

Electronic Record of Contracts

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Summary of Contracts

This document contains the following contracts.

Title	Revision	ID
Eckerd - WorkOne Indy Services Contract	1	5db9f39e73c4d56bacb71f9c

Contract signed by:

Penny Dunning EmployIndy	Signer ID: pdunning@employindy.org Email: pdunning@employindy.org
Date / Time: Oct 31, 2019 at 3:33 PM GMT IP Address: 12.187.54.162 User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/77.0.3865.120 Safari/537.36	

Randall Luecke Eckerd	Signer ID: rluecke@eckerd.org Email: rluecke@eckerd.org
Date / Time: Nov 13, 2019 at 12:35 PM GMT IP Address: 64.132.153.194 User Agent: Mozilla/5.0 (Windows NT 6.1; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/78.0.3904.97 Safari/537.36	

Angela Carr Klitzsch President & CEO, EmployIndy	Signer ID: acarrklitzsch@employindy.org Email: acarrklitzsch@employindy.org
Date / Time: Nov 13, 2019 at 1:24 PM GMT IP Address: 47.227.75.0 User Agent: Mozilla/5.0 (iPhone; CPU iPhone OS 13_1_3 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/13.0.1 Mobile/15E148 Safari/604.1	

Completed by all parties on:
Nov 13, 2019 at 1:24 PM GMT

Contract for the Provision of Services
Contract No. S0506-WCF-19-WOI

This Contract (“Contract”) is entered into by and between **Indianapolis Private Industry Council, Inc. d/b/a EmployIndy** (hereinafter “EmployIndy”) and **Eckerd Connects** (hereinafter the “Contractor”) under the terms and conditions set forth herein. EmployIndy and Contractor may each be referred to as “Party” or collectively as “Parties.” Funding for reimbursement for this contract comes from a grant provided by the U. S. Department of Labor (“USDOL”) Grant # WIOA839 and WIOA939. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

- 1. Purpose of the Contract:** This Contract shall be used exclusively in accordance with the provisions contained in this Contract, and in accordance with the applicable federal and state statutes, rules and regulations. The purpose of this Contract is to provide the terms under which Contractor will provide certain services (the “Project”) as described in the Project Work Statement attached hereto and incorporated fully herein as Attachment A. Funds are made available pursuant to a grant awarded to EmployIndy by the USDOL.
- 2. Term:** The term of the WorkOne Indy Service Provision Contract shall be from November 1, 2019 until June 30, 2021. This contract represents the program year 19 (PY19) contract with a term of **November 1, 2019** (the "Starting Date") until **June 30, 2020** (the “Expiration Date”). A separate contract shall be executed for PY20 with a term of July 1, 2020 until June 30, 2021. In no event shall payments be made for work done or services performed prior to the Start Date or after the Expiration Date.
- 3. Extension:** If the Expiration Date is extended, all other provisions of this Contract shall remain in full force and effect unless specifically modified pursuant to the requirements within this Contract.
- 4. Attachments:** The items below are attached to and incorporated into this Contract.
 - A. Project Work Statement
 - B. Planned Outcomes & Performance
 - C. Project Budget
 - D. Billing Procedures and Accrued Expenditure Report
 - E. Applicable Statutes and Assurances
 - F. Drug Free Workplace Assurance
 - G. Assurance Regarding Debarment Suspension, Ineligibility & Voluntary Exclusion
 - H. Assurance Regarding Lobbying for Grants & Cooperative Agreements
 - I. Workforce Innovation and Opportunity Act Grievance Procedures
 - J. Data Sharing Agreement
- 5. Budget:** The Project Budget & Planned Outcomes schedule is attached hereto in Attachment C and incorporated fully herein (the “Accrued Expenditure Report”). Maximum payment, on a cost reimbursement basis, is limited to the lesser of (a) or (b):
 - A. \$658,092.78 as specified in the Cost Reimbursable portion of the Budget

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- B. The actual cost of performing the Project described in this Contract and the Project Statement including the cost for performance budget that is earned.
- 6. Performance:** The Project Work Statement identifies the services and deliverables to be provided under this Contract. EmployIndy will notify Contractor in writing if there are concerns with performance, and will provide at least thirty (30) days' notice before modifying obligated contract budget amounts.
- 7. Representations and Warranties:**
- A. Contractor expressly warrants that the services provided under this Contract shall be performed in a timely manner, in a good and professional manner, and free from defects in accordance with industry standards. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the services to be provided under this Contract. Contractor shall, without additional compensation, correct or revise any error or deficiency if the error or deficiency results from the negligence of Contractor, including any of its agents, employees, or Subcontractors (as defined in Section 41).
- B. Contractor represents and warrants that all of Contractor's employees, subcontractors, representatives, and agents who are in any way involved in the Project shall have full criminal background checks prior to the start of the Project. Any negative information revealed in the background check on individuals who Contractor anticipates, subcontracts with, or assigns to work on the Project shall be provided to EmployIndy for additional review. EmployIndy reserves the right, at its sole discretion, to prohibit individuals with negative background check information from being involved in the Project. Failure to comply with the provision of negative background check information to EmployIndy will constitute a breach of this Contract and may result in immediate termination of this Contract at EmployIndy's sole discretion. At EmployIndy's written request, Contractor will remove from the EmployIndy workplace and/or project, at Contractor's sole expense, any of Contractor's employees, agents and Subcontractors whose presence is reasonably regarded by EmployIndy to be detrimental to EmployIndy's operations.
- C. Contractor represents and warrants that any and all independent contractors subcontracted by Contractor are independent contractors as defined by the Internal Revenue Service ("IRS").
- D. Contractor represents and warrants that it will abide by all laws, regulations, and rules regarding maintaining the confidentiality of personally identifying information, including all requirements under Healthcare Portability and Accountability Act of 1996 ("HIPAA").
- 8. Design and Implementation of Project/Assurances:** The Contractor shall be responsible for the implementation of the Project, as described in the Project Work Statement and in

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accordance with the terms and conditions of this Contract. In this regard, Contractor makes the following assurances:

- A. The Contractor shall modify the Project Work Statement as directed by EmployIndy in the event statutes or regulations require such modification;
- B. The Contractor shall comply with all applicable policies and directives issued by the USDOL, the State of Indiana (“State”), EmployIndy and any other applicable regulatory body or agency;
- C. The Contractor represents and warrants that it has a current Cost Allocation Plan. A Cost Allocation Plan is current when it addresses an entity-wide allocation of **all funds** awarded to the Contractor by EmployIndy and received from separate funding sources; and
- D. The Contractor shall participate in all mandatory technical assistance sessions sponsored and/or provided by EmployIndy.

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

10. Retention of Records. The Contractor shall retain and make available all financial records, supporting documentation, statistical records, evaluation data, member information and personnel records for ten (10) years from the final Expiration Date of this Contract. If an audit is started prior to the expiration of the ten (10) year period, the records shall be retained until the audit findings involving the records have been resolved and final action taken. All program participant files are the property of EmployIndy. Should this Contract be cancelled, not renewed, or terminated, the Contractor shall forward all files containing original documentation to EmployIndy within ten (10) business days of written notice of contract cancellation, termination, and/or the expiration of the contract.

