otherwise provided in this contract. Subrecipient grants to Center of Workforce Innovations, Inc. and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Center of Workforce Innovations, Inc.
- D. Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of Center of Workforce Innovations and/or the Indiana Workforce Development upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the State Property Management Policy.

XXVI. AUTHORITY TO BIND

Notwithstanding, anything in this agreement to the contrary, the signatory for the Subrecipient represents that he/she has been duly authorized to execute this agreement on its behalf.

XXVII. WAVIER OF RIGHTS

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

XXVIII. SEYERABILITY

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

XXVIX. REMEDIES OT IMPAIRED

No delay or omission of Center of Workforce Innovations, Inc. exercising any right or remedy available under this agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence hereto.

XXX. FEDERAL PARTICIPATION

Pursuant to P, L. 103-333, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the activities funded through this agreement, Subrecipient shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with federal funds; 2) the dollar amount of federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXXI. RELATIONSHIP OF THE PARTIES

Center of Workforce Innovations, Inc. and Subrecipient acknowledge the separateness of

their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their respective employees shall be construed to be agents, employees or representatives of the other. Any contracts made using grant funds between Subrecipient and any third party are the sole responsibility of Subrecipient.

XXXII. CRIMINAL LIABILITY

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

XXXIII. COMPLETE AGREEMENT

This Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Subrecipient or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Subrecipient/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 employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Signature of Subrecipient

Title

SIGNATURE PAGE

IN WITNESS WHEREOF, "Subrecipient" and "Center of Workforce Innovations, Inc." have by duly authorized representatives entered Into this agreement.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

Wde t V • d • Se v . . / P S : en < : ,
Subrecipient Corporate Name

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B a J, ember Signature and Date

low Gold CEO
Typed Name/Title
- I / D . . p , 1 / c , □ e President
Typed Name/Title

□ orkforce Associate 219-462-2940
Printed Name of Contact Person for Contract and Phone Number

If the contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

FOR CENTER OF WORKFORCE INNOVATIONS, INC.

fwa, D □
Usa M, Daugherty, President and CEO

Date

TradeWinds Services, Inc.
WIOA Out of School Youth
ATTACHMENT A
July 1, 2024 - June 30, 2025

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Design, administer, and deliver services for out of school youth ages 16 - 24 throughout Lake and Porter County
- Staff must use the WorkOne brand for all customer & employer interactions, outreach, marketing, and placements
- Formal and public communication must follow guidelines set forth by CWI's communication and marketing department with media inquiries being referred to the Director of Marketing and Communications
- Recruit, Pre-screen, determine eligibility for youth desiring to participate in program services
- Serve 75 out of school youth during this program year. Active caseload sizes should represent the demographic of the area where service is located
- Provide objective and individualized assessment using an instrument as required by DWD and/or CWI to determine interests, barriers, skills, special needs or related information.
- Services and activities shall include development of or updating of career plan, career exploration and counseling, work readiness, work experience, occupational skills training, workshops, support services, case management, job search assistance, placement, and follow up
- Twenty percent of all funding must be spent on work based related activities
- Offer the 14 Program Elements
- Follow all policies and guidance as outlined for the Region 1 WIOA Youth customer as well as any policies related to the operation and maintenance of the WorkOne facility
- Comply with Equal Opportunity Policies and Guidelines
- Document all interactions with customers in the designated customer database including data collection, training and support obligations and de-obligations (No WIOA funds given may be used to support any other case management system)
- Maintain Confidentiality in regards to all data stored in the designated customer database
- Use the Region 1 ticketing system for all technology and MIS requests with customer records and references using the Case Management ID as opposed to SSN
- All document storage, retention or destruction, and security will be maintained and follow outlined document security process.
- Notify CWI about changes of contracted staff within 48 hours
- No field staff dedicated to this contract shall engage in a fee for service project or deliver services for a fee without the approval of CWI
- Respond to requests for information or input within 2 business days or otherwise designated time frame
- Provide monthly progress reports and other reports as requested with fiscal reporting due by the 7tr. of each month
- Assure that customer designated funds are managed in conjunction with CWI to ensure that the targeted expenditure rate of 95% is met

- Accept liability for all aspects of any funds under contract with CWI
- Responsible for assets purchased or allocated including maintaining an accurate inventory
- Participate in quarterly contract and programmatic meetings
- Meet or exceed the following youth performance metrics:

WIOA Performance Metrics*:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	78.5%
Education and Employment Rate 4 th Quarter After Exit	79.5%
Median Earnings	\$3,591
Credential Attainment	66.5%
Measurable Skills Gain	66.5%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	58%
Wage Change	\$4,000

*These are the tentative performance targets for PY24. Final performance targets will be provided when available



Completed Document Audit Report
Completed with SignWell.com

Title: CWI-25-008 WIOA Youth TradeWinds_Signed

Document ID: 6cf7009d-a478-4f65-9ba6-6a5a11f07908





Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI-25-008 WIOA Youth TradeWinds_Signed.pdf

Aug 22, 2024 16:25:08 CDT

Activity

 Jordan Burke IP: 50.240.130.17	created the document (jburke@cwicorp.com)	Aug 22, 2024 16:25:27 CDT
 Jordan Burke IP: 50.240.130.17	sent the document to ldaugherty@cwicorp.com	Aug 22, 2024 16:25:53 CDT
 Lisa Daugherty IP: 2601:249:4083:1d60:481d:ac85:c5f4:336f	first viewed document (ldaugherty@cwicorp.com)	Aug 25, 2024 17:20:50 CDT
 Lisa Daugherty IP: 2601:249:4083:1d60:481d:ac85:c5f4:336f	signed the document (ldaugherty@cwicorp.com)	Aug 25, 2024 17:21:06 CDT



CONTRACT FOR SERVICES

This agreement, **#CWI-25-009** entered into by and between **Center of Workforce Innovations, Inc. (CWI)** and **Mental Health America of Northwest Indiana**, (hereinafter referred to as "*Subrecipient*") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to provide funding to Subrecipient so that Subrecipient may provide the services and activities as listed in the Attachment as described under the Workforce Innovation and Opportunity Act (WIOA) and in keeping with all local Northwest Indiana Workforce Board policies/procedures.

The overall intent of the Workforce Innovation and Opportunity Act Funds is to not only provide services to the workforce and employers, but also to develop a local One Stop system and incorporate all partner organizations into the design. To this end the Subrecipient will be held accountable to work directly and in a cooperative fashion with Center of Workforce Innovations as the One Stop Operator to develop this system, address continuous improvements and constantly seek innovations that will keep the overall workforce investment system current and responsive to local needs. All offices, signage, marketing, and materials must represent the Region 1 WorkOne system as approved rather than the contracting organization.

Center of Workforce Innovations, Inc. as the One Stop Operator oversees the service delivery system for the seven counties in Economic Growth Region (EGR) 1. Our initiative requires the Subrecipient to seamlessly manage client services and offer or provide access to all aspects of locally approved plan of services to WIOA youth customers.

CWI expects the Subrecipient's work to support the accomplishment of the following strategic objectives:

- 1)** Offer the youth and employers in our area the highest quality and most responsive employment and training services available within the state.
- 2)** Increase information through the use of anecdotal examples available to CWI.
- 3)** Coordinate services between programs, schools, other youth providers and One Stop Partners.
- 4)** Provide required information and comply with all reporting requirements and deadlines imposed by CWI, the One Stop Operator and the Northwest Indiana Workforce Board

(NWIWB) to satisfy the Department of Labor and Indiana Workforce Development through the use of local reports, MIS management and regular performance tracking and accountability.

- 5) Streamline operations to ensure that minimal duplication occurs either between programs or partner organizations.
- 6) Meet all program standards set forth while remaining within the minimum and maximum expenditures set forth by the terms of this contract.
- 7) Remain current with and in compliance with all CWI, NWIWB, Indiana Workforce Development, and Department of Labor policies.

II. **GENERAL TERMS**

- A. See Attachment A for Program Requirements, General Needs and Technical Requirements, and required linkages with other systems.
- B. Center of Workforce Innovations, Inc. acting as the One Stop Operator is sole party to the contract with the Subrecipient.
- C. This agreement shall become active as of **July 1, 2024** and remain in effect through **June 30, 2025**. Any funds remaining at Program Year end date return to Center of Workforce Innovations, Inc.
- D. Subrecipient must operate a service delivery system capable of offering Youth services (including the 14 core elements required for youth programming under the Workforce Innovation and Opportunity Act). These services are generally offered in all locations throughout Northwest Indiana.
- E. Subrecipient shall be reimbursed by Center of Workforce Innovations, Inc. for agreed upon costs incurred by Subrecipient in conducting activities pursuant to this agreement and included herewith as referenced above. Subrecipient may be reimbursed through this agreement in an amount not to exceed the total amount of **\$157,500 (One Hundred Fifty-Seven Thousand Five Hundred Dollars)**. In addition, the total amount will be divided into the following categories:

WIOA In School and Out of School Youth \$157,500

- F. Subrecipient shall fully comply with the requirements of the Workforce Innovation and Opportunity Act, Approved Case Management System Guidance, Trade Assistant rules, Wagner Peyser regulations, and all State and Federal regulations issued pursuant to the Act, and with all policies determined applicable by Center of Workforce Innovations, Inc. and agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Subrecipient and approved by Center of Workforce Innovations, Inc. for the purpose of obtaining funding through this

agreement.

- G. Subrecipient will provide the services described in Attachment A of this agreement.
- H. Subrecipient will meet the performance objectives as contained this agreement.
- I. All expenditures of funds under this agreement will be in accordance with the budget of the contract and with the laws, regulations, and policies issued by Department of Labor, Indiana Workforce Development, and Center of Workforce Innovations, Inc. Subrecipient will comply with local minimum expenditure policy.
- J. Subrecipient and its subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with Center of Workforce Innovations and/or Indiana Workforce Development, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Subrecipient or its subcontractors violate any applicable ethical standards, Center of Workforce Innovations may, in its sole discretion, terminate this contract immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under Indiana Code 4-2-6-12, 35–44.1-1-4, and under other applicable laws.
- K. The Subrecipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- L. The Subrecipient 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 Center of Workforce Innovations of any such actions. During the term of such actions, the Subrecipient agrees that Center of Workforce Innovations may suspend funding under this Agreement. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and Center of Workforce Innovations decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that Center of Workforce Innovations may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

III. **SPECIFIC TERMS**

- A. Subrecipient shall operate a program in each location that provides services to all eligible youth customers. Case management is handled in the State of Indiana designated system(s) currently called Indiana Career Connect (ICC). Subrecipient agrees to utilize the data and case management system as authorized by the funder and /or CWI to track and manage program

eligible/enrolled individuals. The information and referral customers will be tracked as referrals and as basic customers in the approved case management and public labor exchange system. Subrecipient and all employees associated with this contract agree to sign the confidentiality statement regarding the access and use of Department of Workforce Development data which may contain types of confidential information.

- B.** Subrecipient agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Center of Workforce Innovations, Inc., as the primary party of this contract, becomes dissatisfied with the work of, or working relationship with, those individuals assigned to perform services under this agreement, Center of Workforce Innovations, Inc. may request the replacement of any or all such individuals or may terminate this agreement in accordance with section VII.
- C.** The Subrecipient and Center of Workforce Innovations, Inc. agree to act in good faith to fully cooperate and communicate with each other in carrying out the terms of this agreement in order to achieve the goals of Region 1 as an integrated workforce system including all WIOA programs.
- D.** The Subrecipient agrees to identify that their program is partially funded by Center of Workforce Innovations and/or Indiana Workforce Development and/or the Northwest Indiana Workforce Board in any publicity, marketing, or media events as the sponsoring organizations. Program publicity should be brought to the attention of CWI staff prior to its access by the general public. All materials must be published clearly as a WorkOne brand.
- E.** The Subrecipient must file the State of Indiana E1 (Entity Annual Report) form with the State Board of Accounts within the required timeframe. Failure to do so may result in suspension and/or termination of funding.

IV. ADMINISTRATION OF FUNDS

- A.** Subrecipient shall be paid monthly for reimbursement costs incurred by Subrecipient as allowable by the funding source. The costs that may be claimed for reimbursement include fair share of staff salaries, rent and overhead costs, and customer service delivery as identified in Section 1. In addition, Subrecipient agrees to abide by the CWI policy guidance on Procurement, Minimum Expenditures and use of funds for Sub Providers. Subrecipient will provide relevant expense documentation as requested by CWI.
- B.** The parties agree that Center of Workforce Innovations, Inc.'s payment through this contract is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this agreement, Center of Workforce Innovations, Inc. is under no obligation to make payment hereunder except for services already provided and to the extent that funds are available.

- C. Center of Workforce Innovations is exempt from state, federal, and local taxes. Center of Workforce Innovations will not be responsible for any taxes levied as a result of this contract.
- D. Subrecipient represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of all funds awarded to the Subrecipient by Center of Workforce Innovations and received from separate funding sources.
- E. Subrecipient shall maintain financial and accounting records, which identify costs attributable to each service specified in Sections 1 and 2. Subrecipient shall further maintain written, direct cost methodologies, which identify procedures for attributing costs to each account. More restrictive fiscal accountability may be required of Subrecipient by Center of Workforce Innovations, Inc. should it be determined that Subrecipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.
- F. Nonprofit organizations are required to follow 29 CFR 95.22, 29 CFR 97.21 and DWD policy 1998-11 requirements for cash management. The regulations state that recipients and sub-recipients must maintain a financial management system and written policies to ensure that the time elapsing between receipt of funds and disbursement is minimized. Program income must be used prior to requesting grant funds from the State of Indiana or Department of Labor. Grant fund cash must be maintained in an interest bearing account. Subrecipient will follow written cash management policies and procedures to ensure compliance with all local, state and federal regulations.
- G. Subrecipient shall maintain the funds received from Center of Workforce Innovations, Inc. pursuant to this agreement for employment and training activities under separate identifiable accounts and shall use the funds solely for the purposes set forth in this agreement, in accordance with the terms of this agreement and in the Attachment section.
- H. Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflects all costs incurred by Subrecipient pursuant to this agreement. Subrecipient shall manage all funds received through this agreement in accordance with the cost principles identified in office of Management and Budget Circulars A-87 (Government Entities), A-122 (Nonprofit Organizations), A-21 (Educational Institutions), or 48 C.F.R. Part 31 (For-Profit Entities).
- I. Subrecipient agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- J. No costs may be incurred against this agreement by Subrecipient before the start date and after the expiration date previously specified.

- K. Subrecipient shall, upon written demand by Center of Workforce Innovations, Inc., be required to repay Center of Workforce Innovations, Inc. all sums paid by Center of Workforce Innovations, Inc. to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, Center of Workforce Innovations, Inc. shall have the right to off set such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount. Furthermore, Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees harmless from any and all claims, damages, costs and causes of action that may result from audit exception or cost disallowance.
- L. Subrecipient shall, upon request of Center of Workforce Innovations, Inc. administer evaluations of service provided and submit such evaluations to Center of Workforce Innovations, Inc. as prescribed.
- M. Subrecipient will comply with minimum expenditure levels set by Center of Workforce Innovations.

V. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. Subrecipient shall maintain such records as required by WIOA legislation, the U.S. Department of Labor, State of Indiana, and Center of Workforce Innovations, Inc. to ensure the integrity of financial transactions, to enable Center of Workforce Innovations, Inc. to evaluate and determine the effectiveness of program activities and to meet Federal reporting requirements.
- B. Subrecipient 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. Subrecipient 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.
- C. Subrecipient will ensure an objectively procured annual financial audit of each funding source. The cost of this audit is the responsibility of the Subrecipient and a final audit report and all action due within 6 months of Subrecipient's fiscal year end date.
- D. Subrecipient will make available to Center of Workforce Innovations, Inc. the Secretary of Labor, the Comptroller General of the United States or any duly authorized representative any books, documents, papers, and records which are directly related to the Subrecipient's program.
- E. Subrecipient shall maintain all records relative henceforth during the effective period of this

agreement and for a period of three (3) years from the date Subrecipient submits to Center of Workforce Innovations, Inc. its final financial status report pursuant to this agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this agreement begins on the date of the disposition, replacement or transfer of such equipment.

- F. Subrecipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit or inspection conducted by authorized representatives of the State of Indiana or the United States Government.
- G. Subrecipient agrees that Center of Workforce Innovations, Inc. has the right to make recommendations and findings in connection with any monitoring or audit of Subrecipient's operations, and Subrecipient agrees to comply with any corrective actions specified by Center of Workforce Innovations, Inc., within the time limits established by Center of Workforce Innovations, Inc.
- H. Following any monitoring visit by Center of Workforce Innovations, Inc. to Subrecipient, and including state and/or federal monitoring, Center of Workforce Innovations, Inc. will provide a written report to Subrecipient. Center of Workforce Innovations, Inc.'s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Subrecipient. In the event that specific corrective action is required, Subrecipient will have thirty (30) days from the receipt of the directions to comply unless a different time period for correction is specified by Center of Workforce Innovations, Inc. A failure of Subrecipient to comply with Center of Workforce Innovations, Inc.'s specific directions will be treated as a breach of this agreement. In the case of a dispute Center of Workforce Innovations, Inc. and Subrecipient will meet at the earliest convenience to resolve the issue in question.
- I. Subrecipient will provide to Center of Workforce Innovations, Inc. and update as necessary, the Subrecipient's personnel policy and job descriptions and organizational chart, which apply to the employees involved in the operation of this program.

VI. MODIFICATION

- A. Center of Workforce Innovations, Inc. has the right to revise or modify this agreement in whole or in part based on its funding and planning under the State of Indiana and WIOA legislation. Center of Workforce Innovations, Inc. shall have the right to modify this agreement in the instance of inadequate funding levels provided to Center of Workforce Innovations, Inc. upon giving a thirty (30) day written note to the Subrecipient.
- B. All modifications to this agreement must be in writing.
- C. Requests from the Subrecipient for interpretations or modifications must be made in writing to Center of Workforce Innovations, Inc.

VII. SUSPENSION AND TERMINATION

- A.** Notwithstanding other termination provisions in this agreement, either party may terminate this agreement by providing the other party with written notice at least thirty (30) days in advance, before such termination is to occur and specifying the date of termination.
- B.** Center of Workforce Innovations, Inc. has the right to terminate this agreement in the event there are inadequate funds provided to Center of Workforce Innovations, Inc. upon giving of thirty (30) days written notice to Subrecipient.
- C.** Center of Workforce Innovations, Inc. has the right to recommend corrective action and any timeframe necessary to achieve this action in the event that it identifies Subrecipient deficiencies. The Subrecipient will then have the opportunity to demonstrate within a mutually agreed upon timeframe that the action needed to correct has been taken and the deficiency no longer exists. The time during which the Subrecipient is making the required corrective action or immediately proceeding this action will be considered a probationary period for the Subrecipient. Probation will allow Center of Workforce Innovations, Inc. to more closely scrutinize the operations, finances, and conformance of the Subrecipient.
- D.** Center of Workforce Innovations, Inc. has the right to terminate this agreement in accordance with the provisions of probation as stated in the previous paragraph.
- E.** If Center of Workforce Innovations, Inc. determines that substantial non-performance or violation of this contract or of the provisions of the Workforce Innovation and Opportunity Act or other applicable laws is especially severe, Center of Workforce Innovations, Inc. or Subrecipient has the right to terminate this agreement without a probationary period. In such an instance, Subrecipient will be provided, written notice by Center of Workforce Innovations, Inc. of the effective date of termination and reasons for the termination.
- F.** Subrecipient agrees that Center of Workforce Innovations, Inc. may terminate this agreement if Subrecipient ceases doing business for any reason. Center of Workforce Innovations, Inc. will notify Subrecipient of termination in writing. The termination shall be effective from the date Subrecipient ceases doing business.
- G.** The parties acknowledge and agree that this contract may be terminated immediately by either party should the other party attempt to assign, transfer, convey or encumber this contract in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.
- H.** Upon expiration or termination of this agreement, Center of Workforce Innovations, Inc. may require that all documents including, but not limited to, client files, data, studies, and reports, prepared by Subrecipient pursuant to this agreement, be delivered to Center of Workforce Innovations, Inc. Center of Workforce Innovations, Inc. may require the transfer of

records or property to its own offices or to a designated successor.

- I. In the event, that Center of Workforce Innovations, Inc. is terminated as the One Stop Operator, the Regional Workforce Board will be assigned this contract and the Regional Workforce Board can then make a new assignment of its interest in the contract to the new One Stop Operator. The new One Stop Operator is required to continue the contract with the current Subrecipient or if a new contract needs to be written, the One Stop Operator is allowed to sole source to the current Subrecipient, pursuant to all other terms of their original contract.

VIII. CONFIDENTIALITY

The parties agree that all information, including but not limited to client information, received by Subrecipient or its subcontractors in administering the terms and provisions of this agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this agreement and the requirements of all other applicable state or federal laws, rules and regulations.

IX. INDEMNIFICATION

Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees. Furthermore, Subrecipient holds Center of Workforce Innovations, Inc. harmless from any and all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of the Subrecipient in the performance of this contract.

X. INSURANCE AND BONDING

- A. Subrecipient shall, at its sole cost and expense, provide comprehensive and general liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$1,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to Center of Workforce Innovations, Inc., shall name Center of Workforce Innovations as an additional insured, and shall also contain a provision for at least ten (10) days' notice to Center of Workforce Innovations, Inc. of cancellation. Subrecipient shall provide Center of Workforce Innovations, Inc. with a Certificate evidencing such insurance prior to the release of any funds. Failure to maintain such insurance shall result in the termination of this agreement.
- B. Subrecipient shall provide a fidelity bond in the amount of (i) \$100,000 or (ii) the highest single total disbursement planned pursuant to this contract and all other contracts or grants outstanding to Subrecipient, whichever is higher, and covering all persons responsible for handling funds received or disbursed under this contract. The bond must show Center of

Workforce Innovations, Inc. as **the obligee**. It shall be the Subrecipient's responsibility to see that all persons handling funds under this contract are bondable. Failure to provide such evidence to Center of Workforce Innovations, Inc. shall result in termination of this contract and any funds awarded hereunder.

XI. FEES

Subrecipient and its subcontractors shall impose no fees upon the recipients of any services provided through this agreement except as explicitly authorized by Center of Workforce Innovations, Inc.

XII. PROGRAM AND OTHER INCOME

Any program income earned by Subrecipient from activities conducted with funds obtained through this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and Federal program rules, rebates, regulations, and policies. Interest on any grant funds, rebates, credits, discounts and refunds earned by Subrecipient on funds provided pursuant to this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations and policies. Subrecipient must maintain and provide to Center of Workforce Innovations, Inc. and/or its fiscal agent an accounting of all program income, interest, rebates, credits, discounts, and refunds earned as a result of funds being provided through this agreement.

XIII. LICENSING STANDARDS

Subrecipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this agreement. Center of Workforce Innovations shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify Center of Workforce Innovations, Inc. immediately thereof.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Center of Workforce Innovations in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violation must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Subrecipient will comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so is a material breach of the contract and grounds for immediate termination of the contract.

XIV. ELIGIBILITY, APPEALS AND DISPUTES

- A.** The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria, policies, and operating procedures.
- B.** Center of Workforce Innovations, Inc. and Subrecipient agree to maintain procedures in accordance with state and federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal. Such procedures shall provide for expeditious resolution of grievances by Subrecipient's personnel at the decision-making level who have authority to initiate corrective action.
- C.** Subrecipient agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this agreement which are not affected by a dispute. Should Subrecipient fail to continue without delay to perform its responsibilities under this agreement in the accomplishment of all non-disputed work, any additional costs incurred by Subrecipient or Center of Workforce Innovations, Inc. or its fiscal agent as a result of such failure to proceed shall be borne by Subrecipient, and Subrecipient shall make no claim against Center of Workforce Innovations, Inc. nor its fiscal agent for such costs.
- D.** Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in the following order: (1) this Contract and (2) Attachments prepared by Center of Workforce Innovations.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that the Subrecipient has enrolled and is participating in the E-Verify program; has provided documentation to Center of Workforce Innovations that it has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien. Center of Workforce Innovations may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

XVI. AFFIRMATIVE ACTION

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

XVII. NON-DISCRIMINATION

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
- (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to

carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- B.** Accessibility and Reasonable Accommodation pursuant to federal WIOA regulations, the Subrecipient will assure that the following is provided in the One-Stop delivery systems.
- i) Facilities and programs which are architecturally and programmatically accessible
 - ii) Reasonable accommodations for individuals with disabilities
 - iii) Cost allocation method for making reasonable accommodations (i.e shared or paid by one entity)
- C.** The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.
- D.** Furthermore, the parties agree that all brochures, pamphlets, and other publications which promote WIOA programs must include the following language: "This WIOA Title 1-funded program/activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities" Where a telephone number is provided, the materials must also include a TTD/TTY or relay service number.'
- E.** It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.
- F.** Subrecipient agrees to abide by and comply with all terms and conditions set forth in servicing Limited English Proficiency customers.

XVIII. RELIGIOUS ACTIVITIES

Subrecipient agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

XVIX. POLITICAL ACTIVITY

Subrecipient certifies that the funding provided by Center of Workforce Innovations, Inc. through this agreement shall not be used to further any type of political or voter activity.

XX. TELEPHONE SOLICITATIONS

As required by IC 5-22-3-7: Subrecipient and any principals of the Subrecipient certify that

- (A) Subrecipient, 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) Subrecipient will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

XXI. DRUG-FREE WORKPLACE

- A. Subrecipient will make a good faith effort to provide and maintain, during the term of this contract, a drug-free workplace. It will also give written notice to Center of Workforce Innovations, Inc. within ten (10) days after receiving actual notice, that Subrecipient or an employee of Subrecipient has been convicted of a criminal drug violation occurring in Subrecipient's workplace.
- B. Subrecipient agrees that this contract is expressly subject to the terms, conditions, and representations contained in the "Drug-Free Workplace Certification" executed by Center of Workforce Innovations, Inc. in conjunction with this contract which is appended hereto after "Signature Page".
- C. It is further expressly agreed that the failure of Subrecipient to, in good faith comply with the terms of the above paragraph shall constitute a material breach of this contract, and shall entitle Center of Workforce Innovations, Inc. to place Subrecipient on probation.
- D. Likewise Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 2001 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that

smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18.

XXII. LOBBYING ACTIVITIES

- A.** Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, Subrecipient hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Subrecipient shall complete and submit "Standard Form-LLL", "Disclosure Form to Report Lobbying." If Subrecipient is required to submit "Standard Form-LLL," the form and instructions for preparation of the form may be obtained from State.
- C.** Subrecipient shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

XXIII. DEBARMENT AND SUSPENSION

Subrecipient certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

XXIV. CONFLICT OF INTEREST

- A.** Subrecipient will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B.** Subrecipient will not participate in the selection, award or administration of any procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a

financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term “immediate family” will mean wife, husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.

- C. Subrecipient will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor.
- D. Subrecipient agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Subrecipient will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq., Subrecipient will not expose participants to surrounding 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.
- E. Pursuant to IC 22-4.5-7-6 and any regulations promulgated there under
 - i. Subrecipient hereby assures and certifies that the Subrecipient shall not provide One Stop Operator or Fiscal Agent services for the same regional area.
 - ii. Center of Workforce Innovations, Inc. acting as the One Stop Operator shall not contract with the Subrecipient to perform One Stop Operator duties.
 - iii. Subrecipient’s contract shall be for one year, but may be extended (without competitive bid process) for a period of not more than 12 months after the original end date, contingent upon the quality of services. State standards for quality services will be established.
 - iv. Subrecipient or any representative of the Subrecipient shall not be a member of the Regional Workforce Board.

XXV. OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- A. Center of Workforce Innovations, Inc. shall have unlimited rights in data first produced or delivered in the performance of this contract (except for restricted computer software). This includes processes delivered or furnished under this contract, and all other data delivered under this contract.
- B. Subrecipient by obtaining permission/approval from Center of Workforce Innovations, Inc. has the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Subrecipient in the performance of this contract and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent in the below paragraph of the clause.

- C. Subrecipient by obtaining permission/approval may establish claim to copyright consisting in data first produced in the performance of this contract, except as otherwise provided in this contract. Subrecipient grants to Center of Workforce Innovations, Inc. and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Center of Workforce Innovations, Inc.
- D. Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of Center of Workforce Innovations and/or the Indiana Workforce Development upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the State Property Management Policy.

XXVI. AUTHORITY TO BIND

Notwithstanding, anything in this agreement to the contrary, the signatory for the Subrecipient represents that he/she has been duly authorized to execute this agreement on its behalf.

XXVII. WAVIER OF RIGHTS

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

XXVIII. SEVERABILITY

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

XXXIV. REMEDIES NOT IMPAIRED

No delay or omission of Center of Workforce Innovations, Inc. exercising any right or remedy available under this agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence hereto.

XXX. FEDERAL PARTICIPATION

Pursuant to P. L. 103-333, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the activities funded through this agreement, Subrecipient shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with federal funds; 2) the dollar amount of federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXXI. RELATIONSHIP OF THE PARTIES

Center of Workforce Innovations, Inc. and Subrecipient acknowledge the separateness of

their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their respective employees shall be construed to be agents, employees or representatives of the other. Any contracts made using grant funds between Subrecipient and any third party are the sole responsibility of Subrecipient.

XXXII. CRIMINAL LIABILITY

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

XXXIII. COMPLETE AGREEMENT

This Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Subrecipient or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Subrecipient/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 employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Andrea Sherwin

President & CEO

Signature of Subrecipient

Title

SIGNATURE PAGE

IN WITNESS WHEREOF, "Subrecipient" and "Center of Workforce Innovations, Inc." have by duly authorized representatives entered into this agreement.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

Mental Health America of Northwest Indiana

Subrecipient Corporate Name

5311 Hohman Ave, Hammond, IN 46320

Subrecipient Mailing Address

Andrea Sherwin

07/18/2024

Andrea Sherwin/President & CEO

Subrecipient CEO/ Exec. Director Signature and Date

Typed Name/Title

Board Member Signature and Date

Typed Name/Title

Tammy Stump, Senior Workforce Associate 219-462-2940

Printed Name of Contact Person for Contract and Phone Number

If the contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

FOR CENTER OF WORKFORCE INNOVATIONS, INC.

Lisa Daugherty

Lisa M. Daugherty, President and CEO

07/19/2024

Date

Mental Health America of Northwest Indiana
WIOA Out of School Youth
WIOA In School Youth
ATTACHMENT A
July 1, 2024 – June 30, 2025

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Design, administer, and deliver services for out of school youth ages 16 – 24
Designated service delivery area: Region 1
- Recruit, pre-screen, and determine eligibility for youth desiring to participate in program services
- Serve 45 youth during this program year. This includes new enrollments and carry in participants. Active caseload sizes should represent the demographic of the area where service is located
- Provide objective and individualized assessment using an instrument/s as required by DWD and/or CWI to determine interests, barriers, skills, special needs or related information.
- Services and activities shall include development of and/or updating of career plan and addendum for incentives, career exploration and counseling, work readiness, work experience, support services, case management, job search assistance, placement, and one year of follow up upon official exit from the program
- Twenty percent of all funding must be spent on work based related activities
- Offer the 14 Program Elements
- Staff must use the NextGen and WorkOne brand for all client & employer interactions, outreach, marketing, and placements
- Formal and public communication must follow guidelines set forth by CWI's communication and marketing department with media inquiries being referred to the Director of Marketing and Communications
- Follow all policies and guidance as outlined for the Region 1 WIOA Youth customer as well as any policies related to the operation and maintenance of the WorkOne facility
- Comply with Equal Opportunity Policies and Guidelines
- Document all interactions with clients in the designated casemanagement database including data collection, work experience, training, support, and incentive obligations and de-obligations (No WIOA funds given may be used to support any other case management system)
- Maintain confidentiality in regard to all data stored in the designated customer database
- Use the Region 1 ticketing system for all technology and MIS requests with customer records and references using the Case Management ID as opposed to SSN

- All document storage, retention or destruction, and security will be maintained and follow outlined document security process.
- Notify CWI about changes of contracted staff within 48 hours
- No field staff dedicated to this contract shall engage in a fee for service project or deliver services for a fee without the approval of CWI
- Respond to requests for information or input within 2 business days or otherwise designated time frame
- Provide monthly progress reports and other reports as requested
- Provide fiscal reports by the 7th of each month
- Assure that customer designated funds are managed in conjunction with CWI to ensure that the targeted expenditure rate of 95% is met
- Accept liability for all aspects of any funds under contract with CWI
- Responsible for assets purchased or allocated including maintaining an accurate inventory
- Participate in quarterly contract and performance meetings as well as any other youth provider meetings
- Participate in regional training as required
- Select a representative to attend the One Stop Operator meetings
- Meet or exceed the following youth performance metrics:

WIOA Performance Metrics*:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	78.5%
Education and Employment Rate 4 th Quarter After Exit	79.5%
Median Earnings	\$3,591
Credential Attainment	66.5%
Measurable Skills Gain	66.5%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	58%
Wage Change	\$4,000

*These are the tentative performance targets for PY24. Final performance targets will be provided when available.



Completed Document Audit Report
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Title: **CWI-25-009 MHANWI**





Document ID: ddb66029-6483-407f-9d7a-322eba14cf47

Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI-25-009 MHANWI.pdf Jul 18, 2024 15:49:36 CDT

Activity

 Jordan Burke IP: 50.240.130.17	created the document	Jul 18, 2024 15:51:24 CDT
 Jordan Burke IP: 50.240.130.17	sent the document to asherwin@mhanwi.org	Jul 18, 2024 15:52:10 CDT
 Andrea Sherwin IP: 96.87.68.60	first viewed document	Jul 18, 2024 16:40:24 CDT
 Andrea Sherwin IP: 96.87.68.60	signed the document	Jul 18, 2024 16:42:04 CDT



Completed Document Audit Report

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Title: CWI-25-009_MHANWI_andrea_sherwin

Document ID: c578d36c-ed74-4fdb-815c-f92f84cb671e





Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI-25-009_MHANWI_andrea_sherwin.pdf

Jul 19, 2024 08:36:11 CDT

Activity

 Jordan Burke	created the document	Jul 19, 2024 08:36:23 CDT
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 Jordan Burke	sent the document to ldaugherty@cwicorp.com	Jul 19, 2024 08:37:12 CDT
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 Lisa Daugherty	first viewed document	Jul 19, 2024 08:48:26 CDT
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 Lisa Daugherty	signed the document	Jul 19, 2024 08:49:09 CDT



CONTRACT FOR SERVICES

This agreement, **#CWI-25-011** entered into by and between **Center of Workforce Innovations, Inc. (CWI)** and **Geminus Corporation** (hereinafter referred to as "*Subrecipient*") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to provide funding to Subrecipient so that Subrecipient may provide the services and activities as listed in the Attachment as described under the Workforce Innovation and Opportunity Act (WIOA) and in keeping with all local Northwest Indiana Workforce Board policies/procedures.

The overall intent of the Workforce Innovation and Opportunity Act Funds is to not only provide services to the workforce and employers, but also to develop a local One Stop system and incorporate all partner organizations into the design. To this end the Subrecipient will be held accountable to work directly and in a cooperative fashion with Center of Workforce Innovations as the One Stop Operator to develop this system, address continuous improvements and constantly seek innovations that will keep the overall workforce investment system current and responsive to local needs. All offices, signage, marketing, and materials must represent the Region 1 WorkOne system as approved rather than the contracting organization.

Center of Workforce Innovations, Inc. as the One Stop Operator oversees the service delivery system for the seven counties in Economic Growth Region (EGR) 1. Our initiative requires the Subrecipient to seamlessly manage client services and offer or provide access to all aspects of locally approved plan of services to WIOA youth customers.

