



**Capital Workforce Partners
Workforce Innovation and Opportunity Act (WIOA) Plan**

DRAFT



Serving 37 Towns and Cities in North Central Connecticut

**Capital Workforce Partners 2020-24
Workforce Innovation and Opportunity Act Plan
October 2020**

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Capital Workforce Partners WIOA Plan

Overview

The WIOA Plan document has been completed in alignment with the requirements as outlined by the Connecticut Department of Labor (CT DOL) state guidelines. This plan lays out the operating framework from which Capital Workforce Partners (CWP) will implement its strategies. There are six key sections of the WIOA plan comprise:

- Organizational Structure
- Environmental Scan
- Local Workforce Development Board Vision, Goals and Strategies
- Coordination of Services
- Description of Program Services
- Response to COVID-19

I Organizational Structure

A. Chief Elected Official(s) (CEOs)

1. **Identify the chief elected official(s) by name, title, mailing address, phone number and email address.**
See Attachment I – Chief Elected Officials
2. **If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the agreement that has been executed to define how the parties will carry out the roles and responsibilities of the CEO.**

See Attachment II – Intergovernmental Consortium Agreement

3. **If applicable, attach a copy of the agreement executed between the CEO (s) and the LWDB.**

See Attachment III – MOU between Chief Elected Officials and CWP.

4. **Describe the following:**

- i. The nomination process used by the CEO to elect the local board chair and members
The Consortium shall solicit nominations and make appointments of members to the Corporation's Board of Directors in accordance with federal and state statutory criteria, the Intergovernmental Consortium Agreement and the Memorandum of Understanding between the Consortium and the Corporation.

The Governance Committee of the Board of Directors shall, along with general purpose business organizations located in the local workforce investment area, forward the names of prospective board members for nomination and appointment to the Board of Directors by the Consortium.

- ii. The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year;
Members of the Board of Directors have previously been elected to one, two and three year terms in order to stagger the terms of Directors. At each subsequent annual meeting, members of the Board of Directors who have been previously appointed by the Consortium shall commence to serve a three year term, and can be re- appointed for multiple terms thereafter with no term limits. Directors shall continue in office until such time as their respective successors have been duly appointed.
- iii. The process to notify the CEO of a board member vacancy to ensure a prompt nominee;
A director may resign at any time by giving written notice to CWP. The resignation shall take effect at the time specified in the notice, and, unless otherwise specified in the notice, acceptance of the resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Director's membership before the expiration of a Director's term, including a vacancy resulting from an increase in the number of directorships, shall be filled in the same manner as the original appointment to membership on the Corporation's Board of Directors. Any Director so appointed shall serve for the remainder of the unexpired term. At the expiration of the unexpired term, if duly appointed by the Consortium to the Board of

Directors, the Director may be appointed to serve a three-year term regardless of the unexpired term which the newly-elected director filled.

- iv. The proxy and alternative designee process that will be used when a board member is unable to attend a meeting and assigns a designee as per the requirements at §679.110(d)(4) of the proposed WIOA regulations;
In the event that a Director is unable to attend or participate in a meeting of the Board of Directors, such Director may temporarily appoint another person who holds a leadership and/or decision making position in the entity which the Director represents to attend such meeting. Such designee shall not be counted for the purpose of determining the presence of a quorum at the meeting and shall not be entitled to vote but may otherwise participate in the meeting.
- v. The use of technology, such as phone and Web-based meetings, that will be used to promote board member participation;
 - Multiple medium are used to promote interaction and board member participation. These are identified below, and are implemented as needed:
 - Face-to-face meetings
 - Board and Committee materials e-mailed to members in accordance with the by-laws.
 - A website link is sent to Board members which houses the Board meeting materials.
 - Conference calls are used in addition to face-to-face meetings.
 - Digital device use, e.g., ipads, phones, to follow meeting.
- vi. The process to ensure board members actively participate in convening the workforce development system’s stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and leveraging support for workforce development activities.
The goal of all Board of Directors members is to encourage the firms and organizations they represent to make meaningful contributions to the mission and goals of the Corporation. Contributions include, but are not limited to, labor, financial or physical resources, advisory or technical assistance and other related in-kind assistance as deemed appropriate and necessary. It is also the goal of all Board members to promote the benefits of diversity in the workplace in all aspects of their active participation as a member of the Board of Directors.
- vii. Any other conditions governing appointments or membership on the local board.
All conditions are described above.

5. Provide a description of how the CEO was involved in the development, review and approval of the plan.

The Consortium of Elected Officials have been involved in multiple accretive steps in the development of the plan. They have kept abreast of WIOA Plan activities through a quarterly update at the Consortium of Elected Officials meetings, and have been involved in the development of the WIOA plan through regular accretive steps.

B. Local Workforce Development Board (LWDB)

- 1. **Provide a matrix identifying LWDB members including the category each member represents.**
See Attachment IV – Board of Directors
- 2. **Provide a description of how the LWDB was involved in the development, review, and approval of the plan.**
CWP’s Board of Directors played a significant and critical role in the development, review, and approval of the plan. In order to gain a context and provide meaningful feedback, CWP committed to the following activities to gain Board of Directors input:

Date	Activity
7/20/20	Review Goals, Strategies, and COVID-19 Response with Leadership Team
8/5/20	Meeting with senior team to finalize plan
8/10/20	Public notice sent– plan posted on website
8/12/20	Public notice published - Comment period begins
8/26/20	Public comment period ends

9/9/20	Plan sent to Consortium of Elected Officials
TBD	Board of Directors Meeting
9/16/20	Consortium of Elected Officials sign off
10/1/20	Submit Local WIOA Plan update to DOL

3. **Provide an organizational chart for the LWDB and administrative support.**

See Attachment V – Capital Workforce Partners’ Organization Chart

C. Local Administrative Entity and Grant Sub Recipient

1. **Identify the administrative entity.**

The administrative entity is Capital Workforce Partners, Inc.

2. **Identify the entity selected to receive and disburse grant funds (local fiscal agent).**

The local fiscal agent is Capital Workforce Partners, Inc.

D. One-Stop System

1. **General System Description**

• **Provide a description of the local one-stop system, including the number, type and location of full-service and other service delivery points.**

The local One-Stop Career Centers are designed to provide a full range of assistance to job seekers and employers. The centers offer training referrals, career counseling, job listings, and other employment-related services. Customers can visit a center in person or connect via the Call Center.

There are six One-Stop Centers in the North Central Region with an additional satellite site at the Hartford Public Library. The locations are:

- **Hartford:** 3580 Main Street, Hartford, CT 06120
Comprehensive Center: full co-location with CT DOL, immediate on-site access to DOL programs including Wagner-Peyser, Veterans, Trade Act, and Unemployment Insurance assistance. Scheduled access to vocational rehabilitation services provided by the Bureau of Rehabilitation and the Board of Education and Services for the Blind with onsite staff scheduled on a weekly basis in Hartford and in Enfield. WIOA Title I services offered through scheduled staff hours at Hartford Adult Education Center.
- **Manchester:** 893 Main Street, Manchester, CT 06040
Affiliate Center: remote and/or scheduled on-site access to DOL programs through part-time CT DOL staff support; co-located with local Adult Education.
- **Enfield:** at Asnuntuck Community College, 170 Elm St, Enfield, CT 06082
Affiliate Center: remote and/or scheduled on-site access to DOL programs through part-time CT DOL staff support; co-located with Department of Rehabilitation Services.
- **New Britain:** 270 Lafayette Street, New Britain, CT 06053
Affiliate Center: remote and/or scheduled on-site access to DOL programs through part-time CT DOL staff support.
- **East Hartford:** at Goodwin University, 417 Main St., East Hartford, CT 06118
Affiliate Center
- **Bristol:** Tunxis Community College, 430 North Main St, Bristol, CT 06010
Affiliate Center
- **Hartford Downtown Satellite:** *AJC@HPL* Hartford Public Library, 500 Main Street, Hartford, CT 06103
Satellite: Self-directed and online services, extended hours, on-site access to WIOA Adult and Dislocated Worker career services. Co-located with local Adult Education programs.

• **Identify the entity or entities selected to operate the local one-stop center(s).**

Educational Data Systems, Inc. (EDSI) was selected as the contractor to delivery services in the local One-Stop centers, with oversight by the CWP One-Stop Services Committee. Career Resources, Inc. was selected as the One Stop Operator.

- **Identify the entity or entities selected to provide career services within the local one-stop system.**

EDSI provides career services within the local One-Stop system. Services include assessment, career planning and counseling, case management, and facilitation of the Individual Training Account scholarship process. As well as facilitation of online job search and skill training, job placement and job development, and business services.

EDSI is a national workforce development, talent solutions and consulting company. EDSI works with regions, employers and jobseekers to overcome their most challenging obstacles. It was founded in 1979 and is headquartered in Dearborn, Michigan.

- **Identify and describe what career services will be provided by the selected one-stop operator and what career services, if any, will be contracted out to service providers.**

All career services are contracted out to EDSI.

- **Describe the roles and resource contributions of one-stop partners.**

The local One-Stop Career Centers are designed to provide a full range of assistance to job seekers and employers. The centers offer training referrals, career counseling, job listings, and other employment-related services. Customers can visit a center in person or connect to the center's information through the Call Center.

The system includes a business services unit (BSU) which provides business services support to directly serve the workforce development and business needs of the North Central CT business community. The BSU provides job development and places enrolled job seeker customers into full-time, unsubsidized jobs through the provision of job placement services heavily informed by employer relationships and business development efforts.

The partner roles and contributions are:

- CWP provides career services, training and business services at all six One-Stop centers and at the library satellite, and contributes technical support and financial resources to the facilities occupied and utilized by staff delivering WIOA Title I services.
- CT Department of Labor provides career services, training and business services at the comprehensive center, and contributes technical support and financial resources to the facilities occupied and utilized by staff delivering Wagner-Peyser, Trade Act, Veterans, UI and other DOL services.
- CT Department of Aging and Disability Services (ADS) provides career services and training to job-seekers with disabilities through referral and the Integrated Resource Team process. ADS staff occupy the Hartford and Enfield One-Stop facilities one day each week.
- CT State Department of Education (CSDE) provides adult literacy services through contracts with Title II service providers. CSDE contributes financial resources to support adult literacy assessments for job-seekers, and costs associated with the One-Stop Adult Education position who connects local adult education providers with the one-stop system. The local Manchester Adult Education program contributes financial resources to the facility occupied by its staff and students in the Manchester One-Stop Satellite.
- The CT Department of Social Services (DSS) partners with the one-stop system through the Jobs First Employment Services (JFES) program for Temporary Assistance for Needy Families (TANF) recipients. The JFES program contributes technical support and financial resources to the facilities occupied and utilized by staff delivering JFES services. CWP and CT DSS will explore opportunities to coordinate services beyond TANF at the One-Stop sites.

- **Provide copies of executed Memoranda of Understanding and Infrastructure Funding Agreements See Attachment VI**

- **Identify any non-required partners included in the local one-stop delivery system and respective contributions.**

CWP works with several partner organizations beyond those required within WIOA in order to create an integrated and comprehensive approach to the workforce development system. These partners include the four community colleges in the region, the Community Action Agency and the Department of Corrections.

2. Customer Access

- **Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.**

CWP is strongly committed to serving job-seekers who are under-represented or under-utilized in the workforce, including individuals with disabilities, ex-offenders, and long-term unemployed individuals. Principles of integrated service delivery are outlined in the MOUs with the core partners: CWP, CTDOL, CSDE and ADS. Integrated service delivery to business customers is implemented through the regional Business Services Team, with its cross-trained staff and shared guiding principles, policies and procedures.

- **Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners, will comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities.**
 - CWP employs a Disability Resource Coordinator (DRC) who has lead responsibility for facilitating disability awareness training, ensuring that policies and procedures do not impede access to services for individuals with disabilities.
 - CWP coordinates with CTDOL to conduct an annual review of facilities as well as policies and procedures to ensure accessibility and compliance with Americans with Disabilities Act.
 - CWP coordinated with the Bureau of Education and Services for the Blind, within ADS, for technical assistance to ensure that its website meets accessibility standards.
 - The DRC secures outside experts to provide staff training as well as providing some training herself.
 - One-Stop centers in the region are equipped with adaptive technology, including:
 - For individuals with physical restrictions: adjustable workstations
 - For individuals with visual impairments: large screen monitor with Job Access With Speech (JAWS) software and customized keyboards
 - For individuals with hearing impairments: a microphone with amplifier for use in workshops, an Ubi-Duo personal communication device, and an ongoing contract with the Bureau of Rehabilitative Services for ASL interpretation services.
- **Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, through the use of technology and through other means.**

There are several technologies available to job-seekers and employers who need to access services remotely. These include:

- A variety of online learning job search and training programs available through the internet.
- CTHires, the state's online workforce system, is available for online job search, free online training through ALISON, and candidate search for employers.
- An online learning menu that includes Career Base and Career Edge - professional development and soft skills curriculum and technology, simulation training videos, job search strategies, Metrix training, and computer literacy training

In addition to remote access through online platforms, the One-Stop Adult Education Liaison travels to several adult education centers to provide career services to students on-site. The satellite at the Hartford Public Library was established to expand access through extended evening and weekend hours. The location was selected based on its familiarity and proximity to a number of homeless shelters and halfway houses to encourage individuals with employment barriers to use One-Stop services.

SkillUp CT is offered through Connecticut's five regional workforce development boards using Metrix Learning and 180 Skills as an online learning management system that helps job seekers.

3. Integration of Services

- **Describe how one-stop career centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by one-stop career center partners.**

CTHires is CT DOL's new hub for job development, training and other career services, implemented in December 2015. Jobseekers and employers, both new and continuing, can use this system. In addition, it is the state's

data collection and reporting system, and is designed to enable WDBs to extract data to monitor ongoing performance. It will track the following programs: Wagner Peyser, Trade Act, and WIOA. Technology restrictions do not currently allow the ability to conduct universal intake with vocational rehabilitation and adult education. CWP strongly encourages the State to prioritize implementation of an integrated technology platform across all of the core programs to improve coordination and create a much more customer-friendly system.

4. Competitive Selection of One Stop Operator

Describe the steps taken or to be taken to ensure a competitive process for selection of the one-stop operator(s). Provide the name of the operator selected and contact info.

CWP conducted a competitive procurement, beginning with the issuance of a Request for Statement of Qualifications (RSQ) on April 28, 2017. There was one respondent, Career Resources, Inc. (CRI) The submission was deemed responsive, and was accepted by the One-Stop Services Committee, and CRI was selected as the One-Stop Operator by the CWP Board on June 16, 2017. A contract was awarded to CRI for July 1, 2017 through June 30, 2018; the contract may be renewed annually for two additional years, contingent upon satisfactory performance.

5. System Improvement

Describe the steps the LWDB will take to ensure continuous improvement of the area's one-stop system.

The One-Stop Committee closely monitors the operations and performance of the system, and identifies areas in need of improvement, such as factors that delay enrollment in WIOA adult or dislocated worker services. CWP is committed to improving its One-Stop system on an on-going basis through staff development, the creation of new techniques and strategies to serve a diverse range of job seekers, and the innovative use of technology to improve and expand services to job seekers, and businesses and to manage program delivery and design. A One-Stop partners meeting convenes on a quarterly basis. The Objectives of this meeting are as follows:

- To know each other and the services available through each system.
- To be an active advisory group to the AJC's service delivery system.
- To insure our customers in the AJC receive exceptional and comprehensive services.
- To ensure all partners have a clear understanding of the AJC and the services offered.

II. Environmental Scan

- 1. Provide an analysis of the local area's economic conditions, including information on existing and emerging in-demand industry sectors and occupations.**
- 2. Provide an analysis of the employment needs of employers in those industry sectors and occupations.**

CWP has focused on several critical industry sectors to provide employment and training services to assure that businesses in the region get quality workers with the career and occupational competencies employers need. It works closely with employers to identify areas of job growth opportunities, skills needed for those jobs, and related training support programs. It uses this knowledge, along with labor market information and local employment to define its targeted sector approach, which is focused on healthcare, advanced manufacturing and construction/energy. It has also developed a targeted focus on IT occupations, and collaborates with the state on a regional focus for its apprenticeship program.

The COVID pandemic has forced CWP to reevaluate its approach in this economic environment and workforce delivery. It has also resulted in an unprecedented number of dislocated workers. This pandemic has seen more separations within the lower wage, lower educated workgroups.

Skills Gap

Despite the pandemic, there continues to be a skills gap. Through its strategic planning process, CWP has sharpened its focus on middle skill jobs and closing the skills gap. The skills gaps refers to employers not finding individuals with the skills they need. This focus is incorporated into its environmental scan.

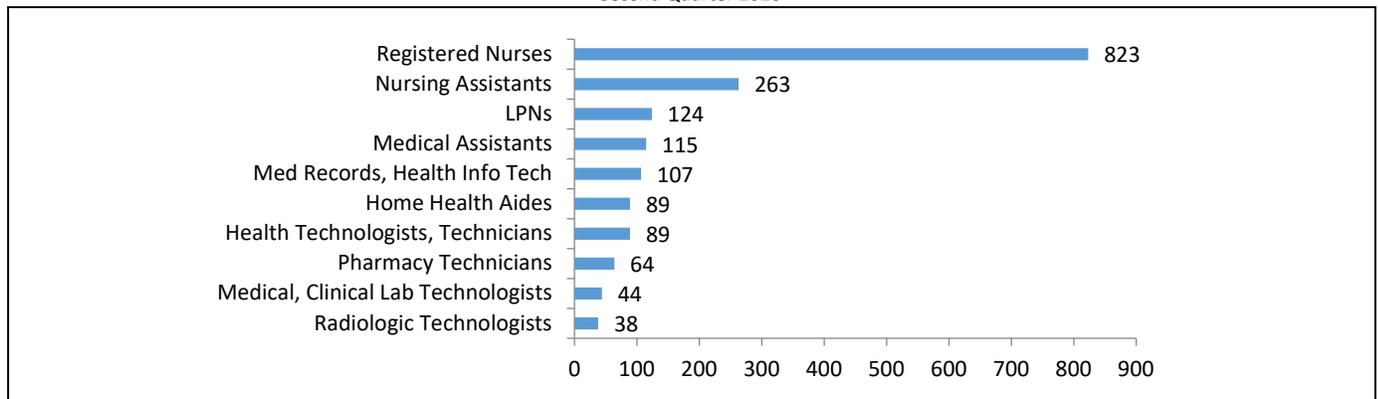
Healthcare

The Healthcare industry was hard hit by the pandemic resulting in high levels of dislocated workers due to the closing of doctors and dentists offices along with a slowdown in elective surgeries. It is expected that many of these workers will be, and are being, rehired as the economy begins to open back up.

Despite the high numbers of dislocated workers, the demand for healthcare workers continues as demonstrated in the table below. The highest number of postings is for Registered Nurses at 823. CWP's work with Healthcare employers indicates a strong need for Nursing Assistants as is also indicated in the Postings data in the table below at 263. In addition, new skill sets have surfaced during the pandemic. There is a need for trained Sterilization Technicians and Community Health workers.

Healthcare Postings – Middle Skill Focused Occupations - Hartford County

Second Quarter 2020



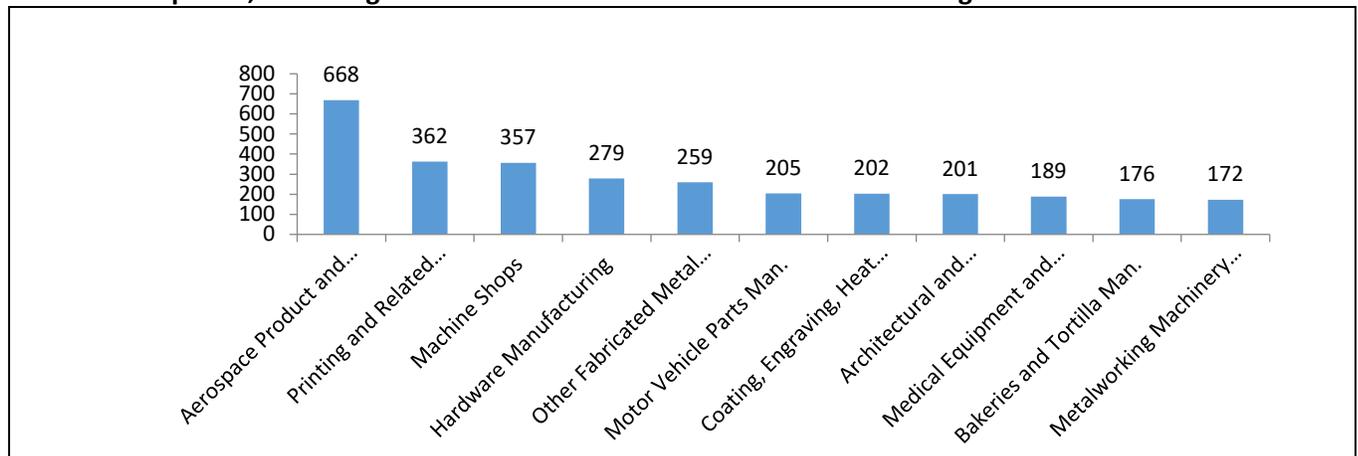
Source: Burning Glass

Manufacturing

The Manufacturing sector has also been hard hit during the coronavirus pandemic. This is especially true in the Aerospace industry where demand for aircraft-related components has fallen. This has caused a ripple effect through to the supply chain and those businesses that support specific manufacturing components. There have been significant layoffs and furloughs (almost 9,000 processed initial claims from March 15 to June 21). The turnaround for this industry is going to take time the economy, and air travel in particular, picks up.

Manufacturing Sector Continued Claims

Week of April 26, 2020 - highest week for continued claims in manufacturing for North Central Connecticut

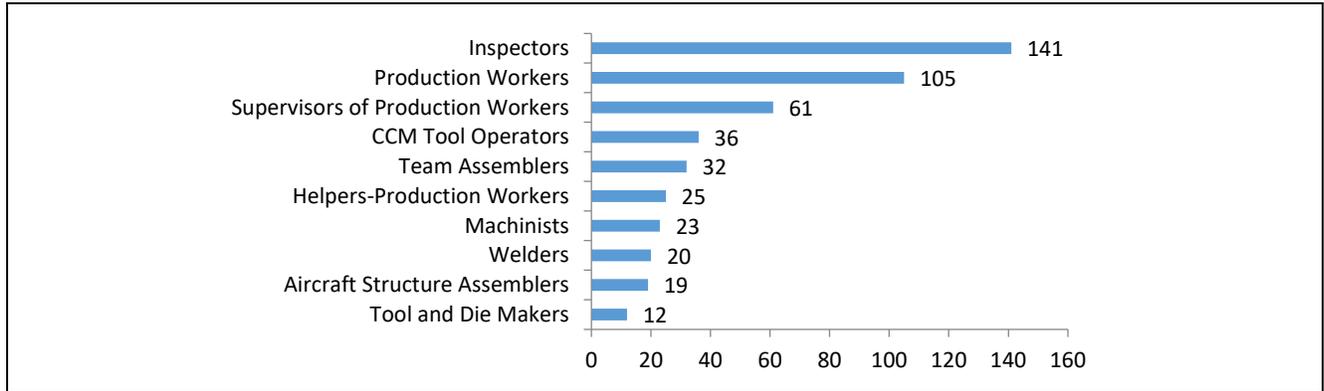


Source: CT DOL

There are industries outside Aerospace who are looking for workers. Specific occupations include Material Sanitizers, Assembly Workers, Machinists, Set Up Technicians, and some non-production occupations such as Credit and Collections, Field Service, and Sales. The table below demonstrates a continued demand for specific occupations, e.g., Inspectors (141), Production Workers (105).