Within 90 days of execution of this contract, the contractor must provide the following information to EmployIndy:

- A. Which types of records detailed in Attachment A of EmployIndy Policy 2018-06, “Service Provider Records Retention and Document Destruction”, are maintained as a result of this contract with EmployIndy.
- B. Where/in what form the records are typically maintained (i.e. physical copies, uploaded to ICC, etc.)

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- C. Any additional laws or regulations uniquely affecting service provider operations which would require a longer retention period than prescribed in the record retention schedule detailed in Attachment A of EmployIndy Policy 2018-06, “Service Provider Records Retention and Document Destruction” .
- D. Procedures for the destruction/digitization of records.

11. Monitoring and Compliance:

- A. EmployIndy shall monitor the performance of the Contractor against the Attachments and standards required herein. Substandard performance as determined by EmployIndy shall constitute non-compliance with this Contract. EmployIndy shall have the right to monitor the Contractor’s compliance with the terms and conditions of the Contract including all applicable statutes, regulations, directives and mandates. The Contractor shall provide EmployIndy with reasonable and adequate opportunity to conduct this monitoring, including providing the opportunity to review and audit all relevant documents, forms, reports or any other records at any time during the term of this Contract, and after the Expiration Date as may be reasonably necessary to monitor compliance with this Contract. The Contractor will be responsible for on-site monitoring of any employee, Subcontractor (as defined in Section 41) or other service provider engaged by Contractor as provided herein with respect to Contractor’s obligations and of any sub-recipient of any funding provided to Contractor pursuant to this Contract. The Contractor shall provide EmployIndy, USDOL, and any other State or federal agency, as necessary, access to all documents, forms, reports or any other records pertaining to the implementation of this Contract during the term of the contract and/or after the Expiration Date as may be reasonably necessary to monitor compliance with the Contract.
- B. Contractor acknowledges that the Contract is funded with federal funds, which subjects the services performed under the Contract to federal regulation. Contractor shall comply with, conform to, and obey (and take such steps as are necessary to enable EmployIndy to comply with, conform to, and obey) all federal and state statutes, regulations, rules, and policies applicable to this Contract and the work performed hereunder. Failure to do so may be considered a material breach of this contract.

12. Audits:

- A. The Contractor shall produce all accounting books, bills, vouchers, documentation and records relating to this Contract to the auditor(s) selected by the Contractor to audit this Contract. Any such auditor shall be independent, experienced and capable of performing such audits and otherwise acceptable to EmployIndy. The Contractor shall submit the auditor’s report to EmployIndy within the earlier of thirty (30) days after receipt of the auditor’s report, or six (6) months after the end of the audit period.

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The Contractor will be responsible for selecting the auditor(s) to audit any sub-recipient. EmployIndy will retain responsibility for monitoring for audit resolution.

- B. EmployIndy has the right in its discretion to conduct its own audits (with an auditor selected at the sole discretion of EmployIndy) with respect to Contractor or any other recipient of the funding provided to Contractor pursuant to this Contract, and Contractor shall cooperate with EmployIndy in connection with such audit as reasonably requested by EmployIndy or such auditor. Any duly authorized EmployIndy representative shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all books of account, records, and other documents of the Contractor relating to the work performed under this Contract for a period of three (3) years after the expiration of this Contract.

13. Authority to Bind Contractor: Contractor has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Contract, and has taken all action necessary to authorize the execution, delivery, performance and observance of its legal obligations under this Contract. This Contract, when executed and delivered, will constitute the legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms. This Contract must be signed by the chief executive officer (“CEO”), president, executive director, superintendent, owner, or partner of the Contractor’s organization or his/her designee. If a designee signs this Contract, the Contractor must file a letter with EmployIndy from the CEO, president, superintendent, owner or partner, or a corporate resolution, or a copy of corporate bylaws authorizing that individual (by name and by title) to sign contracts. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approval from the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed.

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

- A. This Contract must be fully executed.
- B. No funds that are transferred under this Contract shall be disbursed by the Contractor to another person to act as its agent or employee in performing the terms and conditions of this Contract without (i) a written financial contract between the Contractor and that person and (ii) compliance with the provisions of this Contract regarding EmployIndy’s right to approve Subcontractors as herein described in Section 41. This Subcontractor shall reserve the right of the Contractor not to honor request for payments received more than sixty (60) days after the Expiration Date.
- C. All payments by EmployIndy to the Contractor for services rendered pursuant to this Contract shall be made on an accrual (reimbursement) basis and shall be accompanied with financial reports that are required by EmployIndy. No cost shall be accrued prior to the starting date of this Contract.

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- D. EmployIndy reserves the right not to honor requests for payment received more than ninety (90) days after the Expiration Date. EmployIndy also reserves the right to withhold final payment until agency-required reports are received and accepted.
- E. Failure to complete the Project and/or to expend the funds in accordance with this Contract may be considered a material breach of this Contract and shall entitle EmployIndy to impose sanctions against the Contractor including, but not limited to, suspension of all contract programs until such time as all material breaches are cured to EmployIndy's satisfaction. Sanctions may also include repayment of all funds expended for activities not identified in the scope of the Project Work Statement or the Project Budget. The remedies described in this subparagraph are in addition to any other remedies EmployIndy may have at law or equity.
- F. Contractor expressly authorizes EmployIndy to deduct from any amount due or to become due to Contractor any sums owing by Contractor to EmployIndy, whether relating to this Contract or otherwise; and in the event of any breach by Contractor of any provisions or obligations of this Contract or in the event of the assertion by other parties of any claim of lien against the contract or the premises arising out of the Contractor's performance of this Contract, Contractor authorizes EmployIndy and EmployIndy shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect EmployIndy from any and all loss, damage or expense therefrom, including an allowance for attorney fees, until the situation has been satisfactorily remedied, resolved or adjusted by Contractor. Contractor expressly authorizes EmployIndy and EmployIndy shall have the right to offset and retain out of any payments due or to become due to Contractor ("back charge") amounts due and owing to EmployIndy as a result of the following, that shall include but not limited to: (a) damage to other Contractor Work and/or materials; (b) use of inferior materials; (c) misuse of materials provided; 9d0 insufficient clean-up; (e) failure to perform its obligations under the terms and conditions of the Contractor; and (f) failure to timely and/or properly perform an warranty work relating to the Work.
- G. EmployIndy's obligations are subject to (i) receipt of funding from the sources identified in Section 1 of this Contract, and (ii) satisfactory performance of Contractor's obligations under this Contract on a timely basis.
- H. Contractor's rights to payment for any services or obligations that are subject to a subcontract are conditioned upon compliance with the procedures for approval of Subcontractors set forth in Section 41 of this Contract.

15. Compliance with Laws: The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be

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

16. Conflict of Interest: No member, official, or employee of the Contractor shall have any financial interest, direct or indirect, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract which affects his/her financial interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly interested. No officer, employee or agent nor any member of their family, shall financially benefit from the activities of any program participant or applicant. EmployIndy may cancel this Contract without recourse by the Contractor if it is determined any conflict of interest exists. In addition, any conduct or activity that creates the appearance of impropriety on the part of any member, official, or employee of the Contractor as it relates to conflicts of interest as herein described shall be prohibited.