CWI expects the Subrecipient's work to support the accomplishment of the following strategic objectives:

- 1)** Offer the youth and employers in our area the highest quality and most responsive employment and training services available within the state.
- 2)** Increase information through the use of anecdotal examples available to CWI.
- 3)** Coordinate services between programs, schools, other youth providers and One Stop Partners.
- 4)** Provide required information and comply with all reporting requirements and deadlines imposed by CWI, the One Stop Operator and the Northwest Indiana Workforce Board

(NWIWB) to satisfy the Department of Labor and Indiana Workforce Development through the use of local reports, MIS management and regular performance tracking and accountability.

- 5) Streamline operations to ensure that minimal duplication occurs either between programs or partner organizations.
- 6) Meet all program standards set forth while remaining within the minimum and maximum expenditures set forth by the terms of this contract.
- 7) Remain current with and in compliance with all CWI, NWIWB, Indiana Workforce Development, and Department of Labor policies.

II. **GENERAL TERMS**

- A. See Attachment A for Program Requirements, General Needs and Technical Requirements, and required linkages with other systems.
- B. Center of Workforce Innovations, Inc. acting as the One Stop Operator is sole party to the contract with the Subrecipient.
- C. This agreement shall become active as of **July 1, 2024** and remain in effect through **June 30, 2025**. Any funds remaining at Program Year end date return to Center of Workforce Innovations, Inc.
- D. Subrecipient must operate a service delivery system capable of offering Youth services (including the 14 core elements required for youth programming under the Workforce Innovation and Opportunity Act). These services are generally offered in all locations throughout Northwest Indiana.
- E. Subrecipient shall be reimbursed by Center of Workforce Innovations, Inc. for agreed upon costs incurred by Subrecipient in conducting activities pursuant to this agreement and included herewith as referenced above. Subrecipient may be reimbursed through this agreement in an amount not to exceed the total amount of **\$182,500 (One Hundred Eighty Two Thousand Five Hundred Dollars)**. In addition, the total amount will be divided into the following categories:

WIOA In School Youth \$182,500

- F. Subrecipient shall fully comply with the requirements of the Workforce Innovation and Opportunity Act, Approved Case Management System Guidance, Trade Assistant rules, Wagner Peyser regulations, and all State and Federal regulations issued pursuant to the Act, and with all policies determined applicable by Center of Workforce Innovations, Inc. and agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Subrecipient and approved by Center of Workforce Innovations, Inc. for the purpose of obtaining funding through this

agreement.

- G. Subrecipient will provide the services described in Attachment A of this agreement.
- H. Subrecipient will meet the performance objectives as contained this agreement.
- I. All expenditures of funds under this agreement will be in accordance with the budget of the contract and with the laws, regulations, and policies issued by Department of Labor, Indiana Workforce Development, and Center of Workforce Innovations, Inc. Subrecipient will comply with local minimum expenditure policy.
- J. Subrecipient and its subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with Center of Workforce Innovations and/or Indiana Workforce Development, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Subrecipient or its subcontractors violate any applicable ethical standards, Center of Workforce Innovations may, in its sole discretion, terminate this contract immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under Indiana Code 4-2-6-12, 35–44.1-1-4, and under other applicable laws.
- K. The Subrecipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- L. The Subrecipient 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 Center of Workforce Innovations of any such actions. During the term of such actions, the Subrecipient agrees that Center of Workforce Innovations may suspend funding under this Agreement. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and Center of Workforce Innovations decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that Center of Workforce Innovations may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

III. SPECIFIC TERMS

- A. Subrecipient shall operate a program in each location that provides services to all eligible youth customers. Case management is handled in the State of Indiana designated system(s) currently called Indiana Career Connect (ICC). Subrecipient agrees to utilize the data and case

management system as authorized by the funder and /or CWI to track and manage program eligible/enrolled individuals. The information and referral customers will be tracked as referrals and as basic customers in the approved case management and public labor exchange system. Subrecipient and all employees associated with this contract agree to sign the confidentiality statement regarding the access and use of Department of Workforce Development data which may contain types of confidential information.

- B.** Subrecipient agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Center of Workforce Innovations, Inc., as the primary party of this contract, becomes dissatisfied with the work of, or working relationship with, those individuals assigned to perform services under this agreement, Center of Workforce Innovations, Inc. may request the replacement of any or all such individuals or may terminate this agreement in accordance with section VII.
- C.** The Subrecipient and Center of Workforce Innovations, Inc. agree to act in good faith to fully cooperate and communicate with each other in carrying out the terms of this agreement in order to achieve the goals of Region 1 as an integrated workforce system including all WIOA programs.
- D.** The Subrecipient agrees to identify that their program is partially funded by Center of Workforce Innovations and/or Indiana Workforce Development and/or the Northwest Indiana Workforce Board in any publicity, marketing, or media events as the sponsoring organizations. Program publicity should be brought to the attention of CWI staff prior to its access by the general public. All materials must be published clearly as a WorkOne brand.
- E.** The Subrecipient must file the State of Indiana E1 (Entity Annual Report) form with the State Board of Accounts within the required timeframe. Failure to do so may result in suspension and/or termination of funding.

IV. ADMINISTRATION OF FUNDS

- A.** Subrecipient shall be paid monthly for reimbursement costs incurred by Subrecipient as allowable by the funding source. The costs that may be claimed for reimbursement include fair share of staff salaries, rent and overhead costs, and customer service delivery as identified in Section 1. In addition, Subrecipient agrees to abide by the CWI policy guidance on Procurement, Minimum Expenditures and use of funds for Sub Providers. Subrecipient will provide relevant expense documentation as requested by CWI.
- B.** The parties agree that Center of Workforce Innovations, Inc.'s payment through this contract is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this agreement, Center of Workforce Innovations, Inc. is under no obligation to make payment hereunder except for services already provided and to the extent that funds are available.

- C. Center of Workforce Innovations is exempt from state, federal, and local taxes. Center of Workforce Innovations will not be responsible for any taxes levied as a result of this contract.
- D. Subrecipient represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of all funds awarded to the Subrecipient by Center of Workforce Innovations and received from separate funding sources.
- E. Subrecipient shall maintain financial and accounting records, which identify costs attributable to each service specified in Sections 1 and 2. Subrecipient shall further maintain written, direct cost methodologies, which identify procedures for attributing costs to each account. More restrictive fiscal accountability may be required of Subrecipient by Center of Workforce Innovations, Inc. should it be determined that Subrecipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.
- F. Nonprofit organizations are required to follow 29 CFR 95.22, 29 CFR 97.21 and DWD policy 1998-11 requirements for cash management. The regulations state that recipients and sub-recipients must maintain a financial management system and written policies to ensure that the time elapsing between receipt of funds and disbursement is minimized. Program income must be used prior to requesting grant funds from the State of Indiana or Department of Labor. Grant fund cash must be maintained in an interest bearing account. Subrecipient will follow written cash management policies and procedures to ensure compliance with all local, state and federal regulations.
- G. Subrecipient shall maintain the funds received from Center of Workforce Innovations, Inc. pursuant to this agreement for employment and training activities under separate identifiable accounts and shall use the funds solely for the purposes set forth in this agreement, in accordance with the terms of this agreement and in the Attachment section.
- H. Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflects all costs incurred by Subrecipient pursuant to this agreement. Subrecipient shall manage all funds received through this agreement in accordance with the cost principles identified in office of Management and Budget Circulars A-87 (Government Entities), A-122 (Nonprofit Organizations), A-21 (Educational Institutions), or 48 C.F.R. Part 31 (For-Profit Entities).
- I. Subrecipient agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- J. No costs may be incurred against this agreement by Subrecipient before the start date and after the expiration date previously specified.

- K. Subrecipient shall, upon written demand by Center of Workforce Innovations, Inc., be required to repay Center of Workforce Innovations, Inc. all sums paid by Center of Workforce Innovations, Inc. to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, Center of Workforce Innovations, Inc. shall have the right to off set such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount. Furthermore, Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees harmless from any and all claims, damages, costs and causes of action that may result from audit exception or cost disallowance.
- L. Subrecipient shall, upon request of Center of Workforce Innovations, Inc. administer evaluations of service provided and submit such evaluations to Center of Workforce Innovations, Inc. as prescribed.
- M. Subrecipient will comply with minimum expenditure levels set by Center of Workforce Innovations.

V. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. Subrecipient shall maintain such records as required by WIOA legislation, the U.S. Department of Labor, State of Indiana, and Center of Workforce Innovations, Inc. to ensure the integrity of financial transactions, to enable Center of Workforce Innovations, Inc. to evaluate and determine the effectiveness of program activities and to meet Federal reporting requirements.
- B. Subrecipient 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. Subrecipient 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.
- C. Subrecipient will ensure an objectively procured annual financial audit of each funding source. The cost of this audit is the responsibility of the Subrecipient and a final audit report and all action due within 6 months of Subrecipient's fiscal year end date.
- D. Subrecipient will make available to Center of Workforce Innovations, Inc. the Secretary of Labor, the Comptroller General of the United States or any duly authorized representative any books, documents, papers, and records which are directly related to the Subrecipient's program.
- E. Subrecipient shall maintain all records relative henceforth during the effective period of this

agreement and for a period of three (3) years from the date Subrecipient submits to Center of Workforce Innovations, Inc. its final financial status report pursuant to this agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this agreement begins on the date of the disposition, replacement or transfer of such equipment.

- F. Subrecipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit or inspection conducted by authorized representatives of the State of Indiana or the United States Government.
- G. Subrecipient agrees that Center of Workforce Innovations, Inc. has the right to make recommendations and findings in connection with any monitoring or audit of Subrecipient's operations, and Subrecipient agrees to comply with any corrective actions specified by Center of Workforce Innovations, Inc., within the time limits established by Center of Workforce Innovations, Inc.
- H. Following any monitoring visit by Center of Workforce Innovations, Inc. to Subrecipient, and including state and/or federal monitoring, Center of Workforce Innovations, Inc. will provide a written report to Subrecipient. Center of Workforce Innovations, Inc.'s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Subrecipient. In the event that specific corrective action is required, Subrecipient will have thirty (30) days from the receipt of the directions to comply unless a different time period for correction is specified by Center of Workforce Innovations, Inc. A failure of Subrecipient to comply with Center of Workforce Innovations, Inc.'s specific directions will be treated as a breach of this agreement. In the case of a dispute Center of Workforce Innovations, Inc. and Subrecipient will meet at the earliest convenience to resolve the issue in question.
- I. Subrecipient will provide to Center of Workforce Innovations, Inc. and update as necessary, the Subrecipient's personnel policy and job descriptions and organizational chart, which apply to the employees involved in the operation of this program.

VI. MODIFICATION

- A. Center of Workforce Innovations, Inc. has the right to revise or modify this agreement in whole or in part based on its funding and planning under the State of Indiana and WIOA legislation. Center of Workforce Innovations, Inc. shall have the right to modify this agreement in the instance of inadequate funding levels provided to Center of Workforce Innovations, Inc. upon giving a thirty (30) day written note to the Subrecipient.
- B. All modifications to this agreement must be in writing.
- C. Requests from the Subrecipient for interpretations or modifications must be made in writing to Center of Workforce Innovations, Inc.

VII. SUSPENSION AND TERMINATION

- A.** Notwithstanding other termination provisions in this agreement, either party may terminate this agreement by providing the other party with written notice at least thirty (30) days in advance, before such termination is to occur and specifying the date of termination.
- B.** Center of Workforce Innovations, Inc. has the right to terminate this agreement in the event there are inadequate funds provided to Center of Workforce Innovations, Inc. upon giving of thirty (30) days written notice to Subrecipient.
- C.** Center of Workforce Innovations, Inc. has the right to recommend corrective action and any timeframe necessary to achieve this action in the event that it identifies Subrecipient deficiencies. The Subrecipient will then have the opportunity to demonstrate within a mutually agreed upon timeframe that the action needed to correct has been taken and the deficiency no longer exists. The time during which the Subrecipient is making the required corrective action or immediately proceeding this action will be considered a probationary period for the Subrecipient. Probation will allow Center of Workforce Innovations, Inc. to more closely scrutinize the operations, finances, and conformance of the Subrecipient.
- D.** Center of Workforce Innovations, Inc. has the right to terminate this agreement in accordance with the provisions of probation as stated in the previous paragraph.
- E.** If Center of Workforce Innovations, Inc. determines that substantial non-performance or violation of this contract or of the provisions of the Workforce Innovation and Opportunity Act or other applicable laws is especially severe, Center of Workforce Innovations, Inc. or Subrecipient has the right to terminate this agreement without a probationary period. In such an instance, Subrecipient will be provided, written notice by Center of Workforce Innovations, Inc. of the effective date of termination and reasons for the termination.
- F.** Subrecipient agrees that Center of Workforce Innovations, Inc. may terminate this agreement if Subrecipient ceases doing business for any reason. Center of Workforce Innovations, Inc. will notify Subrecipient of termination in writing. The termination shall be effective from the date Subrecipient ceases doing business.
- G.** The parties acknowledge and agree that this contract may be terminated immediately by either party should the other party attempt to assign, transfer, convey or encumber this contract in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.
- H.** Upon expiration or termination of this agreement, Center of Workforce Innovations, Inc. may require that all documents including, but not limited to, client files, data, studies, and reports, prepared by Subrecipient pursuant to this agreement, be delivered to Center of Workforce Innovations, Inc. Center of Workforce Innovations, Inc. may require the transfer of

records or property to its own offices or to a designated successor.

- I. In the event, that Center of Workforce Innovations, Inc. is terminated as the One Stop Operator, the Regional Workforce Board will be assigned this contract and the Regional Workforce Board can then make a new assignment of its interest in the contract to the new One Stop Operator. The new One Stop Operator is required to continue the contract with the current Subrecipient or if a new contract needs to be written, the One Stop Operator is allowed to sole source to the current Subrecipient, pursuant to all other terms of their original contract.

VIII. CONFIDENTIALITY

The parties agree that all information, including but not limited to client information, received by Subrecipient or its subcontractors in administering the terms and provisions of this agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this agreement and the requirements of all other applicable state or federal laws, rules and regulations.

IX. INDEMNIFICATION

Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees. Furthermore, Subrecipient holds Center of Workforce Innovations, Inc. harmless from any and all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of the Subrecipient in the performance of this contract.

X. INSURANCE AND BONDING

- A. Subrecipient shall, at its sole cost and expense, provide comprehensive and general liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$1,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to Center of Workforce Innovations, Inc., shall name Center of Workforce Innovations as an additional insured, and shall also contain a provision for at least ten (10) days' notice to Center of Workforce Innovations, Inc. of cancellation. Subrecipient shall provide Center of Workforce Innovations, Inc. with a Certificate evidencing such insurance prior to the release of any funds. Failure to maintain such insurance shall result in the termination of this agreement.
- B. Subrecipient shall provide a fidelity bond in the amount of (i) \$100,000 or (ii) the highest single total disbursement planned pursuant to this contract and all other contracts or grants outstanding to Subrecipient, whichever is higher, and covering all persons responsible for handling funds received or disbursed under this contract. The bond must show Center of

Workforce Innovations, Inc. as **the obligee**. It shall be the Subrecipient's responsibility to see that all persons handling funds under this contract are bondable. Failure to provide such evidence to Center of Workforce Innovations, Inc. shall result in termination of this contract and any funds awarded hereunder.

XI. FEES

Subrecipient and its subcontractors shall impose no fees upon the recipients of any services provided through this agreement except as explicitly authorized by Center of Workforce Innovations, Inc.

XII. PROGRAM AND OTHER INCOME

Any program income earned by Subrecipient from activities conducted with funds obtained through this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and Federal program rules, rebates, regulations, and policies. Interest on any grant funds, rebates, credits, discounts and refunds earned by Subrecipient on funds provided pursuant to this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations and policies. Subrecipient must maintain and provide to Center of Workforce Innovations, Inc. and/or its fiscal agent an accounting of all program income, interest, rebates, credits, discounts, and refunds earned as a result of funds being provided through this agreement.

XIII. LICENSING STANDARDS

Subrecipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this agreement. Center of Workforce Innovations shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify Center of Workforce Innovations, Inc. immediately thereof.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Center of Workforce Innovations in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violation must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Subrecipient will comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so is a material breach of the contract and grounds for immediate termination of the contract.

XIV. ELIGIBILITY, APPEALS AND DISPUTES

- A.** The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria, policies, and operating procedures.
- B.** Center of Workforce Innovations, Inc. and Subrecipient agree to maintain procedures in accordance with state and federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal. Such procedures shall provide for expeditious resolution of grievances by Subrecipient's personnel at the decision-making level who have authority to initiate corrective action.
- C.** Subrecipient agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this agreement which are not affected by a dispute. Should Subrecipient fail to continue without delay to perform its responsibilities under this agreement in the accomplishment of all non-disputed work, any additional costs incurred by Subrecipient or Center of Workforce Innovations, Inc. or its fiscal agent as a result of such failure to proceed shall be borne by Subrecipient, and Subrecipient shall make no claim against Center of Workforce Innovations, Inc. nor its fiscal agent for such costs.
- D.** Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in the following order: (1) this Contract and (2) Attachments prepared by Center of Workforce Innovations.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that the Subrecipient has enrolled and is participating in the E-Verify program; has provided documentation to Center of Workforce Innovations that it has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien. Center of Workforce Innovations may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

XVI. AFFIRMATIVE ACTION

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

XVII. NON-DISCRIMINATION

- A.** As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
- (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA

Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- B. Accessibility and Reasonable Accommodation pursuant to federal WIOA regulations, the Subrecipient will assure that the following is provided in the One-Stop delivery systems.
 - i) Facilities and programs which are architecturally and programmatically accessible
 - ii) Reasonable accommodations for individuals with disabilities
 - iii) Cost allocation method for making reasonable accommodations (i.e shared or paid by one entity)
- C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.
- D. Furthermore, the parties agree that all brochures, pamphlets, and other publications which promote WIOA programs must include the following language: "This WIOA Title 1-funded program/activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities" Where a telephone number is provided, the materials must also include a TTD/TTY or relay service number.'
- E. It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.
- F. Subrecipient agrees to abide by and comply with all terms and conditions set forth in servicing Limited English Proficiency customers.

XVIII. RELIGIOUS ACTIVITIES

Subrecipient agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

XVIX. POLITICAL ACTIVITY

Subrecipient certifies that the funding provided by Center of Workforce Innovations, Inc. through this agreement shall not be used to further any type of political or voter activity.

XX. TELEPHONE SOLICITATIONS

As required by IC 5-22-3-7: Subrecipient and any principals of the Subrecipient certify that

- (A) Subrecipient, 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) Subrecipient will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

XXI. DRUG-FREE WORKPLACE

- A. Subrecipient will make a good faith effort to provide and maintain, during the term of this contract, a drug-free workplace. It will also give written notice to Center of Workforce Innovations, Inc. within ten (10) days after receiving actual notice, that Subrecipient or an employee of Subrecipient has been convicted of a criminal drug violation occurring in Subrecipient's workplace.
- B. Subrecipient agrees that this contract is expressly subject to the terms, conditions, and representations contained in the "Drug-Free Workplace Certification" executed by Center of Workforce Innovations, Inc. in conjunction with this contract which is appended hereto after "Signature Page".
- C. It is further expressly agreed that the failure of Subrecipient to, in good faith comply with the terms of the above paragraph shall constitute a material breach of this contract, and shall entitle Center of Workforce Innovations, Inc. to place Subrecipient on probation.
- D. Likewise Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 2001 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the

routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18.

XXII. LOBBYING ACTIVITIES

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, Subrecipient hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Subrecipient shall complete and submit "Standard Form-LLL", "Disclosure Form to Report Lobbying." If Subrecipient is required to submit "Standard Form-LLL," the form and instructions for preparation of the form may be obtained from State.
- C. Subrecipient shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

XXIII. DEBARMENT AND SUSPENSION

Subrecipient certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

XXIV. CONFLICT OF INTEREST

- A. Subrecipient will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B. Subrecipient will not participate in the selection, award or administration of any procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term "immediate family" will mean wife,

husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.

- C. Subrecipient will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor.
- D. Subrecipient agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Subrecipient will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq., Subrecipient will not expose participants to surrounding 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.
- E. Pursuant to IC 22-4.5-7-6 and any regulations promulgated there under
 - i. Subrecipient hereby assures and certifies that the Subrecipient shall not provide One Stop Operator or Fiscal Agent services for the same regional area.
 - ii. Center of Workforce Innovations, Inc. acting as the One Stop Operator shall not contract with the Subrecipient to perform One Stop Operator duties.
 - iii. Subrecipient's contract shall be for one year, but may be extended (without competitive bid process) for a period of not more than 12 months after the original end date, contingent upon the quality of services. State standards for quality services will be established.
 - iv. Subrecipient or any representative of the Subrecipient shall not be a member of the Regional Workforce Board.

XXV. OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- A. Center of Workforce Innovations, Inc. shall have unlimited rights in data first produced or delivered in the performance of this contract (except for restricted computer software). This includes processes delivered or furnished under this contract, and all other data delivered under this contract.
- B. Subrecipient by obtaining permission/approval from Center of Workforce Innovations, Inc. has the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Subrecipient in the performance of this contract and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent in the below paragraph of the clause.
- C. Subrecipient by obtaining permission/approval may establish claim to copyright consisting in data first produced in the performance of this contract, except as otherwise provided in this

contract. Subrecipient grants to Center of Workforce Innovations, Inc. and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Center of Workforce Innovations, Inc.

- D. Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of Center of Workforce Innovations and/or the Indiana Workforce Development upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the State Property Management Policy.

XXVI. AUTHORITY TO BIND

Notwithstanding, anything in this agreement to the contrary, the signatory for the Subrecipient represents that he/she has been duly authorized to execute this agreement on its behalf.

XXVII. WAVIER OF RIGHTS

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

XXVIII. SEVERABILITY

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

XXXIV. REMEDIES NOT IMPAIRED

No delay or omission of Center of Workforce Innovations, Inc. exercising any right or remedy available under this agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence hereto.

XXX. FEDERAL PARTICIPATION

Pursuant to P. L. 103-333, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the activities funded through this agreement, Subrecipient shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with federal funds; 2) the dollar amount of federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXXI. RELATIONSHIP OF THE PARTIES

Center of Workforce Innovations, Inc. and Subrecipient acknowledge the separateness of their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the

provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their respective employees shall be construed to be agents, employees or representatives of the other. Any contracts made using grant funds between Subrecipient and any third party are the sole responsibility of Subrecipient.

XXXII. CRIMINAL LIABILITY

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

XXXIII. COMPLETE AGREEMENT

This Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.

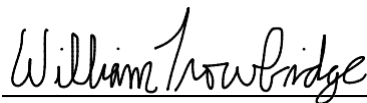
STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Subrecipient or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Subrecipient/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 employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.



Signature of Subrecipient

Chief Executive Officer

Title

SIGNATURE PAGE

IN WITNESS WHEREOF, "Subrecipient" and "Center of Workforce Innovations, Inc." have by duly authorized representatives entered into this agreement.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

Southlake Tri-City Management Corp

Subrecipient Corporate Name

8400 Louisiana Street

Merrillville, IN 46410

Subrecipient Mailing Address

William Trowbridge August 7, 2024

Subrecipient CEO/ Exec. Director Signature and Date

Carla Houck

Board Member Signature and Date

William S Trowbridge

Chief Executive Officer

Typed Name/Title

Carla Houck

Board President

Typed Name/Title

Tammy Stump, Senior Workforce Associate 219-462-2940

Printed Name of Contact Person for Contract and Phone Number

If the contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

FOR CENTER OF WORKFORCE INNOVATIONS, INC.

Lisa Daugherty

Lisa M. Daugherty, President and CEO

08/13/2024

Date

Geminus Corporation
WIOA In School Youth
ATTACHMENT A
July 1, 2024 – June 30, 2025

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Design, administer, and deliver services for in-school youth ages 14 - 18 in Lake County.
- Serve 43 youth during this program year. This includes new enrollments and carry in participants.
- Provide objective and individualized assessment using an instrument/s as required by DWD and/or CWI to determine interests, barriers, skills, special needs or related information.
- Services and activities shall include development of and/or updating of career plan and addendum for incentives, career exploration and counseling, work readiness, work experience, occupational skills training, workshops, support services, case management, job search assistance, placement, and one year of follow up upon official exit from the program
- Twenty percent of all funding must be spent on work based related activities
- Offer the 14 Program Elements
- Staff must use the NextGen and WorkOne brand for all client & employer interactions, outreach, marketing, and placements
- Formal and public communication must follow guidelines set forth by CWI's communication and marketing department with media inquiries being referred to the Director of Marketing and Communications
- Follow all policies and guidance as outlined for the Region 1 WIOA Youth customer
- Comply with Equal Opportunity Policies and Guidelines
- Document all interactions with clients in the designated case management database including data collection, work experience, training, support, and incentive obligations and de-obligations (No WIOA funds given may be used to support any other case management system)
- Maintain confidentiality in regard to all data stored in the designated customer database
- Use the Region 1 ticketing system for all technology and MIS requests with customer records and references using the Case Management ID as opposed to SSN
- All document storage, retention or destruction, and security will be maintained and follow outlined document security process.
- Notify CWI about changes of contracted staff within 48 hours
- No field staff dedicated to this contract shall engage in a fee for service project or deliver services for a fee without the approval of CWI

- Respond to requests for information or input within 2 business days or otherwise designated time frame
- Provide monthly progress reports and other reports as requested
- Provide fiscal reports by the 7th of each month
- Assure that customer designated funds are managed in conjunction with CWI to ensure that the targeted expenditure rate of 95% is met
- Accept liability for all aspects of any funds under contract with CWI
- Responsible for assets purchased or allocated including maintaining an accurate inventory
- Participate in quarterly contract and performance meetings as well as any other youth provider meetings
- Participate in regional training as required
- Select a representative to attend the One Stop Operator meetings
- Meet or exceed the following youth performance metrics:

WIOA Performance Metrics*:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	78.5%
Education and Employment Rate 4 th Quarter After Exit	79.5%
Median Earnings	\$3,591
Credential Attainment	66.5%
Measurable Skills Gain	66.5%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	58%
Wage Change	\$4,000

*These are the tentative performance targets for PY24. Final performance targets will be provided when available.



Completed Document Audit Report
Completed with SignWell.com

Title: CWI-25-011 WIOA Youth Geminus Group

Document ID: b5570e11-fe27-4f0e-8293-e65aafcc61e5





Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI-25-011 WIOA Youth Geminus Group.pdf

Aug 13, 2024 12:24:34 CDT

Activity

 Jordan Burke IP: 50.240.130.17	created the document (jburke@cwicorp.com)	Aug 13, 2024 12:24:49 CDT
 Jordan Burke IP: 50.240.130.17	sent the document to ldaugherty@cwicorp.com	Aug 13, 2024 12:25:20 CDT
 Lisa Daugherty IP: 2601:249:4083:1d60:4558:e1b4:1463:905b	first viewed document (ldaugherty@cwicorp.com)	Aug 13, 2024 17:51:36 CDT
 Lisa Daugherty IP: 2601:249:4083:1d60:4558:e1b4:1463:905b	signed the document (ldaugherty@cwicorp.com)	Aug 13, 2024 17:51:57 CDT



CONTRACT FOR SERVICES

This agreement, **#CWI-25-012** entered into by and between **Center of Workforce Innovations, Inc. (CWI)** and **Goodwill Industries of Michiana, Inc.** (hereinafter referred to as "*Subrecipient*") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to provide funding to Subrecipient so that Subrecipient may provide the services and activities as listed in the Attachments as described under the Workforce Innovation and Opportunity Act (WIOA) and in keeping with all local Northwest Indiana Workforce Board policies/procedures.

The overall intent of the Workforce Innovation and Opportunity Act Funds is to not only provide services to the workforce and employers, but also to develop a local One Stop system and incorporate all partner organizations into the design. To this end the Subrecipient will be held accountable to work directly and in a cooperative fashion with Center of Workforce Innovations as the One Stop Operator to develop this system, address continuous improvements and constantly seek innovations that will keep the overall workforce investment system current and responsive to local needs. All offices, signage, marketing, and materials must represent the Region 1 WorkOne system as approved rather than the contracting organization.

Center of Workforce Innovations, Inc. as the One Stop Operator oversees the service delivery system for the seven counties in Economic Growth Region (EGR) 1. Our initiative requires the Subrecipient to seamlessly manage client services and offer or provide access to all aspects of locally approved plan of services to WIOA youth and adult customers.

CWI expects the Subrecipient's work to support the accomplishment of the following strategic objectives:

- 1)** Offer the adult education student, youth and employers in our area the highest quality and most responsive employment and training services available within the state.
- 2)** Increase information through the use of anecdotal examples available to CWI.
- 3)** Coordinate services between programs, schools, adult education, other youth providers and One Stop Partners.
- 4)** Provide required information and comply with all reporting requirements and deadlines imposed by CWI, the One Stop Operator and the Northwest Indiana Workforce Board

(NWIWB) to satisfy the Department of Labor and Indiana Workforce Development through the use of local reports, MIS management and regular performance tracking and accountability.

- 5) Streamline operations to ensure that minimal duplication occurs either between programs or partner organizations.
- 6) Meet all program standards set forth while remaining within the minimum and maximum expenditures set forth by the terms of this contract.
- 7) Remain current with and in compliance with all CWI, NWIWB, Indiana Workforce Development, and Department of Labor policies.

II. **GENERAL TERMS**

- A. See Attachment A and B for Program Requirements, General Needs and Technical Requirements, and required linkages with other systems.
- B. Center of Workforce Innovations, Inc. acting as the One Stop Operator is sole party to the contract with the Subrecipient.
- C. This agreement shall become active as of **July 1, 2024** and remain in effect through **June 30, 2025**. Any funds remaining at Program Year end date return to Center of Workforce Innovations, Inc.
- D. Subrecipient must operate a service delivery system capable of offering Youth (including the 14 core elements required for youth programming under the Workforce Innovation and Opportunity Act) and Adult services. These services are generally offered in all locations throughout Northwest Indiana.
- E. Subrecipient shall be reimbursed by Center of Workforce Innovations, Inc. for agreed upon costs incurred by Subrecipient in conducting activities pursuant to this agreement and included herewith as referenced above. Subrecipient may be reimbursed through this agreement in an amount not to exceed the total amount of **\$1,770,000 (One Million Seven Hundred Seventy Thousand Dollars)**. In addition, the total amount will be divided into the following categories:

WIOA In School and Out of School Youth	\$1,700,000
WIOA Adult	\$70,000

- F. Subrecipient shall fully comply with the requirements of the Workforce Innovation and Opportunity Act, Approved Case Management System Guidance, Trade Assistant rules, Wagner Peyser regulations, and all State and Federal regulations issued pursuant to the Act, and with all policies determined applicable by Center of Workforce Innovations, Inc. and agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Subrecipient and approved

by Center of Workforce Innovations, Inc. for the purpose of obtaining funding through this agreement.

- G. Subrecipient will provide the services described in Attachment A and B of this agreement.
- H. Subrecipient will meet the performance objectives as contained this agreement.
- I. All expenditures of funds under this agreement will be in accordance with the budget of the contract and with the laws, regulations, and policies issued by Department of Labor, Indiana Workforce Development, and Center of Workforce Innovations, Inc. Subrecipient will comply with local minimum expenditure policy.
- J. Subrecipient and its subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with Center of Workforce Innovations and/or Indiana Workforce Development, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Subrecipient or its subcontractors violate any applicable ethical standards, Center of Workforce Innovations may, in its sole discretion, terminate this contract immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under Indiana Code 4-2-6-12, 35–44.1-1-4, and under other applicable laws.
- K. The Subrecipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- L. The Subrecipient 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 Center of Workforce Innovations of any such actions. During the term of such actions, the Subrecipient agrees that Center of Workforce Innovations may suspend funding under this Agreement. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and Center of Workforce Innovations decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that Center of Workforce Innovations may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

III. **SPECIFIC TERMS**

- A. Subrecipient shall operate a program in each location that provides services to all eligible adult and youth customers. Case management is handled in the State of Indiana designated

system(s) currently called Indiana Career Connect (ICC). Subrecipient agrees to utilize the data and case management system as authorized by the funder and /or CWI to track and manage program eligible/enrolled individuals. The information and referral customers will be tracked as referrals and as basic customers in the approved case management and public labor exchange system. Subrecipient and all employees associated with this contract agree to sign the confidentiality statement regarding the access and use of Department of Workforce Development data which may contain types of confidential information.

- B. Subrecipient agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Center of Workforce Innovations, Inc., as the primary party of this contract, becomes dissatisfied with the work of, or working relationship with, those individuals assigned to perform services under this agreement, Center of Workforce Innovations, Inc. may request the replacement of any or all such individuals or may terminate this agreement in accordance with section VII.
- C. The Subrecipient and Center of Workforce Innovations, Inc. agree to act in good faith to fully cooperate and communicate with each other in carrying out the terms of this agreement in order to achieve the goals of Region 1 as an integrated workforce system including all WIOA programs.
- D. The Subrecipient agrees to identify that their program is partially funded by Center of Workforce Innovations and/or Indiana Workforce Development and/or the Northwest Indiana Workforce Board in any publicity, marketing, or media events as the sponsoring organizations. Program publicity should be brought to the attention of CWI staff prior to its access by the general public. All materials must be published clearly as a WorkOne brand.
- E. The Subrecipient must file the State of Indiana E1 (Entity Annual Report) form with the State Board of Accounts within the required timeframe. Failure to do so may result in suspension and/or termination of funding.

IV. ADMINISTRATION OF FUNDS

- A. Subrecipient shall be paid monthly for reimbursement costs incurred by Subrecipient as allowable by the funding source. The costs that may be claimed for reimbursement include fair share of staff salaries, rent and overhead costs, and customer service delivery as identified in Section 1. In addition, Subrecipient agrees to abide by the CWI policy guidance on Procurement, Minimum Expenditures and use of funds for Sub Providers. Subrecipient will provide relevant expense documentation as requested by CWI.
- B. The parties agree that Center of Workforce Innovations, Inc.'s payment through this contract is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this agreement, Center of Workforce Innovations, Inc. is under no obligation to make payment hereunder except for services already provided and to the extent that funds are available.

- C. Center of Workforce Innovations is exempt from state, federal, and local taxes. Center of Workforce Innovations will not be responsible for any taxes levied as a result of this contract.
- D. Subrecipient represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of all funds awarded to the Subrecipient by Center of Workforce Innovations and received from separate funding sources.
- E. Subrecipient shall maintain financial and accounting records, which identify costs attributable to each service specified in Sections 1 and 2. Subrecipient shall further maintain written, direct cost methodologies, which identify procedures for attributing costs to each account. More restrictive fiscal accountability may be required of Subrecipient by Center of Workforce Innovations, Inc. should it be determined that Subrecipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.
- F. Nonprofit organizations are required to follow 29 CFR 95.22, 29 CFR 97.21 and DWD policy 1998-11 requirements for cash management. The regulations state that recipients and sub-recipients must maintain a financial management system and written policies to ensure that the time elapsing between receipt of funds and disbursement is minimized. Program income must be used prior to requesting grant funds from the State of Indiana or Department of Labor. Grant fund cash must be maintained in an interest bearing account. Subrecipient will follow written cash management policies and procedures to ensure compliance with all local, state and federal regulations.
- G. Subrecipient shall maintain the funds received from Center of Workforce Innovations, Inc. pursuant to this agreement for employment and training activities under separate identifiable accounts and shall use the funds solely for the purposes set forth in this agreement, in accordance with the terms of this agreement and in the Attachments section.
- H. Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflects all costs incurred by Subrecipient pursuant to this agreement. Subrecipient shall manage all funds received through this agreement in accordance with the cost principles identified in office of Management and Budget Circulars A-87 (Government Entities), A-122 (Nonprofit Organizations), A-21 (Educational Institutions), or 48 C.F.R. Part 31 (For-Profit Entities).
- I. Subrecipient agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.