Manufacturing Postings – Middle Skill Focused Occupations - Hartford County

Second Quarter 2020



Source: Burning Glass

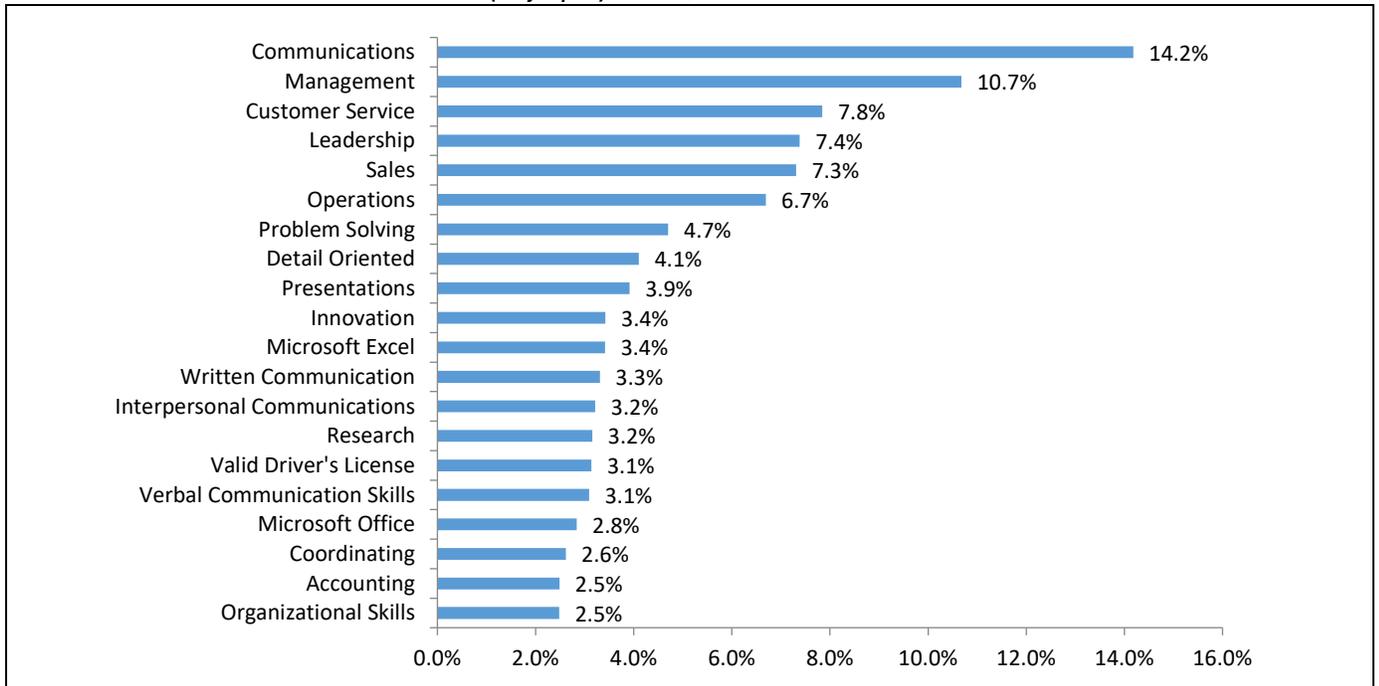
3. Provide an analysis of the knowledge and skills needed to meet the employment needs of employers in the region, including employment needs in in-demand industry sectors and occupations.

Employer Skills Demand

The chart below identifies the skills most in demand according to jobs advertised in Hartford County in the second quarter of 2020. Of the top 20 skills, Communications skill are at the top of the list in terms of hard and soft skills. Hard skills are largely focused on computer-related skills.

Hard and Soft Skills in Demand

(% of Top 20) Second Quarter 2020



Source: Emsi

Education and Training Requirements

A significant and growing number of Connecticut jobs require post-secondary education as an entry-level criterion. Jobs with high wages, health benefits and advancement opportunity will be out of reach for workers lacking requisite reading, math and English proficiency needed at that postsecondary level.

The Bureau of Labor Statistics (BLS) assigns each occupation a typical education requirement, based on the education needed to enter the occupation. Particular jobs may have different requirements, but in most cases these will be at or above the typical requirement for the occupation. Some occupations require related work experience. Additional on-the-job training, apprenticeship or internship may be required to become proficient in the occupation.

4. Provide an analysis of the workforce in the region, including current labor force employment and unemployment data, information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment.

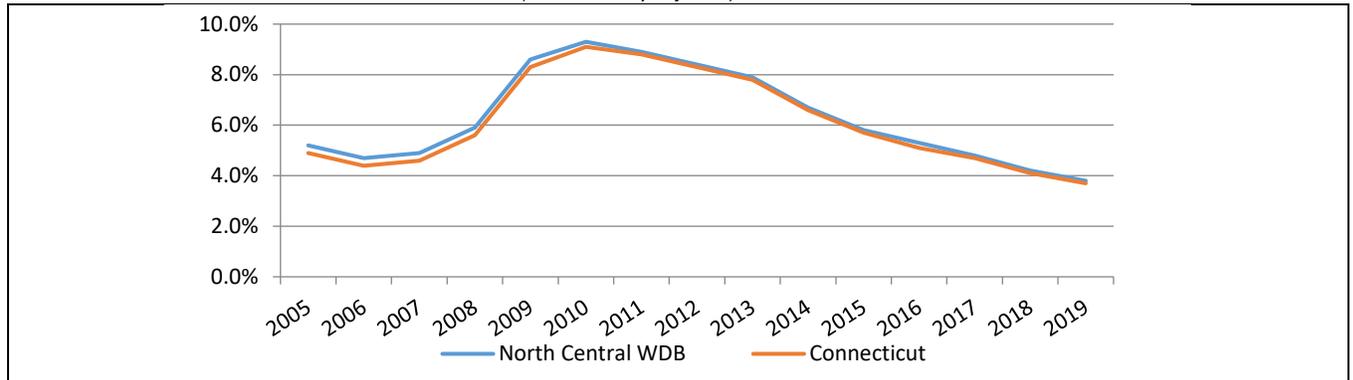
Economic Environment

Connecticut has been hit hard by the coronavirus pandemic. It has lost 172,700 jobs over the past year (June 2019 to June 2020). Prior to the pandemic it had been struggling to replace all the jobs lost from the Great Recession. Its jobs recovery rate - the percentage of jobs gained back from the lowest point during the recession - was 86.8% as of February, 2020 (pre-pandemic) compared to a U.S. recovery rate of 262.3%. The Hartford Labor Market Area (LMA) has fared better than the state with a jobs recovery rate of 167.7%.

The unemployment rates had been gradually fallen since the Great Recession to 3.8% for the North Central WDB region and 3.7% for Connecticut. However, recent data, June 2020, shows the unemployment rate has increased to 10.0% in Connecticut and 10.1% in the North Central WDB region (not seasonally adjusted) during the pandemic environment.

Unemployment Rate - Annual Average - 2005-2019

(not seasonally adjusted)

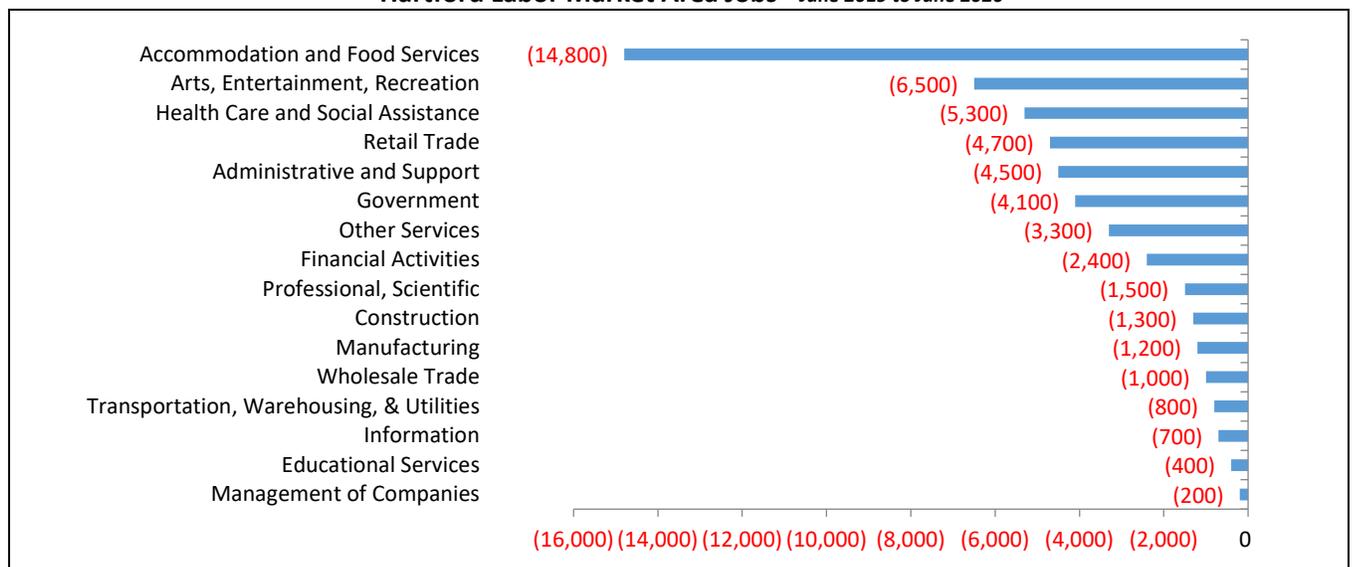


Source: CT Department of Labor

Hartford Labor Market Area Jobs

Below is the change in the Hartford Labor Market Area jobs from June 2019 to June 2020. Accommodation and Food Services was the hardest hit with a loss of 14,800 jobs. The unemployment rate increased to 9.8% in June from 9.4% in Connecticut in May; however, CT DOL estimates the unemployment rate to be in the 16% - 17% range. The US rate decreased to 11.1% in June from 13.3% in May.

Hartford Labor Market Area Jobs - June 2019 to June 2020



Source: CT DOL

Regional Labor Force

The North Central WIOA Region's labor force was 545,281 as of 2017. At 28.4%, the North Central WIOA region accounts for almost 30% percent of the state's workforce, and also accounts for almost 30% of its unemployed

individuals. The North Central WIOA Region labor force has grown by almost 10,000, or almost 2%, from the previous plan period.

Labor Force Dynamics

June 2020

	North Central WDB Region	Connecticut	NC WDB Region as a Percentage of CT
Labor Force	543,400	1,887,900	28.8%
Number Employed	488,800	1,699,400	28.8%
Number Unemployed	54,600	188,500	29.0%
Unemployment Rate	10.1%	10.0%	NA

Source: CT Department of Labor

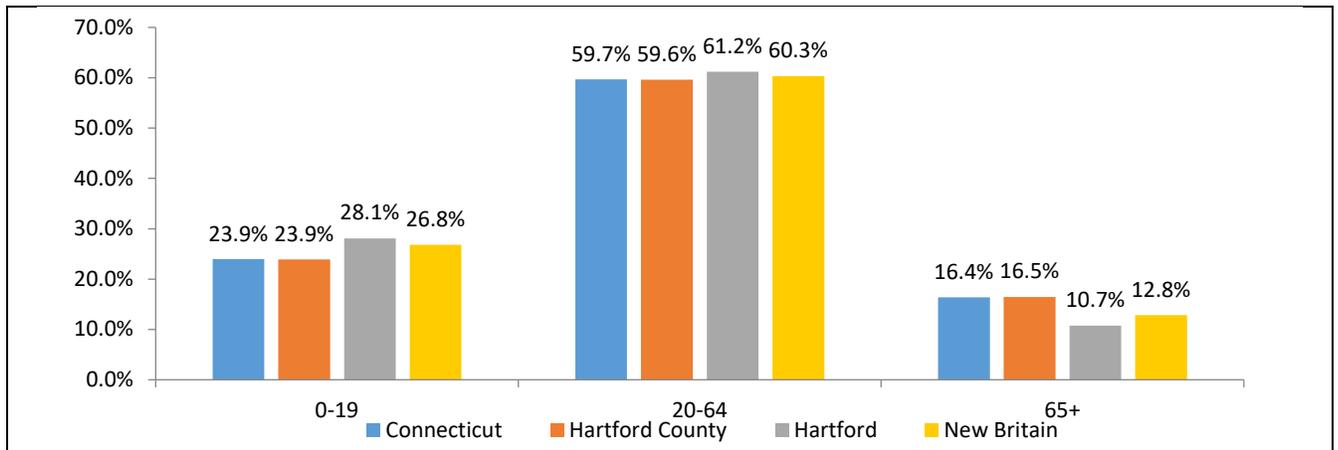
Workforce Demographics

Population

Hartford County's total population as of July 2019 was 891,720. This represents 25% of Connecticut's total population of 3,565,287. At 4.0%, the population growth for Hartford County is almost a full percentage point lower than Connecticut's population growth of 4.7%.

Age Distribution – 2018

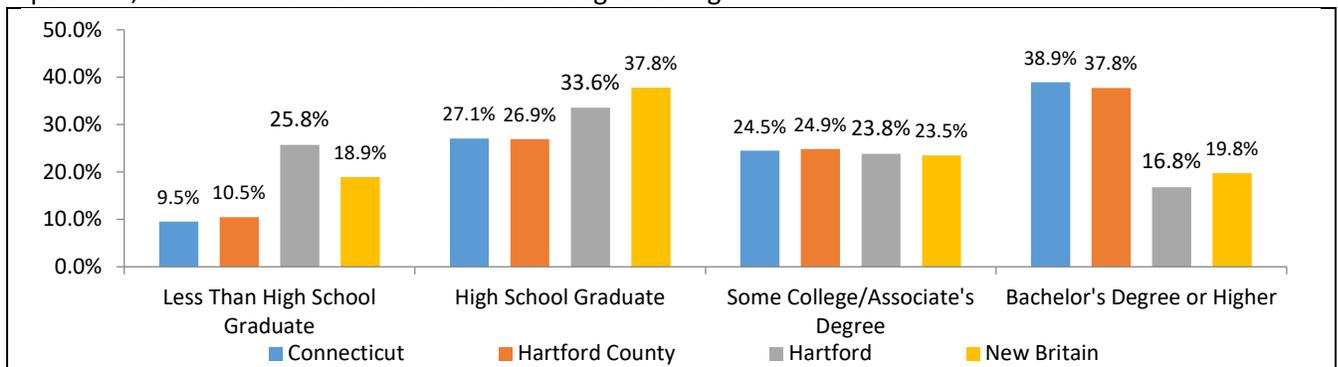
Hartford County's age distribution is in line with the state, with almost 60% of the population ages 20 to 64. Almost 24% is ages 0 to 19 and approximately 16.5% are ages 65+. In the cities of Hartford and New Britain, the populations are younger than the state and county. The median age in Connecticut 40.8 years which is higher than the nation's 37.9 years. Hartford County is in line with the state at 40.4 years, while Hartford County's largest cities of Hartford and New Britain have a median age of 31.5 and 33.9 years, respectively.



Source: US Census Bureau

Educational Attainment – 2018 (aged 25+)

Hartford County is in line with the state in terms of educational attainment; however, some of its larger cities are showing a larger percentage of individuals with less than a high school diploma, and, on the other end of the spectrum, fewer individuals with a Bachelor's degree or higher.



Source: US Census Bureau

Processed Claims – North Central Region

Processed Initial Claims

The COVID pandemic has brought about an unprecedented number of employment separations. Total processed initial claims in the North Central Region of Connecticut were over 2,900 the week of June 21, (the last week of complete data). The highest processed initial claims by industry for the week of June 21 was, again, Transportation and Warehousing at almost 380, followed by Manufacturing at over 310.

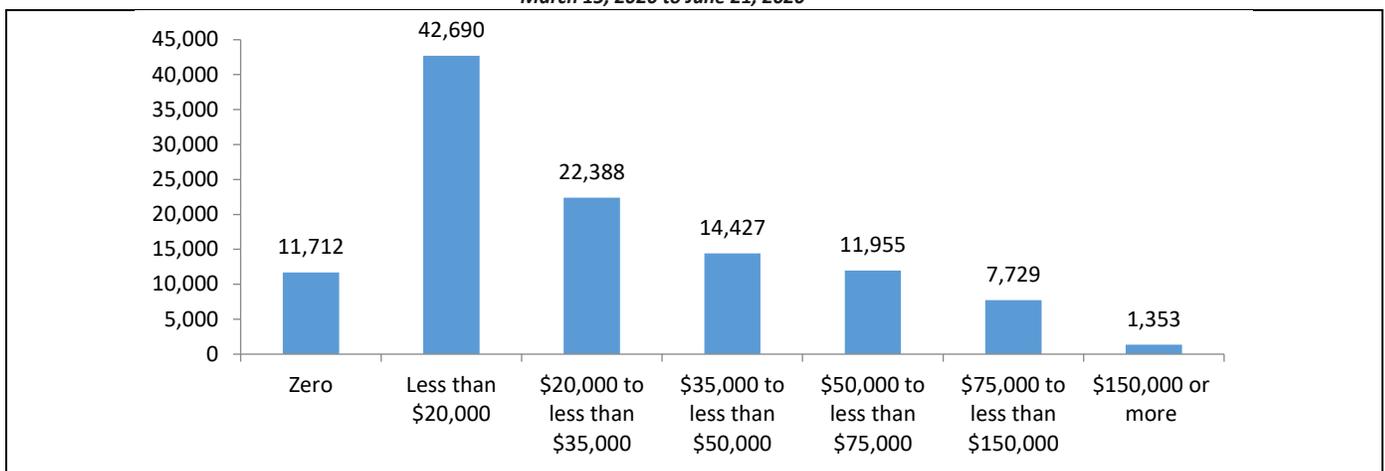
Health Care and Social Assistance has had the highest number of processed initial claims since March 15 at over 16,300 followed by Accommodation and Food Services at over 15,200. Manufacturing has had over 8,900 during this time period.

Processed Initial Claims by Wage

In the North Central Region, of the available data, most processed initial claims were from those earning less than \$20,000 at 43.2% followed by those earning between \$20,000 and \$35,000 at 22.7%. On the upper end, those earning \$150,000 represented just 1.4% of processed initial claims.

Processed Initial Claims by Annual Wage - North Central Region

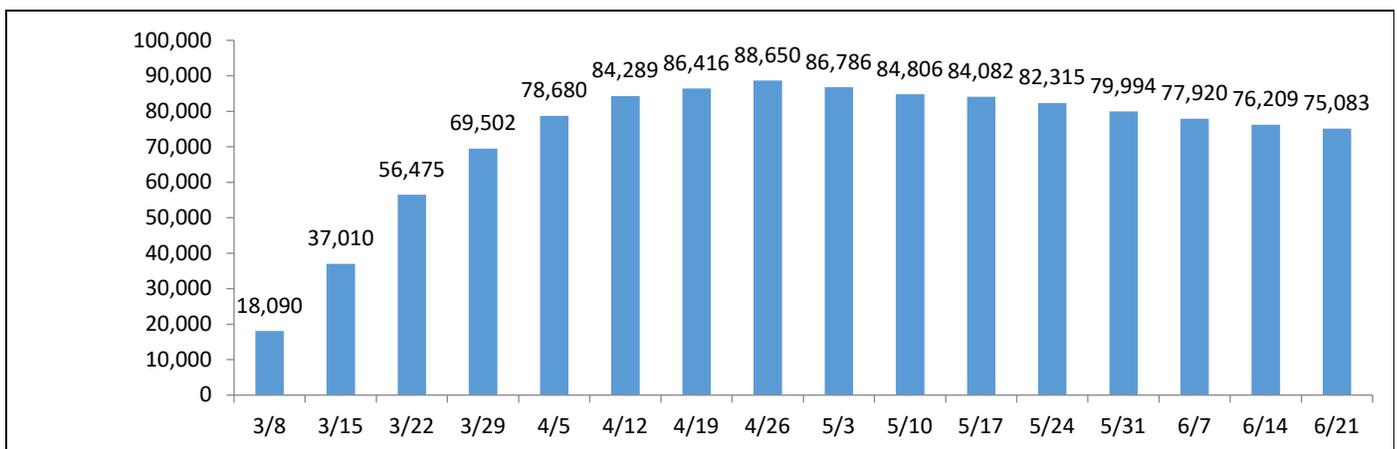
March 15, 2020 to June 21, 2020



Source: CT DOL

Processed Continued Claims - North Central Region

Processed continued claims have been relatively steady, at over 75,000 as of June 21 of just over 18,000 the week of March 8.



Source: CT DOL

Targeted Population Groups *(see Attachment VI for detailed tables)*

Individuals with Disabilities

In Hartford County, almost three times (22.4%) as many individuals with a disability do not have a high school diploma compared to those without (8.0%); there are half as many individuals who have a Bachelor's degree

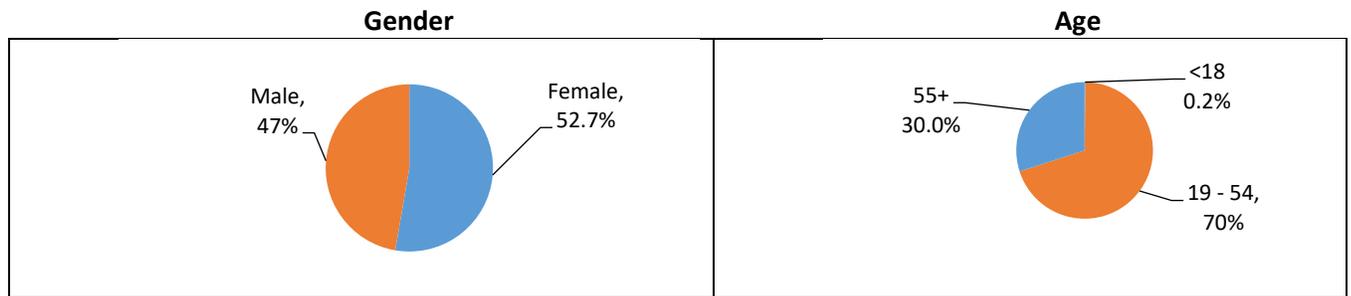
(19.9%) than those without (41.6%). Over 50% (more than 49,000) of individuals with a disability have a self-care, amulatory, or independent living disability (See Attament VII). *Source: US Census Bureau*

Ex-Offenders (based on released inmates 1/1/13 to 12/13/14 in the North Central Region)

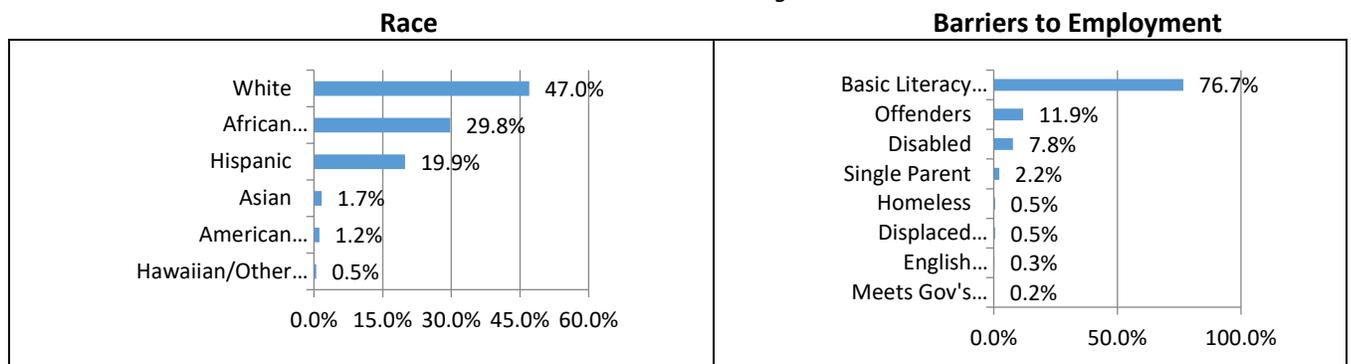
The total number of inmates released during 1/1/13 and 12/13/14 was 6,206; 11 percent female, 89% male. There were slightly more females released who were 36 and older, whereas there were more men released who were aged 35 or younger. Between 55% and 65% of individuals had less than a high school diploma. Of the data available for class of offense, 2,106 individuals had felony convictions (60.9%) and were predominantly men; 39.1% had misdemeanor convictions (See Attament VII). *Source: US Census Bureau*

WIOA Enrolled Customer Characteristics

The tables below provide a snapshot of the characteristics of individuals enrolled in CWP’s program as of June 30, 2020. It also shows the distribution of WIOA individuals using the four One-Stop centers in the region.



- The majority of the enrolled participants are female (52.7%).
- St 69.9%, the majority of individuals are in the 19-54 age cohort.



- Just under 50% of the WIOA customers are White, and over one third identify as African American/Black.
- The majority of participants are Basic Literacy Skills Deficient at 76.7%, followed by Offenders at 11.9%.

Youth

While there is a downward trend in unemployment at the national, state and local level, a closer look reveals some disturbing disparities. The unemployment rate for youth 16-19 was at 41.1% in 2018, while the rate for young adults 20-24 was 20.5%. This is much higher than the overall unemployment rate for the City of Hartford, and substantially higher than the rate for 16-19 year olds (18.5%) and 20-24 year olds (10.5%) nationally. These unemployment rates are for those looking for employment. Labor force participation stands at 30.7% for 16-20 year olds, and 66.4% for 21-24 year olds, compared with national rates of 38.9% and 74.6%. Continued high rates of unemployment for youth lead to difficulties in earning enough income to achieve self-sufficiency, another important desired quality of life result.

Opportunity Youth

Unemployment is most severe among low-income young adults. Disconnected youth or Opportunity Youth (OY) are missing key education and employment experiences and are at increased risk for several negative outcomes: long periods of unemployment, poverty, criminal behavior, substance abuse, and incarceration.

Opportunity Youth are defined as:

- ❖ Between the ages of 16 and 24
- ❖ Not having a high school diploma
- ❖ Having a high school diploma but are not connected to meaningful post-secondary opportunity

In Hartford, there are 69,483 youth between the ages of 16 and 24 years. Of these youth, more than 9,456 are considered OY. There is a serious disconnect between the qualifications needed for employment in Greater Hartford and youth who are out of school and out of work. There is also a great difference in the number of youth either job ready or almost job ready in Hartford as compared to the rest of Connecticut. Only 1 in 3 youth in Hartford is ready for work in comparison to 1 in 2 youth statewide.