17. Employment Eligibility Verification: The Contractor and Subcontractor(s) affirm under the penalties of perjury that each does not knowingly employ any unauthorized aliens. In the event that the Contractor employs additional individuals for work under this Agreement, Contractor affirms under the penalties of perjury that it will not knowingly employ an unauthorized alien.

The Contractor and Subcontractor(s) affirm under the penalties of perjury that each has enrolled and is participating in the E-Verify program as defined and described in I.C. § 22-5-1.7, et. seq. The Contractor and Subcontractor agree to each provide documentation to EmployIndy that each has enrolled and is participating in the E-Verify program. Additionally, the Contractor and Subcontractor acknowledge that participation in E-Verify does not apply if the Contractor or Subcontractor is self-employed and does not employ any employees.

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

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of payments to Contractor hereunder, termination of the Agreement and/or debarment of contract opportunities with EmployIndy for up to three (3) years.

18. Confidentiality: The Contractor will abide by all applicable statutes, regulations, directives and mandates to protect the privacy rights and interests of individuals who apply for employment and training and related services.

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

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20. Liquidated Damages: Contractor and EmployIndy recognize that time is of the essence of this Contract and that EmployIndy will suffer financial loss if the Project is not completed within the times specified in the Planned Outcomes & Performance Attachment or elsewhere within this Contract or the attachments to this Contract. The Parties also recognize the delays, expenses and difficulties involved in providing the actual loss suffered by EmployIndy in a legal proceeding or in arbitration if the Project is not completely timely. Accordingly, instead of requiring such proof, EmployIndy and Contractor agree that as liquidated damages for delay (but not as a penalty), EmployIndy may, at its sole discretion, require Contractor to pay Five Hundred and 00/100 Dollars (\$500.00) to EmployIndy for each day that expires after the times specified in herein. If, after substantial completion as defined herein, Contractor neglects, refuses or fails to complete the remaining portions of the Project within the times specified herein or after any proper extension thereof granted by EmployIndy, EmployIndy may, at its sole discretion, require Contractor to pay EmployIndy Five Hundred and 00/100 Dollars (\$500.00) for each day that expires after the time specified herein for completion until the Project is completed and ready for final payment.

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

- A. No funds made available under this Contract shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
- B. The Contractor shall establish safeguards adequate to prohibit employees or other persons from using their position with the Contractor for improper private gain for themselves or others. The Contractor will adopt corporate bylaws that establish procedures to avoid improper conflicts of interest.
- C. The Contractor shall maintain an affirmative action plan, written personnel policies, and grievance procedures for complaints and grievances from applicants, participants and beneficiaries, Subcontractors, employers, employees and other interested persons, all in accordance with all applicable statutes and regulations.
- D. The Contractor is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.
- E. Sexual Harassment. Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy.

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F. **Drug-Free Workplace.** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workforce Act of 1988.

The breach of any of the above general assurances and certifications shall be regarded as a material breach of this Contract.

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

23. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless EmployIndy and its directors, officers, employees and agents from any and all losses, damages, claims, liabilities, costs, expenses, settlements and suits, including court costs, attorneys' fees, and other expenses as a result of or arising from: (i) a breach by the Contractor, including, but not limited to, its officers, directors, employees, agents, or Subcontractors, of its obligations under this Contract and/or arising from the acts or omissions of the Contractor in performing its obligations under this Contract; (ii) any breach of any one or more of the Contractor's representations, warranties, covenants, or agreements contained in this Contract; and (iii) the negligence, gross negligence or willful misconduct on the part of the Contractor, its officers, directors, employees, agents, or Subcontractors in the performance of this Contract. EmployIndy shall have the right to participate at its own expense in any defense or settlement of any such claim at its discretion and with counsel of its choosing. EmployIndy shall not provide such indemnification to the Contractor. If Contractor is a department, division or agency of the state, the above indemnification provision is inapplicable.

24. Independent Contractor: Both parties hereto, in the performance of this Contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The Contractor at all times shall remain an independent contractor with respect to performance under this Contract. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall be responsible for and pay all amounts and benefits owing to or for the account of its employees, if any, including, without limitation, unemployment and workers' compensation insurance, retirement, life and/or medical insurance.

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25. Insurance:

- A. Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from the Contractor's performance under this Contract, Contractor shall, at its sole cost and expense, provide:
- i. Commercial General Liability Insurance policy providing coverage against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate;
 - ii. Worker's Compensation coverage consistent with the laws of the State of Indiana;
 - iii. Commercial Automobile Liability Insurance, including Non-Owned and Hired Auto Liability with a limit of not less than \$1,000,000; and
 - iv. Commercial Umbrella Liability coverage of at least \$2,000,000.
 - v. A Network Privacy and Security Policy (aka cyber liability) providing coverage with at least a minimum limit of \$2,000,000.
- B. All insurance required hereunder shall be with a responsible carrier with an A.M. Best Rating of A- or greater that is acceptable to EmployIndy, shall name EmployIndy as an additional insured, and shall also contain a provision for at least ten (10) days' notice to EmployIndy of cancellation. Contractor shall provide EmployIndy with a Certificate in such form as is acceptable to EmployIndy evidencing such insurance prior to the release of any Contract funds. Failure to maintain such insurance shall result in the termination of this Contract.
- C. If Contractor is a department, division or agency of the State of Indiana, or of a county, municipal or local government, the foregoing insurance coverages shall not be required; however, Contractor may elect to provide such coverages.
- D. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling EmployIndy to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to EmployIndy before the commencement of this Contract.

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

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27. Minority Business Enterprise: EmployIndy has established a goal of 5% participation by minority business in contracts. The Contractor is encouraged to make a good faith effort to sub-contract with minority businesses.

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

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

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

- A. Notices to EmployIndy shall be sent to:

Angela Carr Klitzsch, President and CEO
EmployIndy
115 W. Washington Street
Suite 450 South
Indianapolis, Indiana 46204

- B. Notices to the Contractor shall be sent to:

Randall Luecke, Chief Financial Officer
Eckerd Connects
100 N. Starcrest Drive
Clearwater, FL 33765

All notices, requests, approvals, consents and other communications required or permitted under this Contract should be in writing and shall be deemed to have been duly given: (i) if delivered personally, then on the date received; (ii) if a Party has provided a facsimile number for delivery of notice and notice is so delivered, then on the date received or if received after the recipient's close of business on such day, then on the next business day; (iii) if delivered by overnight courier, then on the next business day after deposit with the courier service absent persuasive evidence of the failure of delivery thereof on such date and

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then on the day of delivery indicated by such evidence, and (iv) if mailed, then four (4) business days after mailing if sent by U.S. registered or certified mail.