- J. No costs may be incurred against this agreement by Subrecipient before the start date and after the expiration date previously specified.
- K. Subrecipient shall, upon written demand by Center of Workforce Innovations, Inc., be required to repay Center of Workforce Innovations, Inc. all sums paid by Center of Workforce Innovations, Inc. to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, Center of Workforce Innovations, Inc. shall have the right to off set such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount. Furthermore, Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees harmless from any and all claims, damages, costs and causes of action that may result from audit exception or cost disallowance.
- L. Subrecipient shall, upon request of Center of Workforce Innovations, Inc. administer evaluations of service provided and submit such evaluations to Center of Workforce Innovations, Inc. as prescribed.
- M. Subrecipient will comply with minimum expenditure levels set by Center of Workforce Innovations.

V. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. Subrecipient shall maintain such records as required by WIOA legislation, the U.S. Department of Labor, State of Indiana, and Center of Workforce Innovations, Inc. to ensure the integrity of financial transactions, to enable Center of Workforce Innovations, Inc. to evaluate and determine the effectiveness of program activities and to meet Federal reporting requirements.
- B. Subrecipient 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. Subrecipient 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.
- C. Subrecipient will ensure an objectively procured annual financial audit of each funding source. The cost of this audit is the responsibility of the Subrecipient and a final audit report and all action due within 6 months of Subrecipient's fiscal year end date.
- D. Subrecipient will make available to Center of Workforce Innovations, Inc. the Secretary of Labor, the Comptroller General of the United States or any duly authorized representative

any books, documents, papers, and records which are directly related to the Subrecipient's program.

- E. Subrecipient shall maintain all records relative henceforth during the effective period of this agreement and for a period of three (3) years from the date Subrecipient submits to Center of Workforce Innovations, Inc. its final financial status report pursuant to this agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this agreement begins on the date of the disposition, replacement or transfer of such equipment.
- F. Subrecipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit or inspection conducted by authorized representatives of the State of Indiana or the United States Government.
- G. Subrecipient agrees that Center of Workforce Innovations, Inc. has the right to make recommendations and findings in connection with any monitoring or audit of Subrecipient's operations, and Subrecipient agrees to comply with any corrective actions specified by Center of Workforce Innovations, Inc., within the time limits established by Center of Workforce Innovations, Inc.
- H. Following any monitoring visit by Center of Workforce Innovations, Inc. to Subrecipient, and including state and/or federal monitoring, Center of Workforce Innovations, Inc. will provide a written report to Subrecipient. Center of Workforce Innovations, Inc.'s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Subrecipient. In the event that specific corrective action is required, Subrecipient will have thirty (30) days from the receipt of the directions to comply unless a different time period for correction is specified by Center of Workforce Innovations, Inc. A failure of Subrecipient to comply with Center of Workforce Innovations, Inc.'s specific directions will be treated as a breach of this agreement. In the case of a dispute Center of Workforce Innovations, Inc. and Subrecipient will meet at the earliest convenience to resolve the issue in question.
- I. Subrecipient will provide to Center of Workforce Innovations, Inc. and update as necessary, the Subrecipient's personnel policy and job descriptions and organizational chart, which apply to the employees involved in the operation of this program.

VI. MODIFICATION

- A. Center of Workforce Innovations, Inc. has the right to revise or modify this agreement in whole or in part based on its funding and planning under the State of Indiana and WIOA legislation. Center of Workforce Innovations, Inc. shall have the right to modify this agreement in the instance of inadequate funding levels provided to Center of Workforce Innovations, Inc. upon giving a thirty (30) day written note to the Subrecipient.

- B. All modifications to this agreement must be in writing.
- C. Requests from the Subrecipient for interpretations or modifications must be made in writing to Center of Workforce Innovations, Inc.

VII. SUSPENSION AND TERMINATION

- A. Notwithstanding other termination provisions in this agreement, either party may terminate this agreement by providing the other party with written notice at least thirty (30) days in advance, before such termination is to occur and specifying the date of termination.
- B. Center of Workforce Innovations, Inc. has the right to terminate this agreement in the event there are inadequate funds provided to Center of Workforce Innovations, Inc. upon giving of thirty (30) days written notice to Subrecipient.
- C. Center of Workforce Innovations, Inc. has the right to recommend corrective action and any timeframe necessary to achieve this action in the event that it identifies Subrecipient deficiencies. The Subrecipient will then have the opportunity to demonstrate within a mutually agreed upon timeframe that the action needed to correct has been taken and the deficiency no longer exists. The time during which the Subrecipient is making the required corrective action or immediately proceeding this action will be considered a probationary period for the Subrecipient. Probation will allow Center of Workforce Innovations, Inc. to more closely scrutinize the operations, finances, and conformance of the Subrecipient.
- D. Center of Workforce Innovations, Inc. has the right to terminate this agreement in accordance with the provisions of probation as stated in the previous paragraph.
- E. If Center of Workforce Innovations, Inc. determines that substantial non-performance or violation of this contract or of the provisions of the Workforce Innovation and Opportunity Act or other applicable laws is especially severe, Center of Workforce Innovations, Inc. or Subrecipient has the right to terminate this agreement without a probationary period. In such an instance, Subrecipient will be provided, written notice by Center of Workforce Innovations, Inc. of the effective date of termination and reasons for the termination.
- F. Subrecipient agrees that Center of Workforce Innovations, Inc. may terminate this agreement if Subrecipient ceases doing business for any reason. Center of Workforce Innovations, Inc. will notify Subrecipient of termination in writing. The termination shall be effective from the date Subrecipient ceases doing business.
- G. The parties acknowledge and agree that this contract may be terminated immediately by either party should the other party attempt to assign, transfer, convey or encumber this contract in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.

- H. Upon expiration or termination of this agreement, Center of Workforce Innovations, Inc. may require that all documents including, but not limited to, client files, data, studies, and reports, prepared by Subrecipient pursuant to this agreement, be delivered to Center of Workforce Innovations, Inc. Center of Workforce Innovations, Inc. may require the transfer of records or property to its own offices or to a designated successor.
- I. In the event, that Center of Workforce Innovations, Inc. is terminated as the One Stop Operator, the Regional Workforce Board will be assigned this contract and the Regional Workforce Board can then make a new assignment of its interest in the contract to the new One Stop Operator. The new One Stop Operator is required to continue the contract with the current Subrecipient or if a new contract needs to be written, the One Stop Operator is allowed to sole source to the current Subrecipient, pursuant to all other terms of their original contract.

VIII. CONFIDENTIALITY

The parties agree that all information, including but not limited to client information, received by Subrecipient or its subcontractors in administering the terms and provisions of this agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this agreement and the requirements of all other applicable state or federal laws, rules and regulations.

IX. INDEMNIFICATION

Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees. Furthermore, Subrecipient holds Center of Workforce Innovations, Inc. harmless from any and all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of the Subrecipient in the performance of this contract.

X. INSURANCE AND BONDING

- A. Subrecipient shall, at its sole cost and expense, provide comprehensive and general liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$1,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to Center of Workforce Innovations, Inc., shall name Center of Workforce Innovations as an additional insured, and shall also contain a provision for at least ten (10) days' notice to Center of Workforce Innovations, Inc. of cancellation. Subrecipient shall provide Center of Workforce Innovations, Inc. with a Certificate evidencing such insurance prior to the release of any funds. Failure to maintain such insurance shall result in the termination of this agreement.

- B. Subrecipient shall provide a fidelity bond in the amount of (i) \$100,000 or (ii) the highest single total disbursement planned pursuant to this contract and all other contracts or grants outstanding to Subrecipient, whichever is higher, and covering all persons responsible for handling funds received or disbursed under this contract. The bond must show Center of Workforce Innovations, Inc. as **the obligee**. It shall be the Subrecipient's responsibility to see that all persons handling funds under this contract are bondable. Failure to provide such evidence to Center of Workforce Innovations, Inc. shall result in termination of this contract and any funds awarded hereunder.

XI. FEES

Subrecipient and its subcontractors shall impose no fees upon the recipients of any services provided through this agreement except as explicitly authorized by Center of Workforce Innovations, Inc.

XII. PROGRAM AND OTHER INCOME

Any program income earned by Subrecipient from activities conducted with funds obtained through this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and Federal program rules, rebates, regulations, and policies. Interest on any grant funds, rebates, credits, discounts and refunds earned by Subrecipient on funds provided pursuant to this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations and policies. Subrecipient must maintain and provide to Center of Workforce Innovations, Inc. and/or its fiscal agent an accounting of all program income, interest, rebates, credits, discounts, and refunds earned as a result of funds being provided through this agreement.

XIII. LICENSING STANDARDS

Subrecipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this agreement. Center of Workforce Innovations shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify Center of Workforce Innovations, Inc. immediately thereof.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Center of Workforce Innovations in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance

with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violation must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Subrecipient will comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so is a material breach of the contract and grounds for immediate termination of the contract.

XIV. ELIGIBILITY, APPEALS AND DISPUTES

- A.** The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria, policies, and operating procedures.
- B.** Center of Workforce Innovations, Inc. and Subrecipient agree to maintain procedures in accordance with state and federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal. Such procedures shall provide for expeditious resolution of grievances by Subrecipient's personnel at the decision-making level who have authority to initiate corrective action.
- C.** Subrecipient agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this agreement which are not affected by a dispute. Should Subrecipient fail to continue without delay to perform its responsibilities under this agreement in the accomplishment of all non-disputed work, any additional costs incurred by Subrecipient or Center of Workforce Innovations, Inc. or its fiscal agent as a result of such failure to proceed shall be borne by Subrecipient, and Subrecipient shall make no claim against Center of Workforce Innovations, Inc. nor its fiscal agent for such costs.

- D. Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in the following order: (1) this Contract and (2) Attachments prepared by Center of Workforce Innovations.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that the Subrecipient has enrolled and is participating in the E-Verify program; has provided documentation to Center of Workforce Innovations that it has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien. Center of Workforce Innovations may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

XVI. AFFIRMATIVE ACTION

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

XVII. NON-DISCRIMINATION

- A. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
- (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- B.** Accessibility and Reasonable Accommodation pursuant to federal WIOA regulations, the Subrecipient will assure that the following is provided in the One-Stop delivery systems.
- i) Facilities and programs which are architecturally and programmatically accessible
 - ii) Reasonable accommodations for individuals with disabilities
 - iii) Cost allocation method for making reasonable accommodations (i.e shared or paid by one entity)
- C.** The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.
- D.** Furthermore, the parties agree that all brochures, pamphlets, and other publications which promote WIOA programs must include the following language: "This WIOA Title 1-funded program/activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities" Where a telephone number is provided, the materials must also include a TTD/TTY or relay service number.'
- E.** It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

- F. Subrecipient agrees to abide by and comply with all terms and conditions set forth in servicing Limited English Proficiency customers.

XVIII. RELIGIOUS ACTIVITIES

Subrecipient agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

XVIX. POLITICAL ACTIVITY

Subrecipient certifies that the funding provided by Center of Workforce Innovations, Inc. through this agreement shall not be used to further any type of political or voter activity.

XX. TELEPHONE SOLICITATIONS

As required by IC 5-22-3-7: Subrecipient and any principals of the Subrecipient certify that

- (A) Subrecipient, 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) Subrecipient will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

XXI. DRUG-FREE WORKPLACE

- A. Subrecipient will make a good faith effort to provide and maintain, during the term of this contract, a drug-free workplace. It will also give written notice to Center of Workforce Innovations, Inc. within ten (10) days after receiving actual notice, that Subrecipient or an employee of Subrecipient has been convicted of a criminal drug violation occurring in Subrecipient's workplace.
- B. Subrecipient agrees that this contract is expressly subject to the terms, conditions, and representations contained in the "Drug-Free Workplace Certification" executed by Center of Workforce Innovations, Inc. in conjunction with this contract which is appended hereto after "Signature Page".
- C. It is further expressly agreed that the failure of Subrecipient to, in good faith comply with the terms of the above paragraph shall constitute a material breach of this contract, and shall entitle Center of Workforce Innovations, Inc. to place Subrecipient on probation.

- D. Likewise Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 2001 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18.

XXII. LOBBYING ACTIVITIES

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, Subrecipient hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Subrecipient shall complete and submit "Standard Form-LLL", "Disclosure Form to Report Lobbying." If Subrecipient is required to submit "Standard Form-LLL," the form and instructions for preparation of the form may be obtained from State.
- C. Subrecipient shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

XXIII. DEBARMENT AND SUSPENSION

Subrecipient certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

XXIV. CONFLICT OF INTEREST

- A. Subrecipient will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B. Subrecipient will not participate in the selection, award or administration of any

procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term "immediate family" will mean wife, husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.

- C. Subrecipient will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor.
- D. Subrecipient agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Subrecipient will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq., Subrecipient will not expose participants to surrounding 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.
- E. Pursuant to IC 22-4.5-7-6 and any regulations promulgated there under
 - i. Subrecipient hereby assures and certifies that the Subrecipient shall not provide One Stop Operator or Fiscal Agent services for the same regional area.
 - ii. Center of Workforce Innovations, Inc. acting as the One Stop Operator shall not contract with the Subrecipient to perform One Stop Operator duties.
 - iii. Subrecipient's contract shall be for one year, but may be extended (without competitive bid process) for a period of not more than 12 months after the original end date, contingent upon the quality of services. State standards for quality services will be established.
 - iv. Subrecipient or any representative of the Subrecipient shall not be a member of the Regional Workforce Board.

XXV. OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- A. Center of Workforce Innovations, Inc. shall have unlimited rights in data first produced or delivered in the performance of this contract (except for restricted computer software). This includes processes delivered or furnished under this contract, and all other data delivered under this contract.
- B. Subrecipient by obtaining permission/approval from Center of Workforce Innovations, Inc. has the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Subrecipient in the performance of this contract and

establish claim to copyright subsisting in data first produced in the performance of this contract to the extent in the below paragraph of the clause.

- C. Subrecipient by obtaining permission/approval may establish claim to copyright consisting in data first produced in the performance of this contract, except as otherwise provided in this contract. Subrecipient grants to Center of Workforce Innovations, Inc. and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Center of Workforce Innovations, Inc.
- D. Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of Center of Workforce Innovations and/or the Indiana Workforce Development upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the State Property Management Policy.

XXVI. AUTHORITY TO BIND

Notwithstanding, anything in this agreement to the contrary, the signatory for the Subrecipient represents that he/she has been duly authorized to execute this agreement on its behalf.

XXVII. WAVIER OF RIGHTS

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

XXVIII. SEVERABILITY

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

XXXIV. REMEDIES NOT IMPAIRED

No delay or omission of Center of Workforce Innovations, Inc. exercising any right or remedy available under this agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence hereto.

XXX. FEDERAL PARTICIPATION

Pursuant to P. L. 103-333, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the activities funded through this agreement, Subrecipient shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with federal funds; 2) the dollar amount of federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXXI. RELATIONSHIP OF THE PARTIES

Center of Workforce Innovations, Inc. and Subrecipient acknowledge the separateness of their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their respective employees shall be construed to be agents, employees or representatives of the other. Any contracts made using grant funds between Subrecipient and any third party are the sole responsibility of Subrecipient.

XXXII. CRIMINAL LIABILITY

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

XXXIII. COMPLETE AGREEMENT

This Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Subrecipient or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Subrecipient/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 employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Debie M. Coble

President/CEO

Signature of Subrecipient

Title

SIGNATURE PAGE

IN WITNESS WHEREOF, "Subrecipient" and "Center of Workforce Innovations, Inc." have by duly authorized representatives entered into this agreement.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

Goodwill Industries of Michiana, Inc.

Subrecipient Corporate Name

1805 Western Ave., South Bend, IN 46619

Subrecipient Mailing Address

Debie M. Coble

07/19/2024

Debie M. Coble

Subrecipient CEO/ Exec. Director Signature and Date

Typed Name/Title

Board Member Signature and Date

Typed Name/Title

Tammy Stump, Senior Workforce Associate 219-462-2940

Printed Name of Contact Person for Contract and Phone Number

If the contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

FOR CENTER OF WORKFORCE INNOVATIONS, INC.

Lisa Daugherty

Lisa M. Daugherty, President and CEO

07/19/2024

Date

GOODWILL INDUSTRIES OF MICHIANA, INC.
WIOA Out of School Youth
WIOA In School Youth
ATTACHMENT A
July 1, 2024 – June 30, 2025

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Design, administer, and deliver services for out of school youth ages 16 – 24 in the following WorkOne offices: Gary, Hammond, La Porte and Portage and the following CWI Adult Ed sites at East Chicago, Gary WorkOne, and Hammond Career Center along with partner Adult Education sites for Michigan City Area Schools (AK Smith Area Career Center and La Porte WorkOne), East Chicago Central High School, and NEO Sites throughout Porter County.
- A small portion of the WIOA youth funding may be spent on in school youth ages 14 - 21 as the need may arise
- Recruit, pre-screen, and determine eligibility for youth desiring to participate in program services
- Serve 525 (of which 86 should be Juvenile Justice participants) youth during this program year. This includes new enrollments and carry in participants. Active caseload sizes should represent the demographic of the area where service is located
- Provide objective and individualized assessment using an instrument/s as required by DWD and/or CWI to determine interests, barriers, skills, special needs or related information.
- Services and activities shall include development of and/or updating of career plan and addendum for incentives, career exploration and counseling, work readiness, work experience, occupational skills training, workshops, support services, case management, job search assistance, placement, and one year of follow up upon official exit from the program
- Twenty percent of all funding must be spent on work based related activities
- Offer the 14 Program Elements
- Staff must use the NextGen and WorkOne brand for all client & employer interactions, outreach, marketing, and placements
- Formal and public communication must follow guidelines set forth by CWI's communication and marketing department with media inquiries being referred to the Director of Marketing and Communications
- Follow all policies and guidance as outlined for the Region 1 WIOA Youth customer as well as any policies related to the operation and maintenance of the WorkOne facility
- Comply with Equal Opportunity Policies and Guidelines
- Document all interactions with clients in the designated case management database including data collection, work experience, training, support, and incentive obligations and de-obligations (No WIOA funds given may be used to support any other case management system)
- Maintain confidentiality in regard to all data stored in the designated customer database

- Use the Region 1 ticketing system for all technology and MIS requests with customer records and references using the Case Management ID as opposed to SSN
- All document storage, retention or destruction, and security will be maintained and follow outlined document security process.
- Notify CWI about changes of contracted staff within 48 hours
- No field staff dedicated to this contract shall engage in a fee for service project or deliver services for a fee without the approval of CWI
- Respond to requests for information or input within 2 business days or otherwise designated time frame
- Provide monthly progress reports and other reports as requested
- Provide fiscal reports by the 7th of each month
- Assure that customer designated funds are managed in conjunction with CWI to ensure that the targeted expenditure rate of 95% is met
- Accept liability for all aspects of any funds under contract with CWI
- Responsible for assets purchased or allocated including maintaining an accurate inventory
- Participate in quarterly contract and performance meetings as well as any other youth provider meetings
- Participate in regional training as required
- Select a representative to attend the One Stop Operator meetings
- Use Charity Tracker as the official referral system for sending and receiving referrals within the WorkOne System
- Meet or exceed the following youth performance metrics:

WIOA Performance Metrics*:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	78.5%
Education and Employment Rate 4 th Quarter After Exit	79.5%
Median Earnings	\$3,591
Credential Attainment	66.5%
Measurable Skills Gain	66.5%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	58%
Wage Change	\$4,000

*These are the tentative performance targets for PY24. Final performance targets will be provided when available.

GOODWILL INDUSTRIES OF MICHIANA, INC.
WIOA Adult Funded Adult Education
ATTACHMENT B
July 1, 2024 – June 30, 2025

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Design, administer, and deliver services for Adult Education students 25 and older provide services at the following CWI Adult Ed sites: Hammond Career Center and the partner Adult Education site at East Chicago Central High School. Adult Education work is onsite at the Adult Education site with landing zones and meetings spaces designated for staff assigned to this project.
- Recruit, pre-screen for priority of service, and determine eligibility for Adult Education Students desiring to participate in program services
- Serve 45 Adult Education students during this program year. This includes new enrollments and carry in participants.
- Services and activities shall include workshops, job search assistance, career counseling, work experience, access to occupational skills training, support services, case management, placement, and follow up. Use of 220 Leadership for Adult enrollments may be included.
- Work experience wages must be paid at the rate of comparable positions with the company where the individual is placed.
- Staff must use the WorkOne brand for all customer & employer interactions, outreach, marketing, and placements.
- Follow all policies and guidance as outlined for the Region 1 WIOA Adult customer.
- Comply with Equal Opportunity Policies and Guidelines
- Document all interactions with clients in the designated case management database including data collection, work experience, training, support, and incentive obligations and de-obligations (No WIOA funds given may be used to support any other case management system)
- Maintain confidentiality in regard to all data stored in the designated customer database
- Use the Region 1 ticketing system for all technology and MIS requests with customer records and references using the Case Management ID as opposed to SSN
- All document storage, retention or destruction, and security will be maintained and follow outlined document security process.
- Notify CWI about changes of contracted staff within 48 hours
- No field staff dedicated to this contract shall engage in a fee for service project or deliver services for a fee without the approval of CWI
- Respond to requests for information or input within 2 business days or otherwise designated time frame
- Provide monthly progress reports and other reports as requested
- Provide fiscal reports by the 7th of each month

- Assure that customer designated funds are managed in conjunction with CWI to ensure that the targeted expenditure rate of 95% is met
- Accept liability for all aspects of any funds under contract with CWI
- Responsible for assets purchased or allocated including maintaining an accurate inventory
- Participate in quarterly contract and performance meetings as well as any other provider meetings
- All Business Services work will be conducted in coordination with the designated WorkOne Business Services Representative. Attend Business Services Team meetings as needed
- As outlined in WIOA, these funds cannot be used for court related costs or expungement
- Participate in regional training as required
- Use Charity Tracker as the official referral system for sending and receiving referrals within the WorkOne System
- Meet or exceed the following Adult performance metrics:

WIOA Performance Metrics*:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	78.9%
Education and Employment Rate 4 th Quarter After Exit	77.5%
Median Earnings	\$7,030
Credential Attainment	69.0%
Measurable Skills Gain	62.5%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	65%
Wage Change	\$2,000

*These are the tentative performance targets for PY24. Final performance targets will be provided when available.



Completed Document Audit Report
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Title: CWI-25-012 Goodwill Industries of Michiana





Document ID: e128bb0b-00ae-4a70-9bd8-2d0b4c68294a

Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI-25-012 Goodwill Industries of Michiana.pdf Jul 18, 2024 10:12:01 CDT

Activity

 Jordan Burke IP: 50.240.130.17	created the document	Jul 18, 2024 10:12:27 CDT
 Jordan Burke IP: 50.240.130.17	sent the document to dcoble@goodwill-ni.org	Jul 18, 2024 15:48:37 CDT
 Debie Coble IP: 174.235.81.165	first viewed document	Jul 19, 2024 06:43:47 CDT
 Debie Coble IP: 38.111.252.66	signed the document	Jul 19, 2024 08:59:40 CDT



Completed Document Audit Report
Completed with SignWell.com

Title: CWI-25-012_Goodwill_Industries_of_Michiana_debie_coble

Document ID: 6911e6ef-f49c-47df-90b8-7694eeca4db8





Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI-25-012_Goodwill_Industries_of_Michiana_debie_c.pdf

Jul 19, 2024 13:10:10 CDT

Activity

 Jordan Burke IP: 67.175.179.46	created the document	Jul 19, 2024 13:10:22 CDT
 Jordan Burke IP: 67.175.179.46	sent the document to ldaugherty@cwicorp.com	Jul 19, 2024 13:13:48 CDT
 Lisa Daugherty IP: 2601:249:4083:1d60:f417:eca3:6cfc:d14c	first viewed document	Jul 19, 2024 13:46:33 CDT
 Lisa Daugherty IP: 2601:249:4083:1d60:f417:eca3:6cfc:d14c	signed the document	Jul 19, 2024 13:46:46 CDT



CONTRACT FOR SERVICES

This agreement, **#CWI-25-013** entered into by and between **Center of Workforce Innovations, Inc. (CWI)** and **Goodwill Industries of Michiana, Inc.** (hereinafter referred to as "*Subrecipient*") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to provide funding to Subrecipient so that Subrecipient may provide the services and activities as listed in the Attachment as described under the Workforce Innovation and Opportunity Act (WIOA) and in keeping with all local Northwest Indiana Workforce Board policies/procedures.

The overall intent of the Workforce Innovation and Opportunity Act Funds is to not only provide services to the workforce and employers, but also to develop a local One Stop system and incorporate all partner organizations into the design. To this end the Subrecipient will be held accountable to work directly and in a cooperative fashion with Center of Workforce Innovations as the One Stop Operator to develop this system, address continuous improvements and constantly seek innovations that will keep the overall workforce investment system current and responsive to local needs. All offices, signage, marketing, and materials must represent the Region 1 WorkOne system as approved rather than the contracting organization.

Center of Workforce Innovations, Inc. as the One Stop Operator oversees the service delivery system for the seven counties in Economic Growth Region (EGR) 1. Our initiative requires the Subrecipient to seamlessly manage client services and offer or provide access to all aspects of locally approved plan of services to WIOA adult (re-entry) customers.

CWI expects the Subrecipient's work to support the accomplishment of the following strategic objectives:

- 1)** Offer the Re-Entry Adults in our area the highest quality and most responsive employment and training services available within the state.
- 2)** Increase information through the use of anecdotal examples available to CWI.
- 3)** Coordinate services between programs, schools, other youth providers and One Stop Partners.
- 4)** Provide required information and comply with all reporting requirements and deadlines imposed by CWI, the One Stop Operator and the Northwest Indiana Workforce Board (NWIWB) to satisfy the Department of Labor and Indiana Workforce Development through the use of local reports, MIS management and regular performance tracking and accountability.
- 5)** Streamline operations to ensure that minimal duplication occurs either between programs

or partner organizations.

- 6) Meet all program standards set forth while remaining within the minimum and maximum expenditures set forth by the terms of this contract.
- 7) Remain current with and in compliance with all CWI, NWIWB, Indiana Workforce Development, and Department of Labor policies.

II. **GENERAL TERMS**

- A. See Attachment A for Program Requirements, General Needs and Technical Requirements, and required linkages with other systems.
- B. Center of Workforce Innovations, Inc. acting as the One Stop Operator is sole party to the contract with the Subrecipient.
- C. This agreement shall become active as of **July 1, 2024** and remain in effect through **June 30, 2025**. Center of Workforce Innovations, Inc. reserves an option to renew for a second and third year based on program and fiscal performance. Any funds remaining at Program Year end date return to Center of Workforce Innovations, Inc.
- D. Subrecipient must operate a service delivery system capable of offering Adult Re-Entry services under the Workforce Innovation and Opportunity Act. These services must be offered in all locations in Lake, LaPorte, and Porter counties.
- E. Subrecipient shall be reimbursed by Center of Workforce Innovations, Inc. for agreed upon costs incurred by Subrecipient in conducting activities pursuant to this agreement and included herewith as referenced above. Subrecipient may be reimbursed through this agreement in an amount not to exceed the total amount of **\$300,000 (Three Hundred Thousand Dollars)**. In addition, the total amount will be divided into the following categories:

WIOA Adult \$300,000

- F. Subrecipient shall fully comply with the requirements of the Workforce Innovation and Opportunity Act, Approved Case Management System Guidance, Trade Assistant rules, Wagner Peyser regulations, and all State and Federal regulations issued pursuant to the Act, and with all policies determined applicable by Center of Workforce Innovations, Inc. and agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Subrecipient and approved by Center of Workforce Innovations, Inc. for the purpose of obtaining funding through this agreement.
- G. Subrecipient will provide the services described in Attachment A of this agreement.
- H. Subrecipient will meet the performance objectives as contained this agreement.
- I. All expenditures of funds under this agreement will be in accordance with the budget of the contract and with the laws, regulations, and policies issued by Department of Labor, Indiana

Workforce Development, and Center of Workforce Innovations, Inc. Subrecipient will comply with local minimum expenditure policy.

- J. Subrecipient and its subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with Center of Workforce Innovations and/or Indiana Workforce Development, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Subrecipient or its subcontractors violate any applicable ethical standards, Center of Workforce Innovations may, in its sole discretion, terminate this contract immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under Indiana Code 4-2-6-12, 35–44.1-1-4, and under other applicable laws.
- K. The Subrecipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- L. The Subrecipient 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 Center of Workforce Innovations of any such actions. During the term of such actions, the Subrecipient agrees that Center of Workforce Innovations may suspend funding under this Agreement. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and Center of Workforce Innovations decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that Center of Workforce Innovations may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

III. SPECIFIC TERMS

- A. Subrecipient shall operate a program in each location that provides services to all eligible adult customers. Case management is handled in the State of Indiana designated system(s) currently called Indiana Career Connect (ICC). Subrecipient agrees to utilize the data and case management system as authorized by the funder and /or CWI to track and manage program eligible/enrolled individuals. The information and referral customers will be tracked as referrals and as basic customers in the approved case management and public labor exchange system. Subrecipient and all employees associated with this contract agree to sign the confidentiality statement regarding the access and use of Department of Workforce Development data which may contain types of confidential information.
- B. Subrecipient agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Center of Workforce Innovations, Inc., as the primary party of this contract, becomes dissatisfied with the work of, or working relationship with, those individuals assigned to perform services under this agreement, Center of Workforce Innovations, Inc. may request the replacement of any or all

such individuals or may terminate this agreement in accordance with section VII.

- C. The Subrecipient and Center of Workforce Innovations, Inc. agree to act in good faith to fully cooperate and communicate with each other in carrying out the terms of this agreement in order to achieve the goals of Region 1 as an integrated workforce system including all WIOA programs.
- D. The Subrecipient agrees to identify that their program is partially funded by Center of Workforce Innovations and/or Indiana Workforce Development and/or the Northwest Indiana Workforce Board in any publicity, marketing, or media events as the sponsoring organizations. Program publicity should be brought to the attention of CWI staff prior to its access by the general public. All materials must be published clearly as a WorkOne brand.
- E. The Subrecipient must file the State of Indiana E1 (Entity Annual Report) form with the State Board of Accounts within the required timeframe. Failure to do so may result in suspension and/or termination of funding.

IV. ADMINISTRATION OF FUNDS

- A. Subrecipient shall be paid monthly for reimbursement costs incurred by Subrecipient as allowable by the funding source. The costs that may be claimed for reimbursement include fair share of staff salaries, rent and overhead costs, and customer service delivery as identified in Section 1. In addition, Subrecipient agrees to abide by the CWI policy guidance on Procurement, Minimum Expenditures and use of funds for Sub Providers. Subrecipient will provide relevant expense documentation as requested by CWI.
- B. The parties agree that Center of Workforce Innovations, Inc.'s payment through this contract is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this agreement, Center of Workforce Innovations, Inc. is under no obligation to make payment hereunder except for services already provided and to the extent that funds are available.
- C. Center of Workforce Innovations is exempt from state, federal, and local taxes. Center of Workforce Innovations will not be responsible for any taxes levied as a result of this contract.
- D. Subrecipient represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of all funds awarded to the Subrecipient by Center of Workforce Innovations and received from separate funding sources.
- E. Subrecipient shall maintain financial and accounting records, which identify costs attributable to each service specified in Sections 1 and 2. Subrecipient shall further maintain written, direct cost methodologies, which identify procedures for attributing costs to each account. More restrictive fiscal accountability may be required of Subrecipient by Center of Workforce Innovations, Inc. should it be determined that Subrecipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.

- F.** Nonprofit organizations are required to follow 29 CFR 95.22, 29 CFR 97.21 and DWD policy 1998-11 requirements for cash management. The regulations state that recipients and sub-recipients must maintain a financial management system and written policies to ensure that the time elapsing between receipt of funds and disbursement is minimized. Program income must be used prior to requesting grant funds from the State of Indiana or Department of Labor. Grant fund cash must be maintained in an interest bearing account. Subrecipient will follow written cash management policies and procedures to ensure compliance with all local, state and federal regulations.
- G.** Subrecipient shall maintain the funds received from Center of Workforce Innovations, Inc. pursuant to this agreement for employment and training activities under separate identifiable accounts and shall use the funds solely for the purposes set forth in this agreement, in accordance with the terms of this agreement and in the Attachment section.
- H.** Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflects all costs incurred by Subrecipient pursuant to this agreement. Subrecipient shall manage all funds received through this agreement in accordance with the cost principles identified in office of Management and Budget Circulars A-87 (Government Entities), A-122 (Nonprofit Organizations), A-21 (Educational Institutions), or 48 C.F.R. Part 31 (For-Profit Entities).
- I.** Subrecipient agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- J.** No costs may be incurred against this agreement by Subrecipient before the start date and after the expiration date previously specified.
- K.** Subrecipient shall, upon written demand by Center of Workforce Innovations, Inc., be required to repay Center of Workforce Innovations, Inc. all sums paid by Center of Workforce Innovations, Inc. to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, Center of Workforce Innovations, Inc. shall have the right to off set such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount. Furthermore, Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees harmless from any and all claims, damages, costs and causes of action that may result from audit exception or cost disallowance.
- L.** Subrecipient shall, upon request of Center of Workforce Innovations, Inc. administer evaluations of service provided and submit such evaluations to Center of Workforce Innovations, Inc. as prescribed.
- M.** Subrecipient will comply with minimum expenditure levels set by Center of Workforce Innovations.

V. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A.** Subrecipient shall maintain such records as required by WIOA legislation, the U.S. Department of Labor, State of Indiana, and Center of Workforce Innovations, Inc. to ensure the integrity of financial transactions, to enable Center of Workforce Innovations, Inc. to evaluate and determine the effectiveness of program activities and to meet Federal reporting requirements.
- B.** Subrecipient 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. Subrecipient 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.
- C.** Subrecipient will ensure an objectively procured annual financial audit of each funding source. The cost of this audit is the responsibility of the Subrecipient and a final audit report and all action due within 6 months of Subrecipient's fiscal year end date.
- D.** Subrecipient will make available to Center of Workforce Innovations, Inc. the Secretary of Labor, the Comptroller General of the United States or any duly authorized representative any books, documents, papers, and records which are directly related to the Subrecipient's program.
- E.** Subrecipient shall maintain all records relative henceforth during the effective period of this agreement and for a period of three (3) years from the date Subrecipient submits to Center of Workforce Innovations, Inc. its final financial status report pursuant to this agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this agreement begins on the date of the disposition, replacement or transfer of such equipment.
- F.** Subrecipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit or inspection conducted by authorized representatives of the State of Indiana or the United States Government.
- G.** Subrecipient agrees that Center of Workforce Innovations, Inc. has the right to make recommendations and findings in connection with any monitoring or audit of Subrecipient's operations, and Subrecipient agrees to comply with any corrective actions specified by Center of Workforce Innovations, Inc., within the time limits established by Center of Workforce Innovations, Inc.
- H.** Following any monitoring visit by Center of Workforce Innovations, Inc. to Subrecipient, and including state and/or federal monitoring, Center of Workforce Innovations, Inc. will provide a written report to Subrecipient. Center of Workforce Innovations, Inc.'s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Subrecipient. In the event that specific corrective action is required, Subrecipient will have thirty (30) days from the receipt of the directions to comply unless a different time period for correction is specified by Center of Workforce Innovations, Inc. A failure of Subrecipient to

comply with Center of Workforce Innovations, Inc.'s specific directions will be treated as a breach of this agreement. In the case of a dispute Center of Workforce Innovations, Inc. and Subrecipient will meet at the earliest convenience to resolve the issue in question.

- I. Subrecipient will provide to Center of Workforce Innovations, Inc. and update as necessary, the Subrecipient's personnel policy and job descriptions and organizational chart, which apply to the employees involved in the operation of this program.

VI. MODIFICATION

- A. Center of Workforce Innovations, Inc. has the right to revise or modify this agreement in whole or in part based on its funding and planning under the State of Indiana and WIOA legislation. Center of Workforce Innovations, Inc. shall have the right to modify this agreement in the instance of inadequate funding levels provided to Center of Workforce Innovations, Inc. upon giving a thirty (30) day written note to the Subrecipient.
- B. All modifications to this agreement must be in writing.
- C. Requests from the Subrecipient for interpretations or modifications must be made in writing to Center of Workforce Innovations, Inc.