OY are more likely to be unemployed, rely on government supports, be involved in criminal activity, have poor health, and face multiple hurdles including: Parenting, Disabilities, Mental and Physical health problems, incarceration or criminal record, homelessness, food insecurity, and domestic violence.

While there are approximately 72,000 OY in Connecticut and 20,000 OY in Hartford County, the City of Hartford has a much higher concentration of this population with more than 9,000.

5. Provide an analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the region.

The CWP Board and its stakeholders have identified a need to conduct asset-mapping to identify all of the workforce development resources in the region, and to work toward maximizing coordination and eliminating duplication.

CWP recognizes that the primary providers of workforce development activities in the region are:

- The four community colleges offer numerous credit and non-credit certificate and degree programs across most occupational categories. The strengths of the colleges are solid academic capacity and the ability to develop curriculum and award recognized post-secondary credentials. Weaknesses include the alignment of many training programs with the academic schedule which extends the duration of training when job-seekers need concentrated, accelerated training that will allow them to get back to work quickly. SNAP employment and training is available through the community colleges.
- Goodwin University, a private four year college, offers a number of short-term certificates in addition to degree programs. The college is structured to meet the needs of working adults; however, the cost of some programs is out of reach for many job-seekers.
- Central CT State University and Institute for Training and Business Development offers degree and certificate programs, but these are generally targeted to higher-skilled students.
- Charter Oak College offers certificate, credential and degree programs through distance learning. Flexibility and academic recognition are strengths; the need for the student to supply hardware, high-speed internet, a suitable study environment, motivation, and self-discipline can be weaknesses for some students.
- The regional vocational technical high schools are an under-utilized resource due to very limited capacity to serve adult students. Adult programs in this region are available in Hartford and Bristol.
- Community based organizations offer workforce development services. Their programs are often dependent on inconsistent grant funding; these programs cannot issue credentials directly – trainees must obtain certifications or licenses from other organizations. The strength of the community-based programs is their wrap-around support services.
- Local adult education providers focus primarily on mandated programs – adult basic education, GED instruction, adult high school diploma, English as a second language and citizenship – with part-time schedule. Due to funding constraints, the capacity of local adult education programs to address higher level and occupational skills is limited.
- The Hartford Job Corps Center offers academic and technical training in advanced manufacturing, medical assisting, nursing assisting, and insurance and finance. Strengths are a rigorous training culture, housing on-site for most students, and concentrated investment in all students. Weaknesses are limited capacity to serve non-residents, and lack of services for adults.
- The core partners of the one-stop system are the major providers of workforce development services and are described elsewhere in the plan.

6. Provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area.

All MOUs with required partners in place (see Attachment VI).

- In addition to the activities listed above, adult and dislocated worker employment and training activities are available through the one-stop system.
- WIOA Title I: basic career services available to all eligible adults; individualized career services and occupational skills training through scholarships available to dislocated workers and adults with barriers who meet priority of service criteria.
- WIOA Title II Adult Literacy: administered by CSDE; A MOU is in place with this WIOA Core Provider.
- WIOA Title III Wagner-Peyser: universally available career services, labor exchange.
- Trade Act: training and job search assistance available to workers from affected companies and/or employee groups.
- WIOA Title IV Vocational Rehabilitation: administered by DORS, including assistive technology, job coaching, working interviews, high reimbursement on-the-job training. An MOU is in place with this WIOA Core Provider. Vocational Rehabilitation staff from both Bureau of Rehabilitation Services and Board of Education and Services for the Blind are on site at two American Job Centers (Hartford and Enfield) on a weekly basis
- Apprenticeship: administered by CTDOL, primarily targeted to manufacturing and construction trades.
- Mortgage Crisis Job Training: training scholarships and job search assistance for homeowners at risk of default.
- Jobs First Employment Services: case management, career services and subsidized employment and training scholarships available to TANF recipients.
- Free to Succeed: employment retention services and career services for ex-offenders.
- Best Chance: contextualized education, occupational skills training and job placement assistance for ex-offenders.

7. Provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities. The description and assessment must include an identification of successful models of such youth workforce investment activities.

While there are various programs and services for youth in the region, recent asset mapping identified a limited number of career pathway programs leading to middle-skill jobs with sustaining wages suitable for out-of-school youth. Many existing programs focused on one area – youth development, education, or workforce development – and did not provide an integrated pathway approach. Even though all the youth programs mapped offer job readiness training directly or via referral, many times the training does not include specific occupational training or connection to college/postsecondary education. Key findings include:

- CWP invests WIOA funds into youth programs, designated primarily for out-of-school youth.
- Private philanthropy serves a critical role and provides significant resources to leverage public funds and support career programs.
- There is significant variance in mission, structure, and capacity across organizations that serve youth.
- Many programs offer personalized guidance and support to youth, but a smaller number offer internships and other work experiences to participating youth.
- While a number of programs provide education and training, credentials offered are not always related to the most in-demand occupations.
- There are existing employer partnerships across organizations and programs, but there is an opportunity to deepen engagement such that youth are offered a range of work-based learning experiences leading to full-time job opportunities.

Of the programs reviewed, the most comprehensive youth workforce programs are listed below:

Provider	Industry Focus	Type
Human Resources Agency	Advanced Manufacturing and Healthcare	College partnership
Opportunities Industrialization Center of New Britain	Healthcare	College partnership
Our Piece of the Pie	Health care, Insurance, and Advanced Manufacturing	College partnership
KRA	Advanced Manufacturing	Sector partnership

Forge City Works	Culinary	Provide training
Synergy Advanced Manufacturing Program	Advanced Manufacturing	Sector Partnership/School

8. Identify gaps in service based on the above analyses.

- Services for adults who do not meet priority of service criteria are limited to basic career services in the one-stop system.
- Few providers offer low cost, flexible training, including online training, leading to recognized credentials.
- Few providers offer accelerated, full-time training programs that lead to recognized post-secondary credentials for middle skill jobs.
- Local adult education providers do not generally offer full-time class schedules to meet the needs of adult job-seekers who need to obtain skills and credentials in order to enter employment quickly.
- Registered apprenticeships are not available in the high demand healthcare sector and the emerging demand IT sector.

III. LWDB Goals and Strategies

- 1. Identify the vision, goals and strategies adopted by the LWDB in response to the passage of WIOA and how these will affect the preparation of an educated and skilled workforce.**

Strategy into Action on the Path to the Future

CWP Strategic Planning and Execution | 2017-20

A new, focused strategic vision and plan was created in 2017 under the new leadership of CWP. This new vision focuses on CWP being the premier organization for workforce development, along with a focus on middle skill jobs in order to close the skills gap.

The strategic plan identifies how CWP has readied itself to align to its vision and carry out its mission of leveraging public and private resources to produce skilled workers for a competitive regional economy in a more strategic manner. It includes over-arching, multi-year strategic objectives for each of the four perspectives of its organization – People, Operational, Financial, Services – that define how it will achieve its vision.

Strategic Objectives (3 to 5 years)

Work was conducted to ensure that the core aspects, or perspectives, of CWP’s organization – *People, Operational, Financial and Services* – are aligned to its Vision.

A Strategic Objective was developed for each of the four perspectives. When combined, as shown in the diagram below, CWP’s Strategic Objectives provide a guiding objective for what the organization will do over the next 3-5 years to successfully achieve its Vision.



Strategic Area	Strategic Objective
People	We will develop and retain engaged and committed talent.
Operational	Continuously improve processes to optimally manage resources and workflow.
Financial	Cultivate an environment that ensures compliance while supporting innovation.
Services	Build the premiere workforce development system to close the skills gap.

With the strategic vision and four operational goals identified, CWP can drive its operational goals aligned to them. These goals are outlined in the following section.

Operational Goals

Goal 1 - Develop strategies for underserved populations.

Overview

Job training and preparation is needed for individuals of all ages, from youth through adult, with the right skills to be successful and gain meaningful employment. Many of today's job seekers and youth are skills deficient or low-income residents, and have the greatest barriers to employment. Support is available to individuals through AJC services, and through other training and employment programs CWP supports and manages. Focus is on individuals with disabilities, ex-offenders, and those impacted by the Opioid epidemic with a focus on a commitment to continuous improvement and capacity building. Special attention to COVID-19 recovery strategies for the tens of thousands of dislocated workers will be supported.

CWP workforce development strategies supports business and labor in ongoing efforts to address racial and gender gaps in manufacturing, healthcare, construction, education and other sectors. CWP programs. Racial and economic inclusion of the region's diverse populations is a priority for all CWP Programs.

Strategies to Support Goal

North Central Region of Connecticut workers will possess the critical skills and credentials needed to prosper and advance in careers that pay well and allow them to support their families.

1. Promote expanded implementation of effective integrated employment and training/contextualized learning strategies to improve skills acquisition and employment outcomes for targeted low-skill jobseekers, including adult education students and participants in time-limited public assistance. Expand proven best practices, .e.g, Integrated Basic Education and Skills Training (I-BEST), as feasible to include additional prospective participants, working closely with businesses/employers in key sectors seeking qualified skilled workers.
2. Maximize opportunities for success for all individual jobseekers, workers, and youth in North Central Connecticut's talent pool, promoting innovation, coordination, resource alignment and integrated service delivery to advance the employability and career prospects for the broadest possible range of customers, including (but not limited to) veterans, dislocated, the long-term unemployed, public assistance participants, individuals with disabilities, ex-offenders, homeless individuals, out-of-school youth, low-skilled adults, limited English proficient, etc.

Programs and Activities to Support Goal and Strategies

Adult Workforce Development Activities

American Job Center – One Stop Services

The AJC system is a partnership of organizations, working as a team, to promote a universal approach to providing effective workforce assistance to job seekers and businesses. This assistance includes: Basic career services providing current labor market information to help people make decisions about career pathways and development; match labor market information with solid career assessment for people to help them build a plan that is going to put them on a career pathway; and connecting individuals to one of the career pathway initiatives, i.e., sectors. In the COVID-19 environment CWP supports the safety and protection of One-Stop customers with remote/virtual services, and a protective AJC environment.

AJC Guiding Principles

CWP has adopted a set of guiding principles for the AJC delivery model:

- The AJC is a demand driven system; Business Services has the capacity to understand business needs and match job-seekers with current openings.
- The AJC is the hub of CWP adult programs, with accountability for screening, assessment and referral of job-seekers to all CWP programs.
- Quality and timeliness of assessment and individual career planning is a critical strategy for effective service to diverse populations.
- Empower customers seeking services at the North Central AJCs to get back to work quickly through immediate career preparation and placement.

- Provide short-term skill development opportunities to a greater proportion of AJC customers through the Workforce Innovation and Opportunity Act.
- Maximize the use of technology for training and customer engagement.
- Maintain a competitive scholarship application process for Individual Training Accounts (ITAs) targeted to programs based on labor market demand.
- Maximize resources allocated to serving WIOA enrolled customers.
- Retain and expand special initiatives targeted to job-seekers with barriers: persons with disabilities, ex-offenders, the long-term unemployed, public assistance recipients, and people transitioning from homelessness.
- Improve alignment, coordination and co-enrollment between AJCs and other CWP programs and initiatives: Jobs Funnel, Healthcare and Manufacturing Sector Initiatives, and Out-of-School Youth programs; various programs administered by the Connecticut Department of Social Services (CTDSS) - these programs include: TANF, Supplemental Nutrition Assistance Program (SNAP), including the SNAP Employment & Training. (SNAP E&T) program, the Community Services Block Grant and the Child Support Program.
- Establish a culture of innovation and continuous improvement.
- Work with SkillUp CT to utilize free on-line training.

Services provided within the AJCs include career coaching, job search techniques, skill and interest assessments, interviewing and networking techniques, referrals to our Business Team and other networks, access to social media networks, advice and support through peer groups, customized services for individuals, with disabilities, Veterans, former offenders, newly and long-term unemployed, and individuals with unique circumstances, and online Learning Centers.

In January 2020 DOL and CWP partnered with OEC as a pilot to promote their Stronger Families, Stronger Futures program. Community Partners delivered information about this program during the JFES Steps To Success (STS). The goal of this program is to see every family succeed and support every child to develop emotionally, mentally, and physically sturdy. Services provided through this program ensure healthier caregivers and babies, children better prepared for school, children are safer, and families are more self-sufficient.

Contractor and Special Programs staff will provide support to the implementation and delivery of CWP's workforce development programs aligned with the AJC system, including Special Initiatives and Sector Programs.

- **Mortgage Crisis Job Training Program (MCJTP)** provides training and job placement to individuals who are at risk of default. AJC staff will promote the MCJTP to customers and refer potential clients to MCJTP program staff.
- **National Dislocated Worker Grant** is a \$5.8 million Federal Trade and Economic Transition grant which enables CWP and the North Central Connecticut region's AJC network to address ongoing and emerging workforce and economic challenges by providing training and career services to dislocated workers seeking reentry into the workforce and increasing their skill levels to become competitive for growing or high demand employment opportunities. The grant focuses on five sectors, including Manufacturing, Healthcare, Information Technology, Construction, and Transportation and Logistics for the period of October 2018 to September 2020.
- **Connecticut Recovers Opioid Grant** - CWP, in partnership with the CT DOL, was awarded a Connecticut Recovers Opioid grant. A Peer Recovery Navigator will be stationed at the Hartford AJC and the Best Chance program will provide pre-manufacturing training at Manchester Community College.
- **Apprenticeship Connecticut Initiative** – the Apprenticeship Connecticut Initiative is a \$2.2 million CT DOL grant awarded to CWP to provide Pre-Apprenticeship/credential-based training and supportive services for up to 150 in-school youth and 324 adults/out-of-school youth in the North Central region in the Healthcare, Manufacturing, and Construction sectors over the next four years. Training for this initiative will be contracted to local community colleges, the Ironworkers Local 15, Goodwin University, and several high schools.

Customized programs to support underserved populations

Ex-Offenders

Working with ex-offenders on their transition back to the workforce has been an integral part of CWP prior to WIOA enactment. CWP operates several initiatives in support of transitioning this population back to the workforce.

Free to Succeed

CWP's ex-offender project, "Free to Succeed", coordinates services, and provides coaching and case management to ex-offenders to help them retain and improve employment.

I-BEST Second Chance (BEST Chance) program

CWP strongly supports the Governor's Second Chance Society initiatives and is implementing the I-BEST Second Chance (BEST Chance program). This program, targeting ex-offenders in Hartford County and led by CWP, will serve Returning Citizens with training programs leading to nationally recognized credentials primarily in construction, manufacturing, culinary occupations, and other sectors and provides paid work experience and placement assistance to transition individuals into the workforce. The program includes supports for individuals impacted by the Opioid and COVID-19 public health crisis.

Individuals with Disabilities

CWP strives to increase the capacity to effectively serve job seekers with disabilities in all programs. The Disability Resource Coordinator (DRC) facilitates various disability-related trainings throughout the year and is on hand to provide technical assistance to all program staff and to bring together the appropriate parties for the Integrated Resource Team. CWP continues to partner/collaborate with CT DOL's Office for Veterans Workforce Development, Departments of Rehabilitative Services, Labor, Education, Mental Health and Addiction Services, Social Services, Department of Developmental Services, Transportation, and various other public and private sector representatives to leverage resources for job seekers with multiple barriers to employment.

Ticket to Work Program

Ticket to Work is an initiative where individuals with disabilities who are on Social Security Disability Benefits and who can work are encouraged and provided incentives to do so. The savings differential based on earnings and savings from SSA are passed on as a reimbursement to CWP as unrestricted dollars. An Integrated Resource Team (IRT) consisting of AJC staff as well as state and community partners led by CWP's Disability Resource Coordinator meet to triage the needs of the participating individuals.

Retaining Employment and Talent After Injury/Illness Network (RETAIN)

In September 2018 CT DOL was awarded Phase I funding for the Retaining Employment and Talent After Injury/Illness Network Demonstration Project (RETAIN CT) to test the impact of early intervention strategies that improve stay-at-work/return-to-work (SAW/RTW) outcomes of individuals who experience an injury or illness while employed. This program was designed improve long-term SAW/RTW outcomes for workers with emerging musculoskeletal concerns. This project will focus on the preventing long disability and job loss among workers with musculoskeletal injuries and disorders y providing early return-to-work facilitation by encouraging best practice in occupational medicine.

Temporary Assistance for Needy Families (TANF)

Jobs First Employment Services (JFES)

The JFES program provides employment services to time-limited recipients of Temporary Family Assistance (TFA), the state cash assistance program for needy families within the TANF block grant. JFES activities are designed to move the hardest-to-employ recipients rapidly and effectively into employment and toward self-sufficiency. CWP implements its JFES program by providing job search assistance, vocational education, subsidized employment, adult basic education and/or employment-related support services such as transportation and child care assistance for TANF individuals.

Educate and Accomplish Goals for Employment Readiness (EAGER)

This program, for TFA recipients enrolled in the Jobs First Employment Services program, is designed to successfully prepare participants for their job search. The 5-day program allows participants to take an active role in their learning by participating in virtual training sessions and applying those practices to their job search. Participants also receive instructor facilitated workshops on job seeking topics and then actively apply those skills to their job search. Topics include job search skills, such as resume and cover letter, interviewing, and networking, but also information that will allow the participant to be successful on the job. Customer service skills, workplace communication, and problem solving is emphasized to ensure success on the job.

One-Stop Services to Support All Job Seekers

Scholarships for occupations in demand (Individual Training Accounts – ITAs)

WIOA scholarships are given to eligible job seekers who are looking for job training in growing occupations. CWP will assign priority to training programs for WIOA scholarship funding based on labor market demand and potential earnings. CWP will analyze the labor market as part of its annual strategic planning process to identify labor market trends and

identify occupations in demand in the local labor market. Demand occupations will have the potential for high entry wages (at least 200% of the federal poverty level) and projected growth and/or significant job openings in Connecticut and the North Central Region. To be considered for funding through WIOA, a training program must lead to a recognized credential as defined by the U.S. Department of Labor. WIOA customers will choose from among eligible training providers and programs listed on the State of Connecticut Eligible Training Program List (ETPL) that offer training programs in demand and priority occupations.

Hartford Working Cities Challenge Initiative (HWCI):

CWP serves as an active partner in the Hartford Working Cities Initiative (HWCI), Hartford's vehicle operating as one of five municipal community partnerships across the state engaged in the Connecticut Working Cities Challenge, driven by the Federal Reserve Bank of Boston. CWP serves on HWCI's Executive Committee and Employment and on its Education and Training Consortium. HWCI was created with a place-based focus on several south Hartford neighborhoods. Objectives are to effect systemic changes among local employers and workforce stakeholders to increase education outcomes, improve skills attainment, increase employment levels and wealth acquisition, and promote community leadership by impacted young adults.

East Hartford Working Cities Challenge Initiative (EHC):

CWP serves as an active partner in East Hartford CONNects (EHC), participating on the EHC Task Force to help provide overall guidance, direction and support to that community empowerment effort. EHC operates as one of five municipal community partnerships across the state engaged in the Connecticut Working Cities Challenge. EHC's objectives are to improve career development opportunities and outcomes for East Hartford residents, increase access to educational resources and services, and foster heightened community engagement and leadership.

Dislocated Worker Programs and Services

Dislocated Workers are individuals with significant attachment to the workforce but have lost their employment or income from employment.

National Dislocated Worker Grant

The National Dislocated Worker grant is a \$5.8 million Federal Trade and Economic Transition grant which enables CWP and the North Central Connecticut region's AJC network to address ongoing and emerging workforce and economic challenges by providing training and career services to dislocated workers seeking reentry into the workforce and increasing their skill levels to become competitive for growing or high demand employment opportunities. The grant focuses on five sectors, including Manufacturing, Healthcare, Information Technology, Construction, and Transportation and Logistics for the period of October 2018 to September 2020.

Other Adult Programs

USDOL COVID-19 Disaster Relief Program

A USDOL COVID-19 Disaster Relief Program grant supports disaster relief workers in several communities in the region, including subsidized wages and training and placement in community health and public service occupations. These workers support COVID-19 health and environmental remediation work in the region. The AJC provides recruitment, supports and coordination of this program.

Mortgage Crisis Job Training Program

The Mortgage Crisis Job Training Program helps home owners who are two or more months behind in their mortgage gain the skills they need to be able to earn more money to become more financially stable by providing employment assistance. Services include: Job Training Scholarships, Financial Literacy, Credit Counseling, and Referrals to other services.

The Mortgage Crisis Job Training Program Staff will work in partnership with credit counselors and other support agencies to help improve your financial standing with lenders.

Goal 2: Improve access to recognized post-secondary credentials.

Overview

Ensuring preparedness for and access to post-secondary credentials is vital in career pathways development for at-risk in school youth (ISY) as well as OY - youth disconnected from education and employment - as they open doors to

educational attainment and careers. By focusing on the whole person in relation to their post-secondary education and career development, as well as ensuring access to educational and career pathways, collaborative efforts among partner organizations afford these individuals pathways to success.

Strategies to Support Goal

Connecticut’s young adult job seekers will be equipped for postsecondary success and given access to career opportunities in order to become productive contributors to a vibrant and competitive state economy and in their communities. Detailed strategies include:

1. Focused supports on the whole youth in order to support them through life challenges that negatively impact their success of reaching post-secondary goals, accomplished through the creation of performance measures that align with post-secondary success and barrier reduction.
2. Promoting development and implementation of aligned career pathways strategies as an integral feature of industry partnerships and sector-based initiatives, with multiple on-off ramps for participants of varying skills and abilities, leading to employer-valued/validated credentials and certifications. Career pathways are equally valuable for adult jobseekers and young people, including students and out-of-school youth.
3. Leveraging relationships with North Central region school districts and resources, to support at-risk in school youth as an OY prevention.
4. Expand the pre-apprenticeship pipeline for WIOA youth through partnerships with area community colleges and universities as well as industry sector partnerships
5. Developing of pathways for at-risk in-school and out-of-school youth, leading to certifications and credentials that enhance their viability in the job market. Build on and expand the OY coordinated career pathways model to help targeted out-of-school youth acquire valuable post-secondary credentials and get a job.
6. Build out employer base and sector partnerships that focus solely on youth population and provide technical assistance and training to employers around positive youth development strategies for retaining a young workforce.

Programs and Activities to Support Goal

Youth Programs

WIOA Youth Programs

- CWP invests WIOA funds into programs delivered by community-based organizations serving about 200-225 youth annually, including new participants and participants carried forward from the prior year.
- Private philanthropy serves a critical role and provides significant resources to leverage public funds and support career programs.
- All programs offer personalized guidance and support to youth, basis skills remediation, postsecondary readiness activities, and internships and other work experiences to participating youth.
- CWP is building on existing employer partnerships across organizations and programs to deepen engagement such that youth are offered a range of work-based learning experiences leading to full-time job opportunities.
- Providers access support and guidance from CWP staff including the Disability Program Navigator to prepare youth with disabilities to enter education and work.

WIOA Youth funds offer Opportunity Youth the chance to enter integrated, streamlined career pathways resulting in positive education and employment outcomes.

In 2018, CWP initiated a procurement process that built on the previously established career pathway framework. The procurement sought programs that incorporate hands on learning and paid work experience as a central component to education and training and employer participation from design through implementation.

Contractor	New Youth to be Registered	Industry Focus
Billings Forge Community Works with Career Resources, Inc.	28	Culinary/Hospitality
KRA Corporation	45	Manufacturing
Human Resources Agency	25	Manufacturing, Allied Health
OIC of New Britain	24	Allied Health, Culinary
Our Piece of the Pie	45	Allied Health, Manufacturing, Transportation, Culinary,

		transitional entry level jobs
Our Piece of the Pie (CCC Cohort)	24	
EDSI	24	Manufacturing
Total	215	

Hartford Student Internship Program (HSIP)

HSIP is a ‘cornerstone’ career and college development strategy for Hartford youth ages 16-21 to prepare at-risk youth for career pathways. CWP, Hartford Public Schools, and the City of Hartford collaborate with community-based organizations and other public/private partners to ensure vulnerable students attending HPS in grades 11-12 will have access to work-based learning opportunities to develop college and career competencies. These skills directly correlate to greater future postsecondary achievement by reducing chronic absenteeism and supporting pathways toward self-sufficiency. In the coming year, CWP will look provide a more in-depth training component based in the Work-Based Learning Competencies.

Hartford Opportunity Youth Collaborative

CWP is the backbone organization for the Hartford Opportunity Youth Collaborative (HOYC), a collective action effort to improve the life outcomes for the almost 5,000 OY (ages 16-24) in Hartford who do not have a high school credential or who have a diploma but are not in school or working.

HOYC OY strategies emphasize: (a) empowering youth leaders, (b) enhancing and expanding effective career pathways, (c) using RBA to inform decision-making, assess progress, and improve methods of evaluation, and (d) engaging in policy and systems alignment to scale up and sustain this work.