- 30. Order of Precedence:** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) Exhibits prepared by EmployIndy, and (3) Exhibits prepared by the Contractor.
- 31. Penalties, Interest and Attorney Fees:** EmployIndy will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees.
- 32. Property Management:** Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of EmployIndy upon delivery of such property by the vendor in accordance with the applicable Federal Office of Management and Budget ("OMB") circulars. As a result, Contractor shall ensure that all such property is clearly marked as such.
- 33. Repayment:** The Contractor is responsible for the repayment of costs determined to be disallowed in accordance with applicable statutes, regulations, directives or mandates. Repayment of such costs shall be made within thirty (30) calendar days of the final audit determination and, unless agreed to in writing by EmployIndy, shall be repaid from non-federal funds. Responsibility of the Contractor, as set forth herein, shall not release any insurer or bonding company from any contractual duty to reimburse the insured, EmployIndy, or the obligee.
- 34. Taxes:** EmployIndy is exempt from state, federal and local taxes. EmployIndy will not be responsible for any taxes levied on the Contractor as a result of this Contract.
- 35. Termination for Cause:** EmployIndy may terminate this Contract or withhold payments for a material violation of a term or condition of this Contract, immediately upon delivery of written notice to the Contractor of termination or withholding of payments. A material violation includes:
- A. Improper use of funds in connection with this Contract as reasonably determined by EmployIndy;
 - B. The material inaccuracy of any representation or warranty made by Contractor to EmployIndy in this Contract or otherwise;
 - C. Reasonable determination by EmployIndy that the successful performance of this Contract is improbable or infeasible;
 - D. Contractor's failure to properly perform any material provision or covenant contained in this Contract, including failure to meet timelines, benchmarks, failure to turn in required reports, and such failures continue for a period of thirty (30) days after written notice to Contractor from EmployIndy, including the failure of the Contractor to

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timely complete performance in accordance with this Contract and any of the Attachments;

- E. Termination or suspension of availability of federal funds for the performance of this Contract as reasonably determined by EmployIndy;
- F. Inability of the Contractor to repay any cost found to be disallowable by final audit resolution;
- G. Any other material failure to comply with or a breach of a term or condition of this Contract as reasonably determined by EmployIndy;
- H. Failure to take proper corrective action in a timely manner as determined by EmployIndy; and/or
- I. Contractor engages in fraud, or willful misconduct, bad faith, illegal acts, gross negligence, or willful breach of this Contract.

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

37. Complete Agreement: This Contract, including all attachments, is the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and merges all prior discussions between the Parties.

38. Non-Collusion and Acceptance: The undersigned attests, subject to the penalties for perjury that he/she is the representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

39. Intellectual Property Rights. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such

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products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this Contract shall be considered “work for hire” and the Contractor transfers any ownership claim to EmployIndy and all such materials will be the property of EmployIndy.

40. Public Information: The Contractor shall identify EmployIndy as a funding source of this training program in any information made public concerning this program and shall use the following language: “Funded by the Indianapolis Private Industry Council, the Workforce Investment Board for Marion County through a grant from the U.S. Department of Labor.” References may also include “a proud partner of the EmployIndy Network” or “an EmployIndy funded program.” The format in which information is made public may include, but not be limited to, program and outreach materials, websites, media releases, printed materials, pamphlets, flyers, brochures, op-ed, and letters to the editor, other opinion pieces, and videos and should be cited in annual reports, lists of funders, and award announcements. The Contractor shall submit a draft for approval by EmployIndy prior to use or distribution of any such documents or videos.

41. Subcontractors:

- A. The Parties agree that Contractor shall not subcontract, assign, or delegate any portion of this Contract or the services to be performed hereunder without prior written approval by EmployIndy. In the event that EmployIndy approves of any such subcontracting, assignment, or delegations with any third party to perform any of Contractor’s obligations under the Contract (“Subcontractor”), Contractor shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are subcontracted, assigned, or delegated. EmployIndy shall have no obligations whatsoever towards such Subcontractor. Contractor shall take sole responsibility for the quality and conformity of any services rendered by such Subcontractor. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Contract.

- B. If the Contractor desires to utilize a Subcontractor, then (i) Contractor shall give EmployIndy written notice of such desire, which notice shall identify the proposed Subcontractor, describe the tasks to be performed by such Subcontractor and provide a description of the proposed Subcontractor’s qualifications to perform such tasks; (ii) EmployIndy shall have the right to approve such Subcontractor and shall give Contractor prompt notice of EmployIndy’s approval or rejection of such proposed Subcontractor; (iii) if such Subcontractor is approved, the subcontract shall include express provisions requiring the Subcontractor to agree to the undertakings and

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assurances contemplated or required by this Contract (including those in the Attachments to this Contract) or otherwise reasonably requested by EmployIndy; (iv) if EmployIndy does not approve of such Subcontractor, EmployIndy will give notice to Contractor of the reasons (if any) for such rejection and will cooperate with Contractor to resolve any objections or to find an alternate provider for such services; (v) EmployIndy will be a third party beneficiary of any agreement between Contractor and such Subcontractor; (vi) EmployIndy shall have the right to require Contractor to replace any Subcontractor that EmployIndy has reasonably determined is not performing the tasks to be performed by such Subcontractor or has determined in EmployIndy's discretion that removal is in the best interests of EmployIndy; and (vii) in any event, Contractor remains fully responsible for performance of all of its obligations under this Contract, including any performance by any Subcontractor.

- 42. Severability:** In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Contract, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 43. No Waiver:** No waiver by EmployIndy of any breach of this Contract shall be a waiver of any preceding or succeeding breach. No waiver by EmployIndy of any right under this Contract shall be construed as a waiver of any other right. EmployIndy shall not be required to give notice to enforce strict adherence to all terms of this Contract.
- 44. Dispute Resolution:** The parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the parties employ reasonable and informal means to resolve any dispute under this Contract prior to invoking a remedy provided elsewhere in this Contract. The parties will use their reasonable best efforts to resolve disputes arising under this Contract at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute between the parties cannot be resolved in the normal course of business, a senior executive of the party initiating this dispute resolution process will notify a senior executive of the other party in writing of the dispute, specifying the disputed issues. Thereafter, such executives, or their designated representatives, as applicable, will use their reasonable best efforts to resolve the dispute within seven (7) business days of submission by a party to the others of such a dispute notice (or such longer time as the parties may agree). If such executives or, as applicable, designated representatives are unable to resolve the dispute within such period, the parties shall then be entitled to pursue any remedies as are available to the respective party.
- 45. Information Security Disclosures:** Within 90 days of this modification, the contractor must provide the following information to EmployIndy:
- A. The designated staff person(s) responsible for informing EmployIndy when an employee is terminated.

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- B. A training schedule indicating when staff will be trained on the requirements of EmployIndy Policy 2015-028, “Information Security and Confidentiality”; training must be conducted at hire and at a minimum, annually.

(Signature page follows)

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

Eckerd Connects

EmployIndy

BY *Randall Luecke*

BY *Angela Carr Klitzsch*

Randall Luecke, Chief Financial
Officer

Angela Carr Klitzsch, President & CEO

DATE Nov 13, 2019

DATE Nov 13, 2019

Attachment A

PROJECT WORK STATEMENT

PURPOSE

The scope of this agreement is between EmployIndy and Eckerd Connects (Service Provider).