VII. SUSPENSION AND TERMINATION

- A. Notwithstanding other termination provisions in this agreement, either party may terminate this agreement by providing the other party with written notice at least thirty (30) days in advance, before such termination is to occur and specifying the date of termination.
- B. Center of Workforce Innovations, Inc. has the right to terminate this agreement in the event there are inadequate funds provided to Center of Workforce Innovations, Inc. upon giving of thirty (30) days written notice to Subrecipient.
- C. Center of Workforce Innovations, Inc. has the right to recommend corrective action and any timeframe necessary to achieve this action in the event that it identifies Subrecipient deficiencies. The Subrecipient will then have the opportunity to demonstrate within a mutually agreed upon timeframe that the action needed to correct has been taken and the deficiency no longer exists. The time during which the Subrecipient is making the required corrective action or immediately proceeding this action will be considered a probationary period for the Subrecipient. Probation will allow Center of Workforce Innovations, Inc. to more closely scrutinize the operations, finances, and conformance of the Subrecipient.
- D. Center of Workforce Innovations, Inc. has the right to terminate this agreement in accordance with the provisions of probation as stated in the previous paragraph.
- E. If Center of Workforce Innovations, Inc. determines that substantial non-performance or violation of this contract or of the provisions of the Workforce Innovation and Opportunity Act or other applicable laws is especially severe, Center of Workforce Innovations, Inc. or Subrecipient has the right to terminate this agreement without a probationary period. In such an instance, Subrecipient will be provided, written notice by Center of Workforce

Innovations, Inc. of the effective date of termination and reasons for the termination.

- F. Subrecipient agrees that Center of Workforce Innovations, Inc. may terminate this agreement if Subrecipient ceases doing business for any reason. Center of Workforce Innovations, Inc, will notify Subrecipient of termination in writing. The termination shall be effective from the date Subrecipient ceases doing business.
- G. The parties acknowledge and agree that this contract may be terminated immediately by either party should the other party attempt to assign, transfer, convey or encumber this contract in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.
- H. Upon expiration or termination of this agreement, Center of Workforce Innovations, Inc. may require that all documents including, but not limited to, client files, data, studies, and reports, prepared by Subrecipient pursuant to this agreement, be delivered to Center of Workforce Innovations, Inc. Center of Workforce Innovations, Inc. may require the transfer of records or property to its own offices or to a designated successor.
- I. In the event, that Center of Workforce Innovations, Inc. is terminated as the One Stop Operator, the Regional Workforce Board will be assigned this contract and the Regional Workforce Board can then make a new assignment of its interest in the contract to the new One Stop Operator. The new One Stop Operator is required to continue the contract with the current Subrecipient or if a new contract needs to be written, the One Stop Operator is allowed to sole source to the current Subrecipient, pursuant to all other terms of their original contract.

VIII. CONFIDENTIALITY

The parties agree that all information, including but not limited to client information, received by Subrecipient or its subcontractors in administering the terms and provisions of this agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this agreement and the requirements of all other applicable state or federal laws, rules and regulations.

IX. INDEMNIFICATION

Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees. Furthermore, Subrecipient holds Center of Workforce Innovations, Inc. harmless from any and all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of the Subrecipient in the performance of this contract.

X. INSURANCE AND BONDING

- A. Subrecipient shall, at its sole cost and expense, provide comprehensive and general liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$1,000,000 aggregate, and shall contain a deductible

clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to Center of Workforce Innovations, Inc., shall name Center of Workforce Innovations as an additional insured, and shall also contain a provision for at least ten (10) days' notice to Center of Workforce Innovations, Inc. of cancellation. Subrecipient shall provide Center of Workforce Innovations, Inc. with a Certificate evidencing such insurance prior to the release of any funds. Failure to maintain such insurance shall result in the termination of this agreement.

- B.** Subrecipient shall provide a fidelity bond in the amount of (i) \$100,000 or (ii) the highest single total disbursement planned pursuant to this contract and all other contracts or grants outstanding to Subrecipient, whichever is higher, and covering all persons responsible for handling funds received or disbursed under this contract. The bond must show Center of Workforce Innovations, Inc. as the obligee. It shall be the Subrecipient's responsibility to see that all persons handling funds under this contract are bondable. Failure to provide such evidence to Center of Workforce Innovations, Inc. shall result in termination of this contract and any funds awarded hereunder.

XI. FEES

Subrecipient and its subcontractors shall impose no fees upon the recipients of any services provided through this agreement except as explicitly authorized by Center of Workforce Innovations, Inc.

XII. PROGRAM AND OTHER INCOME

Any program income earned by Subrecipient from activities conducted with funds obtained through this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and Federal program rules, rebates, regulations, and policies. Interest on any grant funds, rebates, credits, discounts and refunds earned by Subrecipient on funds provided pursuant to this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations and policies. Subrecipient must maintain and provide to Center of Workforce Innovations, Inc. and/or its fiscal agent an accounting of all program income, interest, rebates, credits, discounts, and refunds earned as a result of funds being provided through this agreement.

XIII. LICENSING STANDARDS

Subrecipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this agreement. Center of Workforce Innovations shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify Center of Workforce Innovations, Inc. immediately thereof.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Center of Workforce Innovations in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violation must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Subrecipient will comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so is a material breach of the contract and grounds for immediate termination of the contract.

XIV. ELIGIBILITY, APPEALS AND DISPUTES

- A.** The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria, policies, and operating procedures.
- B.** Center of Workforce Innovations, Inc. and Subrecipient agree to maintain procedures in accordance with state and federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal. Such procedures shall provide for expeditious resolution of grievances by Subrecipient's personnel at the decision-making level who have authority to initiate corrective action.
- C.** Subrecipient agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this agreement which are not affected by a dispute. Should Subrecipient fail to continue without delay to perform its responsibilities under this agreement in the accomplishment of all non-disputed work, any additional costs incurred by Subrecipient or Center of Workforce Innovations, Inc. or its fiscal agent as a result of such failure to proceed shall be borne by Subrecipient, and Subrecipient shall make no claim against Center of Workforce Innovations, Inc. nor its fiscal agent for such costs.

- D. Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in the following order: (1) this Contract and (2) Attachments prepared by Center of Workforce Innovations.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that the Subrecipient has enrolled and is participating in the E-Verify program; has provided documentation to Center of Workforce Innovations that it has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien. Center of Workforce Innovations may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

XVI. AFFIRMATIVE ACTION

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

XVII. NON-DISCRIMINATION

- A. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
- (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to

carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- B.** Accessibility and Reasonable Accommodation pursuant to federal WIOA regulations, the Subrecipient will assure that the following is provided in the One-Stop delivery systems.
- i) Facilities and programs which are architecturally and programmatically accessible
 - ii) Reasonable accommodations for individuals with disabilities
 - iii) Cost allocation method for making reasonable accommodations (i.e shared or paid by one entity)
- C.** The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.
- D.** Furthermore, the parties agree that all brochures, pamphlets, and other publications which promote WIOA programs must include the following language: "This WIOA Title 1-funded program/activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities" Where a telephone number is provided, the materials must also include a TTD/TTY or relay service number.'
- E.** It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.
- F.** Subrecipient agrees to abide by and comply with all terms and conditions set forth in servicing Limited English Proficiency customers.

XVIII. RELIGIOUS ACTIVITIES

Subrecipient agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

XVIX. POLITICAL ACTIVITY

Subrecipient certifies that the funding provided by Center of Workforce Innovations, Inc. through this agreement shall not be used to further any type of political or voter activity.

XX. TELEPHONE SOLICITATIONS

As required by IC 5-22-3-7: Subrecipient and any principals of the Subrecipient certify that

- (A) Subrecipient, 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) Subrecipient will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

XXI. DRUG-FREE WORKPLACE

- A. Subrecipient will make a good faith effort to provide and maintain, during the term of this contract, a drug-free workplace. It will also give written notice to Center of Workforce Innovations, Inc. within ten (10) days after receiving actual notice, that Subrecipient or an employee of Subrecipient has been convicted of a criminal drug violation occurring in Subrecipient's workplace.
- B. Subrecipient agrees that this contract is expressly subject to the terms, conditions, and representations contained in the "Drug-Free Workplace Certification" executed by Center of Workforce Innovations, Inc. in conjunction with this contract which is appended hereto after "Signature Page".
- C. It is further expressly agreed that the failure of Subrecipient to, in good faith comply with the terms of the above paragraph shall constitute a material breach of this contract, and shall entitle Center of Workforce Innovations, Inc. to place Subrecipient on probation.
- D. Likewise Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 2001 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18.

XXII. LOBBYING ACTIVITIES

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, Subrecipient hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Subrecipient shall complete and submit "Standard Form-LLL", "Disclosure Form to Report Lobbying." If Subrecipient is required to submit "Standard Form-LLL," the form and instructions for preparation of the form may be obtained from State.
- C. Subrecipient shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

XXIII. DEBARMENT AND SUSPENSION

Subrecipient certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

XXIV. CONFLICT OF INTEREST

- A. Subrecipient will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B. Subrecipient will not participate in the selection, award or administration of any procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term "immediate family" will mean wife, husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.
- C. Subrecipient will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor.
- D. Subrecipient agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Subrecipient will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and

Safety Act of 1970, 29 USC 651 et seq., Subrecipient will not expose participants to surrounding 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.

- E. Pursuant to IC 22-4.5-7-6 and any regulations promulgated there under
- i. Subrecipient hereby assures and certifies that the Subrecipient shall not provide One Stop Operator or Fiscal Agent services for the same regional area.
 - ii. Center of Workforce Innovations, Inc. acting as the One Stop Operator shall not contract with the Subrecipient to perform One Stop Operator duties.
 - iii. Subrecipient's contract shall be for one year, but may be extended (without competitive bid process) for a period of not more than 12 months after the original end date, contingent upon the quality of services. State standards for quality services will be established.
 - iv. Subrecipient or any representative of the Subrecipient shall not be a member of the Regional Workforce Board.

XXV. OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- A. Center of Workforce Innovations, Inc. shall have unlimited rights in data first produced or delivered in the performance of this contract (except for restricted computer software). This includes processes delivered or furnished under this contract, and all other data delivered under this contract.
- B. Subrecipient by obtaining permission/approval from Center of Workforce Innovations, Inc. has the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Subrecipient in the performance of this contract and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent in the below paragraph of the clause.
- C. Subrecipient by obtaining permission/approval may establish claim to copyright consisting in data first produced in the performance of this contract, except as otherwise provided in this contract. Subrecipient grants to Center of Workforce Innovations, Inc. and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Center of Workforce Innovations, Inc.
- D. Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of Center of Workforce Innovations and/or the Indiana Workforce Development upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the State Property Management Policy.

XXVI. AUTHORITY TO BIND

Notwithstanding, anything in this agreement to the contrary, the signatory for the Subrecipient represents that he/she has been duly authorized to execute this agreement on its behalf.

XXVII. WAVIER OF RIGHTS

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

XXVIII. SEVERABILITY

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

XXXIV. REMEDIES NOT IMPAIRED

No delay or omission of Center of Workforce Innovations, Inc. exercising any right or remedy available under this agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence hereto.

XXX. FEDERAL PARTICIPATION

Pursuant to P. L. 103-333, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the activities funded through this agreement, Subrecipient shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with federal funds; 2) the dollar amount of federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXXI. RELATIONSHIP OF THE PARTIES

Center of Workforce Innovations, Inc. and Subrecipient acknowledge the separateness of their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their respective employees shall be construed to be agents, employees or representatives of the other. Any contracts made using grant funds between Subrecipient and any third party are the sole responsibility of Subrecipient.

XXXII. CRIMINAL LIABILITY

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

XXXIII. COMPLETE AGREEMENT

This Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Subrecipient or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Subrecipient/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 employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Debie M. Cable

Signature of Subrecipient

President/CEO

Title

SIGNATURE PAGE

IN WITNESS WHEREOF, “Subrecipient” and “Center of Workforce Innovations, Inc.” have by duly authorized representatives entered into this agreement.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

Goodwill Industries of Michiana, Inc.
Subrecipient Corporate Name

1805 Western Ave, South Bend, IN 46619
Subrecipient Mailing Address

Debbie M Cable 08/16/2024
Subrecipient CEO/ Exec. Director Signature and Date

Debie M Coble

Typed Name/Title

Board Member Signature and Date

N/A

Typed Name/Title

Tammy Stump, Senior Workforce Associate 219-462-2940
Printed Name of Contact Person for Contract and Phone Number

If the contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

FOR CENTER OF WORKFORCE INNOVATIONS, INC.

Lisa Daugherty

Lisa M. Daugherty, President and CEO

08/19/2024

Date

ATTACHMENT A
Goodwill Industries of Michiana, Inc.
WIOA ADULT RE-ENTRY
July 1, 2024– June 30, 2025

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Re-Entry work is done both in the WorkOne and outside for outreach. As this is a WorkOne project, all staff must use the WorkOne brand for all customer & employer interactions, outreach, marketing, and placements.
- Participation goal, including carry in and new enrollments, at the WIOA Participation level: 325 for Re-Entry participants
- Use of the Charity Tracker referral system for receiving and sending referrals
- Design, administer, and deliver re-entry services for individuals with a felony or misdemeanor in their background that are released into the community and are unemployed at the time of enrollment.
- Services and activities shall include workshops, job search assistance, career counseling, work experience, access to occupational skills training, support services, case management, placement, and follow up. Use of 220 Leadership for Adult enrollments may be included.
- Work experience wages must be paid at the rate of comparable positions with the company where the individual is placed.
- Follow all policies and guidance as outlined for the Region 1 WIOA Adult customer.
- Document all interactions with customers in the designated customer database.
- Participate in program management and coordination meetings.
- Provide monthly progress reports and other reports as requested.
- Co-lead community based Re-Entry Workshops with designate WorkOne system staffer
- All Business Services work will conducted in coordination with the designated WorkOne Business Services Representative. Attend Business Services Team meetings as needed.
- As outlined in WIOA, these funds cannot be used for court related costs or expungement.
- Meet or exceed the following Adult performance metrics:

WIOA Performance Metrics:	
Standard	Target
Employment Rate 2 nd Quarter After Exit	78.9%
Employment Rate 4 th Quarter After Exit	77.5%
Median Earnings	\$7,030
Credential Attainment	69.0%
Measurable Skills Gain	62.5%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	65%
Wage Change	\$2,000



Completed Document Audit Report

Completed with SignWell.com

Title: CWI-25-013 Goodwill - ReEntry

Document ID: 7ee2e171-d67c-43e8-ad17-84a9993b17d6





Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI-25-013 Goodwill - ReEntry.pdf

Aug 16, 2024 09:25:16 CDT

Activity

 Jordan Burke IP: 67.175.179.46	created the document (jburke@cwicorp.com)	Aug 16, 2024 09:27:06 CDT
 Jordan Burke IP: 67.175.179.46	sent the document to ldaugherty@cwicorp.com	Aug 16, 2024 09:27:32 CDT
 Lisa Daugherty IP: 2a01:111:f400:7e8b::100	first viewed document (ldaugherty@cwicorp.com)	Aug 19, 2024 10:54:06 CDT
 Lisa Daugherty IP: 174.239.116.192	signed the document (ldaugherty@cwicorp.com)	Aug 19, 2024 10:54:33 CDT



Partnership Agreement

Between the WIOA Required Partners of the NWI Regional One Stop System & The Northwest Indiana Workforce Board (NWIWB)

Lisa M. Daugherty, President & CEO

Individual designated by the Local Board
Chair to lead PA negotiations

L.Daugherty@cwicorp.com

Email address

Erin Sizemore, CFO

Impartial individual designated by the Local
Board Chair to lead annual budget
negotiations

ESizemore@cwicorp.com

Email address

PARTIES TO PA	TYPED NAME
Local Workforce Development Board (WDB) Chair	Karen Kopka
Chief Elected Official	Jeffrey DeYoung, Jasper County
Chief Elected Official	Kyle Allen Sr., Lake County
Chief Elected Official	Connie Gramarossa, La Porte county
Chief Elected Official	Barb Regnitz, Porter County
Chief Elected Official	Mike Tiede, Pulaski County
Chief Elected Official	Charles Chesak, Starke County
REQUIRED PARTNERS AS PARTIES TO PA	ENTITY ADMINISTERING PROGRAM TYPED NAME
Title I: WIOA Adult & Dislocated Worker	Center of Workforce Innovations, Inc.
Title I: WIOA Adult & Youth	Goodwill Industries of Michiana, Inc. and JobWorks, Inc.
Title I: WIOA Youth	Boys & Girls Club of Greater NWI, Gary Alumni Pathway to Students, Mental Health of America NWI, and TradeWinds
Title II: Adult Education and Literacy	Center of Workforce Innovations, Neighborhood Educational Opportunities, Workforce Development Services
Title III: Employment Programs under Wagner-Peyser	Indiana Department of Workforce Development

PARTIES TO PA		TYPED NAME
Title IV: Vocational Rehabilitation Services		Indiana Divisions of Families and Social Services Administration (FSSA)
Perkins/Post-secondary Career & Technical Education		Ivy Tech Community College
Unemployment Insurance		Indiana Department of Workforce Development
Job Counseling, Training, Placement Services for Veterans		Indiana Department of Workforce Development
Trade Adjustment Assistance (TAA)		Indiana Department of Workforce Development
Migrant and Seasonal Farmworkers		Proteus, Inc.
Community Services Block Grant (CSBG)		Northwest Indiana Community Action Network
Senior Community Services Employment Program (SCSEP)		VANTAGE Aging
Senior Community Services Employment Program (SCSEP)		Goodwill Industries of Michiana, Inc.
Senior Community Services Employment Program (SCSEP)		AARP Foundation, Inc.
TANF		Indiana Divisions of Families and Social Services Administration (FSSA)
Second Chance		Not Funded in our Area
OTHER REQUIRED PROGRAMS OFFERED IN THIS LOCAL AREA AS PARTIES TO PA		IF MARKED YES, LIST THE ENTITY ADMINISTERING PROGRAM
National Farmworker Jobs Program	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Proteus, Inc
Housing and Urban Development Employment and Training Activities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SCILL, Inc
Job Corps	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Camp Atterbury (MTC)
Youth Build	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Anew Life Youth Development Corporation

PURPOSE AND SCOPE: This Partnership Agreement (PA) defines the manner in which the Required One Stop Partners will participate as partners in the One Stop System referred to as the Northwest Indiana Regional One Stop System (also known as the network of WorkOne in NWI). This partnership with the Northwest Indiana Workforce Board (NWIWB), is intended to benefit the employers and citizens in our communities. Center of Workforce Innovations, Inc. (CWI) serves in the role as One Stop Operator on behalf of the NWIWB.

The purpose of this Partnership Agreement (PA) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Northwest Indiana Regional One Stop System create a seamless, customer-focused WorkOne (American Job Center) network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

The Mission, Principles, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall NWI community. The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the NWI WorkOne system. The Parties to this PA agree that joint funding is an essential foundation for an

integrated service delivery system and necessary to maintain the NWIWB's high-standards.

PRINCIPLES & COLLECTIVE MISSION OF THE PARTNERS: Jointly, the partners agree to work together to:

- Deliver skilled and credentialed workers to employers by implementing employer demand strategies that result in employer ready candidates.
- Create and maintain a cooperative working relationship that facilitates joint planning of services.
- Build a workforce system that upgrades NW Indiana's workplace skills and enhances the region by working together to eliminate barriers to employment that job seekers may have (such as: child care, food, housing, citizenship, education and skill level, lack of credentials, etc).
- Create a network of referring partners with ease of access for customers

The Partners will coordinate services together in the following fashions (Partnership Level is identified in Attachment A):

- Co-Location, either part time or full time, of Career Services at specified partner sites
- Direct real-time access to each other via use of an electronic referrals system
- Registration of all customers in Indiana Career Connect during initial customer interactions

The Partners will convene at least quarterly to review commitments to each other, system outputs and outcomes, and ensure customer access. Each partner agrees to participate in the meetings in person or remotely to maximize services to customers and avoid duplication. The partners will utilize the regular meetings to analyze available data and ensure that opportunities for system improvement are identified and pursued.

PA DEVELOPMENT: This PA is developed to confirm the understanding of the Parties regarding the operation and management of the nine WorkOne Centers in the Northwest Indiana seven county region. The NWIWB provides local oversight of workforce programming for the Northwest Indiana seven county region. All Partners participated in the negotiation of this PA.

REQUIRED ASSURANCE LANGUAGE: As noted in 29 CFR Part 38.25:

- 1) Each application for financial assistance, under Title I of WIOA, as defined in § 38.4, must include the following assurance:
 - (i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
 - (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant will also comply with equal opportunity assurance requirements as outlined in 29 CFR Part 38.25. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

NAME AND LOCATIONS OF THE ONE STOP CENTERS: The NWIWB has established two comprehensive One Stop Centers in addition to designated affiliate sites.

Comprehensive Locations:

- WorkOne Hammond
200 Russell Street, 5th Floor
Hammond, Indiana 46320
- WorkOne Portage
Ameriplex Commercial Park
1575 Adler Circle, Suite A
Portage, Indiana 46368

Affiliate Locations:

- WorkOne LaPorte
300 Legacy Plaza
LaPorte, Indiana 46350
- WorkOne Gary
504 Broadway; 4th Floor
Gary, Indiana 46402
- WorkOne Michigan City
301 E 8th St, Suite 120
Michigan City, IN 46360
- WorkOne Morocco
4117 S 240 West, Suite 400
Morocco, Indiana 47963
- WorkOne Rensselaer
105 E Drexel Parkway, Suite 1
Rensselaer, Indiana 47978
- WorkOne Winamac
118 N Sally Drive
Winamac, Indiana 46996
- WorkOne Knox
1913 S. Heaton St
Suite B
Knox, Indiana 46534

DESCRIPTION OF ONE STOP SERVICES & ROLES OF THE WIOA PARTNERS OF THE NORTHWEST INDIANA REGIONAL ONE-STOP SYSTEM (See Appendix B for Service Offerings by Partner. Braided funding and integration of all services are the foundation of this PA):

- **WIOA Title I, Adult and DLW (CWI, Inc; Goodwill Industries of Michiana, Inc., JobWorks, Inc.).** WIOA Adult and DLW funded Service provider staff are integrated into the One Stop system by function. Services offered include career and training services to help job seekers who are at least 18-years old succeed in the labor market. In the delivery of career services and training services funded by WIOA Adult, WIOA establishes a priority of service for serving low-income individuals, recipients of public assistance, as well as individuals who are basic skills deficient. The WIOA Adult and DLW programs offer career advising where appropriate, funding for training where appropriate and available, sharing of employer demand and employer intelligence, onsite access to Indiana's labor exchange database (ICC) for job orders and job search activity, informational level career search workshops offered at One Stop Centers, and sharing of career cluster documents and career pathway information. Per DOL TEGL, 16-16, The WIOA Adult program is

responsible for combined planning, shared performance indicators across the One Stop system, and service delivery alignment with other One Stop partners. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.

- **WIOA Title I, Youth (*Boys & Girls Club of Greater Northwest Indiana, Gary Alumni Pathway to Students, Goodwill Industries of Michiana, Inc., JobWorks, Inc., Mental Health of America NWI, and TradeWinds, Inc.*)**. Service provider staff funded by WIOA Youth are integrated into the One Stop system by function where possible and appropriate. Tailored Youth Career services and Training services are available for One Stop system customers between the ages of 16-24 who meet the established eligibility criteria and where resources allow. Services may be delivered at a One Stop Center, a school, or a local partner's location. Career services, training services, and Employer related services are closely coordinated with the functions of the One Stop Partners' services.
- **WIOA Title II, Adult Education, Literacy, and English Language Support (*CWI in collaboration with Hammond, Merrillville, East Chicago, and Michigan City School Corporations, Neighborhood Educational Opportunities, Workforce Development Services*)**. Adult Education services support the One-Stop system by assisting adults and out of school youth to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency. Specifically, the Adult Education team assists with high school completion, post-secondary entrance testing, education remediation, literacy, and increasing English language skills. They also assist immigrants and other English language learners acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship. Adult Education programs are co-located within the One Stop Centers where possible. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.
- **Wagner-Peyser and State Labor Exchange (WP), Trade Adjustment Assistance Act (TAA), Unemployment Insurance (UI), and Veterans (JVSG) (*State of Indiana Department of Workforce Development*)**.
 - The Wagner-Peyser Act of 1933 establishes the Employment Service (ES), a nationwide public labor exchange that provides employment services. The ES brings together employers seeking workers and job seekers. In the State of Indiana, Indiana Career Connect (ICC) serves as the labor exchange system and is available for all One Stop Partners. Key elements of this include: job matching, resume preparation, and access to labor market information; assistance in listing and filling job vacancies, including basic screening and referral of qualified job seekers. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.
 - DWD WP staff are integrated into the One Stop system by function and deliver services ranging from career advising, employer support, job matching, placement, workshops, assessments and testing, and basic over the shoulder assistance for job search processes. Services may be delivered at a One Stop Center, a school, or a local partner's location. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.
 - UI staff members deliver services virtually throughout NWI. Customers can access services through the Uplink system. Links are established on customer computers at all partner locations where possible. In addition, customers have direct access to the UI staff via an 800- number and specified phone lines

inside several of the WorkOne Centers. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.

- TAA and RTAA are collectively referred to as the TAA program and provide assistance to workers who have been adversely affected by foreign trade. The program seeks to provide adversely affected workers with opportunities to obtain the skills, credentials, resources, and support services to become reemployed. case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- JVSG provides key services to Veterans and eligible spouses. The Disabled Veteran Outreach (DVOP) staff are specialists who provide key case management and career advising services to Veterans with significant barriers to employment. Local Veteran Employment Representatives (LVER) provide outreach to employers to help Veterans achieve employment. All services follow specific federal regulations and guidance letters. All JVSG participants must be co-enrolled and have a common exit with the Wagner-Peyser Act ES. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- **Vocational Rehabilitation (VR), Temporary Aide to Needy Families (TANF), and the Supplemental Nutrition Assistance Program (SNAP) (*State of Indiana Family and Social Services Administration*).**
 - Vocational Rehabilitation Services (VR) provides quality individualized services to enhance and support people with disabilities to prepare for, obtain or retain employment. The individual will work closely with a VR counselor throughout the process. Through active participation in their rehabilitation, people with disabilities achieve greater levels of independence in their work place and living environments. VR staff members provide itinerant services in the Region's full service One-Stop WorkOne Centers (Gary, Hammond, LaPorte and Portage). They ensure all VR related job-seeking and job-ready clients are engaged in services. VR case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
 - Temporary Assistance for Needy Families (TANF) provides cash assistance and supportive services to assist families with children under age 18, helping them achieve economic self-sufficiency. Children under 18 who are living with their parent(s) or relative such as a grandparent, aunt, uncle etc., who meet specific nonfinancial criteria and whose countable family monthly income meets the following income guidelines. IMPACT services are a critical element of Indiana's welfare reform initiatives which places an increasing emphasis on "work first." "Work First" means that individuals are expected to accept a job when it can be secured with their existing education and skills. Services offered through IMPACT partners address a broad range of barriers that may inhibit individuals from seeking and maintaining employment. IMPACT case management and career advising, training, and employer services are coordinated with the One Stop funded partners in relation to functional position.
 - SNAP support is designed to raise the nutritional level of low income households. It enables low-income families to buy nutritious food through Electronic Benefits Transfer (EBT) cards. To qualify for SNAP applicants must meet certain non-financial and financial requirements. Provisions of IMPACT as described above are also applied to SNAP participants.
- **Older Americans Act, Title V (SCSEP) (*National Able, Inc., Goodwill Industries of Michiana, Inc., and AARP FOUNDATION, Inc.*).** SCSEP is a community service and work-based job training program for older Americans. The programs provide training for low income, unemployed older Americans and supportive services that allow them to participate in the training. Participants must be at least 55 years old, unemployed, and have a family income of no more than 125% of the federal poverty level. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position. In addition, the programs may be co-located in a One Stop Center.

- **National Farmworker Jobs Program (NFJP), Migrant and Season Farmworker (*Proteus, Inc.*)**. NFJP is a program of services for migrant and seasonal farmworkers. The program provides career and training services, youth services, housing assistance services, and related assistance to eligible participants. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- **Technical Education Act, programs at the postsecondary level (*Ivy Tech Community College*)**. The purpose of the Technical Education Act is to develop more fully the academic, career, and technical education skills of postsecondary students who elect to enroll in CTE programs. The program assists with aligning education and training. The staff of the regional postsecondary universities coordinate with the One Stop system and partners with regard to the training in in-demand occupations for participants as funding allows. Employer services are coordinated with the One Stop Partners in relation to functional position.
- **Community Services Block Grant Act (CSBG), Employment and Training Activities (*Northwest Indiana Community Action Network*)**. CSBG services are focused on the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- **Department of Housing and Urban Development (HUD) through OCRA, Employment and Training Activities (*SCILL, Inc.*)**. The local HUD programs work to improve lives by providing quality, affordable housing options and promoting education and economic self-sufficiency for community members. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- **Job Corps at Camp Atterbury (*MTC*)**. Job Corps is a national program that operates in partnership with States and communities. Services are provided to youth age 16-24 include: academic, career, and technical education, service-learning, and social opportunities primarily in a residential settings, for low-income young people. The One Stop Partners collaborate to further support Job Corps with outreach, recruitment, career transition services, and connection with local job opportunities.

ONE STOP OPERATOR: The NWIWB selected the one-stop operator, CWI, Inc., through a competitive process in accordance with the Uniform Guidance¹, WIOA and its implementing regulations, and Local procurement laws and regulations. The primary scope of work for the One Stop Operator is regional service delivery coordination across the WorkOne system. This includes planning, day-to-day operations and services for the Northwest Indiana Regional One-Stop System. Functional details are outlined in the Responsibilities and Commitments section, under One-Stop Operator. The OSO is prohibited, in its role as OSO, from performing certain functions, including particular functions related to developing and preparing the NWIWB local plan, providing monitoring of itself as OSO, managing or significantly participating in an evaluative role of the OSO procurement process, selecting or terminating the OSO or providers of career services or youth services, negotiating local performance accountability measures, or developing or submitting the Northwest Indiana Workforce Board Budget, as set forth in WIOA, 20 CFR 678.620(b).

¹ Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900.

REFERRALS: All of the Partners use a cost shared electronic referral system to initiate, work, and track referrals across all Partners. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. The One Stop Operator will procure the electronic system on behalf of the Partners, ensure all Partners have access to the electronic referral system, assist Partners with training on the referral system, and provide regular reports to the Partners on the utilization of the referral system. All Partners will refer their customers to other Partners as needed via the referral system. In order to facilitate such a system, Partners agree to:

- Familiarize themselves and train identified program staff with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the NWI WorkOne network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms, where possible,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner programs by using the specified electronic referral system,
- Commit to, within 72 hours of receiving an electronic referral, the customer will be contacted and a status update will be placed into the system,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

RESPONSIBILITIES AND COMMITMENTS: The signatory agency commits to participate as an official Partner in the area's One Stop system. Planning, day-to-day operations and services for the Northwest Indiana Regional One-Stop System fall under the jurisdiction of the One-Stop Operator. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC at one of the Partner locations.

Each One Stop Partner has their own eligibility requirements that customers must meet to access services. The determination of eligibility does not necessarily mandate a shared customer will receive services. All service delivery is dependent upon available funding and staffing levels which is determined by each individual One Stop Partner for each of their funding streams. Braided funding and integration of all services are the foundation of this PA. Customers across partners are co-enrolled when appropriate, necessary, and as eligibility and available funding allows. The One Stop Partners will coordinate resources and services to ensure customer-centered service delivery for all customers.

Northwest Indiana Regional One-Stop System Commitments:

- ◆ A simplified and coordinated system focused on employment and self-sufficiency, with ease of customer access
 - Co-location and on-site presence across Partners where possible
 - Ensure services are accessible to individuals with disabilities pursuant to the Americans with Disabilities Act.
 - Implementation of Veteran priority as outlined in respective funding streams.
 - Utilization of the established electronic referral process system across partners.

- High level of customer satisfaction with services
 - Collaborative strategies for education and training services rooted in career pathways for job seekers and incumbent workers
 - All referrals across Partners will occur inside of the specified electronic referral system. Within 48 hours of receiving a referral the customer will be contacted and a status update will be placed into the system.
- ◆ A One-Stop system focused on local in-demand skills as defined by local labor market information
 - Career counseling and labor market information rooted in employer demand is offered to all job seekers and job changers;
 - Coordination of employer services and quality support to all employers on screening, hiring and training;
 - Ensure that information on current and future jobs is readily available to all customers
 - Provide information on workers, both in the form of prospective applicants and as general local labor market information, to all employers
 - High level of employer satisfaction with services
 - ◆ Where possible, recognize an organizational interface with a single data system whereby One Stop services can be recorded and tracked without requiring duplication on the part of shared job seeker or employer.
 - Share specific referral, output, and outcome information as required.
 - Share employer intelligence across Partners
 - Build on each other's prior and current work with a customer. (ie. shared academic and career plans or learning across partners, shared assessment results across partners, etc.)

The One Stop Operator will assist the partners to be successful by:

1. Hiring Functional leaders for the teams (Career Services and Business Services). As such, they will have the authority to organize and supervise Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record.
2. Recognizing the partner group and their services as an official part of this system.
3. Reviewing requests for policy development, resource needs, and new program ideas as generated by the Partners.
4. Providing ongoing oversight activities to ensure that Northwest Indiana Regional One-Stop System outcomes are being achieved and customer satisfaction levels remain strong.
5. Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed. In addition, offer and track professional development activities.
6. Forwarding any resource opportunities that could expand or enhance the work of the Northwest Indiana Regional One-Stop System.
7. Supporting any special initiatives established by local partner groups proven to enhance the existing system.
8. Bringing innovative technology opportunities to the One Stop System which enhance and better coordinate services.
9. Convening regular partner meetings.
10. Ensuring that State requirements for center certification are met and maintained.
11. Provide ongoing reports to the Partners on the use of the electronic referral system.

12. Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
13. Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams.
14. Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
15. The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
16. Oversee and coordinate partner, program, and NWI WorkOne network performance. This includes but is not limited to:
 - Providing and/or contributing to reports of center activities, as requested by the NWIWB,
 - Providing input to the formal leader (partner program official) on the work performance of staff under their purview,
 - Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status,
 - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
 - Collaborating with the NWIWB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
 - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
 - Evaluating customer satisfaction data and propose service strategy changes to the NWIWB based on findings.
 - Manage fiscal responsibilities and records for the center. This includes assisting the NWIWB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

The Partners agree to assist the Northwest Indiana Workforce System to be successful by:

1. The Northwest Indiana Regional One-Stop System and services will be promoted to users of the partner's services.
2. Participate in cross informing, providing training to other partners, share professional development opportunities, and engage in other activities that are mutually beneficial
3. The Partner will have a signed Computer Systems agreement on file with the One Stop Operator's technology team for each staffer working inside of a WorkOne office. *See Attachment C*
4. Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:
 - Effective communication, information sharing, and collaboration with the one-stop operator,
 - Joint planning, policy development, and system design processes,
 - Commitment to the joint mission, vision, goals, strategies, and performance measures,
 - The design and use of common intake, assessment, referral, and case management processes,
 - The use of common and/or linked data management systems and data sharing methods, as appropriate,

- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- Partners will ensure compliance by their staff members who work at a Partner location by following the Partner' policies and procedures.

DATA SHARING AND CONFIDENTIALITY: Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this PA, by itself, does not function to satisfy all of these requirements.