HOYC priorities include strategies to address high school students with high absenteeism, and working with the Hartford Data Collaborative to assure all youth are connected to quality services. HOYC is a participating member of the Aspen Community Solutions for OY and hosts events in support of this network to improve OY strategies. HOYC also supports OY recruitment and enrollment into pre-apprenticeship and skills training programs.

Navigation Tool for Young Adult Services

The HOYC and Hartford Generation Work (Gen Work) have identified a systemic need for coordination and navigation. They are collectively working toward a coordinated education and training system for youth and adults ages 16-29 and are committed to eliminating duplication of projects and services through collaboration. An education and training navigation tool is in development that will meet the needs as identified by each of the two collaboratives by better connecting individuals to programs that meet their unique needs and eligibility.

East Hartford Pre-Apprentice Program

CWP in collaboration with CT Center for Advanced Technology, CT Department of Labor, CT Department of Labor Office of Apprenticeship and East Hartford Public Schools, piloted a pre-apprenticeship program in 2018 to prepare a total of 40 East Hartford high school seniors and East Hartford out of school youth with skills needed for entry level manufacturing careers. The program consists of career readiness training, 72 hours of online ToolingU manufacturing curriculum and 72 hours of on the job training. Upon completion of the program, participants will receive two credentials, employment in manufacturing or placement in apprenticeship or postsecondary education.

Summer Youth Employment and Learning Program (SYELP)

CWP’s Summer Youth and Employment Program, for 14-21 year olds, consists of appropriately assigned work and learn experiences preparing youth to pursue a career path in in-demand sectors. It emphasizes the need for post-secondary education as well as learning outcomes connected to the Career Competency System which encompasses eight critical competencies that prepare in-school and out of school youth for the workplace or post-secondary education. The program includes the competency development and career awareness through subsidized paid internships in the public and private sectors. Career Competencies include Basic Skills, Computer Literacy, Customer Service, Interpersonal Skills, Personal Qualities and Job Seeking Skills.

Adult Literacy – Collaboration and Coordination

CWP is collaborating with 35-40 adult education providers in the North Central region to support the Capital Area Adult Literacy Network, which focuses on strengthening coordination between workforce development and adult education. The group is focused on three priorities:

1. CWP is embedding some of the improvements that were outlined by the Adult Education providers into its updated AJC Plan, while also piloting adult education/work-readiness preparation services at three AJC sites.
2. CWP convenes quarterly meetings of the AJC lead staff with the Adult Education providers to enhance coordination and communications.
3. A 'community of learning' focused on sharing best practices, networking and communications is convened by a group of individuals focused on special topics of benefit to improve adult education and workforce development services and strategies.
 - o Intake/assessments need to be systemized and common forms will be introduced in an effort to reduce duplication and redundancy.

The Network is also working to enhance and expand the integration of adult education and workforce development in the region.

Goal 3: Collaborate regionally with partner organizations and employers to align programs and cultivate sector partnerships for in-demand industries.

Overview

CWP has focused on several critical industry sectors to provide employment and training services to assure that businesses in the region get quality workers with the career and occupational competencies employers need. It works closely with employers to identify areas of job growth opportunities, skills needed for those jobs, and related training support programs. It uses this knowledge, along with labor market information and local employment to define its targeted sector approach which is focused on healthcare, advanced manufacturing and construction/energy. It is also developing a targeted focus on IT occupations. In addition, CWP collaborates with CT DOL on apprenticeship initiatives, and supports DECD's apprenticeship program and efforts. CWP will also work with the Department of Economic and Community Development's (DECD) newly created workforce unit in conjunction with its industry partnerships, as well as the Governor's Workforce Council's Next Gen.

Strategies to Support Goal

Strategies to support this goal are focused on Hartford area businesses – particularly those in key industry sectors that drive economic growth – to have access to the skilled, talented employees they need to compete effectively, prosper and create new and rewarding jobs and career opportunities for Hartford area workers. Detailed strategies include:

1. Promotion and implementation of business/employer-led industry partnerships focusing on targeted sectors. The focus of these partnerships will be on high-priority, high-value, high-demand sectors and occupations.
2. Promotion of effective implementation of sector-based initiatives in targeted sectors intended to address employers' priority needs, building on the achievements of existing successful sector initiatives. Strategically connect qualified jobseekers produced by the workforce system to job opportunities with businesses/employers benefitting from public investments, to strengthen the link between workforce development and economic development strategy.
3. Implementation of a coordinated business/employer services model through the AJC One-Stop system, engaging coordinated participation by a broad array of partners and stakeholders, to address business/employer customers' workforce needs, consistent with the "single point of contact" model principles.
4. Implementation of a robust labor market information system to support effective workforce system planning, including insight and intelligence from businesses and employers, to promote data-informed and data-driven decisions about program strategy and related investments.

Programs and Activities to Support Goal

CWP offers training in the private sector through its grant-driven initiatives. These grants are supported by, and worked in conjunction with the AJCs.

On-the job training (OJT)

OJT is a work-based learning strategy which allows an employee to gain the knowledge and competencies required of a specific job while performing meaningful work with an employer. Training is supervised by the employer and takes place in their normal work environment. A typical feature of OJT is a reimbursement to the employer to offset the costs associated with providing OJT. Upon satisfactory completion of the training, the employer is expected to retain the individual as a regular employee without receiving further training reimbursement

Dislocated Worker Grant

The National Dislocated Worker grant is a \$5.8 million Federal Trade and Economic Transition grant which enables CWP and the North Central Connecticut region's AJC network to address ongoing and emerging workforce and economic challenges by providing training and career services to dislocated workers seeking reentry into the workforce and increasing their skill levels to become competitive for growing or high demand employment opportunities. The grant focuses on five sectors, including Manufacturing, Healthcare, Information Technology, Construction, and Transportation and Logistics for the period of October 2018 to September 2020.

Capital Area Pipeline Partnership

CWP convenes the Capital Area Pipeline Partnership, a unique regional employer-led "partnership of partnerships" representing leaders of sector-specific partnerships and associated strategic partners with the objective of driving strategy and action in developing a regional pipeline of job-ready talent to meet employers' demand for skilled workers, support business growth and promote workers' financial security. CAPP partners include: Advanced Manufacturing Employer Partnership; Metro Hartford Alliance for Careers in Health; Jobs Funnel Construction and Transportation Partnership (Jobs Funnel); Capitol Region Council of Governments; Connecticut Business and Industry Association; Hartford Foundation for Public Giving; MetroHartford Alliance; United Way of Central and Northeastern Connecticut; Workforce Solutions Collaborative of Metro Hartford; Connecticut General Assembly Leadership; and Municipal Economic Development Officials.

Healthcare

CWP's Healthcare sector mission is to support building a skilled workforce in hospitals, community-based care, and facility-based care while addressing front line workforce challenges of skill development, retention, and advancement. CWP's Healthcare initiative with hospitals, community-based healthcare organizations, and long-term care providers builds a demand-driven workforce.

Metro Hartford Alliance for Careers in Health (MACH)

Metro Hartford Alliance for Careers in Health (MACH) was established as a regional industry sector partnership whose mission has been to "identify and respond to workforce development policy issues for entry-level and middle-skill positions in the healthcare industry". MACH is an employer-driven/led partnership of employers and key training/education/advocacy stakeholders cooperating to address the workforce priorities of healthcare institutions/entities/organizations in North Central Connecticut. MACH partners collaborate to develop/resource/execute strategies to help bridge the gap between participating employers' requirements for sustainable skilled workforce talent to fill essential entry-level/middle-skill jobs (demand) and local jobseekers/workers pursuing viable careers in the region's healthcare sector (supply). MACH is the region's talent pipeline to healthcare careers.

Advanced Manufacturing

CWP's focus with respect to the region's advanced manufacturing sector is to coordinate skills enhancement and career advancement cement opportunities to develop the skilled talent needed by manufacturing employers. Efforts emphasize training incumbent workers and jobseekers for careers in key strategic technology-oriented growth occupations in aerospace, biomedical technology, fuel cell development and other time-sensitive production priorities of the regional defense supply chain of small-medium size manufacturers. To support its advanced manufacturing objectives CWP works closely with the Connecticut Office of Apprenticeship Training (CTDOL) and the economic development strategies of Advance CT.

Advanced Manufacturing Employer Partnership (AMEP)

To promote its advanced manufacturing strategic goals, CWP collaborates with several North Central Connecticut-based regional manufacturing sector partnerships, including the Advanced Manufacturing Employer Partnership (AMEP), Connecticut Tooling and Machining Association (CTMA), New England Spring and Metalstamping Association (NESMA), Aerospace Components Manufacturers (ACM), and the statewide Connecticut Manufacturers Collaborative (CMC). CWP is helping to coordinate efforts in our region to promote design and implementation of empowered, employer-led "next generation" industry sector partnerships in manufacturing, consistent with efforts of the Connecticut Governor's Workforce Council. Our regional manufacturing partnerships are coordinated under the framework of the Capital Area Pipeline Partnership (CAPP).

Construction/Energy

CWP's construction sector initiatives will enhance and develop a workforce which is equipped with the necessary skills to enter and advance in construction/energy occupations.

Jobs Funnel

The Jobs Funnel is a pre-apprenticeship program for job seekers interested in the construction and energy sectors. It is a coordinated system of outreach and recruitment, assessment, case management, pre-employment preparation, job training, placement, and retention services with strong partnerships with the Building Trades and minority contractors in the region.

Jobs Funnel Advisory Committee

CWP convenes the Jobs Funnel Advisory Committee. The Jobs Funnel Advisory Committee oversees the development and implementation of partnership opportunities with key stakeholders to lead efforts in all regional Jobs Funnel activities. This includes strategies for job seekers' training and placement in the construction industry sector. The committee's guidance will ensure that the North Central Region's Jobs Funnel initiatives enhance and develop a workforce that is equipped with the necessary skills to enter and advance in the state's construction and related green industry sector.

CT Women Can Weld Program

The North Central Region Jobs Funnel Program under the administration of CWP has partnered with the Ironworkers Local 15 Apprenticeship Training Program for the delivery of the "CT Women Can Weld Program". The CT Women Can Weld Program is a 10 week course designed to introduce participants to welding, and it is offered to females residing in the State of CT. The program provides 320 hours of instruction through a combination of hands-on and classroom instruction. Upon completion, the females have the option of applying into the various building trades registered apprenticeship training programs.

Goal 4: Continue to build out resources and engagement of business customers.

A job-driven public workforce system contributes to a strong, growing economy by responding to the workforce needs of regional and local businesses to ensure positive employment outcomes for the employer and the job seeker. CWP's employer engagement plan supports that vision by creating a strategy that will build a seamless cross-program environment driven by employer needs. The plan emphasizes partnerships with employers above transactional relationships, seamless coordination of services offered by various partners, consistent communication and marketing efforts, and staff development.

Business Engagement Strategies to Support Goal

- **Sector Partnerships:** Partnerships, including MACH and AMEP, ensure that CWP's work is business driven. They inform our outreach strategy, are a core network of business customers and strong advocates of the workforce systems. CWP will continue to evaluate emerging and changing industry sectors for opportunities to establish new sector partnerships.
- **Regional business services team coordination:** CWP and AJC business services representatives, sector coordinators, and staffing specialists comprise a larger regional business services team that provides coordinated services to employers through various youth, adult, and specialty programs. CWP staff will co-chair the regional business services coordination team, including partners from the American Jobs Centers, Department of Labor, Adult Education sites, DORS, the Community Colleges, the Department of Economic and Community Development, youth programs, and various community-based organizations.
- **Capacity Building.** Maintain partnerships with various chambers of commerce and local economic development partners to reach additional small and medium sized businesses, maintain an important communication channel with local business communities, and increase capacity to promote job fairs, hiring and recruitment events, candidate screening and referral services, and similar activities. Perform research on web-based resources that can be offered at no cost to businesses.
- **Technology and Evaluation:** Fully utilize and align ETO and CT Hires to integrate business services with job seeker and case management functions. These platforms will track business profiles, services delivered, recruitment efforts, referrals, job placement, job retention, position fill rates, and allow management of relationships and contacts.

These efforts will include CWP staff and its core network of partners, including the AJCs and the Department of Labor.

Goal 5: Measure/report on programs and services to ensure transparency/accountability.

Overview

It is essential that the workforce system generate data (targeted labor market information and program/strategy-specific information) and analysis that has strategic value to inform effective planning and policy development. CWP will use its cross-program data framework initiative to focus on improving and aligning data collection and outcome measurement across all of CWP's adult, youth and employer services, leading to better informed program results. In addition, CWP uses its data-driven labor market information to help focus its resources on those industries and occupations most in demand.

Strategies to Support Goal

1. Build a data repository to house data points from multiple programs; data extraction will be used to evaluate program outcomes and effectiveness, both within and across programs.
2. Develop evaluation capabilities within CWP to identify program strengths and weaknesses through use of multiple methods, and make mid-course corrections where necessary.
3. Create and document the methodologies used to evaluate and report performance at the subcontract/service provider level, and publish these methodologies early in the program year.

Programs and Activities to Support Goal and Strategies

CTHires

CTHires is CT DOL's hub for job development, training and other career services implemented in December 2015. Jobseekers and employers, both new and continuing, can use this system. In addition, it is the state's data collection and reporting system. CTHires enables WDBs to extract data to monitor ongoing performance. CWP has developed the capacity to extract and analyze CTHires data to assess WIOA contractor performance, to identify technical assistance needs, to make course corrections, and to inform decision-making.

Efforts to Outcomes (ETO)

Efforts to Outcomes (ETO) is CWP's online data collection and program management system. ETO is used to supplement CTHires data with real-time indicators, and as the sole data collection and reporting system for all CWP programs not supported by CTHires. ETO gives CWP the capacity to custom-design data collection tools to capture participant and employer characteristics, specific service strategies, and outcomes that feed the performance methodologies and align with funder requirements.

Cross-Program Data Framework

The creation of a cross-program data framework is a strategic objective adopted by the CWP Board. The cross-program data framework is the structure and process of data management and performance measurement within CWP. Framework components support data collection, aggregation, analysis and reporting across multiple programs and systems, including WIOA Adult, Dislocated Worker, and Youth programs.

CWP uses data for internal and external monitoring and reporting. The frequency of each depends on the program need or organizational request. Monitoring includes process tracking and aspects of quality assurance, such as completeness, accuracy, validity and timeliness. Within the cross-program data framework, standard methodologies have been developed to support consistent and replicable performance measurement of WIOA Adult, Dislocated Worker, and Youth programs at the contractor level. Similar methodologies will be developed for other CWP programs.

Workforce Impact/Cost-Benefit

CWP completed a cost-benefit/ROI study of CWP's programs and services, and its regional economic impact, through the engagement of Economic Modeling Specialists International (Emsi). CWP's overall cost benefit was 1.53, meaning that for every dollar invested in CWP, CWP returned \$1.53. Through this study and related efforts, CWP plans to develop the foundational components an in house model to simulate Emsi's methodologies and results.

2. **Describe the process used to develop the LWDB's vision and goals, including a description of the participants in the process.**

CWP’s goals are designed to support the development of career pathways, and to improve services and outcomes for the most vulnerable workers — low-income adults and youth who have limited skills, lack work experience, and face other barriers to economic success. The goals also focus on expanding education and training options that help the region’s residents to access good jobs and advance in their careers. The goals are also guided to address racial and economic inclusion of all of the region’s diverse populations.

CWP has a wide range of committees and community partnerships which support feedback loops and inputs to the organization’s vision and goals. CWP Board is over 50% composed of business representatives, and is composed of all major WIOA core partners and community representatives, and adopts and supports the organization’s goals and strategies. CWP’s One Stop Committee, Future Workforce Services Committee and other committees all provide review, input and adoption of critical organizational goals. The Consortium of Chief Elected Officials meet quarterly to review and update the WIOA plan and strategies.

CWP’s goals are consistent with its vision. CWP’s vision was formulated with input from CWP’s Development Committee with input from the Executive Committee and brought to the Board of Directors for review.

3. Describe the local area’s strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board.

See page 30, 31 - Vocational Rehabilitation, Adult Education and Literacy, and Temporary Assistance for Needy Families

See page 6 - Partner Roles and Contributions

See pages 18, 21, 24 – Goals 1, 2, 3 - Programs and Activities to Support Goals under each Goal.

4. Describe service strategies the LWDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups.

See page 30 – Vocational Rehabilitation

See page 6 - Partner Roles and Contributions

5. Describe how the LWDB’s goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency.

CWP’s goals are closely aligned with federal performance accountability measures.

- Goal 1: Improve employment outcomes for underserved populations – related to positive entered employment and earnings outcomes for adults with barriers and out of school youth.
- Goal 2: Improve access to recognized post-secondary credentials – related to increased credential rates.
- Goal 3: Collaborate regionally with partner organizations and employers to align programs and cultivate sector partnerships for in-demand industries – related to employer satisfaction and positive job-seeker outcomes.
- Goal 4: Continue to build out resources and engagement of business customers.
- Goal 5: Measure/report on programs and services to ensure transparency/accountability – related to tracking performance for continuous improvement.

6. Indicate anticipated local levels of performance for the federal measures.

CWP intends to negotiate WIOA performance levels that recognize the target populations served, a substantially larger number of enrollments into basic career services under the Adult program, and economic conditions in the region.

For purposes of this plan, anticipated local levels of performance for the primary indicators are:

Employment (Second Quarter after Exit)	
Adult	71.5%
Dislocated Worker	76.5%
Youth	76.5%
Employment (Fourth Quarter after Exit)	
Adult	69.5%
Dislocated Worker	77.0%
Youth	73%
Median Earnings (Second Quarter after Exit)	

Adult	\$5,200
Dislocated Worker	\$8,600
Youth	\$3,200
Credential Attainment Rate	
Adult	70.5%
Dislocated Worker	70.5%
Youth	72.5%

7. **Describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area.**

All CWP service provider contracts include performance metrics that are tied to the region’s WIOA performance goals and to CWP’s vision for quality service delivery. The contractor performance goals for PY 20 are shown in the charts below and will be aligned with the region’s negotiated performance targets.

Adult Contractor Goals

Performance measures will be calculated quarterly according to the procedures detailed below.

Schedule

Measures will be calculated quarterly and also cumulatively for the program year. Quarterly reports will be generated 30 days after the end of the quarter, on approximately the following dates (subject to change):

- 10/30/20, 1/30/21, 4/30/21, 7/30/21

WIOA Measures

Performance Requirements for Contract Compliance – Level 1 Goals	Goal FY20
WIOA Employment Rate at Exit	76%
WIOA Weekly Earnings at Exit	\$600
ITA Credential Rate (measured 30 days after completion)	72%
Online Training Credential Rate (measured 30 days after completion)	72%

The second level of performance is a set of benchmarks that measure progress toward CWP’s strategic vision of closing the skills gap and placing job seekers into employment at self-sufficiency wages. Contractor will be eligible to earn performance incentive payments for meeting these goals per a specified performance schedule.

Performance Benchmarks for Incentive Payments	
WIOA Payment Benchmarks	Goal
WIOA Employment Rate at Exit	80%
WIOA Weekly Earnings at \$670 at Exit	40%
ITA Credential Rate (measured 30 days after completion)	77%
Online Training Credential Rate (measured 30 days after completion)	77%

Youth contractor goals

Performance under this contract will be evaluated based upon the following:

- 100% of contracted number of youth to be served will be enrolled into the WIOA Youth program by the end of the third quarter of the program year
- 100% of youth who are vulnerable or in crisis within at least one domain in ETO’s life domain profile will be referred to a supportive service for each vulnerable or in crisis domain within two weeks of the ISS update
- 80% of youth will achieve a measurable skill gain for each program year they are enrolled in a training activity
- 80% of newly enrolled youth will begin an approved sector-based training within 90 days of their participation date
- 80% of youth who finish an approved sector-based training during the program year will receive a corresponding credential
- 40% of active participants will receive work experience by 3rd quarter of program year.
- 70% of the budgeted participant wage and fringe line item will be expended by the third quarter of the program year
- 80% of youth exited within the program year will be placed in education, advanced training, apprenticeships, or unsubsidized employment at exit

- i. 40% of youth who enter unsubsidized employment or apprenticeships, and are not enrolled in post-secondary education, will earn a wage of \$13.00 or more at closure
- j. 100% of required follow-up will be completed and documented within the required quarter
- k. 70% of respondents at exit will report feeling that their WIOA experience positively impacted their career opportunities according to the WIOA Youth Exit Survey

IV. Coordination of Services

1. Coordination with Partner Programs and Services

Describe how individualized career services will be coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, Adult Education and Literacy activities and TANF. Specify how the local area will coordinate with these programs to prevent duplication and improve services to customers.

To avoid duplication of services to customers, and better serve customers who have need for multi-agency support, CWP establishes Memoranda of Understanding (MOUs) with partner agencies to define roles and responsibilities.

Vocational Rehabilitation

CWP employs a Disability Resource Coordinator (DRC) who leads coordination of services for individuals with disabilities and implements project activities to improve education, training and employment opportunities and outcomes for youth and adults with disabilities who are unemployed, underemployed and/or receiving Social Security disability benefits.

A regularly scheduled "Access=Ability" workshop is conducted at the AJCs to inform individuals with disabilities of the wide array of services available through partners, and to advise them how to navigate the system to access those services.

The regional One-Stop system has strong partnerships and collaboration among key agencies; service coordination through an Integrated Resource Team; integrated services and resources, including blended, braided and leveraged funding and resources. Integrated Resource Teams address individual needs and provide increased support for jobseekers with disabilities.

An MOU is in place and Vocational Rehabilitation staff (ADS) are on site at the One-Stop weekly.

Adult Education and Literacy

CWP has established a One-Stop Adult Education Liaison position in its One-Stop career services contract. The liaison has scheduled hours at local adult education centers to connect students with the One-Stop system; he provides career and labor market information as well as orientation to the services available on-site at the comprehensive and affiliate centers.

CWP has also developed several contextualized boot camps integrating basic manufacturing skills with adult basic education skills training. The boot camps provide an on ramp to employment at local manufacturers and is an innovative practice that will be built on in the years ahead, considering other sectors.

An interagency referral process is in place that includes a release of information, streamlining information sharing in particular CASAS scoring. Adult Education providers are active participants in the One Stop Integration meetings. An MOU has been signed between CWP and DOE.

The CTDOL Deputy Commissioner and the JFES Unit Director have been very involved in the state's 2Gen Initiative. As a result, the CTDOL JFES unit is looking at the entire JFES program through the 2Gen lens and is pursuing a number of enhancements to the program that are in the spirit of 2Gen.

- **Family Centered Coaching:** The CT DOL Jobs First Employment Services (JFES) Unit is partnering with the Connecticut Association for Human Services for (1) 2 day training session on the topic of Family Centered Coaching. The training was held on October 21, 2019 and October 29th at the DOL Central Office in Wethersfield. The trainees include approximately 35 individuals, including the staff in the DOL Jobs First Employment Services Unit, representatives from each of the 5 Workforce Development Boards and some of their front line Jobs First program supervisors.

- Implementation of Financial Literacy Workshops for JFES participants: The CT DOL has partnered with the Connecticut Association for Human Services (CAHS) to provide the “Money Matters” financial literacy workshop to all JFES participants within 90 days of being granted Temporary Family Assistance (TFA), Connecticut’s cash assistance program. The workshops are facilitated by CAHS volunteers and are held in all of the AJCs across the state. The goal of the workshop is to help JFES participants take steps toward financial empowerment.

CWP is an integral partner and the convening organization for the Capital Area Adult Literacy Network, an adult literacy collaborative. The Network envisions a regional adult literacy system that offers:

- An enhancement and strengthening of an integrated adult education and workforce training system
- A coordinated continuum of literacy services that can meet the education and training needs of all adult learners.
- Connections to and support from “wrap-around” services such as childcare, counseling and other social services.
- Career pathways that lead to well-paying jobs with sustainable wages.
- Coordination, communication and collaboration among all providers of adult literacy services, employers and business leaders.

Temporary Assistance for Needy Families (TANF) – CWP’s Jobs First Employment Services (JFES)

The CTDOL Deputy Commissioner and the JFES Unit Director have been very involved in the state’s 2Gen Initiative. As a result, the CT DOL JFES unit is looking at the entire JFES program through the 2Gen lens and is pursuing a number of enhancements to the program that are in the spirit of 2Gen. See also: Family Centered Coaching and Implementation of Financial Literacy Workshops for JFES participants under Adult Education and Literacy on page 30.

CWP’s JFES program is coordinated with the CT DOL and Department of Social Services (DSS). The JFES program provides employment services to time-limited recipients of Temporary Family Assistance (TFA), the state cash assistance program for needy families within the TANF block grant. JFES activities are designed to move the hardest-to-employ recipients rapidly and effectively into employment and toward self-sufficiency. The JFES program is fully integrated into the One-Stop system; the One-Stop contractors, EDSI, serve both TANF and WIOA customers. JFES career services include case management, job search assistance, vocational education, subsidized employment, adult basic education and/or employment-related support services such as transportation and child care assistance.