The purpose of this agreement is to provide WorkOne Indy Services to Workforce Innovation and Opportunity Act (WIOA) Title I job seekers and participants including adult, dislocated worker, and young adult populations in Marion County.

Services shall include a full continuum of basic and individualized career services, and workshops to be provided in the WorkOne Indy physical office space, embedded locations and community-based locations. Other services may also be provided as needed in order to participate in community activities such as job fairs and other hiring events.

The WorkOne Indy services are designed to:

- assist job seekers and participants in reducing barriers to allow individuals to progress from A Job, to a Better Job, to a Career, and:
- to reduce barriers for employers to meet their demand for low- to mid-skilled workers.

To this end, the WorkOne Indy Service Provider and all staff must be knowledgeable of the available programs, services, and resources to meet the needs of job seekers and employers in Marion County. Staff must have comprehensive knowledge of the labor market and high growth industries within Marion County in order to assist job seekers and participants in identifying appropriate skills, credentials, education and training that are likely to lead to employment that compensates a living wage. Staff must be also be knowledgeable of opportunities for participants to develop the necessary knowledge, skills, and abilities through participation in workshops, secondary education, postsecondary education, and occupational skills training.

SYSTEM ROLE

The WorkOne Indy Service Provider will work in cooperation with EmployIndy's various teams (i.e. Business Partnerships, Career Services, Youth, and Quality Assurance and Monitoring), youth contracted providers, and other partners to provide seamless workforce services in Marion County. The WorkOne Indy Service Provider is expected to develop a community reputation as a workforce system leader by providing quality services and resources to job seekers and organizations at the WorkOne Indy location.

The WorkOne Indy Service Provider will work with the EmployIndy Career Services team, the One-Stop-Operator, and other partners to improve the efficacy of the local workforce ecosystem and meet all expectations of the WIOA required partners. These partners may be located internal or external to WorkOne Indy office and embedded locations.

STAFFING

Service Provider will provide quality staffing and ensure management and staff align with a

successful WorkOne Indy system. The quality and development of the staff and the direction provided are all critical components to a successful WorkOne Indy system.

WorkOne Indy Service Provider staff will provide resource coordination, career navigation, and workshop facilitation to assist participants with individual career assessments, identifying transferrable skills, and establishing an individual employment plan that can reasonably be expected to lead to employment. Coordination with the EmployIndy Business Partnerships team making appropriate referrals of job ready participants, is expected.

It is also expected that provider staff will work to identify participants who would not typically request WorkOne Indy services, but who could benefit. This could be participants for high growth industries or specific groups such as Out of School Youth. This will be accomplished mainly through interaction with participants at the WorkOne Indy location as well as the embedded locations, but could also include attendance at job fairs, community events, hiring events, and other opportunities identified.

The WorkOne Indy services provider is responsible for ensuring all staff are knowledgeable of all relevant Department of Labor (DOL), Indiana Department of Workforce Development (DWD), and EmployIndy rules, regulations, and policies guiding WIOA Title I programs and services.

As such, the following conditions related to staffing shall exist.

- EmployIndy reserves the right to participate in the interview and hiring process of all staff, and to make recommendations on all promotions. The ultimate responsibility for all contractors' hiring resides with the contractor.
- All staff that provide direct services within the WorkOne Indy system will have full criminal background checks prior to the start of work. Any potential hires being removed from employment consideration due to criminal findings must be reviewed by the Director of Career Services or designee.
- EmployIndy desires consistent staff titles based on work performed across the spectrum of service providers and reserves the right to change employee working titles to develop a consistent staffing structure. Acceptable staff titles include Project/Program Manager/Director, Quality Management Specialist, Senior Career Navigator, Follow-Up Career Navigator, Career Navigator, Senior Workshop Facilitator, Community Workshop Facilitator, and Workshop Facilitator.
- All staff will be required to complete onboarding and continuing education requirements. A minimum of 20 work hours per staff person per year must be dedicated to continuing education. Monthly Staff Enrichment may be counted toward the total required house, but not Ecosystem Enrichment. The Service Provider will develop staff onboarding and continuing education plan for approval by EmployIndy within 30 days of a signed contract. All training hours and training/workshop title per staff must be reported to the EmployIndy Career Services Director quarterly.
- The budget covers staffing as outlined in the submitted organization chart.

PRIMARY RESPONSIBILITIES

- Understand the objectives of EmployIndy and meeting and/or exceeding contractual obligations.
- Work in coordination with EmployIndy, other service providers, community-based organizations, and required partners to maximize the overall mission of WorkOne Indy in assisting Marion County residents in finding A job, a Better job, and a Career.
- Ensure that all participants are enrolled in appropriate programs and eligible for services provided.
- Provide appropriate career support to prepare participants to properly engage with employers.
- Develop job seeker and participant employment skills (i.e. job search, resume writing, interviewing, soft skills).
- Locate and identify participants that are ready for, interested in, and in need of upgrading their skill set for Marion County growth industries.
- Refer job seekers and participants to appropriate workshops, assessments, and resources.
- When appropriate, refer participants in need of educational remediation, occupational skills, and/or training.
- Refer participants to available online tools and resources when appropriate.
- Work with other programs and partners as identified for appropriate participant referrals. The Service Provider focus will be what is best suited for the customer. Any services offered by other service providers that will increase the customer's ability to meet their career plan will be referred to or co-enrolled with another service provider(s).
- Manage allocated training funds as directed, including reporting as required.
- Should funding for On-the-Job Training (OJT) opportunities for WIOA enrolled participants become available, designated provider staff will coordinate with the Business Partnerships team for completing the eligibility assessment and skill review of such participants, as well as maintaining accurate and complete case management files in ICC. Service Provider will be open to contract discussions if assistance is needed with monthly onsite check-in at employer partners, acting as Employer of Record, or other duties associated with OJT.

DELIVERABLES

- Provide a full continuum of basic and individualized career services, and workshops to be provided in the WorkOne Indy physical office space and embedded locations. Workshops will also be provided as requested by community organizations.
 - Services may also be provided in other community-based locations as needed in order to participate in community activities such as job fairs and other hiring events.
 - Each WIOA Title I funded career navigator shall provide appropriate services as outlined in this contract and the EmployIndy WorkOne Indy Request for Proposals. It is expected caseloads will be up to 50 active participants.