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

All Partners expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees—including, but not limited to:

- The Privacy Act (5 USC 552a).
- The Family Educational and Privacy Rights Act (20 USC 1232g; 34 CFR part 99)
- 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
- Health Insurance Portability and Accountability Act and the related HIPAA Privacy Rule, also called Standards for Privacy of Individually Identifiable Health Information.
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603)

In addition, all Partners shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38.25),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS

- *Equal Opportunity Assurances:* The parties to this agreement will assure that it will fully comply with the nondiscrimination and equal opportunity provisions of Section 134 of WIOA and its implementing regulations at 29 CFR Part 38.25. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship, or his or her participation in any WIOA Title 1-financially assisted program or activity.
- *Discrimination Complaint Procedures:* The parties to this agreement will assure those complaints alleging discrimination on any of the above bases will be processed in accordance with 29 CFR Part 38 and related sections. The Department of Workforce Development will issue a revision to the complaint procedure policy (DWD Communication 99-20) developed pursuant to this section and approved by the U.S. Department of Labor's Civil Rights Center. The revision will provide detailed instructions on the specific steps to be followed in processing discrimination complaints in the Northwest Indiana Regional One-Stop System.
- *Accessibility and Reasonable Accommodation:* Pursuant to 29 CFR Part 38.25 through 38.39 the parties to this agreement will assure that the following is provided in the Northwest Indiana Regional One-Stop System:
 - Facilities and programs are architecturally and programmatically accessible:
 - Reasonable accommodations for individuals with disabilities as referenced in 20CFR 678.500(b)(4)
 - The method of which costs will be allocated for making reasonable accommodation will relate to the direct program involvement of the individual making the request.
- *Obligation to Provide Notice:* The parties to this agreement will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with 29 CFR Parts 38.25 of the implementing regulations for Section 188 of WIOA.
- *Inclusiveness:* "The Center of Workforce Innovations' believes that people of diverse backgrounds and circumstances can join together in accomplishing our mission. To make Northwest Indiana a better place for all, CWI will continue to respect people whose circumstances or characteristics are different from our own. We shall be an agent for economic growth by enhancing workforce development opportunities for all in order to have a globally competitive, skilled, adaptable, motivated and diverse workforce."

PRIORITY OF SERVICE: All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

PERFORMANCE EXPECTATIONS: The partner agrees to submit, upon request, to the One Stop Operator and or designee data from its respective program(s) that apply to WIOA system standards and or common measures set

forth by the Federal, State or the Regional Workforce Board. This information includes but is not limited to: employment information, retention information, wages, credentials, satisfaction results, state/federal system standards, and any locally developed standards set forth by the CWI. Partners will share information regarding the number of joint referrals & successes. All information will be collected and reported to the NWIWB.

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Northwest Indiana Regional One Stop system. Additional services may be provided on a case by case basis and with the approval of the NWIWB. See *Appendix B for Service Offerings by Partner*

BASIC CAREER SERVICES <i>(Services and resources available to the general public without enrollment into the WIOA program or any Partner's program.)</i>	EMPLOYER SERVICES <i>(Services and resources available to employers that are provided by Partners and Sub-Contractors of Partners.)</i>	STAFF SUPPORTED INDIVIDUALIZED SERVICES <i>(Services available to persons who meet the eligibility requirements as defined in the Act and subsequent regulations. Services funded by WIOA Adult are subject to Priority of Service regulations.)</i>	STAFF SUPPORTED TRAINING SERVICES <i>(Services available to persons who meet the defined eligibility, prerequisites, and occupations in demand. Services funded by WIOA Adult are subject to Priority of Service regulations.)</i>
<ul style="list-style-type: none"> • Eligibility determination for target/partner programs • Outreach, intake, orientation • Labor Exchange Services (ES) • Initial skills assessment • Job search • Access to labor market information (LMI) • Training provider information • Self Service computer based activities • Referral to and coordination Partners and community resources • General career search information in a group setting • Information and assistance with filing unemployment claims • Scheduling appointments with Partners 	<ul style="list-style-type: none"> • Labor Exchange activities • Provision of Labor market Information to the One Stop System • Provision of ongoing employer intelligence regarding skills and employment needs • Customized screening and referral of qualified participants in training services to employers • Customized services to employers, employer associations, or other such organizations, on employment-related issues • Customized recruitment events and related services for employers including target job fairs • Customized labor market information for specific employers, sectors, industry clusters, • And other similar customized services 	<ul style="list-style-type: none"> • Comprehensive assessment and interpretation of skill levels • In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals • Creation of Individual employment plans • Group career counseling • Individual career and employment counseling • Career Planning • Case management • Short-term pre-vocational classes and services: development of learning skills, communications skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training • Internships and Transitional jobs and work experiences • Workplace preparation activities • Financial literacy services • Out of area job search and relocation assistance • English language acquisition and integrated education and training programs 	<ul style="list-style-type: none"> • Occupational skills training • Combined workplace/classroom such as apprenticeships • Skill upgrading and retraining • Adult education and literacy activities, including activities of English language acquisition • Customized training by employers with a commitment to employ an individual upon successful completion of the training • Incumbent worker training

ONE STOP OPERATING BUDGET and Infrastructure Funding Agreement: The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the NWI WorkOne network. Within this budget, each partner's contribution to certain costs will be agreed upon by the One-Stop partners, CEOs, and the NWIWB. The master budget will contain a both Infrastructure Costs and Additional Costs. As per WIOA (20 CFR Part 678, Subpart E; 34 CFR 361.700 through 361.760; 34 CFR 463.700 through 463.760), infrastructure costs are the responsibility of all one-stop partner programs. The one-stop partner's proportionate share must be calculated in accordance with Uniform Guidance based upon a reasonable cost allocation methodology whereby infrastructure and additional costs are charged in proportion to use of the the NWI WorkOne Network relative to benefit received. When allocating the shared costs each partner's portion will be applied consistently, proportionately, and support relative benefit. The methodology will abide by the percentage limitations outlined with each of the partner funding sources and in WIOA Section 121 (h)(2)(D)(II)(ii). Partners can pay their shared portions as cash, non-cash, and in-kind and can include any funding from philanthropic organizations, other private entities, or alternative financing options.

The parties to this PA agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding strategy that:

- Establishes and maintains the service delivery system at a level that meets the needs of jobseekers and businesses in NWI
- Reduces duplication and maximizes program impact through sharing of services, resources, and technologies among Partners thereby improving each program's effectiveness
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including Uniform Guidance.

The Partners agree that the one-stop operating budget to be the master budget and is the final budget necessary to maintain a high-standard of service delivery for NWI and is applicable for all comprehensive one-stop centers and any affiliates designated by the NWIWB. The budget includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure Costs
- Additional Costs (Career Services)
- Additional Costs (Shared operating costs and shared services (non-Career Services))
- Partner Direct Costs (Exclusive Costs)

All relevant costs are included in this PA and have been allocated according to proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners are expected to negotiate in good faith and seek to establish reasonable and fair outcomes.

COST ALLOCATION METHODOLOGY: All Partners in the NWI WorkOne Network have outlined in Attachment A of this PA their organization's level of representation and frequency in each of the one stop offices.

The NWIWB has selected to allocate the cost of dedicated space based on square footage. All other shared

Infrastructure/Shared costs will be allocated based on full-time equivalent (FTE) employees within each location. These allocation bases were chosen in an effort to remedy the imbalance of varying space requirements of Partners and to comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop centers and relative benefit received. Other Infrastructure Costs, such as Technology and Outreach, may be allocated to all partners based on relative benefit received utilizing another allocation base as determined by all partners. NWI WorkOne Network as determined that the electronic referral system constitutes Technology as defined as an Infrastructure Costs. These costs are allocated to each Partner.

In addition, each Partner will contribute a fixed amount to support the chosen electronic referral system.

COST RECONCILIATION AND ALLOCATION BASE UPDATE: All Parties agree that a semi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process in the established NWIWB reporting format:

- Partners will provide the NWIWB with the information by one-stop center site no later than January 15th and July 15th, or as requested and as applicable:
 - cost information and documentation of the actual costs
 - Square footage of any dedicated space
 - Updated staffing information (per the 1st day of the in July and January), and
- Upon receipt of the above information, the NWIWB will:
 - Compare the budgeted costs to actual costs,
 - Update the allocation bases, and
 - Apply the updated allocation bases, as described above, to determine the actual costs allocable to each partner
 - Prepare an updated budget document showing cost adjustments
 - Prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter
 - Submit the invoices and copies of the updated budget to all Parties no later than February 15th and August 15th, as applicable. The Partners understand that the timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner providing the necessary cost information. For Partners that advance funds, the NWIWB will only send a copy of the updated budget.
- Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the NWIWB or their fiscal agent no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds, the NWIWB may draw down funds for quarterly payments upon approval via email of the reconciled budget.
- Partners will communicate any disputes with costs in the invoice or the adjusted budget to the NWIWB in writing. The NWIWB will review the disputed cost items and respond accordingly to the Partner and within ten (10) days of receipt of notice of the disputed costs. If necessary, the NWIWB will revise the invoice and the adjusted budget upon resolution of the dispute.

INFRASTRUCTURE FUNDING AGREEMENT: Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop System, including; but, not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,

- Technology to facilitate access to the One-Stop System, including technology used for the center's planning and outreach activities.

All parties to this PA and IFA recognize that these costs are applicable to all required Partners based on relative benefit received. Partners not colocated may not contribute to each infrastructure line item if there is no relative benefit received. All partners receive benefit from items such as the referral system and agree to contribute to the referral system based on proportionate use. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

Partners that are not allocated costs of the One Stop System will not receive any other budget forms in addition to the summary budget. Partners that are allocated costs of the One Stop System will receive a supplemental budget for their organization/program. Please note that costs allocated to WIOA-Youth or Adult Basic Education will be funded through their respective funding sources before subcontracts are awarded to subproviders. Costs will be reviewed annually to account for changes and needed adjustments.

All costs are included in the PA, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a semi-annual basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and seek to establish outcomes that are reasonable and fair.

PERIOD, AMENDMENTS, & RENEWAL: This Partnership Agreement (PA) begins **July 1, 2022** and ends on **June 30, 2025** unless circumstances arise that either party sees fit to modify or cancel the terms of this agreement. The PA will be reviewed (and amended if substantial changes have occurred), not less than once every 3-year period to ensure appropriate funding and delivery of services. The final, approved one stop operating budget, which encompasses the infrastructure/additional costs funding agreements, will be incorporated annually into the PA through amendment procedures.

MODIFICATIONS AND PROBLEM-SOLVING: This Partnership Agreement (PA) is entered into between the partners effective the date above and is coordinated by CWI serving as the NWIWB designee. This PA may be reviewed and amended at any time providing all parties agree in writing to changes proposed. When a modification is needed, the NWIWB designee will make all partners aware of the particulars surrounding the modification. A modification request made by one party must be responded to within 90 days. The amendment will be reviewed by all parties of the PA and they will reach an agreement on the elements of the PA that have changed. Once agreement is reached, a signed Amendment for each partner is added to the PA.

Non-substantive changes to the PA, such as minor revisions to the budget or adjustments made due to the reconciliation of the budget, do not require renewal or amendment of this PA. Substantial changes, such as changes in one stop partners, or a change due to new Chief Elected Official will require renewal of the PA.

Either party may withdraw from this PA by giving written notice of intent to withdraw at least ninety (90) calendar days in advance of the effective withdrawal date. Either party may call a meeting to discuss and resolve any differences that may arise either as a partner or in the context of offering joint services.

TERMINATION: This PA will remain in effect until the end date specified in the Period and Renewal section, unless:

- All Parties mutually agree to terminate this PA prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this PA succeeding the first fiscal period. Any party unable to perform pursuant to PA due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this PA.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this PA and such breach is not cured within thirty (30) days after receiving written notice from the NWIWB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this PA by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the PA must convene within thirty (30) days after the breach of the PA to discuss the formation of the successor PA. At that time, allocated costs must be addressed. Any party may request to terminate its inclusion in this PA by following the modification process identified in the Modification Process section above. All Parties agree that this PA shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

INDEMNIFICATION: The Partners agree to and do hereby indemnify, defend, and hold harmless CWI and the NWIWB and its agents, officers, employees, any related or affiliated organizations, and committees from all claims and suits, including court costs, attorneys' fees, and other expenses caused by any act or omission of the Partners or their agents, if any, in the performance of this agreement. CWI and the NWIWB shall not provide such indemnification to the Partners.

RELIGIOUS ACTIVITIES: Partner agrees that activities conducted in conjunction with the One Stop System shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

TELEPHONE SOLICITATIONS: As required by IC 5-22-3-7: Partner and any principals of the Partner certify that

- A. Partner, 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. Partner will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

DEBARMENT AND SUSPENSION: Partner certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

AUTHORIZING LAW: The Workforce Innovation and Opportunity Act of 2014 (WIOA) Sec. 121(c)(1) requires NWIWB, with the agreement of the Chief Elected Official (CLEO), to develop and enter into a Partnership Agreement (PA) between the NWIWB and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; Joint Rule for the Unified and Combined State Plans, Performance Accountability, and the One-Stop

System Join Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

The NWIWB is responsible for the development of a local plan, for entering into an PA with the local WIOA One stop System Partners which supports the necessary services to implement the local plan, and the performance of the functions described in Section 121(e)(1) of the WIOA. Each Partner referenced in this PA has an authorizing law and specific regulations which provide the Partner the legal authority to engage in the specific programs, activities, or services.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA Sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

CONFLICT OF INTEREST

- A. Partner will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B. Partner will not participate in the selection, award or administration of any procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term "immediate family" will mean wife, husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.
- C. Partner will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential sub-contractor or Partners affiliated with this agreement.
- D. Partner agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Contractor will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq., Partner will not expose participants to surrounding 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.

AUTHORITY TO BIND: Notwithstanding, anything in this agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute this agreement on its behalf.

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

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

REMEDIES NOT IMPAIRED: No delay or omission of CWI exercising any right or remedy available under this agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence hereto.

RELATIONSHIP OF THE PARTIES: NWIWB and the Partner acknowledge the separateness of their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their respective employees shall be construed to be agents, employees or representatives of the other.

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

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION: This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total aPant of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

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

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Partner'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Partner'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

NON-COLLUSION AND ACCEPTANCE: The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

By signing my name below, I, Tammy Bigler certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature verifies that my agency has received the requirements for participation in the Work One One-stop System:

- ☒ The PA including Attachments A, B, & C
- ☒ The Operating Budget (Attachment C)
- ☒ The Infrastructure Funding Agreement (IFA) (page 15 of this document)

By signing this document, I also my agency agrees with the requirements for participation in the Work One One-stop System:

- ☒ The PA including Attachments A, B, & C
- ☒ The Operating Budget (Attachment C)
- ☒ The Infrastructure Funding Agreement (IFA) (page 15 of this document)

I understand that this PA may be executed in counterparts, each being considered an original, and that this PA expires either:

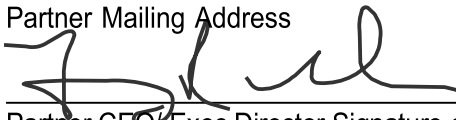
- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2025, whichever occurs earlier.

VANTAGE AGING

Partner Corporate Name

388 S. Main Suite 325 Akron Ohio 44311

Partner Mailing Address



12/6/23

Director of Workforce Development

Partner CEO/ Exec Director Signature and Date

Typed Title

Board Member (If Required) Signature and Date

Typed Title

If the PA/contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

NWIWB:

Karen Kopka

Board Chair, NWIWB

Karen Kopka

09/24/2024

Signature

Date

Local Chief Elected Official:

Barb Regnitz

Chief Elected Official, NWIWB

Barb Regnitz

09/23/2024

Signature

Date

Partner Contact for this agreement:

Tammy Bigler

Director of Workforce Development

Name

Title

Tbigler@vantageaging.org

330-253-4597 ext 136

Email

Phone

NWIWB Contact for this Agreement:

- Fiscal: Erin Sizemore, CFO, CWI - 219-462-2940

Attachment A: Partnership Level

SCSEP

WIOA Partner Funding Stream

Vantage Aging

Partner Corporate Name

Check the appropriate box(es):

☒ Services delivered by your organization onsite at a local WorkOne

Detail of hours or frequency your organization is present at a WorkOne and space/technology needs: Regional Manager and staff participant provide information regarding program, eligibility and do intake and counselling sessions. WorkOne Portage normally has someone on site during operating hours. Other locations as indicated below are by appointment and Regional manager will reservice space as needed.

____ Partner location where WorkOne staff delivers services at the Partner location

Detail of location, hours or frequency of when a WorkOne staff is at your location: _____

Please indicate all WorkOne locations where services are delivered by your organization onsite at a WorkOne:

☐
☒
☒
☒
☒

All WorkOne Locations
WorkOne Gary
WorkOne Hammond
WorkOne LaPorte
WorkOne Portage

☒
☐
☐
☐
☒

WorkOne Express Jasper County
WorkOne Express Newton County
WorkOne Express Starke County
WorkOne Express Pulaski County
WorkOne Express Michigan City

Additional Needs and Notes Regarding Use of Space:

Only WorkOne Portage has dedicated space for Vantage. The Regional Manager will travel to Gary, Hammond, LaPorte, Jasper and Michigan City by appointment and will arrange use of common space for these appointments.

Attachment B: Service Offerings by Partner

Service Type	Activity	WIOA Adult and DLW	WIOA Youth	AE	Older Amer's Act	Career & Tech Ed – Carl Perkins	Na'l Farm Worker Prog	Com Svs Block Grant	TAA	VETS/ JVSG	WP	RESEA	HUD E&T	SNAP and TANF	UI	Voc Rehab
Basic	Outreach, intake, orientation	X	X	X	X	X	X	X	X	X	X	X	X	X		X
	Access to Labor Exchange Services	X	X	X	X		X	X	X	X	X	X		X		
	Initial skills assessment	X	X	X	X	X	X	X	X	X	X	X	X			X
	Job search	X	X	X	X	X	X	X	X	X	X	X		X		X
	Access to labor market information (LMI)	X	X	X	X	X	X		X	X	X	X		X		X
	Training provider information	X	X	X	X	X	X	X	X	X	X	X	X	X		X
	Self Service computer based activities	X	X	X		X	X		X	X	X	X		X		
	Referral to and coordination with Partners and community resources	X	X	X	X	X	X	X	X	X	X	X	X	X		X
	General career search information in a group setting	X	X	X		X	X		X	X	X	X	X	X		
	Information and assistance with filing unemployment claims														X	
	Scheduling appointments with Partners	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Employer	Labor Exchange activities	X							X	X	X			X		X
	Provision of Labor market Information to the One Stop System	X				X			X	X	X			X		X
	Provision of ongoing employer intelligence regarding skills and employment needs	X			X	X	X		X	X	X		X	X		X
	Customized screening and referral of qualified participants in training services to employers	X			X		X		X	X	X		X	X		X
	Customized services to employers, employer associations, or other such organizations, on employment-related issues	X				X			X	X	X			X		X

	Customized recruitment events and related services for employers including target job fairs	X							X	X	X					X
	Customized labor market information for specific employers, sectors, industry clusters,	X				X			X	X	X					X
Staff Supported Individualized	Comprehensive assessment and interpretation of skill levels	X	X	X	X	X	X	X	X	X	X	X			X	X
	In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals	X	X	X	X		X	X	X	X	X	X		X	X	X
	Creation of Individual employment plans	X	X		X		X		X	X	X	X		X	X	X
	Group career counseling	X	X		X		X	X	X	X	X	X		X	X	
	Individual career and employment counseling	X	X		X	X	X	X	X	X	X	X		X	X	X
	Career Planning	X	X		X	X	X	X	X	X	X	X		X	X	X
	Case management	X	X		X		X	X	X	X	X	X		X	X	X
	Short-term pre-vocational classes and services: development of learning skills, communications skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training	X	X		X		X		X	X	X			X		
	Internships and Transitional jobs and work experiences	X	X		X		X							X		
	Workplace preparation activities	X	X	X	X	X	X		X	X	X			X		
	Financial literacy services	X	X		X	X	X		X	X	X			X		
	Out of area job search and relocation assistance	X	X				X		X							
	English language acquisition and integrated education and training programs	X	X	X		X	X		X							

Staff Supported Training Services	Occupational skills training	X	X		X	X	X		X				X	X		X
	Combined workplace/classroom such as apprenticeships	X	X			X	X		X							X
	Adult education and literacy activities, including activities of English language acquisition			X		X	X		X							
	Customized training by employers with a commitment to employ an individual upon successful completion of the training	X	X		X	X			X				X			X
	Incumbent worker training	X				X	X						X			



Attachment C:

**Use of Computer Systems and All Other Electronic Devices—including Storage Media
(To be signed by each staff accessing the WorkOne network)**

General Computer Usage

Computers and related equipment are critical business tools for WorkOne Northwest staff and partners. All computer usage within WorkOne must be limited to business purposes only. Users may be monitored at any time in the event it is believed there has been misuse.

Software, Licensing, and Copyright

The use of computer programs that are the property of CWI-WorkOne and/or the State of Indiana must be confined to programs and applications fully licensed that have been installed by or been granted written consent from the Regional Operator and/or Technology Manager. The WorkOne One Stop Operator does not support or tolerate the infringement of copyright laws when gathering information from the internet.

Facilitation of Customer Machines

A key function of the WorkOne Northwest system is to provide job search, career guidance, labor market information, career/education/training, job placement, and partner services to individuals and companies. Again these services rely heavily on computer systems with Internet access. All WorkOne Northwest staff and partners should enforce all policies and appropriate use of technology by their respective customers.

Outside Equipment

Use of equipment and technology brought in by outside groups, customers, or partners that are not fully integrated into the WorkOne network should be limited including use of not approved flash storage drives. There is a wireless access point in all offices and use of this resource should again be limited to the services offered by WorkOne or the partner.

By signing this document, I certify that I have read, understand and agree to the terms of the above and that I have received a copy of this procedure.

Vantage Aging

Partner Organization (please print)

Tammy Bigler

Name (please print)

Signature

9/23/24
Date



Completed Document Audit Report
Completed with SignWell.com

Title: PY23 Region 1 PA WIOA -Template (Vantage Aging) signed)

Document ID: 0c686ad9-743b-435e-bb7a-30aec705747a







Time Zone: (GMT-06:00) Central Time - Chicago

Files

PY23 Region 1 PA WIOA -Template (Vantage Aging) s.docx

Sep 23, 2024 15:32:46 CDT

Activity

 Jordan Burke IP: 50.240.130.17	created the document (jburke@cwicorp.com)	Sep 23, 2024 15:33:15 CDT
 Jordan Burke IP: 50.240.130.17	sent the document to barb.regnitz@porterco.org and kkopka@amerlic.com	Sep 23, 2024 15:35:19 CDT
 Barb Regnitz IP: 2607:fb90:a135:457f:4d6e:304c:3e4:262f	first viewed document (barb.regnitz@porterco.org)	Sep 23, 2024 18:33:08 CDT
 Barb Regnitz IP: 2607:fb90:a135:457f:4d6e:304c:3e4:262f	signed the document (barb.regnitz@porterco.org)	Sep 23, 2024 18:35:39 CDT
 Karen Kopka IP: 93.180.226.162	first viewed document (kkopka@amerlic.com)	Sep 24, 2024 09:15:10 CDT
 Karen Kopka IP: 50.234.99.178	signed the document (kkopka@amerlic.com)	Sep 24, 2024 09:15:29 CDT



CONTRACT FOR SERVICES

This agreement, **#CWI-25-001** entered into by and between **Center of Workforce Innovations, Inc. (CWI)** and **JobWorks, Inc.** (hereinafter referred to as "*Subrecipient*") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to provide funding to Subrecipient so that Subrecipient may provide the services and activities as listed in the Attachment as described under the Workforce Innovation and Opportunity Act (WIOA) and in keeping with all local Northwest Indiana Workforce Board policies/procedures.

The overall intent of the Workforce Innovation and Opportunity Act Funds is to not only provide services to the workforce and employers, but also to develop a local One Stop system and incorporate all partner organizations into the design. To this end the contractor will be held accountable to work directly and in a cooperative fashion with Center of Workforce Innovations as the One Stop Operator to develop this system, address continuous improvements and constantly seek innovations that will keep the overall workforce investment system current and responsive to local needs. All offices, signage, marketing, and materials must represent the Region 1 WorkOne system as approved rather than the Subrecipient's organization.

Center of Workforce Innovations, Inc. as the One Stop Operator oversees the service delivery system for the seven counties in Economic Growth Region (EGR) 1. Our initiative requires the subrecipient to seamlessly manage client services and offer or provide access to all aspects of locally approved plan of services to WIOA youth customers.

CWI expects the Subrecipient's work to support the accomplishment of the following strategic objectives:

- 1)** Offer the youth and employers in our area the highest quality and most responsive employment and training services available within the state.
- 2)** Increase information through the use of anecdotal examples available to CWI.
- 3)** Coordinate services between programs, schools, and One Stop Partners.
- 4)** Provide required information and comply with all reporting requirements and deadlines imposed by CWI, the One Stop Operator, the Northwest Indiana Workforce Board (NWIWB), and Midwest Urban Strategies to satisfy the Department of Labor and Indiana Workforce Development through the use of local reports, MIS management and regular performance tracking and accountability.

- 5) Streamline operations to ensure that minimal duplication occurs either between programs or partner organizations.
- 6) Meet all program standards set forth while remaining within the minimum and maximum expenditures set forth by the terms of this contract.
- 7) Remain current with and in compliance with all CWI, NWIWB, Indiana Workforce Development, and Department of Labor policies.

II. GENERAL TERMS

- A. See Attachment A or Program Requirements, General Needs and Technical Requirements, and required linkages with other systems.
- B. Center of Workforce Innovations, Inc. acting as the One Stop Operator is sole party to the contract with the Subrecipient.
- C. This agreement shall become active as of **July 1, 2024**, and remain in effect through **June 30, 2025**. Center of Workforce Innovations, Inc. reserves an option to renew for a second and third year based on program and fiscal performance. Any funds remaining at Program Year end date return to Center of Workforce Innovations, Inc.
- D. Subrecipient must operate a service delivery system capable of offering Youth services (including the 14 core elements required for youth programming under the Workforce Innovation and Opportunity Act). These services must be offered in all locations in Lake, La Porte and Porter Counties.
- E. Subrecipient shall be reimbursed by Center of Workforce Innovations, Inc. for agreed upon costs incurred by Subrecipient in conducting activities pursuant to this agreement and included herewith as referenced above. Subcontractor may be reimbursed through this agreement in an amount not to exceed the total amount of **\$1,660,000 (One million six hundred sixty thousand Dollars)** In addition, the total amount will be divided into the following categories:

WIOA In School and Out of School Youth - \$1,660,000

- F. Subrecipient shall fully comply with the requirements of the Workforce Innovation and Opportunity Act, Official Case Management System Guidance, Trade Assistant rules, Wagner Peyser regulations, and all State and Federal regulations issued pursuant to the Act, and with all policies determined applicable by Center of Workforce Innovations, Inc. and agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Subrecipient and approved by Center of Workforce Innovations, Inc. for the purpose of obtaining funding through this agreement.
- G. Subrecipient will provide the services described in Attachment A of this agreement.

- H. Subrecipient will meet the performance objectives as contained this agreement.
- I. All expenditures of funds under this agreement will be in accordance with the budget of the contract and with the laws, regulations, and policies issued by Department of Labor, Indiana Workforce Development, and Center of Workforce Innovations, Inc. Subrecipient will comply with local minimum expenditure policy.
- J. Subrecipient and its subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with Center of Workforce Innovations and/or Indiana Workforce Development, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Subrecipient or its subcontractors violate any applicable ethical standards, Center of Workforce Innovations may, in its sole discretion, terminate this contract immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under Indiana Code 4-2-6-12, 35–44.1-1-4, and under other applicable laws.
- K. The Subrecipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- L. The Subrecipient 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 Center of Workforce Innovations of any such actions. During the term of such actions, the Subrecipient agrees that Center of Workforce Innovations may suspend funding under this Agreement. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and Center of Workforce Innovations decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that Center of Workforce Innovations may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

III. **SPECIFIC TERMS**

- A. Subrecipient shall operate a program in each location that provides services to all eligible youth customers. Case management is handled in the State of Indiana designated system(s) currently called Indiana Career Connect (ICC). Subrecipient will use the Indiana Department of Workforce Development approved client case management and labor exchange system(s) to track and manage program eligible/enrolled individuals. The information and referral customers will be tracked as referrals and as basic customers in the State approved case management public labor exchange system.

- B.** Subrecipient agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Center of Workforce Innovations, Inc., as the primary party of this contract, becomes dissatisfied with the work of, or working relationship with, those individuals assigned to perform services under this agreement, Center of Workforce Innovations, Inc. may request the replacement of any or all such individuals or may terminate this agreement in accordance with section VII.
- C.** The Subrecipient and Center of Workforce Innovations, Inc. agree to act in good faith to fully cooperate and communicate with each other in carrying out the terms of this agreement in order to achieve the goals of Region 1 as an integrated workforce system including all WIOA programs.
- D.** The Subrecipient agrees to identify that their program is partially funded by Center of Workforce Innovations and/or Indiana Workforce Development and/or the Northwest Indiana Workforce Board in any publicity, marketing, or media events as the sponsoring organizations. Program publicity should be brought to the attention of CWI staff prior to its access by the general public. All materials must be published clearly as a WorkOne brand.
- E.** The Subrecipient must file the State of Indiana E1 (Entity Annual Report) form with the State Board of Accounts within the required timeframe. Failure to do so may result in suspension and/or termination of funding.

- A.** Subrecipient shall be paid upon availability of funds as allowable by the funding source. The costs that may be claimed for reimbursement include fair share of staff salaries, rent and overhead costs, and customer service delivery as identified in Section 1. Subrecipient shall not utilize the funds to promote, assist or deter union organizations. Subrecipient shall not utilize funds for employment generating activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, economic development activities, or similar activities that are not related to training for eligible individuals. Subrecipient shall not utilize funds for foreign travel. Subrecipient shall not utilize funds to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system. In addition, subrecipient agrees to abide by the CWI policy guidance on Procurement, Minimum Expenditures, and use of funds for. Subrecipient will provide relevant expense documentation as requested by CWI.
- B.** The parties agree that Center of Workforce Innovations, Inc.'s payment through this contract is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this agreement, Center of Workforce Innovations, Inc. is under no obligation to make payment hereunder, except to the extent that funds are available.
- C.** Center of Workforce Innovations is exempt from state, federal, and local taxes. Center of

Workforce Innovations will not be responsible for any taxes levied as a result of this contract.

- D.** Subrecipient represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of all funds awarded to the Subrecipient by Center of Workforce Innovations and received from separate funding sources.
- E.** Subrecipient shall maintain financial and accounting records, which identify costs attributable to each service specified in Sections 1 and 2. Subrecipient shall further maintain written, direct cost methodologies, which identify procedures for attributing costs to each account. More restrictive fiscal accountability may be required of Subrecipient by Center of Workforce Innovations, Inc. should it be determined that Subrecipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.
- F.** Nonprofit organizations are required to follow 29 CFR 95.22, 29 CFR 97.21 and DWD policy 1998-11 requirements for cash management. The regulations state that recipients and sub-recipients must maintain a financial management system and written policies to ensure that the time elapsing between receipt of funds and disbursement is minimized. Program income must be used prior to requesting grant funds from the State of Indiana or Department of Labor. Grant fund cash must be maintained in an interest bearing account. Subrecipient will follow written cash management policies and procedures to ensure compliance with all local, state and federal regulations.
- G.** Subrecipient shall maintain the funds received from Center of Workforce Innovations, Inc. pursuant to this agreement for employment and training activities under separate identifiable accounts and shall use the funds solely for the purposes set forth in this agreement, in accordance with the terms of this agreement and in the Attachment section.
- H.** Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflects all costs incurred by Subrecipient pursuant to this agreement. Subrecipient shall manage all funds received through this agreement in accordance with the cost principles identified in office of Management and Budget Circulars A-87 (Government Entities), A-122 (Nonprofit Organizations), A-21 (Educational Institutions), or 48 C.F.R. Part 31 (For-Profit Entities).
- I.** Subrecipient agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- J.** No costs may be incurred against this agreement by Subrecipient before the start date and after the expiration date previously specified.
- K.** Subrecipient shall, upon written demand by Center of Workforce Innovations, Inc., be

required to repay Center of Workforce Innovations, Inc. all sums paid by Center of Workforce Innovations, Inc. to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, Center of Workforce Innovations, Inc. shall have the right to off set such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount. Furthermore, Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees harmless from any and all claims, damages, costs and causes of action that may result from audit exception or cost disallowance.

- L. Subrecipient shall, upon request of Center of Workforce Innovations, Inc. administer evaluations of service provided and submit such evaluations to Center of Workforce Innovations, Inc. as prescribed.
- M. Subrecipient will comply with minimum expenditure levels set by Center of Workforce Innovations.

V. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. Subrecipient shall maintain such records as required by WIOA legislation, the U.S. Department of Labor, State of Indiana, and Center of Workforce Innovations, Inc. to ensure the integrity of financial transactions, to enable Center of Workforce Innovations, Inc. to evaluate and determine the effectiveness of program activities and to meet Federal reporting requirements.
- B. Subrecipient 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. Subrecipient 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.
- C. Subrecipient will ensure an objectively procured annual financial audit of each funding source. The cost of this audit is the responsibility of the Subrecipient and a final report and all action due March 10, 2025, and each subsequent 10th day of March.
- D. Subrecipient will make available to Center of Workforce Innovations, Inc. the Secretary of Labor, the Comptroller General of the United States or any duly authorized representative any books, documents, papers, and records which are directly related to the Subrecipient's program.
- E. Subrecipient shall maintain all records relative henceforth during the effective period of this agreement and for a period of three (3) years from the date Subrecipient submits to Center of Workforce Innovations, Inc. its final financial status report pursuant to this agreement, or one (1) year from the resolution of any outstanding administrative, program

or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this agreement begins on the date of the disposition, replacement, or transfer of such equipment.

- F. Subrecipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit or inspection conducted by authorized representatives of the State of Indiana or the United States Government.
- G. Subrecipient agrees that Center of Workforce Innovations, Inc. has the right to make recommendations and findings in connection with any monitoring or audit of Subrecipient's operations, and Subrecipient agrees to comply with any corrective actions specified by Center of Workforce Innovations, Inc., within the time limits established by Center of Workforce Innovations, Inc.
- H. Following any monitoring visit by Center of Workforce Innovations, Inc. to Subrecipient, and including state and/or federal monitoring, Center of Workforce Innovations, Inc. will provide a written report to Subrecipient. Center of Workforce Innovations, Inc.'s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Subrecipient. In the event that specific corrective action is required, Subrecipient will have thirty (30) days from the receipt of the directions to comply unless a different time period for correction is specified by Center of Workforce Innovations, Inc. A failure of Subrecipient to comply with Center of Workforce Innovations, Inc.'s specific directions will be treated as a breach of this agreement. In the case of a dispute Center of Workforce Innovations, Inc. and Subrecipient will meet at the earliest convenience to resolve the issue in question.
- I. Subrecipient will provide to Center of Workforce Innovations, Inc. and update as necessary, the Subrecipient's personnel policy and job descriptions and organizational chart, which apply to the employees involved in the operation of this program.

VI. MODIFICATION

- A. Center of Workforce Innovations, Inc. has the right to revise or modify this agreement in whole or in part based on its funding and planning under the State of Indiana and WIOA legislation. Center of Workforce Innovations, Inc. shall have the right to modify this agreement in the instance of inadequate funding levels provided to Center of Workforce Innovations, Inc. upon giving a thirty (30) day written note to the Subrecipient.
- B. All modifications to this agreement must be in writing.
- C. Requests from the Subrecipient for interpretations or modifications must be made in writing to Center of Workforce Innovations, Inc.