CWP and CTDSS will explore opportunities to coordinate services beyond TANF. CTDSS delivers a wide variety of services to children, families, adults, people with disabilities and the elderly, including health care coverage, food and nutrition assistance, child support services, independent living services, energy assistance, and program grants. (See Attachment VII for goals specific to CTDSS TANF and JFES program).

2. Coordination with Economic Development Activities

Provide a description of how the local board will coordinate workforce investment activities carried out in the local area with economic development activities.

CWP works closely with the Department of Economic and Community Development (DECD) and CT DOL in support of their state-driven programs, e.g., Incumbent Worker Training. CWP also fosters relationships with local economic development agencies to respond to the needs of employers that are, or are considering, locating or expanding in towns within the region. Services might include customized recruitment activities or job fairs targeted to employers receiving financial or administrative assistance from DECD or a town.

CWP works with the Governor’s Workforce Council and Industry Partnerships to support linking workforce development to various economic development growth opportunities. CWP is a lead stakeholder involved in the CRCOG Comprehensive Economic Development Strategy (CEDS) Implementation Committee. CWP also works with regional Chambers of Commerce to engage area business needs around workforce development.

CWP’s Capital Area Pipeline Partnership (CAPP) also engages several economic development organizations including the Connecticut Economic Resource Corporation (CERC), MetroHartford Alliance and the Connecticut

Center for Advanced Technology in its work. CWP also engages DECD through the One Stop/AJC business services unit, with DECD, DOL and CWP supporting employer engagement.

3. Coordination of Education and Workforce Development Activities

Describe how the LWDB will coordinate education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services.

CWP works closely with the community colleges in the region, namely Asnuntuck, Capital, Manchester, and Tunxis, holding regular leadership meetings with the college deans to ensure training and courses align with employer needs and are labor market-driven. In addition, it collaborates with the region's technical high schools to offer post-secondary vocational training courses. The Enfield One-Stop Center is located at Asnuntuck Community College, and the Bristol One-Stop Center is co-located at Tunxis Community College.

CWP plays a variety of roles, e.g., leader, convener, backbone and/or supporter, relative to education and workforce investment activities carried out in the region by numerous organizations, which frequently include local adult education providers, the regional education council, community colleges, regional vocational technical high schools, and community based organizations.

CWP works with the Connecticut State Colleges & Universities (CSCU) to develop partnership work around employment and training programs, including pre-apprenticeship, apprenticeship, individual training accounts and other workforce development strategies. CWP works with local school districts on the Summer Youth Employment and Learning Program (SYELP), pre-apprenticeships and other work-based learning programs. CWP also works with the Connecticut Technical Education and Career System (CTECS) around pre-apprenticeship and other work-based learning systems. CWP is the backbone for the Hartford Work-Based Learning Network, and supports the Governor's Work-Based Learning Committee. CWP supports targeted dual-track education and training programs through its career pathway work and out-of-school and in-school youth employment programming.

4. Coordination of Transportation and Other Supportive Services

Describe how the LWDB will coordinate workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area.

In the North Central region, workforce transportation resources have been invested in subsidies for public bus service. Payment for transportation for individual workers or job-seekers is based on need and is provided by CWP via WIOA funds. CWP also secures private funds to provide supportive services to specific target populations, including ex-offenders and individuals experiencing homelessness.

CWP adult programs support transportation vouchers and bus passes for participants in need of transportation. Funding sources such as CHEFA and other competitive grant programs provide transportation support. CWP WIOA youth programs provide transportation.

5. Coordination of Wagner-Peyser Services

Provide a description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services.

CWP and CTDOLE are co-located at the comprehensive One-Stop center, and have a strong working partnership that promotes a seamless operation, enhancing access to program services and long-term employment outcomes for both job seekers and employers. Programs and services are integrated where feasible by jointly serving common customers, supporting interagency in-service training, and providing information and services that most directly meet the customer's needs. Wagner-Peyser services are overseen by the local Job Center Director, who is a member of the CWP Board and One-Stop Committee, and meets regularly with both CWP and WIOA Title I contractor staff to ensure that service provision is coordinated and effective.

The MOU between CWP and DOL documents an agreement to coordinate the delivery of services and activities to:

- Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- Promote information sharing and coordination of activities to improve the performance of the One Stop/AJC system in part through the use of data access agreements.
- Promote the development and implementation of a more unified system of measuring program performance and accountability.

Both organizations agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer focused comprehensive delivery system.
- Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed, including access to technology and materials, are made available through the One-Stop/AJC system.
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiency and effectiveness.
- Develops collaborative relationships with a network of other agencies and partners in the local/regional area.

6. Coordination of Adult Education and Literacy

Describe how the LWDB will coordinate workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board will carry out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under Title II.

CWP works with and supports adult education programs in coordination with CSDE supporting projects using Title II, WIOA funds. CSDE conducted a new competition in April 2017 with CWP supporting several adult education providers who applied for and were awarded funding to offer training programs which aligned with their local workforce development boards' identified industry sectors. Certification programs include manufacturing, health occupations and other occupations.

CWP utilizes an AJC Adult Literacy Coordinator, and ,the Capital Adult Literacy Network described in 5.1 as the vehicle for coordination of Adult Education activities. CWP will continue to coordinate with the Connecticut Department of Education to ensure that the workforce development board is included in future Title II procurement process.

7. Cooperative Agreements

Provide a description of the replicated cooperative agreements (as defined in WIOA section 107(d)(11)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

CWP will work with CTDOL and DORS to replicate the cooperative agreement(s) in place at the state level.

VI. Description of Program Services

1. System Description

Identify the programs that are included in the system and how LWDB will work with the entities carrying out core programs and other workforce development programs to support alignment in provision of services.

Adult Workforce Development Activities

- American Job Center – One Stop Services: AJC system is a partnership of organizations, working as a team, to promote a universal approach to providing effective workforce assistance to job seekers and businesses.

- Through the AJC system, job-seekers are connected to the core partner programs including Wagner-Peyser, Trade Act, Unemployment Insurance, Veterans' Employment Services, Vocational Rehabilitation, Adult Education, and TANF Employment Services.
- Wagner-Peyser, Trade Act, Unemployment Insurance, and Veterans' Employment Services are coordinated and aligned through the Comprehensive AJC and the shared online case management system, CTHires.
- Vocational rehabilitation services are coordinated and aligned through the Disability Resource Coordinator who leads staff training, the Access=Ability workshop, the Integrated Resource Team process and VR counselors are on site on a weekly basis.
- Adult education services are coordinated and aligned through, the One-Stop Adult Education Liaison, and participation by CSDE staff on the One-Stop Committee and CWP Board.

TANF employment services are coordinated and aligned through the Jobs First Employment Services Program and the regular regional partnership meetings; SNAP Employment and Training, Child Support and Community Services Block Grant (CSBG) services will be coordinated and aligned.

Job-seekers are connected to other CWP programs through the AJC, including:

- *Mortgage Crisis Job Training Program (MCJTP)*: a training and job placement program open to individuals who are at risk of default.
- *Trade and Economic Transition National Dislocated Worker grant*: A 2-year USDOL funded program to help dislocated workers transition into careers in healthcare, manufacturing, construction, IT, and transportation/logistics.
- *Best Chance*: a state-funded contextualized education and training program for ex-offenders.
- *Jobs Funnel*: a pre-employment/pre-apprenticeship program for individuals interested in construction and energy-related trades.
- *Opportunity Youth Career Pathways*: programs funded through WIOA include contextualized learning and occupational skills training in CWP's target sectors: healthcare, manufacturing, construction and energy.

2. **Sub Grants and Contracts**

Provide a description of the competitive process to be used to award subgrants and contracts in the local area for WIOA-funded activities and the services to be made available.

CWP will adhere to the policies contained in the CWP Standard Operating Procedures for Procurement and Contracting as approved by the Finance & Audit Committee and Board of Directors. CWP uses a competitive Request for Proposal process to solicit and select providers of WIOA Adult, Dislocated Worker and Youth services, and awards cost reimbursement contracts that include performance accountability measures.

CWP strives to have the highest quality standard of business practices. These procedures and subsequent revisions and updates reflect CWP's commitment to procuring quality and cost effective goods and services while adhering to state and federal laws and regulations and protecting the public and private investors' trust.

To ensure that the appropriate goods and services are obtained in a fair, uniform, cost effective and efficient manner that is compliant with the applicable provisions of State and Federal statutes, regulations, executive orders, CWP Table of Authorities and CWP's procurement policies and procedures.

3. **Expanding Access to Employment**

Describe how the local board, working with entities carrying out core programs, will expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to recognized postsecondary credential.

CWP's one-stop service delivery model is designed to maximize co-enrollment in WIOA Title I and Title III (Wagner-Peyser), and in other education and training programs that meet individual customer needs, such as WIOA Title II and local adult literacy programs, WIOA Title IV and other vocational rehabilitation programs, apprenticeship and pre-apprenticeship training, post-secondary middle skill certificate programs, and state and privately-funded employment and training programs.

CWP has adopted a career pathways model as the strategic framework for its plan. CWP has created a strategic career pathway framework for its core work; its operational programs will be implemented based on this framework.

- The career pathways system will provide a continuum of skill development aligned with documented employer needs; individuals will progress along the pathway toward the goal of achieving middle skill jobs.
- CWP's career pathways system provides opportunities to a wide array of job-seekers, including those with disabilities, low income/low-skilled individuals, dislocated workers, ex-offenders, and opportunity youth.
- Through this framework, CWP will build a coordinated workforce system that aligns services among community, local and state resources to prepare job-seekers with the necessary skills to ensure that employer workforce needs are met.

4. Key Industry Sectors

Identify how the LWDB plans to better align its resources to support and meet the training and employment needs of key industry sectors in the local area. Describe policies adopted or planned for aligning training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations.

CWP continually uses analytical tools (Economic Modling Specialists International – Emsi -, CT DOL, and Burning Glass) to analyze industry and occupational trends to identify targeted in-demand industries and occupations. This data and analysis is used in its annual ITA review to assist in determining where to guide ITA applicants and where to focus CWP resources. In addition, CWP produces quarterly one page occupational overviews which identify occupations focused on middle skills, as well as openings, earnings, education levels among other attributes, and other industry-focuses analyses.

5. Industry Partnerships

Describe how the LWDB will identify and work with key industry partnerships where they exist within the local area, and coordinate and invest in partnership infrastructure where they are not yet developed.

CWP has used the analytical tools mentioned above to define its focus on the healthcare, advanced manufacturing and construction/energy sectors. Industry partnerships have been convened as described in Goal 3 on pages 25-26. Through these partnerships, CWP works with employers to identify areas of job growth opportunities, skills needed for those jobs, and related training support programs. It uses this knowledge, along with labor market information and local employment data to define its targeted sector approach which is focused on healthcare, advanced manufacturing and construction/energy. It is also developing a targeted focus on IT occupations.

6. In-demand Training

Describe the process utilized by the local board to ensure that training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate.

CWP continually uses analytical tools (Economic Modling Specialists International – Emsi -, CT DOL, and Burning Glass) to analyze industry and occupational trends to identify targeted in-demand industries and occupations. This data and analysis is used in its annual ITA review to assist in determining where to guide ITA applicants and where to focus CWP resources. In addition, CWP produces quarterly one page occupational overviews which identify occupations focused on middle skills, as well as openings, earnings, education levels among other attributes, and other industry-focuses analyses.

7. Employer Engagement

Describe the strategies and services that will be used in the local area to:

- A. facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
- B. support a local workforce development system that meets the needs of businesses in the local area;
- C. better coordinate workforce development programs and economic development; and
- D. strengthen linkages between the one-stop delivery system and unemployment insurance programs.

CWP has created an employer engagement plan that supports the vision of a job-driven workforce system by creating a strategy to build a seamless cross-program environment driven by employer needs. This effort will

include CWP staff and its core network of partners, including the AJCs and CT DOL. The plan emphasizes partnerships with employers above transactional relationships, seamless coordination of services offered by various partners, consistent communication and marketing efforts, and staff development.

Business Engagement Strategies to Support Goal

- **Sector Partnerships:** Partnerships, including MACH and AMEP, ensure that CWP’s work is business driven. They inform our outreach strategy, are a core network of business customers and strong advocates of the workforce systems.
- **Regional business services team coordination:** CWP and AJC business services representatives, sector coordinators, and staffing specialists comprise a larger regional business services team that provides coordinated services to employers through various youth, adult, and specialty programs. CWP staff will co-chair the regional business services coordination team, including partners from the AJCs, CT DOL, Adult Education sites, DORS, the Community Colleges, the Department of Economic and Community Development, youth programs, and various community based organizations.
- **Capacity Building.** Maintain partnerships with various chambers of commerce and local economic development partners to reach additional small and medium sized businesses, maintain an important communication channel with local business communities, and increase capacity to promote recruitment fairs, hiring events, and similar activities. Perform research on web-based resources that can be offered at no cost to businesses.
- **Technology and Evaluation:** Fully utilize and align ETO and CT Hires to integrate business services with job seeker and case management functions. These platforms will track business profiles, services delivered, recruitment efforts, job referrals, job placement, job retention, position fill rates. and allow management of relationships and contacts.

8. Priority for Services

Describe the local policy and procedures that have been established to give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services and training services in the Adult program.

CWP is strongly committed to serving job-seekers who are under-represented or under-utilized in the workforce, including individuals with disabilities, ex-offenders, and long-term unemployed individuals. It is CWP’s policy to grant priority for individualized career services and training services funded with Title I Adult funds to:

- Recipients of public assistance
- Other low-income individuals
- Individuals who are basic skills deficient
- Individuals with a disability whose own income meets the low income criteria, regardless of total family income
- Ex-offenders
- Veterans and spouses of certain veterans as defined in the Jobs for Veterans Act will have priority over non-veterans when all other criteria are met

See Attachment IX – Adult Priority of Service

See Attachment X – Adult Priority of Service

9. Training Services

Describe how training services will be provided, including, if contracts for training services are to be used, how such contracts will be coordinated with the use of ITAs.

Training services are provided through Individual Training Accounts (ITAs). CWP uses a competitive scholarship process to award ITAs. Factors considered in awarding ITAs include:

- Labor market demand for selected occupation
- Alignment of applicant’s interests, aptitudes, existing skills, and educational and employment background with selected occupation
- Applicant’s demonstrated readiness to complete training and commitment to search for and accept employment in the selected occupation

- Veterans' priority
- CWP does not plan to contract for training services at this time.

10. Customer Choice

Describe processes utilized by the local board to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided.

WIOA customers will choose from among eligible training providers and programs listed on the State of Connecticut ETPL that offer training programs in demand occupations as described in this policy. The current list of priority occupations will be provided to potential scholarship applicants. Customers are informed of the ITA process through a special informational workshop, STYLE: Skills Training for Your Lifelong Employment.

A customer may select any WIOA-approved education and training program if he or she meets all other criteria relating to initial and subsequent eligibility for such educational and/or training services. Individuals seeking WIOA funded assistance have the freedom of "customer choice" in selecting the training program that best fits their personal and career needs as determined through the North Central scholarship process.

11. Individual Training Accounts

Describe the process and criteria for issuing Individual Training Accounts (ITAs).

- A. Describe any ITA limitations established by the board.
- B. Describe any exceptions to the use of ITA.

It is CWP policy to award ITAs through a competitive scholarship process, and to limit ITAs to programs that offer training and credentials in occupations in demand in the North Central region's labor market. The maximum funding for each scholarship is \$7,500 effective July 1, 2015. The funding limit is subject to review and revision by the CWP One-Stop Services Committee.

CWP maintains a list of demand occupations eligible for ITA funding. This list is based on the labor market analysis conducted as part of CWP's annual strategic planning process; it will be updated annually. Occupations with projected growth and/or significant job openings and starting wages equivalent to at least 200% of federal poverty level are placed on the list. CWP assigns high and moderate priority to each occupation based on the potential wages and the levels of projected growth and/or job openings. WIOA customers will choose from among eligible training providers and programs listed on the State of Connecticut ETPL that offer training programs in the occupations on the list described in this policy.

The eligibility criteria for individuals are:

- Eligible for WIOA Dislocated Worker or Adult program; Adults must meet priority of service.
- High school graduate (including GED holder).
- Passing score on scholarship application.
- The factors in the scholarship application include:
 - Priority ranking of occupation selected by applicant
 - Alignment of applicant's background, transferable skills, aptitudes and interests with the occupation/industry
 - Applicant's awareness of the occupation/industry
 - Applicant's readiness to enter, remain in, and complete training

Exceptions to the use of ITAs will be made when there is substantial, simultaneous labor market demand for a particular occupation that cannot be met by a provider or program currently on the ETPL.

12. Enhancing Apprenticeships

Describe how the LWDB will enhance the use of apprenticeships to support the local economy and individuals' career advancement. Describe how job seekers are made aware of apprenticeship opportunities in the area's career centers.

CWP supports CT DOL's statewide apprenticeship training program on a regional basis. These efforts support CWP's focus on training and development leading to self-sustaining wages on a career pathway.

CWP in collaboration with CT Center for Advanced Technology, CT DOL, CT Department of Labor Office of Apprenticeship and East Hartford Public Schools, piloted a pre-apprenticeship program in 2018 to prepare 40

East Hartford high school seniors and East Hartford out of school youth with skills needed for entry level manufacturing careers. Upon completion of the program, participants will receive two credentials, employment in manufacturing or placement in apprenticeship or postsecondary education.

CWP has significantly built upon this pilot program within its Apprenticeship Connecticut Initiative programming, conducted with \$2.2 million in support from the CT DOL Office of Apprenticeship and Training. This initiative will provide pre-apprenticeship and industry credential-based training over the next four years in the North Central region in the Manufacturing, Healthcare, and Construction sectors, with 150 in-school youth and 140 adults to be trained in the Manufacturing sector, 124 adults to be trained in the Healthcare sector, and 60 adults to be trained in the Construction sector.

13. Other Program Initiatives

Describe the services to be provided that may include the implementation of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies career pathway initiatives, utilization of effective business intermediaries, and other initiatives in the support of the board's vision and strategic goals.

See Goals and Strategies - Section III

14. Service Provider Continuous Improvement

Describe the LWDB's efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list.

CWP is committed to improving its One-Stop system on an on-going basis through staff development, the creation of new techniques and strategies to serve a diverse range of job seekers, and the innovative use of technology to improve and expand services to job seekers, and businesses and to manage program delivery and design.

CWP will work with CTDOL on review and evaluation of training provider performance and the provision of technical assistance to ETPL providers. CWP meets regularly with contracted services providers to promote and share best practices, and supports membership in and credentialing by professional associations for contractor staff.

15. Youth Program Design

Describe the design framework for youth programs in the local area, and how the 14 program elements required in §681.460 of the proposed WIOA regulations are to be made available within that framework.

CWP contracts with community-based organizations that can provide the 14 WIOA youth service elements either directly through the contractor (provider) or through a referral to a partner agency. This is the foundation of CWP's Career Pathway Model which ensures wraparound supportive services to meet youth needs regardless of where they are in their training process. CWP partners with organizations that employ high-quality youth development staff with experience in positive youth development. CWP will also implement a required number of yearly professional development training hours based on the 14 elements for all WIOA Youth staff. The WIOA youth service elements are also included in each contract and monitored for compliance via our data management system and regular check-ins by CWP staff.

A. Definition of the term "a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society." Describe how the local board defines whether a youth is unable to demonstrate these skills well enough to function on the job, in their family, or in society and what assessment instruments are used to make this determination. 20 C.F.R. §681.290.

CWP defines a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society as a youth that scores at or below a 235 on the CASAS (Comprehensive Adult Student Assessment Systems) reading scale and at or below a 235 on the CASAS math scale.

See Attachment XI – Youth Priority of Service

B. Definition of "requires additional assistance." Describe how the local board defines the term "requires additional assistance" used in determining eligibility for WIOA-funded youth programs. Additional assistance

due to one of the following: youth of color who is a child of a single parent, youth of color who is a child of parents without postsecondary education, young victim of violence/assault or exposed to violence/assault, and young male of color.

16. Rapid Response

Provide a description of how the LWDB will coordinate workforce development activities in the local area with rapid response activities.

Representatives from the One-Stop Centers’ career services provider, EDSI, work closely with their CT DOL counterparts as part of the Rapid Response Team. The Rapid Response Team conducts, prior to layoffs, “Early Intervention” sessions where employees can learn about unemployment benefits, job search assistance, and training opportunities.

V1. Response to COVID-19

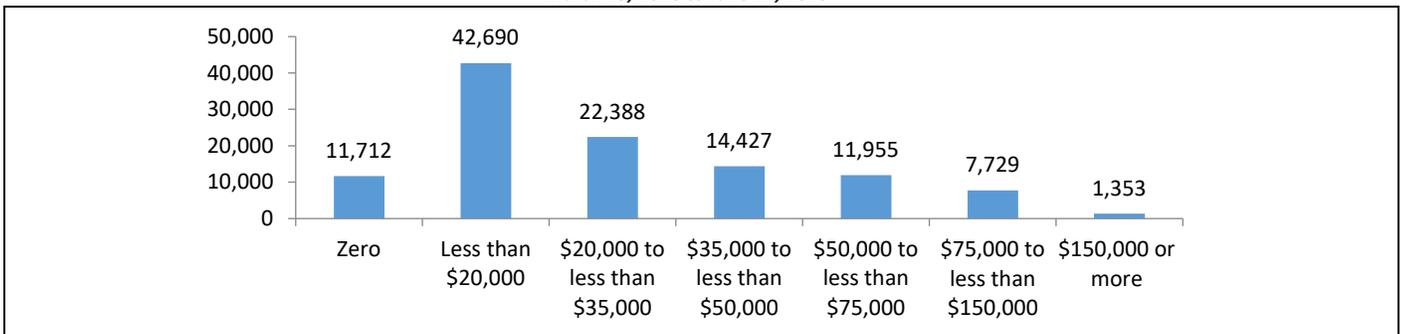
Please address the following in response to the COVID -19 public health emergency.

1. Describe the economic and workforce impact this event has had on your local area.

The COVID pandemic has forced CWP to reevaluate its approach in this economic environment and workforce delivery. It has also resulted in an unprecedented number of dislocated workers. This pandemic has seen more separations within the lower wage, lower educated workgroups.

Processed Initial Claims by Annual Wage - North Central Region

March 15, 2020 to June 21, 2020



Source: CT DOL

The unemployment rates had been gradually fallen since the Great Recession to 3.8% for the North Central Region and 3.7% for Connecticut. However, recent data, June 2020, shows the unemployment rate has increased to 10.0% in Connecticut and 10.1% in the North Central Region (not seasonally adjusted) during the pandemic environment.

The shortage of childcare supports that has arisen due to the pandemic has created a gap in job seekers’ abilities to secure offsite employment. In addition, some individuals, in the short term, have opted to remain unemployed as unemployment benefits outweigh the benefits of employment. This is adding challenges to recruitment and placements as some dislocated workers are not currently actively seeking employment.

As a result of the pandemic, the AJC implemented a Call Center to assist job seekers and employers virtually.

2. Describe any new service delivery strategies and partnerships you have implemented or have plans to implement following this crisis.

- Implementation of the AJC Call Center to assist both job seekers and employers.
- Virtual intake using the WIAO Pre-application in CTHires to enroll new participants.
- Virtual Career and Job Readiness Services to assist current WIOA Adult and Dislocated Workers.
- Creation of an emergency jobs board on CWP website to supplement employers efforts to recruit through CT Hires and other channels to rapidly reconnect job seekers to open positions.
- Creation of workshops and resources to support job seekers in preparing for virtual/online interviews.

CWP will also be a member of the Capital Region Council of Government (CROG)’s Recovery Committee, supporting COVID Recovery strategies. In addition to this CWP is working with the Governor’s Workforce

Council to support the COVID Recovery responses including youth, opportunity youth, dislocated workers and other priority populations. See next section for a further description.

3. Describe any new related training and supportive services needs you have identified in your region and highlight any plans to address these needs.

Through its business services staff, CWP has implemented weekly virtual Healthcare, Manufacturing, and IT orientation information sessions to job seekers.

CWP and a number of municipalities, community-based organizations, and educational providers are working to support related workforce development needs for community health workers, public service workers and other occupations. The focus of CWP efforts would be local Opportunity Youth populations and those recently dislocated from employment due to the pandemic, who would serve in a variety of multi-purpose roles related to public health and community vitality. Working with the Governor's Workforce Council, CTDOL and other stakeholders, CWP and these partnerships have successfully been working on several initiatives, including:

The COVID-19 Disaster Recovery Dislocated Worker Grant (DWG) Program

CWP will work with the Connecticut COVID-19 Disaster Recovery efforts to address COVID related needs by training and deploying unemployed Connecticut residents to perform clean-up and sanitation jobs, provide humanitarian assistance services, and perform jobs that promote social distancing. The COVID-19 Disaster Recovery DWG will work to curb the spread of COVID-19 by promoting contact tracing and appropriate social distancing practices and ensuring that public buildings are properly cleaned and sanitized.