- Each WIOA Title I funded follow-up navigator shall provide appropriate services as outlined in this contract and the EmployIndy WorkOne Indy Request for Proposals. It is expected the caseload will be up to 450 post exit participants.
- The Service Provider shall place a minimum of 50 job seekers per quarter in unsubsidized employment.
- All participant activity during enrollment, active participation in career services and training, and post exit will be documented in Indiana Career Connect (ICC) per DWD and EmployIndy policy requirements.
- Record case notes, services, educational planning, and placements as required in the appropriate case management system (ICC) with required supporting documentation.
- Develop Individual Employment Plans (IEP) to address participant career, education and financial plans. Staff will use the SMART goal format to make sure the customer's goals are Specific, Measurable, Achievable, Realistic, and Timely.
- Use career exploration tools and assessments to refer participants to high demand occupations.
- Assess customers to determine if supportive services are needed and follow EmployIndy policy on providing appropriate services.
- Recruit Older/Opportunity Youth through age appropriate activities.
- The Service Provider will provide 28 WinWay licenses to be installed on designated computers at the WorkOne Indy physical office. The Service Provider will work with Career Services and the Workshop Committee to develop appropriate training materials for staff use in workshops utilizing WinWay before December 31, 2019. All staff will be trained on the use of WinWay software before January 31, 2020.
- Provide an organizational structure that includes all positions. This plan must be provided to EI for approval prior to January 1, 2020.
- Open/unlock and close/lock the WorkOne Indy office(s). To ensure security of the building(s), the WorkOne Indy Service Provider will be charged a flat fee of \$50 per occurrence when service provider employees engage the alarm system outside of the hours of operation. Service Provider is not responsible for such fee due to EmployIndy, other service provider employees, and/or DWD employees that engage the alarm system.
- Hours of operation including regular business days 8:00 a.m. to 5:00 p.m. as well as other service hours to accommodate schedules of individuals who are not able to receive services during regular business hours. Doors should be unlocked by 7:55am and customers will be allowed to enter for service until 4:30pm (2:30pm on Thursdays). Office and embedded service hours will be determined by EmployIndy. Office hours will not exceed 50 hours per week. Service Provider will observe all Indiana state holidays.
- Coordinate with EI to schedule each career navigator into the community once a week at embedded locations negotiated by the EmployIndy Career Services team. Embedded locations may require services on a weekly or monthly basis. Approximately 12 embedded locations per week will be scheduled. The days and hours that career navigators are embedded in community locations may differ from the WorkOne Indy office.

- Coordinate with EmployIndy Career Services Director and DWD on the functional management of up to 30 assigned state staff including participation in hiring, performance plans, performance reviews, disciplinary actions, and day-to-day work assignments.
- Participate in EmployIndy committee meetings as needed (i.e. Procedures Committee, Policy Committee).
- Provide staff to deliver weekly workshops and learning labs to an estimated 2500 job seekers per quarter and co-chair a monthly workshop and lab committee meeting.
 - Each workshop and lab must have a title with description that is innovative, positive, and inviting to job seekers; printed materials for the job seeker to take with them from each including an information sheet that lists the workshop or lab title, goals and objectives of the session (what the job seeker is supposed to learn and what they should be able to do when they leave), suggested activities, and next steps in language that is user friendly.
 - Maintain a list of current workshops and labs with descriptions for use by staff, EmployIndy, and the workforce ecosystem.
 - Maintain updated workshop and lab calendars in a timeframe that is respectful to customers. Updates and changes will only occur quarterly and be released at least two weeks prior to the quarter change.
 - Collect appropriate and accurate data for entry in a timely manner with state staff available to assist and enter a “service” into ICC for each attendee who has an ICC record.
 - Evaluate workshops and lab outcomes from the perspective of all customers including job seekers, career navigators, EmployIndy Career Services and Business Partnerships, employers, and the Marion County workforce ecosystem. Service provider will collect and analyze evaluations, and provide a written quarterly report.
 - Develop a review schedule so all workshop and lab materials are reviewed and updated at least twice a year. All materials (i.e. PowerPoint, handouts, flyers, etc.) associated with a workshop or lab will reflect the last reviewed date. Schedule is due by March 31, 2020.
 - The Service Provider will co-chair the WorkOne Workshop Committee (WWC). EmployIndy will be responsible for selecting and inviting committee members. The purpose of the WWC will be to review and provide input to curriculum development, workshop titles, and review of customer workshop evaluations.
- Use the Referral Portal to submit a minimum of 30 job ready candidate referrals per quarter to the EmployIndy Business Partnerships team.
 - Referral Portal submissions must be submitted by the last day of each quarter (September 30, December 31, March 31, and June 30) and will be tracked and reviewed.
 - Submit a monthly report by the 10th of the month to the EmployIndy Director of Business Partnerships and the Director of Career Services of the current talent pipeline which includes the number of participants per training program,

completion date, and indicating the number that are “job ready”. Other fields may be added as this report develops.

- The EmployIndy Business Partnerships team may develop a form that could be required to be submitted with each referral into the portal.
- Submit a written monthly report to the Director of Career Services by the 10th of the month for the preceding month. The report shall include:
 - A narrative for the activities for the month that includes funding stream justification, including WIOA Title I and Wagner-Peyser
 - Update on monthly Workshop Committee meeting including list of workshops held at embedded locations outside of the WorkOne Indy office(s), number of attendees, and the location
 - A report or dashboard reflecting the Monthly Staff Performance Expectation results.
 - List of trainings offered to staff during the month. Include training title and description along documentation of either attendance or completion.

QUALITY ASSURANCE

The WorkOne Indy Service Provider shall conduct monthly quality assurance (QA) reviews on participant files to ensure all documentation is clear, concise, and compliant with DWD and EmployIndy policies. The Service Provider is encouraged to design additional QA procedures that require all participant files to be reviewed at various points in the period of participation.

A quality assurance plan, detailing monitoring procedures that will be used to maintain and ensure accurate documentation requirements per federal, state, and local regulations and policies, shall be submitted to the Director Career Services within 30 days of the signed contract.

Attachment B

PLANNED OUTCOMES

Monthly Staff Performance Expectation

This goal is designed to track quality in all service areas that are impacted by staff activities. Monthly points are determined from the Service Provider’s updated dashboard.

	Monthly Points Earned		Monthly Max Points
Minimum Expectation	< 190	Monthly Activity	Points
Tier 1 Service	190 – 225	Community Workshop*	2
Tier 2 Service	226 – 280	Referral Portal Entry	2
Tier 3 Service	> 280	Placements @ => \$14/hr	5
		Placements @ < \$14/hr	3
		Training Program Completed**	3
		Credential Earned (HSE/Cert)	5
		Still employed on day 30 after initial placements	2
		Still employed on day 60	3
		Still employed on day 90	4
		WIOA Completed Application	3
		Unique U-Turn Lounge participant per month	5
		10 active OSY participants	15
		50 active DW participants	30
		300 active AD participants	50

* Community Workshop held in the report month. Must be scheduled through the link on WorkOneIndy.com. Sign-in sheet must be available for review.

**All training completed with an ETPL provider regardless of funding stream (i.e. WIOA, WorkIN, self-pay, student loans, Work Ready Grant). Must be documented in ICC by a case note with credential uploaded in ICC.