VII. SUSPENSION AND TERMINATION

- A.** Notwithstanding other termination provisions in this agreement, either party may terminate this agreement by providing the other party with written notice at least thirty (30) days in advance, before such termination is to occur and specifying the date of termination.
- B.** Center of Workforce Innovations, Inc. has the right to terminate this agreement in the event there are inadequate funds provided to Center of Workforce Innovations, Inc. upon giving of thirty (30) days written notice to Subrecipient.
- C.** Center of Workforce Innovations, Inc. has the right to recommend corrective action and any timeframe necessary to achieve this action in the event that it identifies Subrecipient deficiencies. The Subrecipient will then have the opportunity to demonstrate within the established timeframe that the action needed to correct has been taken and the deficiency no longer exists. The time during which the Subrecipient is making the required corrective action or immediately proceeding this action will be considered a probationary period for the Subrecipient. Probation will allow Center of Workforce Innovations, Inc. to more closely scrutinize the operations, finances, and conformance of the Subrecipient.
- D.** Center of Workforce Innovations, Inc. has the right to terminate this agreement in accordance with the provisions of probation as stated in the previous paragraph.
- E.** If Center of Workforce Innovations, Inc. determines that substantial non-performance or violation of this contract or of the provisions of the Workforce Innovation and Opportunity Act or other applicable laws is especially severe, Center of Workforce Innovations, Inc. has the right to terminate this agreement without a probationary period. In such an instance, Subrecipient will be provided, written notice by Center of Workforce Innovations, Inc. of the effective date of termination and reasons for the termination.
- F.** Subrecipient agrees that Center of Workforce Innovations, Inc. may terminate this agreement if Subrecipient ceases doing business for any reason. Center of Workforce Innovations, Inc. will notify Subrecipient of termination in writing. The termination shall be effective from the date Subrecipient ceases doing business.
- G.** The parties acknowledge and agree that this contract may be terminated immediately by either party should the other party attempt to assign, transfer, convey or encumber this contract in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.
- H.** Upon expiration or termination of this agreement, Center of Workforce Innovations, Inc. may require that all documents including, but not limited to, client files, data, studies, and reports, prepared by Subrecipient pursuant to this agreement, be delivered to Center of Workforce Innovations, Inc. Center of Workforce Innovations, Inc. may require the transfer of records or property to its own offices or to a designated successor.

- I. In the event, that Center of Workforce Innovations, Inc. is terminated as the One Stop Operator, the Regional Workforce Board will be assigned this contract and the Regional Workforce Board can then make a new assignment of its interest in the contract to the new One Stop Operator. The new One Stop Operator is required to continue the contract with the current Subrecipient or if a new contract needs to be written, the One Stop Operator is allowed to sole source to the current Subrecipient, pursuant to all other terms of their original contract.

VIII. CONFIDENTIALITY

The parties agree that all information, including but not limited to client information, received by Subrecipient or its subcontractors in administering the terms and provisions of this agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this agreement and the requirements of all other applicable state or federal laws, rules, and regulations.

IX. INDEMNIFICATION

Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees. Furthermore, Subrecipient holds Center of Workforce Innovations, Inc. harmless from any and all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of the Subrecipient in the performance of this contract.

Center of Workforce Innovations agrees to and does hereby indemnify Subrecipient and its officers, agents, employees, any related or affiliated organizations, and committees. Furthermore, Center of Workforce Innovations, Inc. hold Subrecipient harmless from any and all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of Center of Workforce Innovations in the performance of this contract.

X. INSURANCE AND BONDING

- A. Subrecipient shall, at its sole cost and expense, provide comprehensive and general liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$5,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to Center of Workforce Innovations, Inc., shall name Center of Workforce Innovations as an additional insured, and shall also contain a provision for at least ten (10) days' notice to Center of Workforce Innovations, Inc. of cancellation. Subrecipient shall provide Center of Workforce Innovations, Inc. with a Certificate evidencing such insurance prior to the release of any funds. Failure to maintain such insurance shall result in the termination of this agreement.
- B. Subrecipient shall provide a fidelity bond in the amount of (i) \$100,000 or (ii) the highest single total disbursement planned pursuant to this contract and all other contracts or

grants outstanding to Subrecipient, whichever is higher, and covering all persons responsible for handling funds received or disbursed under this contract. The bond must show Center of Workforce Innovations, Inc. as **the obligee**. It shall be the Subrecipient's responsibility to see that all persons handling funds under this contract are bondable. Failure to provide such evidence to Center of Workforce Innovations, Inc. shall result in termination of this contract and any funds awarded hereunder.

XI. FEES

Subrecipient and its subcontractors shall impose no fees upon the recipients of any services provided through this agreement except as explicitly authorized by Center of Workforce Innovations, Inc.

XII. PROGRAM AND OTHER INCOME

Any program income earned by Subrecipient from activities conducted with funds obtained through this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and Federal program rules, rebates, regulations, and policies. Interest on any grant funds, rebates, credits, discounts and refunds earned by Subrecipient on funds provided pursuant to this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations and policies. Subrecipient must maintain and provide to Center of Workforce Innovations, Inc. and/or its fiscal agent an accounting of all program income, interest, rebates, credits, discounts, and refunds earned as a result of funds being provided through this agreement.

XIII. LICENSING AND OTHER LABOR STANDARDS

Subrecipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this agreement. Center of Workforce Innovations shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify Center of Workforce Innovations, Inc. immediately thereof.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the Center of Workforce Innovations in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of

40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award subrecipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Subrecipient will comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so is a material breach of the contract and grounds for immediate termination of the contract.

XIV. ELIGIBILITY, APPEALS AND DISPUTES

- A.** The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria, policies, and operating procedures.
- B.** Center of Workforce Innovations, Inc. and Subrecipient agree to maintain procedures in accordance with state and federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal. Such procedures shall provide for expeditious resolution of grievances by Subrecipient's personnel at the decision-making level who have authority to initiate corrective action.
- D.** Subrecipient agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this agreement which are not affected by a dispute. Should Subrecipient fail to continue without delay to perform its responsibilities under this agreement in the accomplishment of all non-disputed work, any additional costs incurred by Subrecipient or Center of Workforce Innovations, Inc. or its fiscal agent as a result of such failure to proceed shall be borne by Subrecipient, and Subrecipient shall make no claim against Center of Workforce Innovations, Inc. nor its fiscal agent for such costs.
- E.** Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in

the following order: (1) this Contract and (2) Attachments prepared by Center of Workforce Innovations.

XV. Employment Eligibility Verification

As required by IC §22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that the Subrecipient has enrolled and is participating in the E-Verify program; has provided documentation to Center of Workforce Innovations that it has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien. Center of Workforce Innovations may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

XVI. Affirmative Action

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

XVII. NON-DISCRIMINATION

- A.** As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
- (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed

above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- B.** Accessibility and Reasonable Accommodation pursuant to federal WIOA regulations, the Subrecipient will assure that the following is provided in the One-Stop delivery systems.
 - i) Facilities and programs which are architecturally and programmatically accessible.
 - ii) Reasonable accommodations for individuals with disabilities
 - iii) Cost allocation method for making reasonable accommodations (i.e. shared or paid by one entity)
- C.** The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.
- D.** Furthermore, the parties agree that all brochures, pamphlets, and other publications which promote WIOA programs must include the following language: "This WIOA Title 1-funded program/activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities" Where a telephone number is provided, the materials must also include a TTD/TTY or relay service number.'
- E.** It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.
- F.** Subrecipient agrees to abide by and comply with all terms and conditions set forth in servicing Limited English Proficiency customers.

XVIII. RELIGIOUS ACTIVITIES

Subrecipient agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

XVIX. POLITICAL ACTIVITY

Subrecipient certifies that the funding provided by Center of Workforce Innovations, Inc. through this agreement shall not be used to further any type of political or voter activity.

XX. TELEPHONE SOLICITATIONS

As required by IC 5-22-3-7: Subrecipient and any principals of the Subrecipient certify that

- (A) Subrecipient, 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) Subrecipient will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

XXI. DRUG-FREE WORKPLACE

- A. Subrecipient will make a good faith effort to provide and maintain, during the term of this contract, a drug-free workplace. It will also give written notice to Center of Workforce Innovations, Inc. within ten (10) days after receiving actual notice, that Subrecipient or an employee of Subrecipient has been convicted of a criminal drug violation occurring in Subrecipient's workplace.
- B. Subrecipient agrees that this contract is expressly subject to the terms, conditions, and representations contained in the "Drug-Free Workplace Certification" executed by Center of Workforce Innovations, Inc. in conjunction with this contract which is appended hereto after "Signature Page".
- C. It is further expressly agreed that the failure of Subrecipient to, in good faith comply with the terms of the above paragraph shall constitute a material breach of this contract, and shall entitle Center of Workforce Innovations, Inc. to place Subrecipient on probation.
- D. Likewise, Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 1994.

XXII. LOBBYING ACTIVITIES

- A.** Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, Subrecipient hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Subrecipient shall complete and submit "Standard Form-LLL", "Disclosure Form to Report Lobbying." If Subrecipient is required to submit "Standard Form-LLL," the form and instructions for preparation of the form may be obtained from State.
- C.** Subrecipient shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

XXIII. DEBARMENT AND SUSPENSION

Subrecipient certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

XXIV. CONFLICT OF INTEREST

- A.** Subrecipient will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B.** Subrecipient will not participate in the selection, award, or administration of any procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term "immediate family" will mean wife, husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law,

daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.

- C. Subrecipient will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor.
- D. Subrecipient agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Subrecipient will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq., Subrecipient will not expose participants to surrounding 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.
- E. Pursuant to IC 22-4.5-7-6 and any regulations promulgated there under
 - i. Subrecipient hereby assures and certifies that the Subrecipient shall not provide One Stop Operator or Fiscal Agent services for the same regional area.
 - ii. Center of Workforce Innovations, Inc. acting as the One Stop Operator shall not contract with the Subrecipient to perform One Stop Operator duties.
 - iii. Subrecipient or any representative of the Subrecipient shall not be a member of the Regional Workforce Board.

XXV. OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- A. Center of Workforce Innovations, Inc. shall have unlimited rights in data first produced or delivered in the performance of this contract (except for restricted computer software). This includes processes delivered or furnished under this contract, and all other data delivered under this contract.
- B. Subrecipient by obtaining permission/approval from Center of Workforce Innovations, Inc. has the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by Subrecipient in the performance of this contract and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent in the below paragraph of the clause.
- C. Subrecipient by obtaining permission/approval may establish claim to copyright consisting in data first produced in the performance of this contract, except as otherwise provided in this contract. Subrecipient grants to Center of Workforce Innovations, Inc. and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Center of Workforce Innovations, Inc.
- D. Title to all non-expendable personal property acquired with funds provided herein shall

immediately become the property of Center of Workforce Innovations and/or the Indiana Workforce Development upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the State Property Management Policy.

XXVI. AUTHORITY TO BIND

Notwithstanding, anything in this agreement to the contrary, the signatory for the Subrecipient represents that he/she has been duly authorized to execute this agreement on its behalf.

XXVII. WAVIER OF RIGHTS

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

XXVIII. SEVERABILITY

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

XXXIV. REMEDIES NOT IMPAIRED

No delay or omission of Center of Workforce Innovations, Inc. exercising any right or remedy available under this agreement shall impair any such right or remedy or constitute a waiver of any default or acquiescence hereto.

XXX. FEDERAL PARTICIPATION

Pursuant to P. L. 103-333, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the activities funded through this agreement, Subrecipient shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with federal funds; 2) the dollar amount of federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXXI. RELATIONSHIP OF THE PARTIES

Center of Workforce Innovations, Inc. and Subrecipient acknowledge the separateness of their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their

respective employees shall be construed to be agents, employees, or representatives of the other. Any contracts made using grant funds between Subrecipient and any third party are the sole responsibility of Subrecipient.

XXXII. CRIMINAL LIABILITY

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

XXXIII. COMPLETE AGREEMENT

This Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions, or documents.

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Subrecipient and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

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

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Rebecca Griffiths

JobWorks CEO

Signature of Subrecipient

Title

Contract Data		
1	Subrecipient Name	JobWorks, Inc.
2	Subrecipient Unique Entity Identifier; DUNS or SS Number	GL3HQC�KBH25
3	Federal Award Identification Number (FAIN) or State NOO Number	23A55AY000044
4	Federal or State Date of Award to the Grant Recipient by the Federal Agency or Pass Through Entity	7/1/2024
5	Subaward Period of Performance Start Date	7/1/2024
6	Subaward Period of Performance End Date	6/30/2025
7	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient	\$1,660,000.00
8	Total Amount of Federal Funds Obligated	100%
9	Federal or State Award Program Name	WIOA Youth
10	Name of Federal Awarding Agency Prime Pass Through Second Pass Through Contact Information	US Department of Labor IN Dept of Workforce Development Center of Workforce Innovations Tammy Stump (219) 248-7353
11	CFDA Number and Name	17-259 WIOA Youth Activities
12	Indirect Cost Rate for Federal Award Subrecipient Indirect Costs	no more than 10%
13	Type of Award	Not and R&D award

SIGNATURE PAGE

IN WITNESS WHEREOF, "Subrecipient" and "Center of Workforce Innovations, Inc." have by duly authorized representatives entered into this agreement.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

JobWorks, Inc.

Subrecipient Corporate Name

7230 Engle Rd. Suite 213, Fort Wayne, IN 467804

Subrecipient Mailing Address

Rebecca Griffiths

07/22/2024

JobWorks CEO

Subrecipient CEO/ Exec. Director Signature and Date

Typed Name/Title

Board Member Signature and Date

Typed Name/Title

Erin Sizemore Chief Fiscal Officer, 219-462-2940 ext. 1036

Printed Name of Contact Person/s for Contract and Phone Number

If the contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

FOR CENTER OF WORKFORCE INNOVATIONS, INC.

Lisa Daugherty

Lisa M. Daugherty, President and CEO

Date

JobWorks, Inc.
WIOA In School Youth and WIOA Out of School
ATTACHMENT A
July 1, 2024 – June 30, 2025

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Design, administer, and deliver services for in school and out of school youth ages 14 – 24 in the WorkOne offices in the following counties: Jasper, Newton, Pulaski, and Starke and the CWI Adult Ed sites in Starke and Pulaski counties along with our partner Adult Education site at Merrillville High School and JAG programs at Calumet New Tech High School, East Chicago Central High School, Gary West Side Leadership Academy, Hammond Central High School, Hammond Morton High School, Hobart High School, Kankakee Valley High School, Knox Community High School, Michigan City High School, North Judson-San Pierre Jr./Sr. High School, North Newton Jr./Sr. High School, Portage High School, Rensselaer Central High School, River Forest High School, Whiting High School, and Winamac Community High School
- Recruit, pre-screen, and determine eligibility for youth desiring to participate in program services
- Serve 200 out of school youth and 275 in school youth during this program year. This includes new enrollments and carry in participants. Active caseload sizes should represent the demographic of the area where service is located
- Provide objective and individualized assessment using an instrument/s as required by DWD and/or CWI to determine interests, barriers, skills, special needs or related information.
- Services and activities shall include development of and/or updating of career plan and addendum for incentives, career exploration and counseling, work readiness, work experience, occupational skills training, workshops, support services, case management, job search assistance, placement, and one year of follow up upon official exit from the program
- Twenty percent of all funding must be spent on work based related activities
- Offer the 14 Program Elements
- Staff must use the NextGen and WorkOne brand for all client & employer interactions, outreach, marketing, and placements
- Formal and public communication must follow guidelines set forth by CWI's communication and marketing department with media inquiries being referred to the Director of Marketing and Communications
- Follow all policies and guidance as outlined for the Region 1 WIOA Youth customer as well as any policies related to the operation and maintenance of the WorkOne facility
- Comply with Equal Opportunity Policies and Guidelines
- Document all interactions with clients in the designated case management database/s including data collection, work experience, training, support, and incentive obligations and de-obligations (No WIOA funds given may be used to support any other case management system)
- Maintain confidentiality in regard to all data stored in the designated customer database
- Use the Region 1 ticketing system for all technology and MIS requests with customer records and references using the Case Management ID as opposed to SSN
- All document storage, retention or destruction, and security will be maintained and follow outlined document security process.
- Notify CWI about changes of contracted staff within 48 hours

- No field staff dedicated to this contract shall engage in a fee for service project or deliver services for a fee without the approval of CWI
- Respond to requests for information or input within 2 business days or otherwise designated time frame
- Provide monthly progress reports and other reports as requested
- Provide fiscal reports by the 7th of each month
- Assure that customer designated funds are managed in conjunction with CWI to ensure that the targeted expenditure rate of 95% is met
- Accept liability for all aspects of any funds under contract with CWI
- Responsible for assets purchased or allocated including maintaining an accurate inventory
- Participate in quarterly contract and performance meetings as well as any other youth provider meetings
- Participate in regional training as required
- Select a representative to attend the One Stop Operator meetings
- Meet or exceed the following youth performance metrics:

WIOA Performance Metrics*:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	78.5%
Education and Employment Rate 4 th Quarter After Exit	79.5%
Median Earnings	\$3,591
Credential Attainment	66.5%
Measurable Skills Gain	66.5%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	58%
Wage Change	\$4,000

*These are the tentative performance targets for PY24. Final performance targets will be provided when available.



Completed Document Audit Report
Completed with SignWell.com

Title: CWI 25-001 WIOA Youth JobWorks




Document ID: b5e3ad63-d8c8-4be3-abe9-158ad034169d

Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI 25-001 WIOA Youth JobWorks.pdf Jul 18, 2024 15:59:18 CDT

Activity

 Jordan Burke IP: 50.240.130.17	created the document	Jul 18, 2024 15:59:36 CDT
 Jordan Burke IP: 50.240.130.17	sent the document to rgriffiths@jobworksinc.org	Jul 18, 2024 16:01:09 CDT
 Rebecca Griffiths IP: 50.195.224.217	first viewed document	Jul 22, 2024 07:48:16 CDT
 Rebecca Griffiths IP: 50.195.224.217	signed the document	Jul 22, 2024 07:50:44 CDT



Completed Document Audit Report
Completed with SignWell.com

Title: CWI_25-001_WIOA_Youth_JobWorks_rebecca_griffiths

Document ID: 46f1b951-659e-4c3f-bef2-0758d7874c29





Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI_25-001_WIOA_Youth_JobWorks_rebecca_griffiths.pdf

Jul 22, 2024 13:54:35 CDT

Activity

 Jordan Burke IP: 67.175.179.46	created the document	Jul 22, 2024 13:54:47 CDT
 Jordan Burke IP: 67.175.179.46	sent the document to ldaugherty@cwicorp.com	Jul 22, 2024 13:55:08 CDT
 Lisa Daugherty IP: 2601:240:cd03:4126:b4b0:e9fe:c7e:407f	first viewed document	Jul 22, 2024 16:07:11 CDT
 Lisa Daugherty IP: 2601:240:cd03:4126:c058:b8c7:ba3c:6b56	signed the document	Jul 22, 2024 16:11:28 CDT



CENTER OF WORKFORCE INNOVATIONS, INC. MODIFICATION OF CONTRACT FOR SERVICES 2024-2025

CWI– 24-006 Modification 1

The agreement, **CWI-24-006 modification #1** effective the **1st** day of **July 2024** by and between **The Center of Workforce Innovations, Inc.**, hereinafter referred to as “**CWI**” and **JobWorks, Inc.** hereinafter referred to as “**Subrecipient**”.

In consideration of the mutual covenants and promised contained herein, the parties agree to the following modification to the terms and conditions set forth in the original contract CWI-24-006.:

- The extension of the contract from June 30, 2024 to June 30, 2025
- Additional funding of **\$527,400** for management and service delivery of WIOA Adult and Dislocated Worker Services in Jasper, Newton, Pulaski, and Starke Counties as described in Attachment A. The funding will be divided into the following categories:
 - \$434,512 for WIOA Adult
 - \$92,888 for WIOA Dislocated Worker

All other terms, conditions, termination/cancellation, and requirements set forth in the initial contract remained as outlined and agreed to.

ACCEPTANCE AND SIGNATURE

PLEASE EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING.

Acceptance for CWI:

Acceptance by Contractor:

Lisa M. Daugherty
President and CEO

JobWorks, Inc.
Rebecca Griffiths
President

Date

Date

Center of Workforce Innovations, Inc.
2804 Boilermaker Court, Suite E
Valparaiso, IN 46383
Phone: (219) 462-2940
Fax: (219) 465-6860
Employer ID# 35-2099782

JobWorks, Inc.
7230 Engle Road STE 213
Fort Wayne, IN 46804
Phone: (260) 458-7137
Fax: (260) 745-0114
Employer ID#

Attachment A
Management and Service Delivery of WIOA Services in Jasper, Newton, Pulaski, and Starke Counties
July 1, 2024 – June 30, 2025

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Provide program management and staff oversight, except for Business Services and community strategic planning, for Jasper, Newton, Pulaski, and Starke Counties
- Provide staffing for all WIOA programming (except Business Services) and workforce development programming such as TAA
- Provide all aspects of case management using a comprehensive client centered approach across multiple programs
- Recruit, Pre-screen, determine eligibility, provide assessment, and case management for all clients and programs (enrollment of 250 Adult/Dislocated Workers)
- Leverage partnerships throughout the community and with other One Stop partners to increase access and services for individuals not currently connected to the One Stop System
- Follow all Regional policies and guidance as well as any policies related to the operation and maintenance of the WorkOne facility
- Comply with Equal Opportunity Policies and Guidelines
- Document all interactions with customers in the designated customer database including data collection, training and support obligations and de-obligations (No WIOA funds given may be used to support any other case management system)
- Maintain Confidentiality in regards to all data stored in the designated customer database
- All document storage, retention or destruction, and security must follow state and federal guidelines
- Notify CWI about changes of contracted staff within 48 hours
- No field staff dedicated to this contract shall engage in a fee for service project or deliver services for a fee without the approval of CWI
- Coordinate with the Outreach Team and communication and marketing department regarding outreach events, job fairs, and community resource events
- Staff must use any and all branding and logos formally adopted by CWI and/or NWIWB for all customer & employer interactions, outreach, marketing, and placements
- Formal and public communication must follow guidelines set forth by CWI's communication and marketing department with media inquiries being referred to the Director of Marketing and Communications
- Respond to requests for information or input within 2 business days or otherwise designated time frame
- Provide monthly progress reports and other reports as requested with fiscal reporting due by the 7th of each month
- Assure that customer designated funds are managed in conjunction with CWI to ensure that the targeted expenditure rate of 95% is met
- Accept liability for all aspects of any funds under contract with CWI
- Responsible for assets purchased or allocated including maintaining an accurate inventory
- Participate in regional training as required
- Select a representative to attend the One Stop Operator meetings

- Meet or exceed the following youth performance metrics:

WIOA Adult Performance Metrics:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	80.2%
Education and Employment Rate 4 th Quarter After Exit	75.2%
Median Earnings	\$7,132
Credential Attainment	65.5%
Measurable Skills Gain	61.0%
WIOA Dislocated Worker Performance Metrics:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	79.1%
Education and Employment Rate 4 th Quarter After Exit	74.9%
Median Earnings	\$8,158
Credential Attainment	62.7%
Measurable Skills Gain	61.0%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	58%
Wage Change	\$4,000



CONTRACT FOR SERVICES

This agreement, **#CWI-25-007** entered into by and between **Center of Workforce Innovations, Inc. (CWI)** and **WDS Group** (hereinafter referred to as "*Subrecipient*") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to provide funding to Subrecipient so that Subrecipient may provide the services and activities as listed in the Attachment as described under the Workforce Innovation and Opportunity Act (WIOA) and in keeping with all local Northwest Indiana Workforce Board policies/procedures.

The overall intent of the Workforce Innovation and Opportunity Act Funds is to not only provide services to the workforce and employers, but also to develop a local One Stop system and incorporate all partner organizations into the design. To this end the Subrecipient will be held accountable to work directly and in a cooperative fashion with Center of Workforce Innovations as the One Stop Operator to develop this system, address continuous improvements and constantly seek innovations that will keep the overall workforce investment system current and responsive to local needs. All offices, signage, marketing, and materials must represent the Region 1 WorkOne system as approved rather than the contracting organization.

Center of Workforce Innovations, Inc. as the One Stop Operator oversees the service delivery system for the seven counties in Economic Growth Region (EGR) 1. Our initiative requires the Subrecipient to seamlessly manage client services and offer or provide access to all aspects of locally approved plan of services to WIOA youth customers.

CWI expects the Subrecipient's work to support the accomplishment of the following strategic objectives:

- 1)** Offer the youth and employers in our area the highest quality and most responsive employment and training services available within the state.
- 2)** Increase information through the use of anecdotal examples available to CWI.
- 3)** Coordinate services between programs, schools, other youth providers and One Stop Partners.
- 4)** Provide required information and comply with all reporting requirements and deadlines imposed by CWI, the One Stop Operator and the Northwest Indiana Workforce Board

(NWIWB) to satisfy the Department of Labor and Indiana Workforce Development through the use of local reports, MIS management and regular performance tracking and accountability.

- 5) Streamline operations to ensure that minimal duplication occurs either between programs or partner organizations.
- 6) Meet all program standards set forth while remaining within the minimum and maximum expenditures set forth by the terms of this contract.
- 7) Remain current with and in compliance with all CWI, NWIWB, Indiana Workforce Development, and Department of Labor policies.

II. GENERAL TERMS

- A. See Attachment A for Program Requirements, General Needs and Technical Requirements, and required linkages with other systems.
- B. Center of Workforce Innovations, Inc. acting as the One Stop Operator is sole party to the contract with the Subrecipient.
- C. This agreement shall become active as of **July 1, 2024** and remain in effect through **June 30, 2025**. Any funds remaining at Program Year end date return to Center of Workforce Innovations, Inc.
- D. Subrecipient must operate a service delivery system capable of offering Youth services (including the 14 core elements required for youth programming under the Workforce Innovation and Opportunity Act). These services are generally offered in all locations throughout Northwest Indiana.
- E. Subrecipient shall be reimbursed by Center of Workforce Innovations, Inc. for agreed upon costs incurred by Subrecipient in conducting activities pursuant to this agreement and included herewith as referenced above. Subrecipient may be reimbursed through this agreement in an amount not to exceed the total amount of **\$180,000 (One Hundred Eighty Thousand Dollars)**. In addition, the total amount will be divided into the following categories:

WIOA In School Youth \$180,000

- F. Subrecipient shall fully comply with the requirements of the Workforce Innovation and Opportunity Act, Approved Case Management System Guidance, Trade Assistant rules, Wagner Peyser regulations, and all State and Federal regulations issued pursuant to the Act, and with all policies determined applicable by Center of Workforce Innovations, Inc. and agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Subrecipient and approved by Center of Workforce Innovations, Inc. for the purpose of obtaining funding through this

agreement.

- G. Subrecipient will provide the services described in Attachment A of this agreement.
- H. Subrecipient will meet the performance objectives as contained this agreement.
- I. All expenditures of funds under this agreement will be in accordance with the budget of the contract and with the laws, regulations, and policies issued by Department of Labor, Indiana Workforce Development, and Center of Workforce Innovations, Inc. Subrecipient will comply with local minimum expenditure policy.
- J. Subrecipient and its subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with Center of Workforce Innovations and/or Indiana Workforce Development, as set forth in Indiana Code 4-2-6 et seq. the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Subrecipient or its subcontractors violate any applicable ethical standards, Center of Workforce Innovations may, in its sole discretion, terminate this contract immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under Indiana Code 4-2-6-12, 35-44.1-1-4, and under other applicable laws.
- K. The Subrecipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- L. The Subrecipient 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 Center of Workforce Innovations of any such actions. During the term of such actions, the Subrecipient agrees that Center of Workforce Innovations may suspend funding under this Agreement. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and Center of Workforce Innovations decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that Center of Workforce Innovations may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

111. SPECIFIC TERMS

- A. Subrecipient shall operate a program in each Location that provides services to all eligible youth customers. Case management is handled in the State of Indiana designated system(s) currently called Indiana Career Connect (ICC). Subrecipient agrees to utilize the data and case management system as authorized by the funder and /or CWI to track and manage program

eligible/enrolled individuals. The information and referral customers will be tracked as referrals and as basic customers in the approved case management and public labor exchange system. Subrecipient and all employees associated with this contract agree to sign the confidentiality statement regarding the access and use of Department of Workforce Development data which may contain types of confidential information.

- B. Subrecipient agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Center of Workforce Innovations, Inc., as the primary party of this contract, becomes dissatisfied with the work of, or working relationship with, those individuals assigned to perform services under this agreement, Center of Workforce Innovations, Inc. may request the replacement of any or all such individuals or may terminate this agreement in accordance with section VII.
- C. The Subrecipient and Center of Workforce Innovations, Inc. agree to act in good faith to fully cooperate and communicate with each other in carrying out the terms of this agreement in order to achieve the goals of Region 1 as an integrated workforce system including all WIOA programs.
- D. The Subrecipient agrees to identify that their program is partially funded by Center of Workforce Innovations and/or Indiana Workforce Development and/or the Northwest Indiana Workforce Board in any publicity, marketing, or media events as the sponsoring organizations. Program publicity should be brought to the attention of CWI staff prior to its access by the general public. All materials must be published clearly as a WorkOne brand.
- E. The Subrecipient must file the State of Indiana EI (Entity Annual Report) form with the State Board of Accounts within the required timeframe. Failure to do so may result in suspension and/or termination of funding.

IV. ADMINISTRATION OF FUNDS

- A. Subrecipient shall be paid monthly for reimbursement costs incurred by Subrecipient as allowable by the funding source. The costs that may be claimed for reimbursement include fair share of staff salaries, rent and overhead costs, and customer service delivery as identified in Section 1. In addition, Subrecipient agrees to abide by the CWI policy guidance on Procurement, Minimum Expenditures and use of funds for Sub Providers. Subrecipient will provide relevant expense documentation as requested by CWI.
- B. The parties agree that Center of Workforce Innovations, Inc.'s payment through this contract is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this agreement, Center of Workforce Innovations, Inc. is under no obligation to make payment hereunder except for services already provided and to the extent that funds are available.

- C. Center of Workforce Innovations is exempt from state, federal, and local taxes. Center of Workforce Innovations will not be responsible for any taxes levied as a result of this contract.
- D. Subrecipient represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of all funds awarded to the Subrecipient by Center of Workforce Innovations and received from separate funding sources.
- E. Subrecipient shall maintain financial and accounting records, which identify costs attributable to each service specified in Sections 1 and 2. Subrecipient shall further maintain written, direct cost methodologies, which identify procedures for attributing costs to each account. More restrictive fiscal accountability may be required of Subrecipient by Center of Workforce Innovations, Inc. should it be determined that Subrecipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.
- F. Nonprofit organizations are required to follow 29 CFR 95.22, 29 CFR 97.21 and DWD policy 1998-11 requirements for cash management. The regulations state that recipients and sub-recipients must maintain a financial management system and written policies to ensure that the time elapsing between receipt of funds and disbursement is minimized. Program income must be used prior to requesting grant funds from the State of Indiana or Department of Labor. Grant fund cash must be maintained in an interest bearing account. Subrecipient will follow written cash management policies and procedures to ensure compliance with all local, state and federal regulations.
- G. Subrecipient shall maintain the funds received from Center of Workforce Innovations, Inc. pursuant to this agreement for employment and training activities under separate identifiable accounts and shall use the funds solely for the purposes set forth in this agreement, in accordance with the terms of this agreement and in the Attachment section.
- H. Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflects all costs incurred by Subrecipient pursuant to this agreement. Subrecipient shall manage all funds received through this agreement in accordance with the cost principles identified in office of Management and Budget Circulars A-87 (Government Entities), A-122 (Nonprofit Organizations), A-21 (Educational Institutions), or 48 C.F.R. Part 31 (For-Profit Entities).
- I. Subrecipient agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- J. No costs may be incurred against this agreement by Subrecipient before the start date and after the expiration date previously specified.

- K. Subrecipient shall, upon written demand by Center of Workforce Innovations, Inc., be required to repay Center of Workforce Innovations, Inc. all sums paid by Center of Workforce Innovations, Inc. to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, Center of Workforce Innovations, Inc. shall have the right to *off* set such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount. Furthermore, Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees harmless from any and all claims, damages, costs and causes of action that may result from audit exception or cost disallowance.
- L. Subrecipient shall, upon request of Center of Workforce Innovations, Inc. administer evaluations of service provided and submit such evaluations to Center of Workforce Innovations, Inc. as prescribed.
- M. Subrecipient will comply with minimum expenditure Levels set by Center of Workforce Innovations.

V. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. Subrecipient shall maintain such records as required by WIOA legislation, the U.S. Department of Labor, State of Indiana, and Center of Workforce Innovations, Inc. to ensure the integrity of financial transactions, to enable Center of Workforce Innovations, Inc. to evaluate and determine the effectiveness of program activities and to meet Federal reporting requirements.
- B. Subrecipient 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. Subrecipient 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.
- C. Subrecipient will ensure an objectively procured annual financial audit of each funding source. The cost of this audit is the responsibility of the Subrecipient and a final audit report and all action due within 6 months of Subrecipient's fiscal year end date.
- D. Subrecipient will make available to Center of Workforce Innovations, Inc. the Secretary of Labor, the Comptroller General of the United States or any duly authorized representative any books, documents, papers, and records which are directly related to the Subrecipient's program.
- E. Subrecipient shall maintain all records relative henceforth during the effective period of this agreement and for a period of three (3) years from the date Subrecipient submits to Center

of Workforce Innovations, Inc. its final financial status report pursuant to this agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this agreement begins on the date of the disposition, replacement or transfer of such equipment.

- F. Subrecipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit or inspection conducted by authorized representatives of the State of Indiana or the United States Government.
- G. Subrecipient agrees that Center of Workforce Innovations, Inc. has the right to make recommendations and findings in connection with any monitoring or audit of Subrecipient's operations, and Subrecipient agrees to comply with any corrective actions specified by Center of Workforce Innovations, Inc., within the time limits established by Center of Workforce Innovations, Inc.
- H. Following any monitoring visit by Center of Workforce Innovations, Inc. to Subrecipient, and including state and/or federal monitoring, Center of Workforce Innovations, Inc. will provide a written report to Subrecipient. Center of Workforce Innovations, Inc.'s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Subrecipient. In the event that specific corrective action is required, Subrecipient will have thirty (30) days from the receipt of the directions to comply unless a different time period for correction is specified by Center of Workforce Innovations, Inc. A failure of Subrecipient to comply with Center of Workforce Innovations, Inc.'s specific directions will be treated as a breach of this agreement. In the case of a dispute Center of Workforce Innovations, Inc. and Subrecipient will meet at the earliest convenience to resolve the issue in question.
- I. Subrecipient will provide to Center of Workforce Innovations, Inc. and update as necessary, the Subrecipient's personnel policy and job descriptions and organizational chart, which apply to the employees involved in the operation of this program.

VI. MODIFICATION

- A. Center of Workforce Innovations, Inc. has the right to revise or modify this agreement in whole or in part based on its funding and planning under the State of Indiana and WIOA legislation. Center of Workforce Innovations, Inc. shall have the right to modify this agreement in the instance of inadequate funding levels provided to Center of Workforce Innovations, Inc. upon giving a thirty (30) day written note to the Subrecipient.
- B. All modifications to this agreement must be in writing.
- C. Requests from the Subrecipient for interpretations or modifications must be made in writing to Center of Workforce Innovations, Inc.