Governor's Summer Youth Employment Initiative, CARES Act, 2020 (CAYEP) to Address the Health Impact of the COVID-19 Pandemic on Vulnerable Populations

CWP received funds from the Governor's Summer Youth Employment Initiative, CARES Act Youth Employment Program, a youth workforce initiative supported by federal Coronavirus Aid, Relief and Economic Security (CARES) Act funds. This program is aligned with local WIOA plans, local health sector strategies and the State in developing the future workforce while addressing the pandemic response. The project will serve youth ages 16 to 24.

CT CARES Workforce Training Innovation Fund

CWP will support several skills training programs including healthcare, construction, financial and IT to supported the high number of dislocated workers getting back into the workforce. The first CARES Skills Training Act will involve a six month training program, which will be completed by December 31st, and also serves as a framework for future COVID Recovery training programs. CWP Industry Partnerships with MACH, Jobs Funnel and other sector partnerships provide the framework for the training.

CWP Youth Programming

CWP Youth Programming is utilizing virtual and remote training to support COVID related activities. This includes new partnerships with Year Up's Career Labs and local providers who are also partnering with various customized remote training options. New COVID related mental health supports and other support services are being utilized.

4. Describe the steps and partner coordination that will be taken to reopen the American Job Centers in your region to staff and customers.

The North Central region will open its AJCs in phases. PPE has been purchased and a cleaning and sanitizing schedule will be established for each site. The AJC sites will be reconfigured the week of July 24th to ensure social distancing requirements and the safety and security of staff and customers. CWP will re-open six AJC sites and the satellite at Hartford Public Library. AJC staff are set to return to their locations the week of August 3rd on a staggered schedule with no more than 50% of staff onsite at a time.

AJC staff will begin to see customers on site for scheduled appointments only the week of August 17th. Virtual services will remain in place for job seekers and employers. CWP's return to work timeline was coordinated with its community college partners for the reopening of the sites housed on their campuses. Referrals to our state partner agencies will continue to be made via phone and email.

Attachments

Attachment I - Capital Workforce Partners Chief Elected Officials

Town	Title	First Name	Last Name	Email
Andover	First Selectmen	Jeff	Maguire	jmaguire@andoverct.org
Avon	Town Council Chair	Heather	Maguire	hmaguire@avonct.org
Berlin	Mayor	Mark	Kaczynski	mkaczynski@town.berlin.ct.us
Bloomfield	Mayor	Suzette	Brown	sbrown@bloomfieldct.org
Bolton	First Selectmen	Sandy	Pierog	spierog@boltonct.org
Bristol	Mayor	Ellen	Zappo-Sassu	mayoroffice@bristolct.gov
Burlington	First Selectmen	Theodore	Shafer	shafer.t@burlingtonct.us
Canton	First Selectmen	Robert	Bassel	rbassel@townofcantonct.org
East Granby	First Selectmen	James	Hayden	jimh@egtownhall.com
East Hartford	Mayor	Marcia	Leclerc	mleclerc@easthartfordct.gov
East Windsor	First Selectmen	Jason	Bowsza	jbowsza@eastwindsorct.com
Ellington	First Selectwomen	Lori	Spielman	lspielman@ellington-ct.gov
Enfield	Mayor	Michael	Ludwick	mludwick@enfield.org
Farmington	Town Manager	Kathy	Eagen	eagenk@farmington-ct.org
Glastonbury	Council Chairman	Thomas	Gullotta	thomas.gullotta@glastonbury-ct.gov
Granby	First Selectmen	Scott	Kuhnly	skuhnly@granby-ct.gov
Hartford	Mayor	Luke	Bronin	luke.bronin@hartford.gov
Hebron	Council Chair	Daniel	Larson	dlarson@hebronct.com
Manchester	Mayor	Jay	Moran	jmoran@manchesterct.gov
Marlborough	First Selectmen	Gregory	Lowrey	firstoffice@marlboroughct.net
New Britain	Mayor	Erin	Stewart	Mayor@NewBritainCT.gov
Newington	Mayor	Beth	DelBuono	bdelbuono@newingtonct.gov
Plainville	Council Chair	Katherine	Pugliese	katpug01@gmail.com
Plainville	Town Manager	Robert E.	Lee	relee@plainville-ct.gov
Plymouth	Mayor	David	Merchant	mayor@plymouthct.us
Rocky Hill	Mayor	Lisa	Marotta	lmarotta@rockyhillct.gov
Simsbury	First Selectmen	Eric	Wellman	ewellman@simsbury-ct.gov
Somers	First Selectmen	Bud	Knorr	bknorr@somersct.gov
South Windsor	Town Manager	Michael	Maniscalco	michael.maniscalco@southwindsor.org
Southington	Chairwoman	Victoria	Triano	vtriano@southington.org
Stafford Springs	First Selectmen	Mary	Mitta	firstselctman@staffordct.org
Suffield	First Selectwoman	Melissa	Mack	mmack@suffieldct.gov
Tolland	Town Manager	Michael	Rosen	mrosen@tolland.org
Vernon	Mayor	Daniel	Champagne	dchampagne@vernon-ct.gov
West Hartford	Mayor	Shari	Cantor	Mayor@westhartfordct.gov
Wethersfield	Town Manager	Michael	Rell	michael.rell@wethersfieldct.org
Windsor	Mayor	Peter	Souza	townmanager@townofwindsorct.com
Windsor Locks	First Selectmen	J. Christopher	Kervick	ckervick@wlocks.com

Attachment II – Intergovernmental Consortium Agreement

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT BY AND AMONG THE MUNICIPALITIES OF

ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON, CANTON, EAST GRANBY, EAST HARTFORD,
EAST WINDSOR, ELLINGTON,
ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON, MANCHESTER, MARLBOROUGH, NEW BRITAIN,
NEWINGTON, PLAINVILLE, PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR,
SOUTHINGTON, STAFFORD, SUFFIELD, TOLLAND, VERNON,
WEST HARTFORD, WETHERSFIELD, WINDSOR AND WINDSOR LOCKS.

THIS IS AN AMENDMENT TO THE INTERGOVERNMENTAL CONSORTIUM AGREEMENT (the “Agreement”), entered into by and among the above-captioned municipalities (the “Municipalities”) in or about 2003. The Municipalities (sometimes hereinafter individually a “Party” and collectively the “Parties”) collectively constitute the North Central Connecticut Workforce Development Area (the “Local Area”).

WITNESSETH

WHEREAS, each of the Municipalities of the Local Area entered into the Agreement pursuant to the Connecticut General Statutes, in order to form the Local Area under the Workforce Investment Act (hereinafter “WIA”) and implement a local workforce system for the Local Area; and

WHEREAS, on July 14, 2014 the United States Congress enacted the Workforce Innovation and Opportunity Act, (hereinafter “WIOA”) which replaced WIA; and

WHEREAS, WIOA requires chief local elected officials to reaffirm their intent to continue as a local workforce area and to seek designation as a workforce area from the State of Connecticut (the “State”); and

WHEREAS, each of the Municipalities desires to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to their constituents by reaffirming their desire to remain a member of the consortium (the “Consortium”) created pursuant to the Agreement and which additionally constitutes the Local Area;

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and understand as follows:

ARTICLE I: AMENDMENT PURPOSE

It is the purpose of this Amendment to re-affirm and restate the duties, powers, and obligations of the Consortium of the Local Area under the Agreement, in order to be in compliance with WIOA.

ARTICLE II: PARTIES TO THIS AMENDMENT AND INTENT OF THE PARTIES

- a. Each signatory hereof on behalf of a Municipality represents and warrants that he or she has the necessary authority to execute this Amendment to bring the Agreement into compliance with WIOA as it applies to local workforce development areas consisting of multiple units of local government. Each Party through its signatory represents and warrants that it has: (i) complied with any and all municipal and other applicable requirements for amending and restating the Agreement; (ii) becoming a member of the Consortium; and (iii) designating a Representative (as hereinafter defined) to serve and act on the Municipality's behalf. Further, each Party has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to execute this Amendment, as evidenced by the signature of the signatory for such Party which is affixed to the execution pages of this Amendment.
- b. On and after the Effective Date (as hereinafter defined), each Party shall be represented by either its chief elected official or another elected official appointed by such Party, to represent such Party for all purposes hereof (in either case, its "Representative").
- c. The Parties agree that upon its execution by each Party, this Amendment shall be effective as of July 1, 2015 (the "Effective Date"), and that upon such execution and on and after the Effective Date, the term "Agreement" shall mean and refer to the Agreement as amended and restated by this Amendment. The Parties also agree that the Agreement as so amended and restated shall constitute an "agreement" pursuant to Section 107(c)(1)(B) of WIOA.

ARTICLE III: TERM

- a. The Agreement (as amended hereby) shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1st for successive one-year terms, unless or until
 - i. The governor of the State (the "Governor") re-designates the Local Area,
 - ii. The date that is forty (40) years after the Effective Date, or
 - iii. Any Party withdraws from the Consortium by giving written notice to the other Parties, at least ninety (90) days prior to the end of a program year for receipt of federal workforce funds.
- b. If any Party so withdraws from the Consortium, the Agreement shall be modified to reflect the withdrawal of such member. The pertinent Municipality shall remain liable for its pro-rata share of obligations under the Agreement prior to the effective date of such Party's withdrawal.
- c. The Agreement shall remain in full force and effect until such time as the Governor has been notified and has taken such action as is appropriate to address designation and services issues for the Local Area.

ARTICLE IV: ORGANIZATION

- a. Consortium Membership and WIOA Chief Elected Official Designation
 - i. Each Representative of a Party shall be either: (a) the chief elected official of his or her respective Municipality; or (b) an elected official designated by such Municipality's governing body to serve as such Municipality's "Chief Elected Official" for the purposes required under WIOA.

- ii. The Chairperson of the Consortium (as hereinafter described) shall serve as the “Chief Local Elected Official” of the Local Area for all WIOA purposes during his or her of term of office.
- b. Officers of the Consortium, Election of the Officers and Creation of a Council of Elected Officials to Act on Behalf of the Consortium for the Purpose of Conducting WIOA and WIOA-Related Business

- i. The Officers of the Consortium (the “Officers”) shall be a Chairperson and a Vice Chairperson. The Officers shall be elected by the Council of Elected Officials (as hereinafter defined) from among the Representatives, and shall serve for a two year term beginning January 1 of every even-numbered year. Elections shall be held once every two years following July 1, 2015 in December of each odd-numbered year, to follow municipal elections occurring in November of such years.
- ii. Notwithstanding Section (b)(i) above, the Parties agree that the Officers for purposes of this Agreement and initial WIOA implementation shall be the Mayor of East Hartford, who shall serve as Chairperson, and the Chairman of the Town Council of Glastonbury who shall serve as Vice Chairperson.
- iii. The term of office of the initial Officers described in Section (b)(ii) above shall begin on the Effective Date and shall extend through December 31, 2017.
- iv. In order to be able to conduct its business in an efficient and effective manner the Consortium recognizes that it may be a challenge to assemble a majority of the Consortium for regularly scheduled meetings in a manner that accommodates all thirty-seven Municipalities. To that effect the Consortium hereby designates from among its membership the Representatives of the following nine (9) Municipalities to serve as the Council of Elected Officials (the “Council”) for purposes of conducting business on behalf of the Consortium following the execution of this Amendment and appointment of the initial Officers:

Bloomfield
Bristol
East Hartford
Enfield
Glastonbury
Manchester
New Britain
Plainville
Windsor Locks

- v. The Chairperson and the Vice Chairperson of the Consortium shall also serve as the Chairperson and Vice Chairperson of the Council.
- vi. The Council shall elect the Chairperson and Vice Chairperson in accordance with the schedule described in Section b (i) above, based upon a simple majority of the members of the Council constituting a quorum, once a quorum has been seated at its biannual December election meeting.
- vii. Council members shall serve until replaced. If any Council member wishes to resign from the Council, such member shall provide written notice of such resignation to the Chairperson. Upon receipt of such notice, the Chairperson shall solicit for a replacement to the Council from the Consortium; alternatively, the Chairperson may nominate such replacement. In either case, the Council shall elect such replacement member at its next regular meeting, by a simple majority vote of a quorum.

c. Duties of the Chairperson

- i. The Chairperson shall call regular and special meetings of the Consortium and of the Council. The Chairperson shall have the right to vote on all matters which may come before the Consortium and of the Council.
 - ii. The Chairperson shall be a member of all Council committees (as hereinafter described), and may vote on all matters which may come before the Consortium and the Council.
 - d. Duties of the Vice Chairperson
 - i. At the request of the Chairperson or in the absence of the Chairperson, or during the Chairperson's inability to act, the Vice Chairperson shall assume the powers and duties of the Chairperson.
 - ii. The Vice Chairperson shall have such other powers and perform such other duties as may be assigned to him/her by the Council.
 - e. Committees
 - i. The Council may establish such standing, special, ad hoc and advisory committees as it shall deem appropriate.
 - ii. In establishing any such committee hereunder, the Council shall specify the purpose and responsibilities of such committee.
 - iii. The Chairperson shall appoint and reappoint the members of any such committee from among the Representatives of the Council or of the Consortium, and shall designate the chairperson thereof and fill vacancies thereon; however any Representative of the Consortium, whether or not a member of the Council may serve on any committee of the Council. Any committee established by the Council may be terminated by the Council at any time.
 - f. Full Consortium Meetings and Quorum Requirements
 - i. Regular Meetings. Unless otherwise specified by resolution of the Consortium, the Annual Business Meeting of the Consortium (as hereinafter described) shall constitute the regular meeting thereof.
 - ii. Special Meetings. Special meetings shall be held by call of the Chairperson or by petition to the Chairperson from those Representatives of at least nine members of the Consortium.
 - iii. Annual Business Meeting. The Annual Business Meeting, at which a report on the program performance and presentation of the annual audit shall be made, shall be held on a date and place to be selected by the Chairperson, but such meeting shall be held no later than December 31st of each year.
 - iv. Call of Meeting. Each Consortium member shall be sent notices of meetings in writing, which may include any manner of electronic means, postmarked at least five (5) days before the meeting date. The notices shall include the place and time of the meeting and an agenda for the meeting. Any matter not included in the agenda shall not be acted upon at such meeting other than routine ministerial and administrative matters, unless such matter is approved by two-thirds of the Representatives present and constituting a quorum.
 - v. Minutes. Minutes of the Consortium meetings and other official actions shall be of public record.
 - vi. The Consortium shall follow Robert's Rules of Order for the conduct of meetings of the organization.

- vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
- viii. Quorum. For conducting the Consortium's business, any nine (9) Representatives shall be considered a quorum and a majority vote of the quorum shall be sufficient to move an item of business.
- ix. To the extent allowed by the Connecticut General Statutes, Representatives may participate in meetings of the Consortium via a call-in number or such other technological aid as may be approved by the Legislature. However Representatives shall make every effort to attend in person.
- x. Each Representative shall be entitled to a vote at meetings of the Consortium.
- xi. There shall be no proxy or alternate votes at meetings of the Consortium.

g. Council Meetings

- i. Regular Meetings of the Council shall be held a minimum of four times a year, so as to at a minimum approve the annual budget, approve or terminate the selection of the one-stop operator, approve the four year plan and amendments to the plan, and approve on behalf of the Consortium any contract, Memorandum of Understanding or other agreement as required by the State or other applicable authority, including without limitation any Memorandum of Understanding between one-stop partners including the core partners and to approve any agreements regarding core partner contributions to the infrastructure of the local one-stop system.
- ii. The Council shall meet biennially in December of odd numbered years in order to vote on the selection of the Chairperson and the Vice Chairperson. Vacancies of such Officers may be filled at any regular or special meeting of the Council.
- iii. Special Meetings. Special meetings may be called by the Chairperson or by petition to the Chairperson of the Council by a petition of a majority of the full Council membership.
- iv. Call of Meeting. Notice of meetings of the Council shall be sent to the Council and to each Consortium member, so that they will know that a meeting is being held and the Agenda for that meeting, in writing, which may include electronic communications, at least five (5) days before the meeting date. Notice shall include the place and time of the meeting and the meeting agenda. Non agenda matters may be presented at a meeting of the Council so long as such matters are approved by two-thirds of the Council members present and constituting a quorum.
- v. Minutes. Minutes shall be kept of all Council meetings and shall constitute a public record.
- vi. The Council shall follow Robert's Rules of Order for the conduct of meetings of the organization when a question arises regarding motions presented for a vote at a regularly scheduled meeting.
- vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
- viii. Quorum. Five members of the Council shall constitute a quorum for conducting the Council's business and a majority vote of the quorum shall be sufficient to move an item of business. Once a quorum is present for a meeting, such quorum shall be deemed to be present until such meeting is adjourned.

- ix. Should the Council appoint any committees, three (3) Representatives shall be required in order to conduct committee business and a majority vote of 2 of the minimum of three members shall be sufficient to move any item on a committee agenda
 - x. To the extent allowed by the Connecticut General Statutes, Council members may participate in meetings of the Council via a call-in number or such other technological aid as may be approved by the Legislature. However members shall make every effort to attend in person.
 - xi. Each Council member shall be entitled to a vote at meetings of the Council.
 - xii. There shall be no proxy or alternate votes at meetings of the Council.
- h. Grant Recipient and Sub-Grant Recipient Designation
- i. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the federal and state grants and/or appropriations. In addition, the Consortium or its designee is authorized to accept any other grants in aid or assistance, funds from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of donations, grants, or bequests whether it be in the form of tangible or intangible property.
 - ii. The Consortium shall be the Grant Recipient of record for purposes of receipt of federal WIOA funds.
 - iii. The Consortium designates the North Central Connecticut Workforce Development Board (the "Workforce Board") to be the sub-grant recipient and Administrative Entity/Fiscal Agent for purposes of receipt of federal WIOA funds.
 - iv. The staff of the Workforce Board shall provide staff and related support to the Consortium and the Council. Such staff shall carry out the policies of the Consortium and Council, produce required reports for its review and approval, and provide such other services as may be necessary for the Consortium and Council to carry out their respective business.
- i. Appointment of Workforce Board Members
- i. The Council shall appoint the Workforce Board, which shall meet the membership requirements of WIOA Sections 107(b) and which shall meet the criteria established by the Governor and the State Board pursuant to Section 107 (b)(1) of WIOA.
 - ii. A majority of members of the Workforce Board shall be business representatives who are owners, chief executive or operating officers, or other business executives, or employers with optimum policymaking or hiring authority.
 - A. Appointments of business representatives to the Workforce Board shall be made from nominations received by the Council from among individuals nominated by local business organizations and business trade associations.
 - B. Business representatives shall include small businesses, or organizations representing businesses, that provide employment opportunities in the local area in in-demand industry sectors or occupations (as defined in WIOA section 3(23)).
 - iii. Not less than 20 percent of the members of the Workforce Board shall be workforce representatives which include (a) two or more representatives of labor, (b) one or more representatives of a joint labor-

management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization.

- A. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation shall be appointed, if one exists
 - B. Labor organization representatives must be appointed from among individuals who have been nominated by local labor federations. Pursuant to WIOA the Council shall establish a formal policy to facilitate these nominations which shall be communicated to local labor federations.
 - C. Following the appointment of a minimum of the three required labor / worker representatives the Council may appoint the balance of the members necessary to constitute the required 20 percent in this category from representatives of community-based organizations that (a) have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or (b) provide or support competitive integrated employment for individuals with disabilities; or (c) represent organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including representatives of organizations that serve out-of-school youth..
- iv. The Council shall appoint representatives of entities administering education and training activities in the local workforce area who shall include:
- A. A representative of eligible providers administering adult education and literacy activities under title II. If there is more than one, or multiple institutions of higher education providers in the Local Area the Council shall solicit nominations from the providers and/or institutions of higher education providing adult literacy
 - B. A representative of institutions of higher education providing workforce investment activities such as community colleges
- v. The Council may include the appointment of representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment
- vi. The Council shall appoint representatives of governmental and economic and community development entities serving the local area which shall include:
- A. A representative of economic and community development entities
 - B. An appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area
 - C. An appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area
- vii. The Council may appoint representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, public assistance and representatives of philanthropic organizations serving the Local Area.
- viii. The Council may appoint such other individuals or representatives of entities as the Council deems appropriate.

- ix. Representatives appointed by the Council shall have "optimum policy-making authority", such that they can be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- x. Appointees to the Workforce Board may represent more than one category of membership however, each such appointee shall only have one vote per issue.
- xi. All Workforce Board members shall be appointed by a majority of the seated members of the Council. The Council may appoint a nominating committee or may request that the Workforce Board appoint a nominating committee to make recommendations to the Council, initially as described (as of the Effective Date) in the Notice of Proposed Rule Making for WIOA, and hereafter as per any Final Rule under WIOA.
- xii. All appointments shall be subject to the local board appointment and certification criteria established by the Governor and or the Legislature.
- xiii. Workforce Board Member Terms
 - A. The Council shall appoint the members of the Workforce Board for three year staggered terms. Members may be reappointed at the pleasure of the Council.
 - B. To the extent that any Workforce Board member or members constitutes a necessary membership position for the purpose of WIOA compliance, such member or members shall continue in such positions once their terms have expired, until their term is renewed or a new member has been appointed to their seat.
 - C. The Council shall establish a procedure for being informed of vacancies on the Workforce Board by the staff providing Workforce Board support. In the event of notification of a vacancy a new member shall be appointed from the category of membership in which the vacancy occurred. The appointment shall be made in accordance with the nomination process applicable to the category of membership in which the vacancy occurred. The member appointed shall fulfill the term of the member whose separation from the Workforce Board resulted in the vacancy.
 - D. The Council Chairperson may remove a Workforce Board member and reappoint someone to the seat vacated as a result of the removal at any time that the Chairperson becomes aware:
 - 1. That a Workforce Board member has had more than 3 unexcused absences, or
 - 2. That an appointed Workforce Board member ceases to represent the category of membership to which they were appointed, or
 - 3. That a Workforce Board member has resigned, is unable to finish their term because of health reasons, death, or resignation, or
 - 4. That a Workforce Board Member has committed an act of moral turpitude

ARTICLE V: POWERS DELEGATED TO THE CONSORTIUM, THE COUNCIL AND THE COUNCIL TOGETHER WITH THE APPOINTED WORKFORCE BOARD

- a. The Council shall appoint the members of the Workforce Board in accordance with-State and WIOA criteria.
- b. The Council shall be responsible for requesting Local Area designation as appropriate and timely,

- c. In addition to the provisions herein contained the Council may create by-laws with respect to the Workforce Board appointment process.
- d. The Council has identified the Workforce Board as the entity which shall be responsible for disbursing grant funds.
- e. The members of the Consortium shall be liable for the WIOA funds in proportion to the population in their respective Municipality. However in accordance with General Provisions sections (a) and (b) the Workforce Board shall purchase insurance as described therein to limit the Consortium members liability, to the extent allowed by law.
- f. The Council, pursuant to state and federal legislation regarding workforce investment systems and funding, shall oversee policy decisions and activities of the sub-grant recipient and Administrative Entity/ Fiscal Agent, including the following:
- i. The power to contract with the Workforce Board.
 - ii. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Connecticut General Statutes, and applicable federal legislation, as well as oversight and monitoring, which shall include receiving quarterly performance reports from the Workforce Board.
 - iii. The acceptance of grants, donations or other types of financial assistance as allowed by law.
 - iv. The manner in which any program income, fee for services or surplus funds may be expended and shall be reported.
 - v. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Council.
 - vi. The development of policies and procedures and/or administrative rules to effectively carry out the Consortium's and Council's policies and decisions so long as they do not conflict with federal and state rules and regulations, or impinge upon powers granted to the Workforce Board.
- g. To the extent not delegated to and pursuant to an agreement with the Workforce Board, as permitted by USDOL guidance, the Council on behalf of the Consortium shall consult with the Governor on
- i. The reorganization or decertification of the Workforce Board
 - ii. The designation of local areas
 - iii. The designation of regions
 - iv. The establishment and operation of the fiscal and management accountability information system
 - v. Criteria for certifying one-stop centers
 - vi. Equitable and stable infrastructure funding for the one stop system.
 - vii. The local allocation formula for adult, dislocated worker and youth funds
 - viii. Requests for waivers of statutory and regulatory requirements under WIOA

- h. The Consortium and Council shall make the following information and or documents available to the public including through the inclusion of the information on the website of the Workforce Board:
 - i. Workforce Board membership and member affiliation;
 - ii. Their meeting minutes;
 - iii. The four year plan and modifications to the plan prior to their submission to the State of Connecticut;
 - iv. The designation and certification of one-stop operators;
 - v. The process and selection of one-stop operators;
 - vi. The award of contracts to providers; and
 - vii. The process and decision to allow the Workforce Board to serve as the one-stop operator.