Attachment C
PROJECT BUDGET

WIOA Adult	
Category	Budget Amount
Personnel & Fringe	\$359,281.75
Staff Development & Travel	\$8,585.88
Admin/Overhead	\$8,864.62
Indirect	\$55,503.66
Sub-total	\$432,235.91
WIOA Dislocated Worker	
Category	Budget Amount
Personnel & Fringe	\$168,831.47
Staff Development & Travel	\$4,034.62
Admin/Overhead	\$4,165.61
Indirect	\$26,081.94
Sub-total	\$203,113.64
WIOA Youth	
Category	Budget Amount
Personnel & Fringe	\$18,904.55
Staff Development & Travel	\$451.77
Admin/Overhead	\$466.44
Indirect	\$2,920.47
Sub-total	\$22,743.23
TOTAL	\$658,092.78

**Admin/Overhead line item includes insurance, Audit, Other, Telephone/Cell, Postage, Office Supplies, Instructional Supplies, Advertising/Marketing, Printing, and Admin/Overhead*

Attachment D

BILLING PROCEDURES AND ACCRUED EXPENDITURE REPORT

1. Accrued Expenditure Reports (“AER”) will be sent electronically.
2. The AER must be filled out completely.
3. Once submitted, the AER will be electronically sent back to EmployIndy.
4. Any questions regarding the submission of the AERs and this billing procedure can be directed to Quanece Carter at qcarter@employindy.org or 317-713-7618.
5. The AER must be completed by the 6th working day of each month.

Attachment E

APPLICABLE STATUTES AND ASSURANCES

1. Applicable Statutes and Regulations

- (a) PL 113-128 Workforce Innovation and Opportunity Act, July 22, 2014 (“WIOA”);
- (b) 38 USC 4100-4215 (Job Counseling, Training and Placement Services for Veterans);
- (c) 29 USC 201 *et seq.*, Federal Fair Labor Standard Act; and
- (d) Indianapolis Private Industry Council policies and procedures.

2. Assurances

- (a) The Sub-Grantee agrees to comply with the Uniform Conflict of Interest Standards for WDBs issued by the State, which by reference is incorporated herein.
- (b) The Sub-Grantee will not violate the provisions of 18 USC 665, which defines criminal liability for individuals who steal, embezzle, or otherwise misuse funds under the WIOA and agrees to educate all staff members on the requirements of this statutory provision.
- (c) The Sub-Grantee will not expose participants to surroundings or working conditions which are unsanitary, hazardous or dangerous; participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
- (d) The Sub-Grantee assures service providers will be selected in a manner consistent with applicable law and State policy and that documentation supporting the procurement will be kept for review.
- (e) The Sub-Grantee assures that no funds will be used for services described in any modification to the approved local workforce plan unless the workforce development board and chief elected officials adhere to Sec. 108 of the WIOA and all State policies and directives regarding modification of the plan, which policies and directives are hereby incorporated by reference.
- (f) The Sub-Grantee agrees to comply with the provision of veteran’s preference consistent with applicable law and description of preference procedures contained in the local Plan, which policies and directives are hereby incorporated by reference.

- (g) The Sub-Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act prohibits discrimination against individuals in any WIOA Title I – financially assisted program or activity, which includes job training for adults and youth and programs or activities provided by recipients at American Job Centers (one-stop centers). These programs or activities may not refuse to offer or provides services to individuals because of their race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Beneficiaries, applicants, and participants – as defined by the Final Rule – cannot be denied covered services because of their citizenship status, and cannot be denied their rights because of participation in a WIOA Title I – financially assisted program or activity. The rule applies to recipients of WIOA Title I financial assistance and to programs and activities that are operated by American Job Center partners (one-stop partners) as part of the American Job Center system (one-stop delivery system), such as Unemployment Insurance, Temporary Assistance for Needy Families, adult education, Trade Adjustment Assistance, and other others.

Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended, which prohibits discrimination on the basis of race, color and national origin;

The Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008; makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also outlaws discrimination against individuals with disabilities in State and local government services, public accommodations, transportation and telecommunications;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), as amended, which prohibits discrimination of age; and

Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*), as amended, which prohibits discrimination on the basis of sex in educational programs.

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

Attachment F

A DRUG FREE WORKPLACE ASSURANCE

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

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

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract Agreement and/or debarment of contract opportunities with IPIC for up to three (3) years.

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - 1. Abide by the terms of the statement; and,
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying EmployIndy within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2) with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Attachment G

ASSURANCE REGARDING DEBARMENT SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

The Sub-Grantee, a recipient of Federal assistance funds under this agreement, assures that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or EmployIndy. The term “principal” for purposes of this Contract Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on, or substantive control over, the operations of Sub-Grantee.

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

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

1. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Sub-Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL), the State of Indiana or the Indiana Private Industry Council (“IPIC”) may pursue available remedies, including suspension and/or debarment.
2. The Sub-Grantee assures that it will provide immediate written notice to EmployIndy if at any time the Sub-Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
3. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction,” “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
4. The Sub-Grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The Sub-Grantee further agrees by submitting this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” provided by the department or agency

entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, debarment and/or termination of this transaction for cause or default.

Attachment H

ASSURANCE REGARDING LOBBYING FOR GRANTS & COOPERATIVE AGREEMENTS

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

1. By signing and submitting this agreement, the Sub-Grantee is providing the certification as set out below. This assurance is material representation of fact upon which reliance was placed when this transaction was made or entered into.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-Grantee shall complete and submit Standard Form L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The Sub-Grantee shall require that the language of this assurance be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Sub-Grantee states, to the best of his or her knowledge and belief, that: if any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL A Disclosure Form to Report Lobbying, in accordance with its instructions.

Submission of this statement is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each such failure.

Attachment I

WORKFORCE INNOVATION & OPPORTUNITY ACT GRIEVANCE PROCEDURE

Section 181(c) “Grievance Procedures” of the Workforce Innovation and Opportunity Act (“WIOA”) requires that:

“Each State and local area receiving an allotment or allocation under this title shall establish and maintain a procedure for grievances or complaints alleging violations of the requirements of this title from participants and other interested or affected parties. Such procedure shall include an opportunity for a hearing and be completed within 60 days after the filing of the grievance or complaint.”

Below is a copy of the current procedures for grievances and complaints that has been established at the local level:

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

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

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

GENERAL COMPLAINT

I. Step One: Informal Resolution

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

Manager, Grants & Contracts
EmployIndy
115 W. Washington Street, Suite 450S

Indianapolis, IN 46204

1. All complaints must be filed in writing.
 2. The complaint may be delivered to the Manager, Grants & Contracts in person or by certified mail.
 3. Written complaints must state the facts of the case, the names of those involved and must be dated and signed by the Complainant. The failure to provide the required information will result in the complaint not being further processed until such time as all information has been provided. The Manager, Grants & Contracts will advise the Complainant if required information is missing from the complaint.
 4. Forms and needed assistance can be obtained from the Manager, Grants & Contracts.
- C. Within ten (10) days of receipt of the written complaint by the Manager, Grants & Contracts the complaint will be investigated and informal resolution discussed.
1. The Manager, Grants & Contracts will speak with both the Complainant and Respondent and suggest possible solutions to the complaint.
 2. If a solution is reached at this step of the Procedure, the Complainant and the Respondent will be required to sign a written statement setting forth the terms of the settlement. The complaint will then be closed.
 3. If a solution is not reached, the Complainant will be informed in writing of his/her right to a hearing, the procedure for requesting such a hearing and the procedural rights regarding the hearing process.
- D. The ten (10) day time limit set forth above, as well as any other time limit contained herein, may be extended by mutual contract of the parties. Such extensions shall be in writing and shall be signed by both the Complainant and Respondent.