VII. SUSPENSION AND TERMINATION

- A. Notwithstanding other termination provisions in this agreement, either party may terminate this agreement by providing the other party with written notice at least thirty (30) days in advance, before such termination is to occur and specifying the date of termination.
- B. Center of Workforce Innovations, Inc. has the right to terminate this agreement in the event there are inadequate funds provided to Center of Workforce Innovations, Inc. upon giving of thirty (30) days written notice to Subrecipient.
- C. Center of Workforce Innovations, Inc. has the right to recommend corrective action and any timeframe necessary to achieve this action in the event that it identifies Subrecipient deficiencies. The Subrecipient will then have the opportunity to demonstrate within a mutually agreed upon timeframe that the action needed to correct has been taken and the deficiency no longer exists. The time during which the Subrecipient is making the required corrective action or immediately proceeding this action will be considered a probationary period for the Subrecipient. Probation will allow Center of Workforce Innovations, Inc. to more closely scrutinize the operations, finances, and conformance of the Subrecipient.
- D. Center of Workforce Innovations, Inc. has the right to terminate this agreement in accordance with the provisions of probation as stated in the previous paragraph.
- E. If Center of Workforce Innovations, Inc. determines that substantial non-performance or violation of this contract or of the provisions of the Workforce Innovation and Opportunity Act or other applicable laws is especially severe, Center of Workforce Innovations, Inc. or Subrecipient has the right to terminate this agreement without a probationary period. In such an instance, Subrecipient will be provided, written notice by Center of Workforce Innovations, Inc. of the effective date of termination and reasons for the termination.
- F. Subrecipient agrees that Center of Workforce Innovations, Inc. may terminate this agreement if Subrecipient ceases doing business for any reason. Center of Workforce Innovations, Inc, will notify Subrecipient of termination in writing. The termination shall be effective from the date Subrecipient ceases doing business.
- G. The parties acknowledge and agree that this contract may be terminated immediately by either party should the other party attempt to assign, transfer, convey or encumber this contract in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.
- H. Upon expiration or termination of this agreement, Center of Workforce Innovations, Inc. may require that all documents including, but not limited to, client files, data, studies, and reports, prepared by Subrecipient pursuant to this agreement, be delivered to Center of Workforce Innovations, Inc. Center of Workforce Innovations, Inc. may require the transfer of records or property to its own offices or to a designated successor.

- I. In the event, that Center of Workforce Innovations, Inc. is terminated as the One Stop Operator, the Regional Workforce Board will be assigned this contract and the Regional Workforce Board can then make a new assignment of its interest in the contract to the new One Stop Operator. The new One Stop Operator is required to continue the contract with the current Subrecipient or if a new contract needs to be written, the One Stop Operator is allowed to sole source to the current Subrecipient, pursuant to all other terms of their original contract.

VIII. CONFIDENTIALITY

The parties agree that all information, including but not limited to client information, received by Subrecipient or its subcontractors in administering the terms and provisions of this agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this agreement and the requirements of all other applicable state or federal laws, rules and regulations.

IX. INDEMNIFICATION

Subrecipient agrees to and does hereby indemnify Center of Workforce Innovations, Inc. and its officers, agents, employees, any related or affiliated organizations, and committees. Furthermore, Subrecipient holds Center of Workforce Innovations, Inc. harmless from any and all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of the Subrecipient in the performance of this contract.

X. INSURANCE AND BONDING

- A. Subrecipient shall, at its sole cost and expense, provide comprehensive and general liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$1,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to Center of Workforce Innovations, Inc., shall name Center of Workforce Innovations as an additional insured, and shall also contain a provision for at least ten (10) days' notice to Center of Workforce Innovations, Inc. of cancellation. Subrecipient shall provide Center of Workforce Innovations, Inc. with a Certificate evidencing such insurance prior to the release of any funds. Failure to maintain such insurance shall result in the termination of this agreement.
- B. Subrecipient shall provide a fidelity bond in the amount of (i) \$100,000 or (ii) the highest single total disbursement planned pursuant to this contract and all other contracts or grants outstanding to Subrecipient, whichever is higher, and covering all persons responsible for handling funds received or disbursed under this contract. The bond must show Center of Workforce Innovations, Inc. as **the obligee**. It shall be the Subrecipient's responsibility to see

that all persons handling funds under this contract are bondable. Failure to provide such evidence to Center of Workforce Innovations, Inc. shall result in termination of this contract and any funds awarded hereunder.

XI. FEES

Subrecipient and its subcontractors shall impose no fees upon the recipients of any services provided through this agreement except as explicitly authorized by Center of Workforce Innovations, Inc.

XII. PROGRAM AND OTHER INCOME

Any program income earned by Subrecipient from activities conducted with funds obtained through this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and Federal program rules, rebates, regulations, and policies. Interest on any grant funds, rebates, credits, discounts and refunds earned by Subrecipient on funds provided pursuant to this agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations and policies. Subrecipient must maintain and provide to Center of Workforce Innovations, Inc. and/or its fiscal agent an accounting of all program income, interest, rebates, credits, discounts, and refunds earned as a result of funds being provided through this agreement.

XIII. LICENSING STANDARDS

Subrecipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this agreement. Center of Workforce Innovations shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify Center of Workforce Innovations, Inc. immediately thereof.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Center of Workforce Innovations in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all

hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violation must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Subrecipient will comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so is a material breach of the contract and grounds for immediate termination of the contract.

XIV. ELIGIBILITY, APPEALS AND DISPUTES

- A.** The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria, policies, and operating procedures.
- B.** Center of Workforce Innovations, Inc. and Subrecipient agree to maintain procedures in accordance with state and federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal. Such procedures shall provide for expeditious resolution of grievances by Subrecipient's personnel at the decision-making level who have authority to initiate corrective action.
- C.** Subrecipient agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this agreement which are not affected by a dispute. Should Subrecipient fail to continue without delay to perform its responsibilities under this agreement in the accomplishment of all non-disputed work, any additional costs incurred by Subrecipient or Center of Workforce Innovations, Inc. or its fiscal agent as a result of such failure to proceed shall be borne by Subrecipient, and Subrecipient shall make no claim against Center of Workforce Innovations, Inc. nor its fiscal agent for such costs.
- D.** Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in the following order: (1) this Contract and (2) Attachments prepared by Center of Workforce Innovations.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that the Subrecipient has enrolled and is participating in the E-Verify program; has provided documentation to Center of Workforce Innovations that it has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien. Center of Workforce Innovations may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

XVI. AFFIRMATIVE ACTION

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

XVII. NON-DISCRIMINATION

- A. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
- (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant

understands that the United States has the right to seek judicial enforcement of this assurance.

- B. Accessibility and Reasonable Accommodation pursuant to federal WIOA regulations, the Subrecipient will assure that the following is provided in the One-Stop delivery systems.
 - i) Facilities and programs which are architecturally and programmatically accessible
 - ii) Reasonable accommodations for individuals with disabilities
 - iii) Cost allocation method for making reasonable accommodations (i.e shared or paid by one entity)
- C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.
- D. Furthermore, the parties agree that all brochures, pamphlets, and other publications which promote WIOA programs must include the following language: "This WIOA Title 1-funded program/activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities" Where a telephone number is provided, the materials must also include a TTD/TTY or relay service number.'
- E. It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.
- F. Subrecipient agrees to abide by and comply with all terms and conditions set forth in servicing Limited English Proficiency customers.

XVIII. RELIGIOUS ACTIVITIES

Subrecipient agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

XVIX. POLITICAL ACTIVITY

Subrecipient certifies that the funding provided by Center of Workforce Innovations, Inc. through this agreement shall not be used to further any type of political or voter activity.

XX. TELEPHONE SOLICITATIONS

As required by IC 5-22-3-7: Subrecipient and any principals of the Subrecipient certify that

- (A) Subrecipient, 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) Subrecipient will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

XXL DRUG-FREE WORKPLACE

- A. Subrecipient will make a good faith effort to provide and maintain, during the term of this contract, a drug-free workplace. It will also give written notice to Center of Workforce Innovations, Inc. within ten (10) days after receiving actual notice, that Subrecipient or an employee of Subrecipient has been convicted of a criminal drug violation occurring in Subrecipient's workplace.
- B. Subrecipient agrees that this contract is expressly subject to the terms, conditions, and representations contained in the "Drug-Free Workplace Certification" executed by Center of Workforce Innovations, Inc. in conjunction with this contract which is appended hereto after "Signature Page".
- C. It is further expressly agreed that the failure of Subrecipient to, in good faith comply with the terms of the above paragraph shall constitute a material breach of this contract, and shall entitle Center of Workforce Innovations, Inc. to place Subrecipient on probation.
- D. Likewise Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 2001⁴² U.S.C.7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the

routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18.

XXII. LOBBYING ACTIVITIES

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, Subrecipient hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Subrecipient shall complete and submit "Standard Form-LLL", "Disclosure Form to Report Lobbying." If Subrecipient is required to submit "Standard Form-LLL," the form and instructions for preparation of the form may be obtained from State.
- C. Subrecipient shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

XXIII. DEBARMENT AND SUSPENSION

Subrecipient certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

XXIV. CONFLICT OF INTEREST

- A. Subrecipient will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B. Subrecipient will not participate in the selection, award or administration of any procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term "immediate family" will mean wife,

husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.

- C. Subrecipient will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor.
- D. Subrecipient agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Subrecipient will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq. Subrecipient will not expose participants to surrounding 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.
- E. Pursuant to IC 22-4.5-7-6 and any regulations promulgated there under
 - i. Subrecipient hereby assures and certifies that the Subrecipient shall not provide One Stop Operator or Fiscal Agent services for the same regional area.
 - ii. Center of Workforce Innovations, Inc. acting as the One Stop Operator shall not contract with the Subrecipient to perform One Stop Operator duties.
 - iii. Subrecipient's contract shall be for one year, but may be extended (without competitive bid process) for a period of not more than 12 months after the original end date, contingent upon the quality of services. State standards for quality services will be established.
 - iv. Subrecipient or any representative of the Subrecipient shall not be a member of the Regional Workforce Board.

XXV. OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- A. Center of Workforce Innovations, Inc. shall have unlimited rights in data first produced or delivered in the performance of this contract (except for restricted computer software). This includes processes delivered or furnished under this contract, and all other data delivered under this contract.
- B. Subrecipient by obtaining permission/approval from Center of Workforce Innovations, Inc. has the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Subrecipient in the performance of this contract and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent in the below paragraph of the clause.
- C. Subrecipient by obtaining permission/approval may establish claim to copyright consisting in data first produced in the performance of this contract, except as otherwise provided in this

contract. Subrecipient grants to Center of Workforce Innovations, Inc. and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide License for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Center of Workforce Innovations, Inc.

- D. Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of Center of Workforce Innovations and/or the Indiana Workforce Development upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the State Property Management Policy.

XXVI. AUTHORITY TO BIND

Notwithstanding, anything in this agreement to the contrary, the signatory for the Subrecipient represents that he/she has been duly authorized to execute this agreement on its behalf.

XXVII. WAVIER OF RIGHTS

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

XXVIII. SEVERABILITY

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

XXVIX. REMEDIES NOT IMPAIRED

No delay or omission of Center of Workforce Innovations, Inc. exercising any right or remedy available under this agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence hereto.

XXX. FEDERAL PARTICIPATION

Pursuant to P. L. 103-333, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the activities funded through this agreement, Subrecipient shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with federal funds; 2) the dollar amount of federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXXI. RELATIONSHIP OF THE PARTIES

Center of Workforce Innovations, Inc. and Subrecipient acknowledge the separateness of their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the

provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their respective employees shall be construed to be agents, employees or representatives of the other. Any contracts made using grant funds between Subrecipient and any third party are the sole responsibility of Subrecipient.

XXXII. CRIMINAL LIABILITY

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

XXXIII. COMPLETE AGREEMENT

This Agreement, including all attachments, is the complete agreement between the parties, notwithstanding prior discussions or documents.

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Subrecipient or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Subrecipient/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 employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.


Signature of Subrecipient


Title

SIGNATURE PAGE

IN WITNESS WHEREOF, "Subrecipient" and "Center of Workforce Innovations, Inc." have by duly authorized representatives entered into this agreement.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

The W.S. Groups
Subrecipient Corporate Name

Subrecipient Mailing Address

Natalie F. McDaniel-Hicks
Subrecipient CEO/ Exec. Director Signature and Date

Natalie F. McDaniel-Hicks
Typed Name/Title

Board Member Signature and Date

Typed Name/Title

Tammy Stump, Senior Workforce Associate 219-462-2940
Printed Name of Contact Person for Contract and Phone Number

If the contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

FOR CENTER OF WORKFORCE INNOVATIONS, INC.

f ☐ *a, D* ☐

Lisa M. Daugherty, President and CEO

Date

**WDS Corporation
WIOA In School Youth
ATTACHMENT A
July 1, 2024 - June 30, 2025**

In consideration of the mutual covenants and promised contained herein, the parties agree as follows:

- Design, administer, and deliver services for in-school youth ages 14 - 18 in Lake County.
- Serve 63 youth during this program year. This reflects carry in participants only.
- Provide objective and individualized assessment using an instrument/s as required by DWD and/or CWI to determine interests, barriers, skills, special needs or related information.
Services and activities shall include development of and/or updating of career plan and addendum for incentives, career exploration and counseling, work readiness, work experience, occupational skills training, workshops, support services, case management, job search assistance, placement, and one year of follow up upon official exit from the program
- Twenty percent of all funding must be spent on work based related activities
- Offer the 14 Program Elements
- Staff must use the NextGen and WorkOne brand for all client & employer interactions, outreach, marketing, and placements
- Formal and public communication must follow guidelines set forth by CWI's communication and marketing department with media inquiries being referred to the Director of Marketing and Communications
- Follow all policies and guidance as outlined for the Region 1 WIOA Youth customer
- Comply with Equal Opportunity Policies and Guidelines
- Document all interactions with clients in the designated case management database including data collection, work experience, training, support, and incentive obligations and de-obligations (No WIOA funds given may be used to support any other case management system)
- Maintain confidentiality in regard to all data stored in the designated customer database
- Use the Region 1 ticketing system for all technology and MIS requests with customer records and references using the Case Management ID as opposed to SSN
- All document storage, retention or destruction, and security will be maintained and follow outlined document security process.
- Notify CWI about changes of contracted staff within 48 hours
- No field staff dedicated to this contract shall engage in a fee for service project or deliver services for a fee without the approval of CWI

- Respond to requests for information or input within 2 business days or otherwise designated time frame
- Provide monthly progress reports and other reports as requested
- Provide fiscal reports by the 7th of each month
- Assure that customer designated funds are managed in conjunction with CWI to ensure that the targeted expenditure rate of 95% is met
- Accept liability for all aspects of any funds under contract with CWI
- Responsible for assets purchased or allocated including maintaining an accurate inventory
- Participate in quarterly contract and performance meetings as well as any other youth provider meetings
- Participate in regional training as required
- Select a representative to attend the One Stop Operator meetings
- Meet or exceed the following youth performance metrics:

WIOA Performance Metrics*:	
Standard	Target
Education and Employment Rate 2 nd Quarter After Exit	78.5%
Education and Employment Rate 4 th Quarter After Exit	79.5%
Median Earnings	\$3,591
Credential Attainment	66.5%
Measurable Skills Gain	66.5%
State Performance Metrics:	
Standard	Target
Job Connectedness 1 st Quarter After Exit	58%
Wage Change	\$4,000

*These are the tentative performance targets for PY24. Final performance targets will be provided when available.



Completed Document Audit Report
Completed with SignWell.com

Title: CWI-25-007 WIOA Youth_WDSSigned

Document ID: 329577ed-802d-4ade-9c7c-b3cf4b6de8ff

Time Zone: (GMT-06:00) Central Time - Chicago

Files

CWI-25-007 WIOA Youth_WDSSigned.pdf

Aug 22, 2024 16:25:59 CDT

Activity





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Exhibit 3: Executed Cooperative Agreements



Memorandum of Understanding for Referrals

This Memorandum of Understanding (MOU) outlines the collaboration between the Center of Workforce Innovations, Inc. (CWI), acting as the One Stop Operator for the Northwest Indiana Workforce Board (NWIWB), and The City of Gary.

Partner Name: **Center of Workforce Innovations**

Partner Representative: **Lisa M. Daugherty**

Position: **President & CEO**

Address: **2804 Boilermaker Court, Ste. E
Valparaiso, IN 46383**

Email: lidaugherty@cwicorp.com

Partner Name: **Family Promise of Porter County**

Partner Representative: **Jason Kegebein**

Position: Executive Director

Address: P.O. Box 2582 Portage, IN 46398

Email: Office@familypromisepcinc.org

The purpose of this Memorandum of Understanding (MOU) is to formalize the partnership between our organizations and enhance the well-being of our shared target population. It aims to facilitate inter-agency collaboration, communication, service coordination, and continuity of care.

WorkOne

WorkOne is a collaborative initiative with the Northwest Indiana Workforce Board (NWIWB) aimed at benefiting our local employers and citizens. CWI serves as the One-Stop Operator on behalf of the Northwest Indiana Workforce Board (NWIWB), focusing on assisting low-income families who may lack access to career development resources.

WorkOne provides individuals 15 years old and up, who are exploring career changes, seeking new employment opportunities, or currently unemployed, with the necessary tools and support at no cost. It helps clients not only identify in-demand job opportunities but also works closely with them to understand their career goals and prepare them for the job they desire. WorkOne staff members possess valuable knowledge of the local job market and have cultivated strong relationships with many prominent employers in the Northwest Indiana region.

We offer the following:

- Skill assessment
- Career counseling and planning
- Statewide job matching system.
- Employment library and technology tools: access to computers, fax machines, phones
- Resume and cover letter writing assistance.
- High School Equivalency or H.S.E. (formerly known as G.E.D.) and basic education.
- Training programs and workshops
- Training grant and scholarship information
- Work and family related support services and community resources.
- Charity Tracker, a shared, web-based case management system that enables service providers to connect with a shared client.



Family Promise of Porter County

Family Promise is dedicated to helping families experiencing homelessness and low-income families achieve sustainable independence through a community-based approach. The organization envisions a nation where every family has a home, a livelihood, and the opportunity to build a better future. Family Promise empowers communities to develop comprehensive, holistic solutions for families dealing with homelessness. When families come to them in crisis, their coordinated compassion approach helps them rebuild their lives with new skills and ongoing support.

Family Promise of Porter County provides the following services:

- Temporary Shelter: Families in the shelter program receive temporary housing for 90 days. The shelter offers families a safe place and access to daily resources as they work towards regaining their independence through a community-based approach.
- Personal Growth Development Plan: Families will establish a Personal Growth Development Plan with goals focusing on their well-being, finances, employment, and housing.
- Case Management: Families regularly meet with the Case Manager to discuss their Personal Growth Development Plans, be connected to local resources, and receive supportive services.

General Provisions:

Family Promise will evaluate the needs of a new client and if workforce development services are required, a representative will send direct referrals to WorkOne using the Charity Tracker platform. WorkOne partners will then receive the referral and contact the client by phone, text, or email. A WorkOne Career Advisor will then schedule an appointment to assess the client needs.

Both agencies agree to:

- Make reasonable efforts to accommodate referrals from one another for services within their respective scopes of work.
- Provide necessary client information to facilitate referral services and have direct real-time access to each other via the Charity Tracker platform.
- Hold phone consultations as needed to discuss referrals and any follow-up recommendations for the referring agency.
- Periodically assess the effectiveness of referrals and act upon opportunities to improve them.
- Work together to eliminate barriers to employment for job seekers, such as childcare, food, housing, education and skill level, and lack of credentials.



- Register all clients in Indiana Career Connect during initial customer interactions and maintain a cooperative working relationship to facilitate joint planning of services.
- We agree that both parties will work towards building strong, effective communication as the foundation for a healthy partnership that enhances overall understanding of each partner's objectives.

Confidentiality:

Each agency will ensure client confidentiality. Information obtained by the agency's staff about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality.

Updates:

This MOU can be updated or modified with the agreement of both parties at any time.

Duration:

This MOU shall become effective upon signature by a designated official from each agency and is renewable from year to year, unless either agency gives notice of intent to withdraw from the agreement.

By signing this document, I certify that I have read, understand, and agree to the terms stated above and that I have received a copy of this memorandum of understanding (MOU).

Equal Opportunity and Nondiscrimination Obligations:

The equal opportunity and nondiscrimination assurances at 29 CFR Part 38.25 apply to this contract/agreement.

Center of Workforce Innovations	Family Promise of Porter County
_____ Organization	_____ Organization
Lisa M Daugherty	Jason C Kegebein
_____ Partner Name	_____ Partner Name
<i>Lisa Daugherty</i> 07/31/2024	<i>Jason C. Kegebein</i> 08/02/2024
_____ Signature Date	_____ Signature Date





Completed Document Audit Report

Completed with SignWell.com

Title: Memorandum of Understanding for Referrals-Center of Workforce Innovations & Family Promise of Porter County

Document ID: be047d15-bc56-4843-9fe0-93bacfcb7b79








Time Zone: (GMT-06:00) Central Time - Chicago

Files

Memorandum of Understanding for Referrals-Center o.docx

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Memorandum of Understanding for Referrals

This Memorandum of Understanding (MOU) outlines the collaboration between the Center of Workforce Innovations, Inc. (CWI), acting as the One Stop Operator for the Northwest Indiana Workforce Board (NWIWB), and Talk2mefoundation, Sister of Support program.

Partner Name: Center of Workforce Innovations	Partner Name: Talk2mefoundation
Partner Representative: Lisa M. Daugherty	Partner Representative: Nicole Davis
Position: President & CEO	Position: Founder & CEO
Address: 2804 Boilermaker Court, Ste. E	Address: 1308 Ellsworth Place
Valparaiso, IN 46383	Gary, Indiana 46404
Email: lbaugherty@cwicorp.com	Email: Thesosohouse@yahoo.com

The purpose of this Memorandum of Understanding (MOU) is to formalize the partnership between our organizations and enhance the well-being of our shared target population. It aims to facilitate inter-agency collaboration, communication, service coordination, and continuity of care.

WorkOne-American Job Center

WorkOne is a collaborative initiative with the Northwest Indiana Workforce Board (NWIWB) aimed at benefiting our local employers and citizens. CWI serves as the One-Stop Operator on behalf of the Northwest Indiana Workforce Board (NWIWB), focusing on assisting low-income families who may lack access to career development resources.

WorkOne provides individuals 16 years old and up, who are exploring career changes, seeking new employment opportunities, or currently unemployed, with the necessary tools and support. It helps clients not only identify in-demand job opportunities but also works closely with them to understand their career goals and prepare them for the job they desire. WorkOne staff members possess valuable knowledge of the local job market and have cultivated strong relationships with many prominent employers in the Northwest Indiana region.

We offer the following:

- Skill assessment
 - Career counseling and planning
 - Statewide job matching system.
 - Employment library and technology tools: access to computers, fax machines, phones
 - Resume and cover letter writing assistance.
 - High School Equivalency or H.S.E. (formerly known as G.E.D.) and basic education.
 - Training programs and workshops
 - Training grant and scholarship information
 - Work and family related support services and community resources



Talk2mefoundation: Sisters of Support House (SOS)

The Sisters of Support program is an essential initiative of the Talk2mefoundation, aimed at providing a secure and supportive environment for women who have previously been incarcerated, homeless veterans, and domestic violence survivors. Our mission is to assist these women in breaking free from the cycle of incarceration and empowering them to build a new, independent, and successful life. At the Sisters of Support, we recognize the unique challenges faced by women who have experienced incarceration or domestic violence. We offer a safe house where these women can seek shelter, support, and a community of like-minded individuals who understand their struggles.

General Provisions:

The Sister of Support will evaluate the needs of a new client and if workforce development services are required, a representative will send direct referrals to WorkOne using the Charity Tracker platform. WorkOne partners will then receive the referral and contact the client by phone, text, or email. A WorkOne career advisor will then schedule an appointment to assess the client and verify their eligibility for WorkOne services.

Both agencies agree to:

- Make reasonable efforts to accommodate referrals from one another for services within their respective scopes of work.
- Provide necessary client information to facilitate referral services and have direct real-time access to each other via the Charity Tracker platform.
- Hold phone consultations as needed to discuss referrals and any follow-up recommendations for the referring agency.

Periodically assess the effectiveness of referrals and act upon opportunities to improve them.

Work together to eliminate barriers to employment for job seekers, such as childcare, food, housing, education and skill level, and lack of credentials.

Register all clients in Indiana Career Connect during initial customer interactions and maintain a cooperative working relationship to facilitate joint planning of services.

-
-
-



Confidentiality:

Each agency will ensure client confidentiality. Information obtained by the agency's staff about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality.

Updates:

This MOU can be updated or modified with the agreement of both parties at any time.

Duration:

The Memorandum of Understanding (MOU) will become effective once it is signed by a designated official from each agency. It can be renewed annually, unless either agency provides notice of intent to withdraw from the agreement. Either agency or partner can terminate the MOU after giving a 30-day notice.

By signing this document, I certify that I have read, understand, and agree to the terms stated above and that I have received a copy of this memorandum of understanding (MOU).

Equal Opportunity and Nondiscrimination Obligations:

The equal opportunity and nondiscrimination assurances at 29 CFR Part 38.25 apply to this contract/agreement.

Center of Workforce Innovations

Organization

Lisa Daugherty

Name (Please Print)

Lisa Daugherty 06/13/2024

Signature Date

Talk2mefoundation

Organization

Nicole Davis

Name (Please Print)

Nicole Davis 06/14/2024

Signature Date





Completed Document Audit Report

Completed with SignWell.com

Title: Memorandum of Understanding for Referrals-WorkOne and SOS

Document ID: e6a56b35-5b27-496a-adf2-51c6a4657af7







Time Zone: (GMT-06:00) Central Time - Chicago

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Memorandum of Understanding for Referrals-WorkOne .docx

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Partnership Agreement

Between the WIOA Required Partners of the NWI Regional One Stop System & The Northwest Indiana Workforce Board (NWIWB)

Lisa M. Daugherty, President & CEO

Individual designated by the Local Board
Chair to lead PA negotiations

L.Daugherty@cwicorp.com

Email address

Erin Sizemore, CFO

Impartial individual designated by the Local
Board Chair to lead annual budget
negotiations

ESizemore@cwicorp.com

Email address

PARTIES TO PA	TYPED NAME
Local Workforce Development Board (WDB) Chair	Karen Kopka
Chief Elected Official	Jeffrey DeYoung, Jasper County
Chief Elected Official	Kyle Allen Sr., Lake County
Chief Elected Official	Connie Gramarossa, La Porte county
Chief Elected Official	Barb Regnitz, Porter County
Chief Elected Official	Mike Tiede, Pulaski County
Chief Elected Official	Charles Chesak, Starke County
REQUIRED PARTNERS AS PARTIES TO PA	ENTITY ADMINISTERING PROGRAM TYPED NAME
Title I: WIOA Adult & Dislocated Worker	Center of Workforce Innovations, Inc.
Title I: WIOA Adult & Youth	Goodwill Industries of Michiana, Inc. and JobWorks, Inc.
Title I: WIOA Youth	Boys & Girls Club of Greater NWI, Gary Alumni Pathway to Students, Mental Health of America NWI, and TradeWinds
Title II: Adult Education and Literacy	Center of Workforce Innovations, Neighborhood Educational Opportunities, Workforce Development Services
Title III: Employment Programs under Wagner-Peyser	Indiana Department of Workforce Development

PARTIES TO PA		TYPED NAME
Title IV: Vocational Rehabilitation Services		Indiana Divisions of Families and Social Services Administration (FSSA)
Perkins/Post-secondary Career & Technical Education		Ivy Tech Community College
Unemployment Insurance		Indiana Department of Workforce Development
Job Counseling, Training, Placement Services for Veterans		Indiana Department of Workforce Development
Trade Adjustment Assistance (TAA)		Indiana Department of Workforce Development
Migrant and Seasonal Farmworkers		Proteus, Inc.
Community Services Block Grant (CSBG)		Northwest Indiana Community Action Network
Senior Community Services Employment Program (SCSEP)		VANTAGE Aging
Senior Community Services Employment Program (SCSEP)		Goodwill Industries of Michiana, Inc.
Senior Community Services Employment Program (SCSEP)		AARP Foundation, Inc.
TANF		Indiana Divisions of Families and Social Services Administration (FSSA)
Second Chance		Not Funded in our Area
OTHER REQUIRED PROGRAMS OFFERED IN THIS LOCAL AREA AS PARTIES TO PA		IF MARKED YES, LIST THE ENTITY ADMINISTERING PROGRAM
National Farmworker Jobs Program	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Proteus, Inc
Housing and Urban Development Employment and Training Activities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SCILL, Inc
Job Corps	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Camp Atterbury (MTC)
Youth Build	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Anew Life Youth Development Corporation

PURPOSE AND SCOPE: This Partnership Agreement (PA) defines the manner in which the Required One Stop Partners will participate as partners in the One Stop System referred to as the Northwest Indiana Regional One Stop System (also known as the network of WorkOne in NWI). This partnership with the Northwest Indiana Workforce Board (NWIWB), is intended to benefit the employers and citizens in our communities. Center of Workforce Innovations, Inc. (CWI) serves in the role as One Stop Operator on behalf of the NWIWB.

The purpose of this Partnership Agreement (PA) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Northwest Indiana Regional One Stop System create a seamless, customer-focused WorkOne (American Job Center) network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

The Mission, Principles, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall NWI community. The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the NWI WorkOne system. The Parties to this PA agree that joint funding is an essential foundation for an

integrated service delivery system and necessary to maintain the NWIWB's high-standards.

PRINCIPLES & COLLECTIVE MISSION OF THE PARTNERS: Jointly, the partners agree to work together to:

- Deliver skilled and credentialed workers to employers by implementing employer demand strategies that result in employer ready candidates.
- Create and maintain a cooperative working relationship that facilitates joint planning of services.
- Build a workforce system that upgrades NW Indiana's workplace skills and enhances the region by working together to eliminate barriers to employment that job seekers may have (such as: child care, food, housing, citizenship, education and skill level, lack of credentials, etc).
- Create a network of referring partners with ease of access for customers

The Partners will coordinate services together in the following fashions (Partnership Level is identified in Attachment A):

- Co-Location, either part time or full time, of Career Services at specified partner sites
- Direct real-time access to each other via use of an electronic referrals system
- Registration of all customers in Indiana Career Connect during initial customer interactions

The Partners will convene at least quarterly to review commitments to each other, system outputs and outcomes, and ensure customer access. Each partner agrees to participate in the meetings in person or remotely to maximize services to customers and avoid duplication. The partners will utilize the regular meetings to analyze available data and ensure that opportunities for system improvement are identified and pursued.

PA DEVELOPMENT: This PA is developed to confirm the understanding of the Parties regarding the operation and management of the nine WorkOne Centers in the Northwest Indiana seven county region. The NWIWB provides local oversight of workforce programming for the Northwest Indiana seven county region. All Partners participated in the negotiation of this PA.

REQUIRED ASSURANCE LANGUAGE: As noted in 29 CFR Part 38.25:

- 1) Each application for financial assistance, under Title I of WIOA, as defined in § 38.4, must include the following assurance:
 - (i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
 - (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant will also comply with equal opportunity assurance requirements as outlined in 29 CFR Part 38.25. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

NAME AND LOCATIONS OF THE ONE STOP CENTERS: The NWIWB has established two comprehensive One Stop Centers in addition to designated affiliate sites.

Comprehensive Locations:

- WorkOne Hammond
200 Russell Street, 5th Floor
Hammond, Indiana 46320
- WorkOne Portage
Ameriplex Commercial Park
1575 Adler Circle, Suite A
Portage, Indiana 46368

Affiliate Locations:

- WorkOne LaPorte
300 Legacy Plaza
LaPorte, Indiana 46350
- WorkOne Gary
504 Broadway; 4th Floor
Gary, Indiana 46402
- WorkOne Michigan City
301 E 8th St, Suite 120
Michigan City, IN 46360
- WorkOne Morocco
4117 S 240 West, Suite 400
Morocco, Indiana 47963
- WorkOne Rensselaer
105 E Drexel Parkway, Suite 1
Rensselaer, Indiana 47978
- WorkOne Winamac
118 N Sally Drive
Winamac, Indiana 46996
- WorkOne Knox
1913 S. Heaton St
Suite B
Knox, Indiana 46534

DESCRIPTION OF ONE STOP SERVICES & ROLES OF THE WIOA PARTNERS OF THE NORTHWEST INDIANA REGIONAL ONE-STOP SYSTEM (See Appendix B for Service Offerings by Partner. Braided funding and integration of all services are the foundation of this PA):

- **WIOA Title I, Adult and DLW (CWI, Inc; Goodwill Industries of Michiana, Inc., JobWorks, Inc.).** WIOA Adult and DLW funded Service provider staff are integrated into the One Stop system by function. Services offered include career and training services to help job seekers who are at least 18-years old succeed in the labor market. In the delivery of career services and training services funded by WIOA Adult, WIOA establishes a priority of service for serving low-income individuals, recipients of public assistance, as well as individuals who are basic skills deficient. The WIOA Adult and DLW programs offer career advising where appropriate, funding for training where appropriate and available, sharing of employer demand and employer intelligence, onsite access to Indiana's labor exchange database (ICC) for job orders and job search activity, informational level career search workshops offered at One Stop Centers, and sharing of career cluster documents and career pathway information. Per DOL TEGL, 16-16, The WIOA Adult program is

responsible for combined planning, shared performance indicators across the One Stop system, and service delivery alignment with other One Stop partners. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.

- **WIOA Title I, Youth (*Boys & Girls Club of Greater Northwest Indiana, Gary Alumni Pathway to Students, Goodwill Industries of Michiana, Inc., JobWorks, Inc., Mental Health of America NWI, and TradeWinds, Inc.*)**. Service provider staff funded by WIOA Youth are integrated into the One Stop system by function where possible and appropriate. Tailored Youth Career services and Training services are available for One Stop system customers between the ages of 16-24 who meet the established eligibility criteria and where resources allow. Services may be delivered at a One Stop Center, a school, or a local partner's location. Career services, training services, and Employer related services are closely coordinated with the functions of the One Stop Partners' services.
- **WIOA Title II, Adult Education, Literacy, and English Language Support (*CWI in collaboration with Hammond, Merrillville, East Chicago, and Michigan City School Corporations, Neighborhood Educational Opportunities, Workforce Development Services*)**. Adult Education services support the One-Stop system by assisting adults and out of school youth to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency. Specifically, the Adult Education team assists with high school completion, post-secondary entrance testing, education remediation, literacy, and increasing English language skills. They also assist immigrants and other English language learners acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship. Adult Education programs are co-located within the One Stop Centers where possible. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.
- **Wagner-Peyser and State Labor Exchange (WP), Trade Adjustment Assistance Act (TAA), Unemployment Insurance (UI), and Veterans (JVSG) (*State of Indiana Department of Workforce Development*)**.
 - The Wagner-Peyser Act of 1933 establishes the Employment Service (ES), a nationwide public labor exchange that provides employment services. The ES brings together employers seeking workers and job seekers. In the State of Indiana, Indiana Career Connect (ICC) serves as the labor exchange system and is available for all One Stop Partners. Key elements of this include: job matching, resume preparation, and access to labor market information; assistance in listing and filling job vacancies, including basic screening and referral of qualified job seekers. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.
 - DWD WP staff are integrated into the One Stop system by function and deliver services ranging from career advising, employer support, job matching, placement, workshops, assessments and testing, and basic over the shoulder assistance for job search processes. Services may be delivered at a One Stop Center, a school, or a local partner's location. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.
 - UI staff members deliver services virtually throughout NWI. Customers can access services through the Uplink system. Links are established on customer computers at all partner locations where possible. In addition, customers have direct access to the UI staff via an 800- number and specified phone lines

inside several of the WorkOne Centers. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC.