- i. The Council on behalf of the Consortium, together with the Workforce Board shall:
 - i. Approve non mandatory one-stop partners;
 - ii. Comment on the State Plan;
 - iii. Negotiate the local and/or regional performance measures;
 - iv. Enter into regional planning as appropriate;
 - v. Set policy for the Local Area;
 - vi. Enter into an agreement regarding their roles and responsibilities;
 - vii. Work with the Governor in a disaster;
 - viii. Develop the local 4 year plan;
 - ix. Develop 2 year modifications;
 - x. Shall provide oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
 - xi. Approve investments in youth programs as well as adult and dislocated worker activities;
 - xii. Oversee the local one-stop system and shall approve the use and management of one-stop, adult, dislocated worker and youth funds;
 - xiii. Assure the use and management of funds to maximize performance;
 - xiv. Select and terminate the one-stop operator;
 - xv. Agree, as appropriate to the Workforce Board serving as the one-stop operator;
 - xvi. Develop the Workforce Board budget;

- xvii. Decide on use of non-federal funds;
- xviii. Appeal the Governor's decision to reorganize;
- xix. Develop and enter into memoranda of understanding with the one-stop partners;
- xx. Approve optional one-stop partners; and
- xxi. Negotiate infrastructure costs

ARTICLE VI
CONFLICT OF INTEREST AND CONFIDENTIALITY

- a. Consortium and Council Representatives shall not vote on matters coming before them for consideration if
 - i. the matter concerns the provision of services by the Representative or by an entity that the Representative represents; or
 - ii. the matter would provide direct financial benefit to the Representative or the immediate family of the Representative; or
 - iii. the matter concerns any other activity determined by the CLEO to constitute a conflict of interest as specified in the Regional Plan.
- b. Abstention. Consortium and Council Representatives shall individually abstain from voting on issues and matters that will result in a direct, indirect, or perceived conflict of interest. Abstentions and the general reasons therefore, should be duly recorded in the minutes of the meeting.
- c. Every effort shall be made when appointing non-business members to the Workforce Board that such members or the organizations they represent not be current recipients of WIOA or other grant funds administered and/or overseen by the Council.
- d. The Council shall ensure that the Workforce Board adopts a conflict of interest policy and a code of conduct.
- e. Confidentiality. All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the Consortium or Council. Representatives shall not disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council to any person or entity not directly involved with the business of the Consortium or Council. Further:
 - i.No Representative shall use confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any matter with intent to obtain financial gain for the Representative, the Representative's immediate family or any business with which the Representative is associated.
 - ii.No Representative shall disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any manner with the intent to obtain financial gain for any other person.

ARTICLE VII: GENERAL PROVISIONS

- a. The Parties agree that Capital Workforce Partners, Inc. (“CWP”) shall be directed to purchase such insurance as is necessary to fully insure the Consortium and indemnify its Municipalities, their elected officials or designees and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under Sections 128 and 133 of WIOA arising wholly or in part by any act or omission of the Consortium, the sub-grant recipient or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney’s fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained by CWP shall name the thirty-seven Municipalities and Consortium Parties as additional insureds, and shall include, but not be limited to, coverage for directors and officers liability, professional liability and fiduciaries liability.
- b. The Workforce Board, as the sub-grant recipient, and Administrative Entity/ Fiscal Agent appointed hereunder, shall save harmless and indemnify the Consortium and its members from and against financial loss and expense arising out of any claim, demand, suit or judgment by reason of alleged negligence or alleged deprivation of any person’s civil rights or other act or omission resulting in damage or injury, if the Consortium and/or its members are found to have been acting in the discharge of its duties or within the scope of employment and such act or omission is found not to have been wanton, reckless or malicious.
- c. It is understood and agreed that this Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Amendment that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- d. It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless approved by an affirmative vote of a majority vote of the Parties.
- e. Whenever any Party desires to give notice unto another Party, such notice shall be in writing sent by registered United States Mail with Return Receipt Requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. Each Party designates the seat of the governing body of its respective Municipality as the address for such notice
- f. The Consortium shall make such reports to the State and federal governments as may be required and shall require such reports as necessary from the Workforce Board.
- g. Parties may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, state and local policies.
- h. To the extent a dispute shall arise between or among the Parties in connection with this Agreement, the parties shall first attempt an informal resolution, and if this is unsuccessful, the parties shall attempt to resolve the dispute through mediation.
- i. The Chairperson shall act as duly authorized signatory for the Consortium on all agreements, grants, or on any other document requiring a signature and duly approved by the Consortium, in order to be legally binding. In the absence of the Chairperson, the Vice Chairperson may sign on behalf of the Consortium.
- j. The Consortium authorizes the President/Chief Executive Officer of CWP to oversee the procurement of goods and services necessary to carry out the day-to-day activities of the Consortium, the Council and CWP, and to enter into agreements for these goods and services, without obtaining prior Consortium or Council authority.

Those goods and services procured for service providers and customers currently through CWP's RFP process shall require Workforce Board authority.

- k. This Amendment shall be binding contract and shall be construed in accordance with and governed by the laws of the State, excluding any choice of law provisions thereof; the effect of which would be to apply the substantive law of a State other than Connecticut.
- l. In the event that any provision of this Amendment or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Amendment shall not be affected thereby and shall remain in full force and effect.
- m. Any waiver at any time by any Party of its rights with respect to any matter arising in connection with this Amendment shall not be considered a waiver with respect to any subsequent default or matter.
- n. All references herein to "WIOA" shall be to WIOA as it may hereafter be amended, substituted or superseded by any successor legislation from time to time.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment, effective as of the Effective Date, on separate signature pages, on the respective dates which accompany each signature.

SIGNATURE PAGE OF

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT AMONG THE MUNICIPALITIES OF

ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON, CANTON, EAST GRANBY, EAST HARTFORD, EAST WINDSOR, ELLINGTON, ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON, MANCHESTER, MARLBOROUGH, NEW BRITAIN, NEWINGTON, PLAINVILLE, PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR, SOUTHWINGTON, STAFFORD, SUFFIELD, TOLLAND, VERNON, WEST HARTFORD, WETHERSFIELD, WINDSOR AND WINDSOR LOCKS.

THE MUNICIPALITY OF _____, through its _____

[title]

[print name of authorized signatory]

Date: _____

Signature: _____



One Union Place
Hartford, CT 06103

Phone: (860) 522-1111
Fax: (860) 722-2488
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- Simsbury
- Southington
- Somers
- South Windsor
- Stafford
- Suffield
- Tolland
- Vernon
- West Hartford
- Wethersfield
- Windsor
- Windsor Locks

December 14, 2017

To Whom It May Concern,

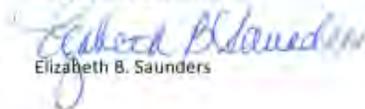
On Wednesday December 13, 2017, the Consortium of Chief Elected Officials for Capital Workforce Partners met for their annual meeting. It was decided by unanimous decision that the Town of Glastonbury would be replaced by the City of Hartford serving as part of the Consortium Council. This change is effective immediately.

Attendees: Jon Colman (Bloomfield), Joyce Stille (Bolton), Leslee Hill (Canton), David Kilbon (East Granby), Marcia Leclerc (East Hartford), Laurie Spielman (Ellington), Peter Falk (Enfield), Nancy Nickerson (Farmington), Luke Bronin (Hartford), Andrew Tierney (Hebron), Ray Zartarian (Newington), Daniel Salerno (New Britain), Katherine Pugliese and Robert Lee (Plainville), Matt Galligan (South Windsor), Scott Werbner (Tolland), Erika Wlezenski (Willington) and Chris Kervick (Windsor Locks)

Board Members: Tom Mongellow, Lyle Wray

Staff: Alex Johnson, Wendy Gamba, and Liz Saunders

Respectfully submitted,


Elizabeth B. Saunders



Consortium of Chief Elected Officials Meeting Minutes

DECEMBER 13, 2017

Attendees: Jon Colman (Bloomfield), Joyce Stille (Bolton), Leslee Hill (Canton), David Kilbon (East Granby), Marcia Leclerc (East Hartford), Laurie Spielman (Ellington), Peter Falk (Enfield), Nancy Nickerson (Farmington), Luke Bronin (Hartford), Andrew Tierney (Hebron), Ray Zartarian (Newington), Daniel Salerno (New Britain), Katherine Pugliese and Robert Lee (Plainville), Matt Galligan (South Windsor), Scott Werbner (Tolland), Erika Wicewski (Willington) and Chris Kervick (Windsor Locks)

Board Members: Tom Mongellow, Lyle Wray

Staff: Alex Johnson, Wendy Gamba, and Liz Saunders

Chair Mayor Marcia Leclerc called the meeting to order at 11:30am

Chair Mayor Marcia Leclerc gave a brief introduction of the committee and the role of the Chief Elected Officials and asked for introductions of those in attendance. Tom Mongellow Capital Workforce Partners Chairman of the Board was asked for comment. Chairman Mongellow gave a brief outline of the MOU's that are on the consent agenda and mentioned that these have been approved by Capital Workforce Partners and the Board of Directors.

Consent Items:

- **Action 1** – Approve September 27, 2017 minutes
Outcome: Motion to approve the September 27, 2017 minutes was made by Joyce Stille (Bolton) and seconded by Jon Colman (Bloomfield). All were in favor; none opposed; the motion carried.
- **Action 2** – Approve MOU between CWP and the WorkPlace and Approve the Amendments to the existing MOU's to add Infrastructure Funding Agreements.
Outcome: Wendy explained how WIOA set forth a vision for service delivery through the MOU and IFA process. Wendy explained the MOU was the first part of the process. Other MOU's were previously presented and approved. The WorkPlace agreement was not addressed in the last round. A motion to approve the MOU between CWP and the WorkPlace was made by Joyce Stille (Bolton) and seconded by Jon Colman (Bloomfield). Wendy explained the IFA document. This IFA is an addendum to the previously approved MOU's. Wendy also noted that some partners, including CTDOL had made requests for revisions the preceding three business days. Our governance structure moves forward to the Consortium only what is recommended by the Board of Directors. Wendy anticipates future revisions and updates to come before the Council as those revisions are negotiated. A motion to approve all the Amendments to the existing MOU's for CRT, CTDOL, CTDORS/BESB/BRS, CT DSS, CT Dept. on Aging, CT State Board of Education, Hartford Job Corps Center, New England Farm Workers Council and the Rhode Island Indian Council was made by Joyce Stille (Bolton) and seconded by Jon Colman (Bloomfield). All were in favor; none opposed; the motion carried.
- **Action 3** – Accept FY16/17 Audit
Outcome: Wendy explained our audit process and the Consortium's responsibility. Wendy reported we had no findings this year and drew attention to page 20 of the audit to note the finding from last year had been closed. A motion to approve Audit FY16/17 Audit was made by Jon Colman (Bloomfield) and seconded by Joyce Stille (Bolton). All were in favor; none opposed; the motion carried.
- **Action 4** – Accept FY16/17 Performance Report
Outcome: Alex gave a brief overview of the report stating that Capital Workforce Partners' investment in North Central Connecticut was almost \$21.5 million. We served almost 20,000 individuals, 9885 individuals

are employed with 565 earning credentials. There were a couple of questions from Mayor Bronin regarding the disparity between the individuals served versus those that were employed or received credentials. Alex and Wendy both touched upon the financial cuts which has impacted our ability to serve. The individuals in the Second Chance program are recently released, no housing and no employment. Their immediate need is for employment. A motion to accept the FY16/17 Performance Report was made by Jon Colman (Bloomfield) and seconded by Joyce Stille (Bolton). All were in favor; none opposed; the motion carried. Board Chair Tom Mongellow reported that the individual Town Profiles can be found on our website. Alex mentioned that we are in the process of updating all of them and a hard copy will be mailed to each Chief Elected Official.

- **Action 5 – Election of Officers**

Outcome: Chair Mayor Marcia Leclerc explained how the Council came to be and how their role as a Chief Elected Official plays a part with Capital Workforce Partners. Glastonbury has stepped down and will not be serving on the Council. A motion was made by Jon Colman (Bloomfield) and seconded by David Kilbon (East Granby) to add Hartford to the Council replacing Glastonbury. All were in favor; none opposed; the motion carried.

Additionally, Mayor Leclerc expressed her commitment to continue serving as Chair of the Consortium and would like to remain as Chair. She asked for a motion to name Mayor Luke Bronin as Vice-Chair. Mayor Bronin accepted. A motion was made by Joyce Stille (Bolton) and seconded by Jon Colman (Bloomfield) to appoint Mayor Luke Bronin Vice-Chair of the Consortium of Chief Elected Officials. All were in favor; none opposed; the motion carried.

A motion to adjourn the meeting was made by Jon Colman (Bloomfield) and seconded by Joyce Stille (Bolton). All were in favor; none opposed; the meeting was adjourned at 11:53am.

Attachment III – MOU Between Consortium of Elected Officials and Capital Workforce Partners

Execution Version

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CONSORTIUM OF CHIEF ELECTED OFFICIALS

and

CAPITAL WORKFORCE PARTNERS, INC.

This **AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** (this "Agreement") is made and entered as of the date last executed below (the "Effective Date"), by and between the **CONSORTIUM OF CHIEF ELECTED OFFICIALS FOR THE NORTH CENTRAL CONNECTICUT WORKFORCE DEVELOPMENT AREA** (the "Consortium"), acting by and through its Council of Elected Officials (the "Council") on the one hand; and **CAPITAL WORKFORCE PARTNERS, INC.** (the "Workforce Development Board") on the other hand. The Consortium acting by and through the Council and the Workforce Development Board are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Consortium represents the municipalities of Andover, Avon, Berlin, Bloomfield, Bolton, Bristol, Burlington, Canton, East Granby, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Hartford, Hebron, Manchester, Marlborough, New Britain, Newington, Plainville, Plymouth, Rocky Hill, Simsbury, Somers, South Windsor, Southington, Stafford, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Windsor And Windsor Locks (collectively the "Municipalities"); and

WHEREAS, the Municipalities were designated as a local workforce area under the Workforce Investment Act of 1998; Public Law 105-220 ("WIA"); and

WHEREAS, pursuant to WIA the Municipalities executed that certain Intergovernmental Consortium Agreement creating the Consortium and effective as of July 1, 2003 (the "Original ICA"); and

WHEREAS, the Consortium and the Workforce Development Board's predecessor Capital Region Workforce Development Board, Inc. executed that certain Memorandum of Understanding dated on or about October 23, 2003 (the "Original MOU"), setting out their respective authorities and obligations pursuant to WIA with respect to such local workforce area; and

WHEREAS, The Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. 3101 et seq.; Public Law 113 – 128 ("WIOA") has superseded WIA and continues policies for the expenditure of federal funds for workforce programs in local workforce development areas;

WHEREAS, the Municipalities have submitted a request to the Governor of the State of Connecticut (the "Governor") for initial designation as a local workforce development area under WIOA; and

WHEREAS, in conjunction with such request, the Municipalities have entered into an amended and restated Intergovernmental Consortium Agreement (the "ICA") in accordance with WIOA §107 (c)(1)(B), requiring local workforce development areas consisting of multiple units of local government to enter into such agreements to describe how individual governmental units will execute their responsibilities under WIOA; and

WHEREAS, the ICA authorizes the creation of the Council to act for the Consortium for the purposes of carrying out the duties and responsibilities assigned to the Consortium under WIOA; and

WHEREAS, the Council has appointed the members of the Workforce Development Board to serve as the local workforce development board for the local workforce development area represented by the Consortium; and

WHEREAS, the United States Department of Labor at 20 CFR 679.310 (c) provides that the chief local elected officials in a local workforce development area and the local workforce development board appointed by such chief local elected officials may enter into an agreement to describe the roles and responsibilities of the parties thereto; and

WHEREAS, the Governor is requiring that the chief local elected officials and local workforce development boards in the State of Connecticut enter into such agreements describing the roles and responsibilities of the parties thereto; and

WHEREAS, the Consortium and the Workforce Development Board wish to amend and restate the Original MOU so as to satisfy the aforesaid requirements and to bring the Original MOU into compliance with WIOA;

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

I. Initial Matters.

A. Amendment and Restatement.

This Agreement amends and restates the Original MOU in its entirety. On and after the Effective Date, any references to the Original MOU shall be to such agreement as amended and restated hereby.

B. Certain Terms.

Terms used but not defined herein but having definitions or understood meanings pursuant to WIOA or any additional authority required or authorized by, or otherwise related to WIOA, shall have such definitions or meanings.

C. Amendments and Other Changes to WIOA.

References herein to "WIOA" shall be to WIOA as amended, substituted or superseded from time to time after the Effective Date; it being the intent of the Parties that this Agreement shall continue in full force and effect upon such amendment, substitution or superseding, with such changes necessary for consistency with the same.

D. Certain References.

The Parties agree that: (i) all references to either gender shall include the other gender; (ii) the terms "includes" and "including" shall be deemed to be followed by "without limitation"; and (iii) the terms "hereof" and "hereto" refer to this Agreement as a whole and not to any particular section or provision.

E. Council Action on Behalf of Consortium.

The Parties acknowledge and agree that pursuant to the ICA, the Council is authorized to act on behalf of the Consortium. Notwithstanding such authority, the Parties agree that: (i) all references herein to the "Council" shall be understood to mean the Council acting for and on behalf of the Consortium; and (ii) the Consortium may itself act for the purposes hereof whenever: (x) such action is required by applicable law or other authority; or (y) the Consortium deems such action to be appropriate under the circumstances.

II **Joint and Shared Authorities and Responsibilities of the Parties.** The following shall be the joint and shared authorities and responsibilities of the Parties. The Parties shall from time to time after the Effective Date, agree on policies and procedures necessary or appropriate for the satisfaction of such joint and shared authorities and responsibilities:

- A. Ensuring effective service delivery providing the most beneficial mix of program options to the residents of the Municipalities.
- B. Commenting on the State Plan.
- C. Requiring the staff of the Workforce Development Board comprising the administrative entity for the local workforce development area (the "Administrative Entity") to provide support to the Consortium, the Council and the Workforce Development Board, and to develop a WIOA Local Strategic

- Plan pursuant to federal and state requirements; such plan to: (i) be presented to the Parties for approval in a timely manner; and (ii) include the engagement of workforce stakeholders and employers in its development.
- D. Approving any modifications to such WIOA Local Strategic Plan.
 - E. Participating in regional planning if the Parties are assigned to a region that includes units of local government in addition to the Municipalities.
 - F. Creating policies for the local workforce development area; such policies to be implemented by the Administrative Entity.
 - G. Requiring the Administrative Entity to develop a budget for the local workforce development area, which budget shall be presented annually to the Parties for approval prior to July 1 of each year that this Agreement is in effect.
 - H. Requiring the Administrative Entity to bring any modification(s) to the budget to the Parties for approval.
 - I. Requiring the Administrative Entity to bring grant applications to the Parties for approval.
 - J. Approving the addition of non-mandatory one-stop partners, and considering the extent to which such non-mandatory one-stop partners: (i) will add to the integration of, and access to services through the one-stop system; (ii) agree to share information with the one-stop partners, co-locate in the one-stop center(s) and be a party to any One-Stop memorandum of understanding; and (iii) contribute to the infrastructure of the one-stop system.
 - K. Selecting, in accordance with applicable procurement requirements, and terminating the one-stop operator based upon fiscal and program performance of the one-stop operator, and determining the responsibilities of the one-stop operator, including a determination in accordance with state guidance to select the Workforce Development Board to be the one-stop operator.
 - L. Working with the Governor in a disaster.
 - M. Providing program and fiscal oversight of the workforce system in the local workforce development area, including the development of one-stop certification criteria and requiring the Administrative Entity to provide an annual quality assurance and monitoring plan for approval to the Parties. Such plan shall cover:
 - i. How the Administrative Entity shall monitor its fiscal and program activities;

- ii. How the Administrative Entity shall monitor the fiscal and program activities of its adult and dislocated worker one-stop operator, career services providers and training providers;
 - iii. How the Administrative Entity shall monitor the fiscal and program activities of its youth services providers;
 - iv. How the program and physical accessibility of the one-stop centers shall be assessed, using continuous improvement principles; and
 - v. How to determine that the one-stop operator and one-stop centers are meeting state and local certification criteria.
- N. Negotiating performance measures with the Governor.
- O. Approving the purchase of Directors and Officers Insurance and such other insurance necessary and appropriate to address any liabilities of the Parties and the Parties' members.
- P. Approving exceptions to the Eligible Training Provider List.
- Q. Complying with state and federal conflict of interest rules in the conduct of their business.
- III. **Authorities and Responsibilities of the Workforce Development Board.** The Workforce Development Board shall be responsible for:
 - A. Electing its officers.
 - B. Creating such standing and ad-hoc committees as necessary or appropriate.
 - C. Analyzing economic conditions.
 - D. Engaging employers and pursuing employer linkages through intermediaries:
 - i. As a recruitment strategy to identify new Workforce Development Board members;
 - ii. To encourage employer use of the one-stop system;
 - iii. To enhance communication and collaboration among employers, economic development entities and service providers;
 - iv. To ensure that workforce activities meet employer needs and support economic growth; and

- v. To identify and promote strategies and initiatives to meet the needs of employers, workers and job seekers.
- E. Assisting the Governor to develop, collect, analyze and use statewide Wagner Peyser and Workforce Development Board labor market information.
- F. Convening stakeholders to obtain their input as part of the development of the WIOA Local Strategic Plan, and identifying non-federal expertise and resources which can be invested in the local workforce system.
- G. Leading efforts to develop and implement career pathways.
- H. Entering into memorandum(s) of understanding with the one-stop partners to identify their contributions to the one-stop infrastructure and the services the partners will deliver through the one-stop system.
- I. Facilitating one-stop partners' integration of intake and case management systems.
- J. Facilitating access to one-stop services, including the development of strategies to take advantage of technology advances.
- K. Selecting career services providers through contract awards, if such services are not delivered by the one-stop operator.
- L. Competitively selecting youth providers on recommendations of the youth standing committee (if established) or determining that a sole source procurement is necessary due to insufficient local youth providers.
- M. Working with the State to ensure sufficient numbers and types of career services and training providers.
- N. Approving eligible training providers and assisting the State of Connecticut with the vetting process for the determination, renewal and termination of the eligibility of training providers.
- O. Approving exceptions to the Eligible Training Providers List.
- P. Ensuring customer choice in the selection of a training provider from the approved state-wide list.
- Q. Coordinating with the WIOA Core Partners to make determinations regarding providers approved for the Eligible Training Provider List.
- R. Reviewing Adult Education and Family Literacy Act provider applications to assure consistency with the WIOA Local Strategic Plan.

- S. Implementing cooperative agreements between itself and the WIOA Core Partners and one-stop partners, to enhance services for jobseekers, workers and employers.
 - T. Leveraging local resources and capacity, and soliciting and accepting grants and donations from non-federal sources.
 - U. Promoting its one-stop career system, and its program services and activities.
 - V. Maintaining and amending its by-laws.
 - W. Determining whether to implement pay for performance contracts for training and/or the fourteen required youth elements with up to ten percent of the adult/dislocated worker and youth allocations.
 - X. Submitting requests to the Governor for approval of transfers between the adult and dislocated worker funding streams.
 - Y. Setting the adult priorities for receipt of services as a part of the WIOA Local Strategic Plan.
 - Z. Determining current and future local occupations in demand in emerging industries.
 - AA. Determining the criteria for increasing employer On the Job Training wage reimbursements from fifty percent to seventy-five percent.
 - BB. Deciding to use up to twenty percent of the local allocation for incumbent worker training, and setting the amount of the employer contribution to be required.
 - CC. Deciding to use 10% of the adult/dislocated worker allocation for transitional jobs.
 - DD. Determining which support services to offer and how much to allocate to support for participants.
 - EE. Approving the purchase of Directors and Officers Insurance and such other insurance necessary and appropriate to address any liabilities of the Parties and the Parties' members.
- IV. **Authorities and Responsibilities of the Council.** In addition to the joint and shared authorities and obligations in Article II hereof, the Council shall perform the

following:

- A. Executing the authorities and satisfying the obligations in the ICA.
- B. Appointing the members of the Workforce Development Board in accordance with state and federal guidelines, and with the ICA.
- C. Receiving audits of funds as required and directing the Administrative Entity as necessary to resolve any questions arising from any such audit.
- D. Creating such standing and ad-hoc committees as necessary or appropriate for the exercise of its authorities and obligations, pursuant to relevant authority including federal and state requirements, the ICA and this MOU.
- E. Appointing a Council representative to act as Vice Chair of the Governance Committee of the Workforce Development Board.
- F. Appointing a Council representative to act as a member of the Executive Committee of the Workforce Development Board.

V. **Term of this Agreement.**

- A. The Agreement shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1st for successive one-year terms, unless or until
 - i. The Governor of the State re-designates the local workforce development area consisting of the Municipalities; or
 - ii. The date that is forty (40) years after the Effective Date.
- B. If any Municipality withdraws from the Consortium, this Agreement shall be modified as necessary to reflect such withdrawal.