II. Step Two: Hearing

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

Manager, Grants & Contracts
EmployIndy
115 W. Washington Street, Suite 450S
Indianapolis, IN 46204

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

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

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

III. Step Three: Appeal

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

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

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

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

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

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

or to the:

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

IV. Miscellaneous

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

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

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

Attachment J

DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is entered into by and among Indianapolis Private Industry Council, Inc. dba EmployIndy (“EmployIndy”) and **Eckerd Connects** (“Contractor”) (each a “Party,” and together the “Parties”).

WHEREAS, EmployIndy wishes to integrate client-level data from the Contractor and report summarized, de-identified results to the Funding Agency; and

WHEREAS, the Parties wish to facilitate the collection, linking, de-duplication, and analysis of participants’ personal data (“Data”).

NOW THEREFORE, for good and valuable consideration, pursuant to the terms and conditions set forth in this Agreement, the parties agree as follows:

1. Purpose and Scope. This Agreement shall establish and formalize the way in which the Parties share information to accomplish the goals of the Program effectively, efficiently, and in compliance with applicable law. Contractor shall provide Data collected to EmployIndy to identify, report and evaluate the critical combination of services that result in improved outcomes for participants served by the Grant on a go forward basis.

EmployIndy shall use Data collected by Contractor for the following purposes:

- a. To produce unduplicated counts of those served by the Program to the Funding Agency;
 - b. To evaluate the effectiveness of Contractor fulfilling the Grant;
 - c. To determine the critical combination of services that produce transformational outcomes; and
 - d. To report the results of EmployIndy’s analysis to the Funding Agency.
- 2. Term.** This Agreement shall be effective from November 1, 2019 until June 30, 2020.

3. Data Sharing. Contractor shall share Shared Data with EmployIndy by providing direct system access to the location where data is housed. Data shared by this Agreement (“Shared Data”) shall include:

- a. Participants’ personal data which is comprised of information that can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
- b. Any data elements requested by EmployIndy, including but not limited to:

- i. Intake information collected from participants (*e.g.*, name, address, and date of birth);
- ii. Program information (*e.g.*, program name, location, length, type, and dates);
- iii. Participation information (*e.g.*, services received, attendance dates, and length of time participating); and
- iv. Program results (*e.g.*, performance results, job placement status, and follow up results).

4. Maintenance of Data Systems. Each Party shall be responsible for maintaining the functionality, availability, and security of its respective data management systems to facilitate the protection and security of the Data and the participation in and achievement of the purposes of this Agreement. Contractor shall be responsible for maintaining the functionality, availability, and security of its respective data management systems to facilitate the protection and security of the Data.

5. Confidentiality and Protection of the Shared Data. The Parties understand that the Shared Data may contain confidential or otherwise protected information. Therefore, the Parties hereby acknowledge and assure that:

- a. The Parties shall use the Shared Data in compliance with applicable laws and solely for their respective business purposes in promoting the welfare of the Parties, and shall not transfer, sell, assign, convey or disclose the Shared Data to any third party unless required by law. Contractor shall be responsible for using the Shared Data in compliance with applicable laws and solely for its business purposes and shall not transfer, sell, assign, convey or disclose the Shared Data to any third party unless required by law.
- b. Shared Data gathered by or disclosed pursuant to this Agreement shall not be disclosed to or discussed with any third party without the prior written consent of the party owning the data in compliance with this Agreement and all applicable laws; provided, however, that that EmployIndy shall be permitted to share the summarized Shared Data with the Funding Agency;
- c. Contractor agrees to allow EmployIndy access to data collected and stored about the participants it serves (“Institutional Data”) on Contractor’s system;
- d. Employees, agents, and consultants of the Parties shall also comply with all confidentiality and protection obligations in the use, storage and maintenance of the data; and
- e. Data that would directly or indirectly identify individual clients shall not be published or disclosed but such data may be presented in the aggregate.

6. Security.

- a. EmployIndy and Contractor have secure procedures, networks, and systems to ensure that all the Shared Data obtained, processed, and/or transmitted is stored in a secure facility that prevents further disclosure of Data, including the interception, diversion, duplication, or other unauthorized access.
- b. EmployIndy shall not be responsible for ensuring the internal or network security of Contractor's data systems or for any data breach occurring prior to the transfer of the Shared Data to EmployIndy's data system.
- c. Work involving access to confidential data may not be subcontracted or otherwise transferred, unless otherwise specified in this Agreement.
- d. Access to the Shared Data must be limited to employees of EmployIndy and Contractor who are directly responsible for the data-sharing functions covered under this Agreement.
- e. In the event either Party becomes aware that any of the Shared Data has been compromised or is reasonably likely to have been compromised, such as through exposure or unauthorized access to that Shared Data (the "Breach"), such Party or shall promptly, and in any event no later than twenty-four (24) hours after the Party becomes aware of the incident, notify the other Party of the Breach. Except as otherwise required by law, the Parties shall have the right to determine whether and how notice shall be provided to the relevant data subjects, so long as in compliance with applicable laws.
- f. Any and all data provided becomes property of EmployIndy for warehousing and sharing with Management Performance Hub (MPH).

7. Notification. Whenever any notice, statement or other communication shall be sent to EmployIndy or Contractor, it shall be in accordance with provision 29, "Notices," in the Contract. Each Party shall be required to immediately notify the other Party upon:

- a. Discovering a Breach or any disclosure of the Shared Data not authorized by this Agreement; and/or
- b. Receipt of any legal, investigatory, or other demand for access to the Shared Data.

All requirements regarding protection of the Shared Data and notification shall survive the termination of this Agreement.

8. Amendments. This Agreement may be amended with the prior written consent of the Parties.

9. Compliance with Laws. The Parties agree to apply with all federal, state and local laws, rules, regulations, or ordinances as applicable to this Agreement.

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

11. Indemnification: Contractor agrees to indemnify, defend, and hold harmless EmployIndy and its directors, officers, employees and agents from any and all losses, damages, claims, liabilities, costs, expenses, settlements and suits, including court costs, attorneys' fees, and other expenses as a result of or arising from: (i) a breach by the Contractor, including, but not limited to, its officers, directors, employees, agents, or subcontractors, of its obligations under this Agreement and/or arising from the acts or omissions of Contractor in performing its obligations under this Agreement; and (ii) any breach of any one or more of Contractor's representations, warranties, covenants, or agreements contained in this Agreement. EmployIndy shall have the right to participate at its own expense in any defense or settlement of any such claim at its discretion and with counsel of its choosing. EmployIndy shall not provide such indemnification to the Contractor. If Contractor is a department, division or agency of the state, the above indemnification provision is inapplicable.

12. Termination. Any Party may terminate this Agreement by providing written notice following the procedures outlined in the Grant.

13. Renewal. This Agreement may be renewed with the written consent of both parties.

14. Capitalized Terms. Capitalized terms not defined in this Agreement shall have the meanings assigned to them in the Contract.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Eckerd Connects

EmployIndy

BY *Randall Luecke*

BY *Angela Carr Klitzsch*

Randall Luecke, Chief Financial
Officer

Angela Carr Klitzsch, President &
CEO

DATE Nov 13, 2019

DATE Nov 13, 2019