- TAA and RTAA are collectively referred to as the TAA program and provide assistance to workers who have been adversely affected by foreign trade. The program seeks to provide adversely affected workers with opportunities to obtain the skills, credentials, resources, and support services to become reemployed. case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- JVSG provides key services to Veterans and eligible spouses. The Disabled Veteran Outreach (DVOP) staff are specialists who provide key case management and career advising services to Veterans with significant barriers to employment. Local Veteran Employment Representatives (LVER) provide outreach to employers to help Veterans achieve employment. All services follow specific federal regulations and guidance letters. All JVSG participants must be co-enrolled and have a common exit with the Wagner-Peyser Act ES. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- **Vocational Rehabilitation (VR), Temporary Aide to Needy Families (TANF), and the Supplemental Nutrition Assistance Program (SNAP) (*State of Indiana Family and Social Services Administration*).**
 - Vocational Rehabilitation Services (VR) provides quality individualized services to enhance and support people with disabilities to prepare for, obtain or retain employment. The individual will work closely with a VR counselor throughout the process. Through active participation in their rehabilitation, people with disabilities achieve greater levels of independence in their work place and living environments. VR staff members provide itinerant services in the Region's full service One-Stop WorkOne Centers (Gary, Hammond, LaPorte and Portage). They ensure all VR related job-seeking and job-ready clients are engaged in services. VR case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
 - Temporary Assistance for Needy Families (TANF) provides cash assistance and supportive services to assist families with children under age 18, helping them achieve economic self-sufficiency. Children under 18 who are living with their parent(s) or relative such as a grandparent, aunt, uncle etc., who meet specific nonfinancial criteria and whose countable family monthly income meets the following income guidelines. IMPACT services are a critical element of Indiana's welfare reform initiatives which places an increasing emphasis on "work first." "Work First" means that individuals are expected to accept a job when it can be secured with their existing education and skills. Services offered through IMPACT partners address a broad range of barriers that may inhibit individuals from seeking and maintaining employment. IMPACT case management and career advising, training, and employer services are coordinated with the One Stop funded partners in relation to functional position.
 - SNAP support is designed to raise the nutritional level of low income households. It enables low-income families to buy nutritious food through Electronic Benefits Transfer (EBT) cards. To qualify for SNAP applicants must meet certain non-financial and financial requirements. Provisions of IMPACT as described above are also applied to SNAP participants.
- **Older Americans Act, Title V (SCSEP) (*National Able, Inc., Goodwill Industries of Michiana, Inc., and AARP FOUNDATION, Inc.*).** SCSEP is a community service and work-based job training program for older Americans. The programs provide training for low income, unemployed older Americans and supportive services that allow them to participate in the training. Participants must be at least 55 years old, unemployed, and have a family income of no more than 125% of the federal poverty level. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position. In addition, the programs may be co-located in a One Stop Center.

- **National Farmworker Jobs Program (NFJP), Migrant and Season Farmworker (*Proteus, Inc.*).** NFJP is a program of services for migrant and seasonal farmworkers. The program provides career and training services, youth services, housing assistance services, and related assistance to eligible participants. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- **Technical Education Act, programs at the postsecondary level (*Ivy Tech Community College*).** The purpose of the Technical Education Act is to develop more fully the academic, career, and technical education skills of postsecondary students who elect to enroll in CTE programs. The program assists with aligning education and training. The staff of the regional postsecondary universities coordinate with the One Stop system and partners with regard to the training in in-demand occupations for participants as funding allows. Employer services are coordinated with the One Stop Partners in relation to functional position.
- **Community Services Block Grant Act (CSBG), Employment and Training Activities (*Northwest Indiana Community Action Network*).** CSBG services are focused on the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- **Department of Housing and Urban Development (HUD) through OCRA, Employment and Training Activities (*SCILL, Inc.*).** The local HUD programs work to improve lives by providing quality, affordable housing options and promoting education and economic self-sufficiency for community members. Case management and career advising, training, and employer services are coordinated with the One Stop Partners in relation to functional position.
- **Job Corps at Camp Atterbury (*MTC*).** Job Corps is a national program that operates in partnership with States and communities. Services are provided to youth age 16-24 include: academic, career, and technical education, service-learning, and social opportunities primarily in a residential settings, for low-income young people. The One Stop Partners collaborate to further support Job Corps with outreach, recruitment, career transition services, and connection with local job opportunities.

ONE STOP OPERATOR: The NWIWB selected the one-stop operator, CWI, Inc., through a competitive process in accordance with the Uniform Guidance¹, WIOA and its implementing regulations, and Local procurement laws and regulations. The primary scope of work for the One Stop Operator is regional service delivery coordination across the WorkOne system. This includes planning, day-to-day operations and services for the Northwest Indiana Regional One-Stop System. Functional details are outlined in the Responsibilities and Commitments section, under One-Stop Operator. The OSO is prohibited, in its role as OSO, from performing certain functions, including particular functions related to developing and preparing the NWIWB local plan, providing monitoring of itself as OSO, managing or significantly participating in an evaluative role of the OSO procurement process, selecting or terminating the OSO or providers of career services or youth services, negotiating local performance accountability measures, or developing or submitting the Northwest Indiana Workforce Board Budget, as set forth in WIOA, 20 CFR 678.620(b).

¹ Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900.

REFERRALS: All of the Partners use a cost shared electronic referral system to initiate, work, and track referrals across all Partners. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. The One Stop Operator will procure the electronic system on behalf of the Partners, ensure all Partners have access to the electronic referral system, assist Partners with training on the referral system, and provide regular reports to the Partners on the utilization of the referral system. All Partners will refer their customers to other Partners as needed via the referral system. In order to facilitate such a system, Partners agree to:

- Familiarize themselves and train identified program staff with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the NWI WorkOne network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms, where possible,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner programs by using the specified electronic referral system,
- Commit to, within 72 hours of receiving an electronic referral, the customer will be contacted and a status update will be placed into the system,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

RESPONSIBILITIES AND COMMITMENTS: The signatory agency commits to participate as an official Partner in the area's One Stop system. Planning, day-to-day operations and services for the Northwest Indiana Regional One-Stop System fall under the jurisdiction of the One-Stop Operator. The foundation of the One Stop system's customer experience across all partners starts with customers completely registering within ICC at one of the Partner locations.

Each One Stop Partner has their own eligibility requirements that customers must meet to access services. The determination of eligibility does not necessarily mandate a shared customer will receive services. All service delivery is dependent upon available funding and staffing levels which is determined by each individual One Stop Partner for each of their funding streams. Braided funding and integration of all services are the foundation of this PA. Customers across partners are co-enrolled when appropriate, necessary, and as eligibility and available funding allows. The One Stop Partners will coordinate resources and services to ensure customer-centered service delivery for all customers.

Northwest Indiana Regional One-Stop System Commitments:

- ◆ A simplified and coordinated system focused on employment and self-sufficiency, with ease of customer access
 - Co-location and on-site presence across Partners where possible
 - Ensure services are accessible to individuals with disabilities pursuant to the Americans with Disabilities Act.
 - Implementation of Veteran priority as outlined in respective funding streams.
 - Utilization of the established electronic referral process system across partners.

- High level of customer satisfaction with services
 - Collaborative strategies for education and training services rooted in career pathways for job seekers and incumbent workers
 - All referrals across Partners will occur inside of the specified electronic referral system. Within 48 hours of receiving a referral the customer will be contacted and a status update will be placed into the system.
- ◆ A One-Stop system focused on local in-demand skills as defined by local labor market information
 - Career counseling and labor market information rooted in employer demand is offered to all job seekers and job changers;
 - Coordination of employer services and quality support to all employers on screening, hiring and training;
 - Ensure that information on current and future jobs is readily available to all customers
 - Provide information on workers, both in the form of prospective applicants and as general local labor market information, to all employers
 - High level of employer satisfaction with services
 - ◆ Where possible, recognize an organizational interface with a single data system whereby One Stop services can be recorded and tracked without requiring duplication on the part of shared job seeker or employer.
 - Share specific referral, output, and outcome information as required.
 - Share employer intelligence across Partners
 - Build on each other's prior and current work with a customer. (ie. shared academic and career plans or learning across partners, shared assessment results across partners, etc.)

The One Stop Operator will assist the partners to be successful by:

1. Hiring Functional leaders for the teams (Career Services and Business Services). As such, they will have the authority to organize and supervise Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record.
2. Recognizing the partner group and their services as an official part of this system.
3. Reviewing requests for policy development, resource needs, and new program ideas as generated by the Partners.
4. Providing ongoing oversight activities to ensure that Northwest Indiana Regional One-Stop System outcomes are being achieved and customer satisfaction levels remain strong.
5. Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed. In addition, offer and track professional development activities.
6. Forwarding any resource opportunities that could expand or enhance the work of the Northwest Indiana Regional One-Stop System.
7. Supporting any special initiatives established by local partner groups proven to enhance the existing system.
8. Bringing innovative technology opportunities to the One Stop System which enhance and better coordinate services.
9. Convening regular partner meetings.
10. Ensuring that State requirements for center certification are met and maintained.
11. Provide ongoing reports to the Partners on the use of the electronic referral system.

12. Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
13. Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams.
14. Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
15. The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
16. Oversee and coordinate partner, program, and NWI WorkOne network performance. This includes but is not limited to:
 - Providing and/or contributing to reports of center activities, as requested by the NWIWB,
 - Providing input to the formal leader (partner program official) on the work performance of staff under their purview,
 - Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status,
 - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
 - Collaborating with the NWIWB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
 - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
 - Evaluating customer satisfaction data and propose service strategy changes to the NWIWB based on findings.
 - Manage fiscal responsibilities and records for the center. This includes assisting the NWIWB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

The Partners agree to assist the Northwest Indiana Workforce System to be successful by:

1. The Northwest Indiana Regional One- Stop System and services will be promoted to users of the partner's services.
2. Participate in cross informing, providing training to other partners, share professional development opportunities, and engage in other activities that are mutually beneficial
3. The Partner will have a signed Computer Systems agreement on file with the One Stop Operator's technology team for each staffer working inside of a WorkOne office. *See Attachment C*
4. Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:
 - Effective communication, information sharing, and collaboration with the one-stop operator,
 - Joint planning, policy development, and system design processes,
 - Commitment to the joint mission, vision, goals, strategies, and performance measures,
 - The design and use of common intake, assessment, referral, and case management processes,
 - The use of common and/or linked data management systems and data sharing methods, as appropriate,

- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- Partners will ensure compliance by their staff members who work at a Partner location by following the Partner' policies and procedures.

DATA SHARING AND CONFIDENTIALITY: Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this PA, by itself, does not function to satisfy all of these requirements.

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

All Partners expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees— including, but not limited to:

- The Privacy Act (5 USC 552a).
- The Family Educational and Privacy Rights Act (20 USC 1232g; 34 CFR part 99)
- 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
- Health Insurance Portability and Accountability Act and the related HIPAA Privacy Rule, also called Standards for Privacy of Individually Identifiable Health Information.
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603)

In addition, all Partners shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38.25),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS

- *Equal Opportunity Assurances:* The parties to this agreement will assure that it will fully comply with the nondiscrimination and equal opportunity provisions of Section 134 of WIOA and its implementing regulations at 29 CFR Part 38.25. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship, or his or her participation in any WIOA Title 1-financially assisted program or activity.
- *Discrimination Complaint Procedures:* The parties to this agreement will assure those complaints alleging discrimination on any of the above bases will be processed in accordance with 29 CFR Part 38 and related sections. The Department of Workforce Development will issue a revision to the complaint procedure policy (DWD Communication 990) developed pursuant to this section and approved by the U.S. Department of Labor's Civil Rights Center. The revision will provide detailed instructions on the specific steps to be followed in processing discrimination complaints in the Northwest Indiana Reginal One-Stop System.
- *Accessibility and Reasonable Accommodation:* Pursuant to 29 CFR Part 38.25 through 38.39 the parties to this agreement will assure that the following is provided in the Northwest Indiana Reginal One-Stop System:
 - Facilities and programs are architecturally and programmatically accessible:
 - Reasonable accommodations for individuals with disabilities as referenced in 20CFR 678.500(b)(4)
 - The method of which costs will be allocated for making reasonable accommodation will relate to the direct program involvement of the individual making the request.
- *Obligation to Provide Notice:* The parties to this agreement will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with 29 CFR Parts 38.25 of the implementing regulations for Section 188 of WIOA.
- *Inclusiveness:* "The Center of Workforce Innovations' believes that people of diverse backgrounds and circumstances can join together in accomplishing our mission. To make Northwest Indiana a better place for all, CWI will continue to respect people whose circumstances or characteristics are different from our own. We shall be an agent for economic growth by enhancing workforce development opportunities for all in order to have a globally competitive, skilled, adaptable, motivated and diverse workforce."

PRIORITY OF SERVICE: All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

PERFORMANCE EXPECTATIONS: The partner agrees to submit, upon request, to the One Stop Operator and or designee data from its respective program(s) that apply to WIOA system standards and or common measures set

forth by the Federal, State or the Regional Workforce Board. This information includes but is not limited to: employment information, retention information, wages, credentials, satisfaction results, state/federal system standards, and any locally developed standards set forth by the CWI. Partners will share information regarding the number of joint referrals & successes. All information will be collected and reported to the NWIWB.

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Northwest Indiana Regional One Stop system. Additional services may be provided on a case by case basis and with the approval of the NWIWB. See *Appendix B for Service Offerings by Partner*

BASIC CAREER SERVICES <i>(Services and resources available to the general public without enrollment into the WIOA program or any Partner's program.)</i>	EMPLOYER SERVICES <i>(Services and resources available to employers that are provided by Partners and Sub-Contractors of Partners.)</i>	STAFF SUPPORTED INDIVIDUALIZED SERVICES <i>(Services available to persons who meet the eligibility requirements as defined in the Act and subsequent regulations. Services funded by WIOA Adult are subject to Priority of Service regulations.)</i>	STAFF SUPPORTED TRAINING SERVICES <i>(Services available to persons who meet the defined eligibility, prerequisites, and occupations in demand. Services funded by WIOA Adult are subject to Priority of Service regulations.)</i>
<ul style="list-style-type: none"> • Eligibility determination for target/partner programs • Outreach, intake, orientation • Labor Exchange Services (ES) • Initial skills assessment • Job search • Access to labor market information (LMI) • Training provider information • Self Service computer based activities • Referral to and coordination Partners and community resources • General career search information in a group setting • Information and assistance with filing unemployment claims • Scheduling appointments with Partners 	<ul style="list-style-type: none"> • Labor Exchange activities • Provision of Labor market Information to the One Stop System • Provision of ongoing employer intelligence regarding skills and employment needs • Customized screening and referral of qualified participants in training services to employers • Customized services to employers, employer associations, or other such organizations, on employment-related issues • Customized recruitment events and related services for employers including target job fairs • Customized labor market information for specific employers, sectors, industry clusters, • And other similar customized services 	<ul style="list-style-type: none"> • Comprehensive assessment and interpretation of skill levels • In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals • Creation of Individual employment plans • Group career counseling • Individual career and employment counseling • Career Planning • Case management • Short-term pre-vocational classes and services: development of learning skills, communications skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training • Internships and Transitional jobs and work experiences • Workplace preparation activities • Financial literacy services • Out of area job search and relocation assistance • English language acquisition and integrated education and training programs 	<ul style="list-style-type: none"> • Occupational skills training • Combined workplace/classroom such as apprenticeships • Skill upgrading and retraining • Adult education and literacy activities, including activities of English language acquisition • Customized training by employers with a commitment to employ an individual upon successful completion of the training • Incumbent worker training

ONE STOP OPERATING BUDGET and Infrastructure Funding Agreement: The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the NWI WorkOne network. Within this budget, each partner's contribution to certain costs will be agreed upon by the One-Stop partners, CEOs, and the NWIWB. The master budget will contain a both Infrastructure Costs and Additional Costs. As per WIOA (20 CFR Part 678, Subpart E; 34 CFR 361.700 through 361.760; 34 CFR 463.700 through 463.760), infrastructure costs are the responsibility of all one-stop partner programs. The one-stop partner's proportionate share must be calculated in accordance with Uniform Guidance based upon a reasonable cost allocation methodology whereby infrastructure and additional costs are charged in proportion to use of the the NWI WorkOne Network relative to benefit received. When allocating the shared costs each partner's portion will be applied consistently, proportionately, and support relative benefit. The methodology will abide by the percentage limitations outlined with each of the partner funding sources and in WIOA Section 121 (h)(2)(D)(II)(ii). Partners can pay their shared portions as cash, non-cash, and in-kind and can include any funding from philanthropic organizations, other private entities, or alternative financing options.

The parties to this PA agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding strategy that:

- Establishes and maintains the service delivery system at a level that meets the needs of jobseekers and businesses in NWI
- Reduces duplication and maximizes program impact through sharing of services, resources, and technologies among Partners thereby improving each program's effectiveness
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including Uniform Guidance.

The Partners agree that the one-stop operating budget to be the master budget and is the final budget necessary to maintain a high-standard of service delivery for NWI and is applicable for all comprehensive one-stop centers and any affiliates designated by the NWIWB. The budget includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure Costs
- Additional Costs (Career Services)
- Additional Costs (Shared operating costs and shared services (non-Career Services))
- Partner Direct Costs (Exclusive Costs)

All relevant costs are included in this PA and have been allocated according to proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners are expected to negotiate in good faith and seek to establish reasonable and fair outcomes.

COST ALLOCATION METHODOLOGY: All Partners in the NWI WorkOne Network have outlined in Attachment A of this PA their organization's level of representation and frequency in each of the one stop offices.

The NWIWB has selected to allocate the cost of dedicated space based on square footage. All other shared

Infrastructure/Shared costs will be allocated based on full-time equivalent (FTE) employees within each location. These allocation bases were chosen in an effort to remedy the imbalance of varying space requirements of Partners and to comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop centers and relative benefit received. Other Infrastructure Costs, such as Technology and Outreach, may be allocated to all partners based on relative benefit received utilizing another allocation base as determined by all partners. NWI WorkOne Network as determined that the electronic referral system constitutes Technology as defined as an Infrastructure Costs. These costs are allocated to each Partner.

In addition, each Partner will contribute a fixed amount to support the chosen electronic referral system.

COST RECONCILIATION AND ALLOCATION BASE UPDATE: All Parties agree that a semi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process in the established NWIWB reporting format:

- Partners will provide the NWIWB with the information by one-stop center site no later than January 15th and July 15th, or as requested and as applicable:
 - cost information and documentation of the actual costs
 - Square footage of any dedicated space
 - Updated staffing information (per the 1st day of the in July and January), and
- Upon receipt of the above information, the NWIWB will:
 - Compare the budgeted costs to actual costs,
 - Update the allocation bases, and
 - Apply the updated allocation bases, as described above, to determine the actual costs allocable to each partner
 - Prepare an updated budget document showing cost adjustments
 - Prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter
 - Submit the invoices and copies of the updated budget to all Parties no later than February 15th and August 15th, as applicable. The Partners understand that the timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner providing the necessary cost information. For Partners that advance funds, the NWIWB will only send a copy of the updated budget.
- Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the NWIWB or their fiscal agent no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds, the NWIWB may draw down funds for quarterly payments upon approval via email of the reconciled budget.
- Partners will communicate any disputes with costs in the invoice or the adjusted budget to the NWIWB in writing. The NWIWB will review the disputed cost items and respond accordingly to the Partner and within ten (10) days of receipt of notice of the disputed costs. If necessary, the NWIWB will revise the invoice and the adjusted budget upon resolution of the dispute.

INFRASTRUCTURE FUNDING AGREEMENT: Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop System, including; but, not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,

- Technology to facilitate access to the One-Stop System, including technology used for the center's planning and outreach activities.

All parties to this PA and IFA recognize that these costs are applicable to all required Partners based on relative benefit received. Partners not colocated may not contribute to each infrastructure line item if there is no relative benefit received. All partners receive benefit from items such as the referral system and agree to contribute to the referral system based on proportionate use. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

Partners that are not allocated costs of the One Stop System will not receive any other budget forms in addition to the summary budget. Partners that are allocated costs of the One Stop System will receive a supplemental budget for their organization/program. Please note that costs allocated to WIOA-Youth or Adult Basic Education will be funded through their respective funding sources before subcontracts are awarded to subproviders. Costs will be reviewed annually to account for changes and needed adjustments.

All costs are included in the PA allocated according to Partners' proportionate use and relative benefits received, and reconciled on a semi-annual basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and seek to establish outcomes that are reasonable and fair.

PERIOD, AMENDMENTS, & RENEWAL: This Partnership Agreement (PA) begins **July 1, 2022** and ends on **June 30, 2025** unless circumstances arise that either party sees fit to modify or cancel the terms of this agreement. The PA will be reviewed (and amended if substantial changes have occurred), not less than once every 3-year period to ensure appropriate funding and delivery of services. The final, approved one stop operating budget, which encompasses the infrastructure/additional costs funding agreements, will be incorporated annually into the PA through amendment procedures.

MODIFICATIONS AND PROBLEM-SOLVING: This Partnership Agreement (PA) is entered into between the partners effective the date above and is coordinated by CWI serving as the NWIWB designee. This PA may be reviewed and amended at any time providing all parties agree in writing to changes proposed. When a modification is needed, the NWIWB designee will make all partners aware of the particulars surrounding the modification. A modification request made by one party must be responded to within 90 days. The amendment will be reviewed by all parties of the PA and they will reach an agreement on the elements of the PA that have changed. Once agreement is reached, a signed Amendment for each partner is added to the PA.

Non-substantive changes to the PA, such as minor revisions to the budget or adjustments made due to the reconciliation of the budget, do not require renewal or amendment of this PA. Substantial changes, such as changes in one stop partners, or a change due to new Chief Elected Official will require renewal of the PA.

Either party may withdraw from this PA by giving written notice of intent to withdraw at least ninety (90) calendar days in advance of the effective withdrawal date. Either party may call a meeting to discuss and resolve any differences that may arise either as a partner or in the context of offering joint services.

TERMINATION: This PA will remain in effect until the end date specified in the Period and Renewal section, unless:

- All Parties mutually agree to terminate this PA prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this PA succeeding the first fiscal period. Any party unable to perform pursuant to PA due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this PA.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this PA and such breach is not cured within thirty (30) days after receiving written notice from the NWIWB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this PA by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the PA must convene within thirty (30) days after the breach of the PA to discuss the formation of the successor PA. At that time, allocated costs must be addressed. Any party may request to terminate its inclusion in this PA by following the modification process identified in the Modification Process section above. All Parties agree that this PA shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

INDEMNIFICATION: The Partners agree to and do hereby indemnify, defend, and hold harmless CWI and the NWIWB and its agents, officers, employees, any related or affiliated organizations, and committees from all claims and suits, including court costs, attorneys' fees, and other expenses caused by any act or omission of the Partners or their agents, if any, in the performance of this agreement. CWI and the NWIWB shall not provide such indemnification to the Partners.

RELIGIOUS ACTIVITIES: Partner agrees that activities conducted in conjunction with the One Stop System shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

TELEPHONE SOLICITATIONS: As required by IC 5-22-3-7: Partner and any principals of the Partner certify that

- A. Partner, 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. Partner will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

DEBARMENT AND SUSPENSION: Partner certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.

AUTHORIZING LAW: The Workforce Innovation and Opportunity Act of 2014 (WIOA) Sec. 121(c)(1) requires NWIWB, with the agreement of the Chief Elected Official (CLEO), to develop and enter into a Partnership Agreement (PA) between the NWIWB and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; Joint Rule for the Unified and Combined State Plans, Performance Accountability, and the One-Stop

System Join Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

The NWIWB is responsible for the development of a local plan, for entering into an PA with the local WIOA One stop System Partners which supports the necessary services to implement the local plan, and the performance of the functions described in Section 121(e)(1) of the WIOA. Each Partner referenced in this PA has an authorizing law and specific regulations which provide the Partner the legal authority to engage in the specific programs, activities, or services.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA Sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

CONFLICT OF INTEREST

- A. Partner will avoid both personal and organizational conflict of interest and the appearance of such conflict of interest in the awarding of financial assistance under the Act.
- B. Partner will not participate in the selection, award or administration of any procurement action if the employer or subcontractor, any member of his/her immediate family, his/her partner, or a person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment has a financial or other substantive interest in any organization which may be considered for award. For the purpose of these standards, the term "immediate family" will mean wife, husband, daughter, son, mother, father, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, stepparent, and stepchild.
- C. Partner will not solicit or accept gratuities, favors, or anything of monetary value from any actual or potential sub-contractor or Partners affiliated with this agreement.
- D. Partner agrees to comply with the Uniform Conflict of Interest Standards issued by the State, which is incorporated herein by reference; Contractor will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under WIOA and agrees to educate all staff members on the requirements of this statutory provision; In accordance with the Occupational Health and Safety Act of 1970, 29 USC 651 et seq., Partner will not expose participants to surrounding 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.

AUTHORITY TO BIND: Notwithstanding, anything in this agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute this agreement on its behalf.

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

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

REMEDIES NOT IMPAIRED: No delay or omission of CWI exercising any right or remedy available under this agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence hereto.

RELATIONSHIP OF THE PARTIES: NWIWB and the Partner acknowledge the separateness of their respective organizations. The relationship between them is that of independent parties who are contracting with each other solely for the purposes of effectuating the provisions of this Agreement and none of the provisions of this Agreement are intended to create nor shall be construed to create any other relationship between them. None of their respective employees shall be construed to be agents, employees or representatives of the other.

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

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION: This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total aPant of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

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

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Partner'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 employees about (1) the dangers of drug abuse in the workplace; (2) the Partner'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 employer 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 contracting State Agency and the Indiana Department of Administration 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.

NON-COLLUSION AND ACCEPTANCE: The undersigned attests that he or she is the contracting party, or a representative, agent, member or officer thereof, that he or she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

By signing my name below, I, Tammy Bigler certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature verifies that my agency has received the requirements for participation in the Work One One-stop System:

- ☒ The PA including Attachments A, B, & C
- ☒ The Operating Budget (Attachment C)
- ☒ The Infrastructure Funding Agreement (IFA) (page 15 of this document)

By signing this document, I also my agency agrees with the requirements for participation in the Work One One-stop System:

- ☒ The PA including Attachments A, B, & C
- ☒ The Operating Budget (Attachment C)
- ☒ The Infrastructure Funding Agreement (IFA) (page 15 of this document)

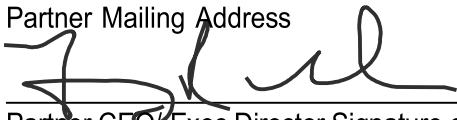
I understand that this PA may be executed in counterparts, each being considered an original, and that this PA expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2025, whichever occurs earlier.

VANTAGE AGING
Partner Corporate Name

388 S. Main Suite 325 Akron Ohio 44311

Partner Mailing Address



12/6/23

Director of Workforce Development

Partner CEO/ Exec Director Signature and Date

Typed Title

Board Member (If Required) Signature and Date

Typed Title

If the PA/contract is being signed on behalf of a corporation by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

NWIWB:

Karen Kopka

Board Chair, NWIWB

Karen Kopka

09/24/2024

Signature

Date

Local Chief Elected Official:

Barb Regnitz

Chief Elected Official, NWIWB

Barb Regnitz

09/23/2024

Signature

Date

Partner Contact for this agreement:

Tammy Bigler

Director of Workforce Development

Name

Title

Tbigler@vantageaging.org

330-253-4597 ext 136

Email

Phone

NWIWB Contact for this Agreement:

- Fiscal: Erin Sizemore, CFO, CWI - 219-462-2940

Attachment A: Partnership Level

SCSEP

WIOA Partner Funding Stream

Vantage Aging

Partner Corporate Name

Check the appropriate box(es):

☒ Services delivered by your organization onsite at a local WorkOne

Detail of hours or frequency your organization is present at a WorkOne and space/technology needs: Regional Manager and staff participant provide information regarding program, eligibility and do intake and counselling sessions. WorkOne Portage normally has someone on site during operating hours. Other locations as indicated below are by appointment and Regional manager will reservice space as needed.

_____ -

_____ -

_____ -

_____ -

_____ -

_____ -

_____ Partner location where WorkOne staff delivers services at the Partner location

Detail of location, hours or frequency of when a WorkOne staff is at your location: _____

Please indicate all WorkOne locations where services are delivered by your organization onsite at a WorkOne:

☐

☒

☒

☒

☒

All WorkOne Locations
WorkOne Gary
WorkOne Hammond
WorkOne LaPorte
WorkOne Portage

☒

☐

☐

☐

☒

WorkOne Express Jasper County
WorkOne Express Newton County
WorkOne Express Starke County
WorkOne Express Pulaski County
WorkOne Express Michigan City

Additional Needs and Notes Regarding Use of Space:

Only WorkOne Portage has dedicated space for Vantage. The Regional Manager will travel to Gary, Hammond, LaPorte, Jasper and Michigan City by appointment and will arrange use of common space for these appointments.

Attachment B: Service Offerings by Partner

Service Type	Activity	WIOA Adult and DLW	WIOA Youth	AE	Older Amer's Act	Career & Tech Ed –Carl Perkins	Na'l Farm Worker Prog	Com Svs Block Grant	TAA	VETS/ JVSG	WP	RESEA	HUD E&T	SNAP and TANF	UI	Voc Rehab
Basic	Outreach, intake, orientation	X	X	X	X	X	X	X	X	X	X	X	X	X		X
	Access to Labor Exchange Services	X	X	X	X		X	X	X	X	X	X		X		
	Initial skills assessment	X	X	X	X	X	X	X	X	X	X	X	X			X
	Job search	X	X	X	X	X	X	X	X	X	X	X		X		X
	Access to labor market information (LMI)	X	X	X	X	X	X		X	X	X	X		X		X
	Training provider information	X	X	X	X	X	X	X	X	X	X	X	X	X		X
	Self Service computer based activities	X	X	X		X	X		X	X	X	X		X		
	Referral to and coordination with Partners and community resources	X	X	X	X	X	X	X	X	X	X	X	X	X		X
	General career search information in a group setting	X	X	X		X	X		X	X	X	X	X	X		
	Information and assistance with filing unemployment claims														X	
	Scheduling appointments with Partners	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Employer	Labor Exchange activities	X							X	X	X			X		X
	Provision of Labor market Information to the One Stop System	X				X			X	X	X			X		X
	Provision of ongoing employer intelligence regarding skills and employment needs	X			X	X	X		X	X	X		X	X		X
	Customized screening and referral of qualified participants in training services to employers	X			X		X		X	X	X		X	X		X
	Customized services to employers, employer associations, or other such organizations, on employment-related issues	X				X			X	X	X			X		X

	Customized recruitment events and related services for employers including target job fairs	X							X	X	X					X
	Customized labor market information for specific employers, sectors, industry clusters,	X				X			X	X	X					X
Staff Supported Individualized	Comprehensive assessment and interpretation of skill levels	X	X	X	X	X	X	X	X	X	X	X			X	X
	In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals	X	X	X	X		X	X	X	X	X	X		X	X	X
	Creation of Individual employment plans	X	X		X		X		X	X	X	X		X	X	X
	Group career counseling	X	X		X		X	X	X	X	X	X		X	X	
	Individual career and employment counseling	X	X		X	X	X	X	X	X	X	X		X	X	X
	Career Planning	X	X		X	X	X	X	X	X	X	X		X	X	X
	Case management	X	X		X		X	X	X	X	X	X		X	X	X
	Short-term pre-vocational classes and services: development of learning skills, communications skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training	X	X		X		X		X	X	X			X		
	Internships and Transitional jobs and work experiences	X	X		X		X							X		
	Workplace preparation activities	X	X	X	X	X	X		X	X	X			X		
	Financial literacy services	X	X		X	X	X		X	X	X			X		
	Out of area job search and relocation assistance	X	X				X		X							
	English language acquisition and integrated education and training programs	X	X	X		X	X		X							

Staff Supported Training Services	Occupational skills training	X	X		X	X	X		X				X	X		X
	Combined workplace/classroom such as apprenticeships	X	X			X	X		X							X
	Adult education and literacy activities, including activities of English language acquisition			X		X	X		X							
	Customized training by employers with a commitment to employ an individual upon successful completion of the training	X	X		X	X			X				X			X
	Incumbent worker training	X				X	X						X			



Attachment C:

**Use of Computer Systems and All Other Electronic Devices — Including Storage Media
(To be signed by each staff accessing the WorkOne network)**

General Computer Usage

Computers and related equipment are critical business tools for WorkOne Northwest staff and partners. All computer usage within WorkOne must be limited to business purposes only. Users may be monitored at any time in the event it is believed there has been misuse.

Software, Licensing, and Copyright

The use of computer programs that are the property of CWI-WorkOne and/or the State of Indiana must be confined to programs and applications fully licensed that have been installed by or been granted written consent from the Regional Operator and/or Technology Manager. The WorkOne One Stop Operator does not support or tolerate the infringement of copyright laws when gathering information from the internet.

Facilitation of Customer Machines

A key function of the WorkOne Northwest system is to provide job search, career guidance, labor market information, career/education/training, job placement, and partner services to individuals and companies. Again these services rely heavily on computer systems with Internet access. All WorkOne Northwest staff and partners should enforce all policies and appropriate use of technology by their respective customers.

Outside Equipment

Use of equipment and technology brought in by outside groups, customers, or partners that are not fully integrated into the WorkOne network should be limited including use of not approved flash storage drives. There is a wireless access point in all offices and use of this resource should again be limited to the services offered by WorkOne or the partner.

By signing this document, I certify that I have read, understand and agree to the terms of the above and that I have received a copy of this procedure.

Vantage Aging

Partner Organization (please print)

Tammy Bigler

Name (please print)

Signature

9/23/24
Date



Completed Document Audit Report

Completed with SignWell.com

Title: PY23 Region 1 PA WIOA -Template (Vantage Aging) signed)

Document ID: 0c686ad9-743b-435e-bb7a-30aec705747a

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Files

PY23 Region 1 PA WIOA -Template (Vantage Aging) s.docx

Sep 23, 2024 15:32:46 CDT

Activity







 Jordan Burke IP: 50.240.130.17	created the document (Uburke@cwicorp.com)	Sep 23, 2024 15:33:15 CDT
 Jordan Burke IP: 50.240.130.17	sent the document to barb.regnitz@porterco.org and kkopka@amerlic.com	Sep 23, 2024 15:35:19 CDT
 Barb Regnitz IP: 2607:fb90:a135:457f:4d6e:304c:3e4:262f	first viewed document (barb.regnitz@porterco.org)	Sep 23, 2024 18:33:08 CDT
 Barb Regnitz IP: 2607:fb90:a135:457f:4d6e:304c:3e4:262f	signed the document (barb.regnitz@porterco.org)	Sep 23, 2024 18:35:39 CDT
 Karen Kopka IP: 93.180.226.162	first viewed document (kkopka@amerlic.com)	Sep 24, 2024 09:15:10 CDT
 Karen Kopka IP: 50.234.99.178	signed the document (kkopka@amerlic.com)	Sep 24, 2024 09:15:29 CDT

Exhibit 5: Monitoring Schedule and Tools

QA & Monitoring Internal Schedule

Program Provider	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Youth Programming																		
JAG																		
Goodwill																		
Jobworks																		
Boys & Girls Club																		
Tradewinds																		
Mental Health of America																		
GAPS (Gary)																		
WIOA																		
WIOAAdult																		
WIOADLW																		
WIOA Youth																		
RESEA																		
MSFW																		
TAA																		
Adult Ed																		
Merrillville AE																		
East Chicago AE																		
HammondAE																		
Michigan City AE																		
Crown Point ALC																		
Jasper-Rensselaer ALC																		
Lowell ALC																		
Tri-Town ALC																		
Pulaski County ALC																		
Starke County ALC																		
Gary ALCs (2)																		
Other Funding Streams & Policy																		
Workforce Ready Grant																		
Next Level Jobs																		
Rural Health																		
MUS - GO Youth Justice																		
READI Work Based-Learning																		
READI JAG Expansion																		
READIREADY																		
READI Employer Upskilling																		
DWDABA2022																		
CWI Policies & Guidance																		

Key:	FOR	Formal & EO Monitoring Review
	CLS	Closed
	NEW	New Contract Coming
	DSK	Desktop Monitoring
	CAC	Corrective Action Planning

Action	Timeline
Date set for onsite monitoring	30 days prior to monitoring
Onsite review conducted	On agreed upon date
Report emailed to Project Lead	Within 1 week of monitoring
Corrective action planning	30 days after receipt of monitoring report
* Guidance will be provided with monitoring report	