VI. **Additional Provisions**

A. Merger

The entire agreement of the Parties with respect to the subject matter hereof is contained herein. The Parties agree that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items and other agreements referred to in this Agreement are incorporated herein and are deemed to be part of this Agreement.

B. Amendment

Either party to this Agreement may propose to amend or modify the terms of this Agreement. Any such amendment or other modification hereto is subject

to the agreement of each Party, and no such amendment or other modification shall be effective unless contained in a writing executed by each Party.

C. Independence of Terms Under This Agreement.

If any term or provision of this Agreement or the application thereof is held invalid or unenforceable pursuant to applicable law, the remainder of this Agreement (or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

D. Notices.

Any notice or other communication between the Parties regarding the subject matter hereof and required by applicable law to be in writing shall be in writing, and shall be deemed to have been duly given if delivered personally to the Party requiring such notice, or if sent by registered or certified mail, return receipt requested.

E. Counterparts.

This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of which when taken together, shall constitute one and the same Agreement.

F. Additional Documents.

Each Party shall execute and deliver such other instruments as may be necessary to best effectuate the intent and purposes of this Agreement and to comply with applicable law.

G. Additional Relevant Authority.

The Parties agree that the ICA, WIOA, the Connecticut General Statutes, and federal and state regulations shall, in addition to this Agreement, govern the authority and the obligations of each Party to the other Party with respect to the subject matter hereof.

H. Binding Agreement.

This Agreement is a binding contract and shall be construed in accordance with the and governed by the laws of the State of Connecticut, other than with respect to the Conflicts of Laws provisions thereof, the effect of which would be to apply the substantive law of a state other than Connecticut.

f. Current Insurance.

The Workforce Development Board shall maintain all insurance in force as of the Effective Date and insuring against the liabilities referenced herein, until such time as new or renewal policies of such insurance are obtained.

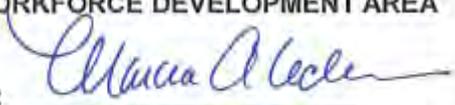
j. Support for Obligations

The Parties shall support their joint and individual obligations hereunder, including the costs of insurance and any audit, as well as any other costs incidental to the carrying out of such obligations, by grant funds appropriated by federal, state and other sources and administered by the Administrative Entity, in the manner required by, and consistent with any and all applicable federal, state, local and other requirements and conditions.

[Signature Page to Follow]

IN WITNESS WHEREOF the Parties have executed this Agreement, effective as of the date last indicated below.

**CONSORTIUM OF CHIEF ELECTED
OFFICIALS FOR THE NORTH
CENTRAL CONNECTICUT
WORKFORCE DEVELOPMENT AREA**

By: 
Its
Duly Authorized
Date: 9/25/15

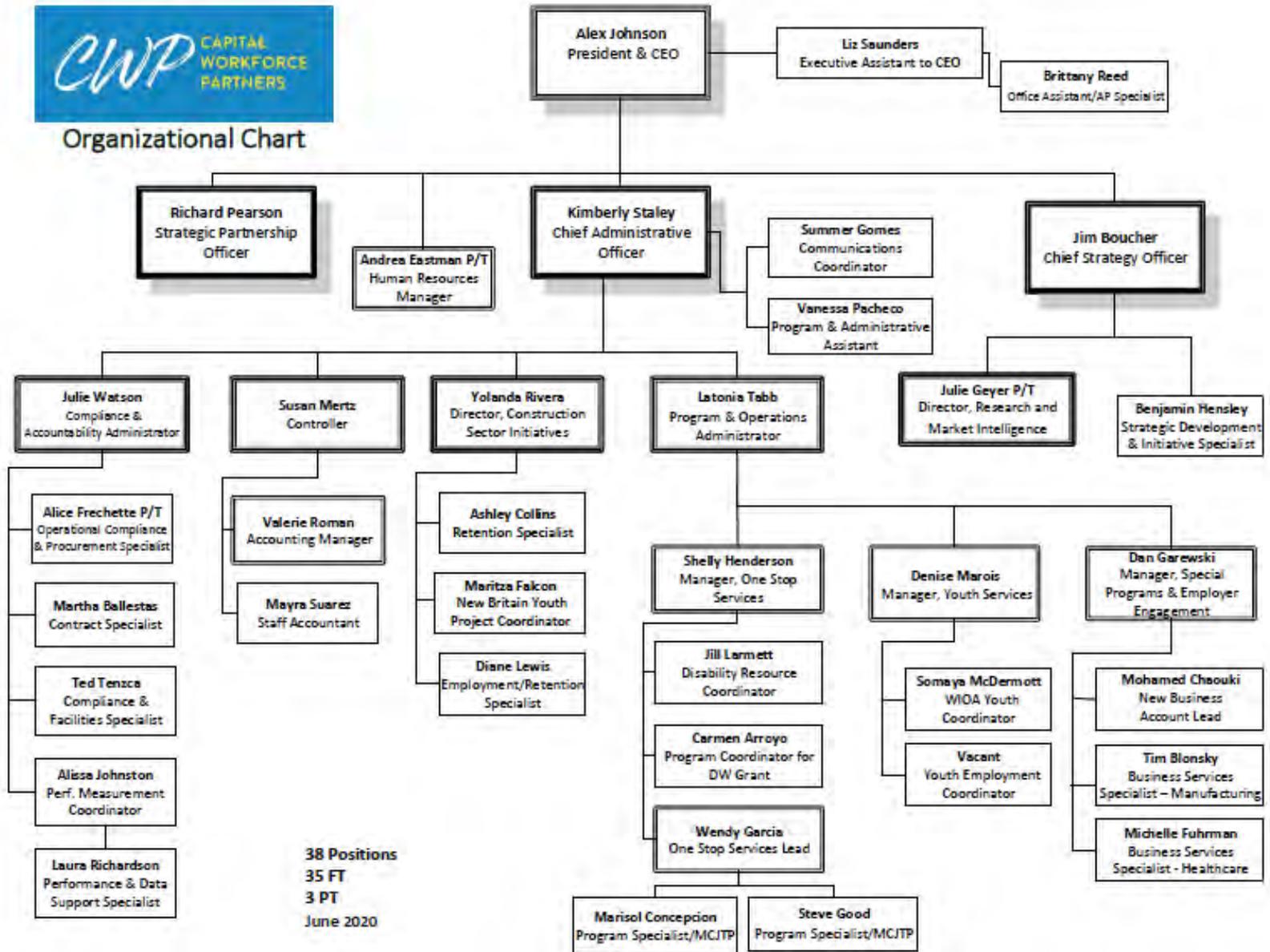
**CAPITAL WORKFORCE PARTNERS,
INC.**

By: 
Its
Duly Authorized
Date: 10/3/15

Attachment IV - Capital Workforce Partners Board of Directors

27 Members (15 Private - 12 Public Members)		
PRIVATE		
	Company	Demographic
1. Todd Andrews, Vice President Econ. & Strategic Dev.	Goodwin College	C/M
2. Bettina Armour, Managing Principal & Coach	RockWater Business & Talent Solutions	AF/F
3. William Bishop, Chief Financial Officer	Peter Paul Electronics	C/M
4. Sheldon Bustow, Sr. Real Estate Dev. Advisor	Corp. for Independent Living	C/M
5. Jennifer DiBella, Partner	Cranmore, FitzGerald & Meaney	C/F
6. Renata Dixon, President	Dixon & Company	AF/F
7. Eric Hoepfner, Vice-President	Hartford Healthcare	C/M
8. Richard McGeary, Co-Founder	Chief of Staff	AF/M
9. Fiona Mohring, Director	Stanley Black & Decker	C/F
10. Tom Mongellow, Vice President & Treasurer	CT Bankers Association	C/M
11. Phillip Montgomery, Director	CBIA	AF/M
12. Tracy Nixon-Moore, Director	Travelers	AF/F
13. John Simoneau, Partner	KPMG LLP	C/M
14. Dan Tapper, Public Relations Manager	Sullivan & LeShane	C/M
15. Stephen Vaughan, Vice-President	Simsbury Bank	AF/M
PUBLIC		
	Company	Demographic
1. Jonathan Colman, President/CEO	The Rideshare Company	C/M
2. Paula Gilberto, President	United Way	C/F
3. Lindy Lee Gold, Senior Development Specialist	State of CT DECD	C/F
4. Duncan Harris, President	Capital Comm. College	AF/M
5. Mike Komaromi, Dir. Of Training	FTI Southern New England	C/M
6. Sandy Mello, Job Center Director	CT Dept. of Labor	C/F
7. John Nimmons, Business Rep.	Sheet Metal Workers	C/M
8. Susan Pierson, Associate Education	CT Dept. of Education	C/F
9. Jonathan Richmond	CT DORS	C/M
10. Lyle Wray, Executive Director	CRCOG	C/M

Attachment V - Capital Workforce Partners Organization Chart



Attachment VI

Executed Memoranda of Understanding and Infrastructure Funding Agreements

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Capital Workforce Partners
AND THE
Connecticut State Department of Labor**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding (between the local board and the One-Stop partners) concerning the operation of the One-Stop delivery system in its region.*

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the One-Stop/American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the One-Stop/AJC service provider and the **CT State Department of Labor** for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the delivery of employment related workshops, referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

I. Purpose of MOU

The purpose of this MOU is to articulate the roles and responsibilities of each Party in the operation of the One-Stop/AJC service delivery system in the State of Connecticut. Each Party is committed to promoting a seamless operation, enhancing access to program services and the long-term employment outcomes for both job seekers and employers.

This MOU provides a foundation for assuring alignment and coordination of policies and operations across programs, in support of a responsive delivery system that meets Connecticut's workforce development needs and the employment and training needs of all working-aged youth and adults in the state.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

II. Parties to the MOU

This Memorandum of Understanding (MOU) is between the following: **Capital Workforce Partners** (herein referred to as "CWP"), and a consortium of lead Chief Elected Officials (CEOs), and the **Connecticut State Department of Labor** (herein referred to as "CT DOL" or "the Partner"), 200 Folly Brook Boulevard, Wethersfield, CT 06109 (herein referred to as "the Parties").

The parties to this MOU represent the following programs: WIOA Title I - Adult, Youth, Dislocated Worker; Jobs First Employment Services; WIOA Title III Wagner-Peyser Act Employment Services; Trade Adjustment Assistance, Veterans' Employment and Training Services; Migrant and Seasonal Farmworkers; Unemployment Insurance; and Apprenticeship.

III. Duration of Agreement

This MOU is effective for the period July 1, 2019 through June 30, 2022. Pursuant to the aforementioned legislation, the MOU shall be reviewed not less than once every 3-year period. The first date of renewal shall be July 1, 2022. The MOU shall automatically renew on July 1st of subsequent years. The Infrastructure Funding Agreement (IFA) attachments to this MOU will be reviewed on an annual basis.

IV. Coordination of Service Delivery Activities

In order to eliminate duplication of services, the Parties to this MOU agree to coordinate the delivery of services and activities to:

- Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- Promote direct access to services through real-time technology.
- Promote information sharing and coordination of activities to improve the performance of the One-Stop/AJC system in part through the use of data access agreements.
- Promote the development and implementation of a more unified system of measuring program performance and accountability.

Additionally, Parties agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer-focused, comprehensive and integrated delivery system.
- Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed, including access to technology and materials, are made available through the One-Stop/AJC system.
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

The programs for which the Parties are responsible are outlined in Appendix 1 of this MOU. CTDOL and CWP agree to provide adequate staff to perform the services identified in the Appendix.

Employment Related Workshops

The Parties agree to work together to ensure the delivery of relevant employment related workshops, eliminate unnecessary content duplication, increase efficiency and reduce any perceived confusion among customers.

A. Referral Arrangements

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

1. Each Party will have information and receive training about the services of all partner agencies within the One-Stop/AJC;
2. Each Party will develop materials summarizing their programs and services, including any basic eligibility and participation requirements, and will make the materials available to partners and customers;
3. Customers accessing services through the One-Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs;
4. When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency;
5. The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness. The parties commit to robust and ongoing communication required for an effective referral process;
6. The Parties will regularly evaluate ways to improve the referral process; and
7. The Parties will actively follow up on the results of referrals to ensure that partner resources are being leveraged at an optimal level.

B. Employer Services

All employers in the workforce development area will receive consistent, quality services through One-Stop/AJC staff. The Parties will work together to ensure coordination of employer services, recruitment activities, applicant screenings and marketing of job opportunities. Employers will be strongly encouraged to conduct recruitments at the One-Stop/AJC facilities. Any WIOA and JFES funded staff working with employers must post job openings in the state job bank/CTHires. Federal and state contractors who are required to post jobs in the state job bank will be advised of their legal obligations.

V. Infrastructure Funding Agreement Cost Allocation and Resource Sharing Methodology

A. The Parties are engaged in the following process:

1. Identification of One-Stop operating costs, including infrastructure costs and additional costs.

2. Development of the One-Stop operating budget that includes an infrastructure costs budget and additional costs budget.
3. Development of the cost allocation methodology, including the identification of costs pools and allocation bases.
4. Determination of estimated partner contributions.
5. Preparation of, and agreement to, the IFA.
6. Allocation of actual costs by each partner's proportionate use and relative benefit received.
7. Conduct of a periodic reconciliation.
8. Modification of the infrastructure costs budget and/or cost allocation methodology, as appropriate.
9. Evaluation of the existing process and preparation for the following program year.

Accordingly, the Parties agree to fund infrastructure costs based on the proportionate share of use by each agency and/or its contracted provider staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principals that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 17-16, and any other federal guidance pertaining to cost allocation and resource sharing. The AJC Infrastructure Budget: Cost Allocation and Resource Sharing Schedule represent estimates and are attached as Attachments A and B.

The Parties hereby outline their agreement to share infrastructure costs for space located at:

Hartford American Job Center 3580 Main Street, Hartford, CT 06120	New Britain American Job Center 260 Lafayette Street, New Britain, CT 06053
Manchester American Job Center 893 Main Street, Manchester, CT 06040	Enfield American Job Center 170 Elm Street, Enfield, CT 06082

B. Each Party's contribution is based on the per square footage costs by percentage of use of the area (cubicle or training room) that is occupied in the corresponding AJC. The infrastructure cost allocation base is per square footage in all AJC's.

C. The Parties agree to pool other shared, allowable costs related to services, operational expenses, promotional materials, and other expenses that cannot be assigned to an individual partner or program, and that result in shared benefits received by multiple parties. Such costs shall be allocated based on a reasonable estimation of the benefits received by each party, using square footage as the allocation base.

D. The IFA will be reviewed on an annual basis. No later than May 1 of each year, the Budget and allocation sheets will be reviewed, and Partner contributions updated based on actual costs in the AJC at the time of the review projected as of July 1 for the coming program year. This will allow CWP to identify IFA costs for AJC and Affiliate offices to all required partners for billing. CWP will need to provide reconciliation of all costs to CTDOL within forty-five (45) days of the close of the preceding quarter in order for CTDOL to invoice CWP. Once CWP's quarterly reconciliation is received, CTDOL will net bill CWP for the AJC and Affiliate office costs per the IFA by the end of the month for the preceding quarter. Any changes in scope or services to the IFA will be adjusted quarterly or at least by the end of the fiscal year with an approved IFA revision.

E. The IFA attachments to this MOU will be reviewed on an annual basis. Any party may initiate a review at any time prior to the mandatory renewal date upon written notice to the other parties in order to negotiate financial arrangements and update the funding of services and operating costs of the One-Stop delivery system, or other necessary updates. The parties shall promptly engage in good-faith negotiations upon receipt of any notice requesting review of this MOU.

VI. North Central Cost Allocation Summary Sheet

In order to provide reconciliation of actual CTDOL and CWP costs for AJCs and/or Affiliate offices where CTDOL is the lease holder, and to provide billing to CWP for net costs relating to AJC and Affiliate offices, similar to the process outlined in Section IV, supra, CWP will need to provide reconciliation of actual AJC occupancy and operating costs (for all sites associated with this MOU) to CTDOL no later than three (3) weeks after the end of the preceding quarter, in order for CTDOL to invoice within 45 days of the close of the preceding quarter. CTDOL will submit quarterly reconciliation of costs to CWP via email by the 15th of each quarterly month costs associated with the Space and Cost Analysis for AJC occupancy and operational expenses. The Space and Cost Analysis for purposes of this section is attached hereto as Attachment C. This document will also be reviewed on a yearly basis.

VII. Other Terms and Conditions

A. State General Terms and Conditions

CWP agrees to comply with general requirements, terms, and conditions as established by the State of Connecticut, attached and incorporated herein as Attachment D.

B. Data Sharing and Reporting

- i. CWP and CTDOL have implemented a separate MOU for purposes of data sharing.
- ii. To the extent possible, CWP and its One-Stop service provider will utilize CTHires and other shared data management systems to collect data and information for system-wide reporting, so as to limit the data collection and reporting burden placed on partner staff. Additionally, all WIOA and JFES funded CWP and CWP contractor staff must enter business services and program activity into CTHires. Requirements pertaining to use of the CTHires system are provided in a separate MOU between CWP and CTDOL.

VIII. Confidentiality of Information

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
- Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.

IX. Severability

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

X. Modification/Termination

This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties.

Except as otherwise provided in the attached General Terms and Conditions, either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

XI. Signatures

For the Connecticut Department of Labor

Kurt Westby, Commissioner of Labor

Date

For the Workforce Development Board:



Alex B. Johnson, President & CEO

6/30/2020

Date



Thomas Mongello, Board Chair

6/30/2020

Date



Marcia Leclerc, Chief Elected Official

6/30/20

Date

Appendix 1: PARTNER-SPECIFIC LANGUAGE

The following sections outline partner-specific roles and requirements as provided under state and federal law.

i. Title I, WIOA Adult, Youth Training

Through contract with CTDOL, CWP is responsible for Title I, WIOA youth and adult training services.

ii. Wagner-Peyser (WIOA Title III)

Pursuant to the Wagner-Peyser Act of 1933, as amended by WIOA, Wagner-Peyser staff provide employment services to jobseekers and employers through the American Job Center sites. CTDOL is the state agency responsible for administering Wagner-Peyser Act services in accordance with federal regulations.

iii. Trade Adjustment Assistance Activities

The Trade Adjustment Assistance (TAA) Program is a federal program established under the Trade Adjustment Assistance Reauthorization Act of 2015 that provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increased imports. CTDOL is the state agency responsible for administering services under the TAA program.

iv. Veterans Services

Veterans may receive reemployment services from trained staff at AJC sites. CTDOL, as the agency responsible for administering Veterans Services in the State of Connecticut, shall coordinate provision of the requisite programs and services.

v. Unemployment Compensation Services

In accordance with WIOA, the Unemployment Insurance (UI) program is responsible to provide meaningful assistance to individuals seeking assistance in filing an unemployment claim at American Job Center sites. Under State and federal law, CTDOL is the agency responsible for administering the UI program and related services in the State of Connecticut.

vi. TANF / JFES Services

Temporary Assistance for Needy Families (TANF) provides time-limited funding for eligible families and pregnant women in need so as to assist families so that children may be cared for in their own homes or the homes of relatives; end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and encourage the formation and maintenance of two-parent families.

The Jobs First Employment Services (JFES) program provides employment services to time-limited recipients of Temporary Family Assistance (TFA), Connecticut's TANF-funded cash assistance program for needy families. The JFES program is administered by CT DOL in partnership with the Department of Social Services (DSS) and the five regional Workforce Development Boards (s). In the North Central Region, CWP is responsible for coordinating the provision of JFES services. TFA applicants are referred to the JFES program by their DSS caseworker. Attendance at a JFES intake session and continued participation in JFES are required in order to receive TFA. CWP's requirements related to the provision of JFES services are provided in a separate contract with CTDOL.

vii. Migrant Seasonal Farm Workers

The National Farmworker Jobs Program (NFJP) is a nationally-directed, locally-administered program of services for migrant and seasonal farmworkers (MSFWs). CTDOL is the agency responsible for administering this program.

viii. Apprenticeship

Registered Apprenticeship is an important workforce development strategy that the workforce system provides to its customers, both job seekers and employers. CTDOL is the agency responsible for administering this program.

ATTACHMENT A: COST ALLOCATION SUMMARY

Capital Workforce Partners IFA Budget Summary: July 1, 2019 - June 30, 2020

CWP Centers

Occupancy in square feet

Partner	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>SDE</u>	<u>Total</u>	<u>Infrastructure</u>
						<u>Cost/SF</u>
Hartford (North)	9,169.68	0.00	37.19	313.13	9,520.00	35.93
Enfield	3,281.06	85.50	53.44	0.00	3,420.00	28.30
Manchester	3,594.64	105.36	0.00	0.00	3,700.00	31.36
New Britain	7,773.24	226.76	0.00	0.00	8,000.00	31.81

CWP Center Infrastructure Costs	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>SDE</u>	<u>Total</u>
Hartford (North)	329,440.19	0.00	1,336.24	11,249.86	342,026.29
Enfield	92,844.54	2,419.40	1,512.13	0.00	96,776.07
Manchester	112,725.30	3,304.02	0.00	0.00	116,029.32
New Britain	247,279.56	7,213.50	0.00	0.00	254,493.05
Total	782,289.59	12,936.92	2,848.37	11,249.86	809,324.73

DOL Center

Occupancy in square feet

Partner	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>SDE</u>	<u>Total</u>	<u>Infrastructure</u>
						<u>Cost/SF</u>
Hartford (South)	582.89	14,287.11	0.00	0.00	14,870.00	\$18.68
DOL Center Infrastructure Costs	10,891.15	266,950.99	0.00	0.00	277,842.14	

Net Infrastructure Costs

DOL share of CWP Centers	12,936.92
CWP share of DOL Center	10,891.15
DOL net costs due CWP	2,045.76

ATTACHMENT B: RESOURCE SHARING SCHEDULE

Capital Workforce Partners IFA Budget Summary: July 1, 2019 - June 30, 2020

CWP Centers

Occupancy in square feet

Partner	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>SDE</u>	<u>Total</u>	<u>Operating Costs/SF</u>
Hartford (North)	9,169.68	0.00	37.19	313.13	9,520.00	35.52
Enfield	3,281.06	85.50	53.44	0.00	3,420.00	23.19
Manchester	3,594.64	105.36	0.00	0.00	3,700.00	29.57
New Britain	7,773.24	226.76	0.00	0.00	8,000.00	23.19

CWP Center Operating Costs	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>SDE</u>	<u>Total</u>
Hartford (North)	325,706.92	0.00	1,321.10	11,122.38	338,150.40
Enfield	76,087.84	1,982.75	1,239.22	0.00	79,309.80
Manchester	106,293.50	3,115.50	0.00	0.00	109,409.00
New Britain	180,261.52	5,258.48	0.00	0.00	185,520.00
Total	688,349.78	10,356.73	2,560.31	11,122.38	712,389.20

DOL Center

Occupancy in square feet

Partner	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>SDE</u>	<u>Total</u>	<u>Operating Costs/SF</u>
Hartford (South)	582.89	14,287.11	0.00	0.00	14,870.00	
DOL Center Infrastructure Costs	0.00	0.00	0.00	0.00	0.00	

Net Infrastructure Costs

DOL share of CWP Centers	10,356.73
CWP share of DOL Center	0.00
DOL net costs due CWP	10,356.73

CWP operating costs include:

On-site management	367,202
Reception	253,344
Intake/Orientation	179,576
Resource Coordination	86,218
Total	886,340

ATTACHMENT C: CWP CENTERS: HARTFORD (SOUTH)

Space Analysis - Hartford

Square Footage Dedicated to Partner Staff

	CWP	DOL	DORS	SDE	Total S.F.
Cubicles - large	1,781		12		1,793.0
Offices	515				515.0
Cubicles - small	385				385.0
Cubicles - admin	228.0				228.0
Total	2,909.2	0.0	11.8	0.0	2,921.0
% of total staff space	99.6%	0.0%	0.4%	0.0%	100.0%

Space Allocation Analysis

	S.F	CWP	DOL	DORS	SDE	Total S.F.
Dedicated Staff Space	2,921.00	2,909.20	0.00	11.80	0.00	2,921.00
Private Cube 1 (available for meetings w/customers)	71.00	70.71	0.00	0.29	0.00	71.00
Private Cube 2 (available for meetings w/customers)	63.00	62.75	0.00	0.25	0.00	63.00
Career Stations (available for any customer)	448.00	446.19	0.00	1.81	0.00	448.00
OLC (available for any enrolled customer)	588.00	585.62	0.00	2.38	0.00	588.00
Assessment/Computer Lab	453.00	451.17	0.00	1.83	0.00	453.00
Bloomfield Room	382.79	381.24	0.00	1.55	0.00	382.79
Bloomfield Room (Adult Ed Class Use)	205.21	0.00	0.00	0.00	205.21	205.21
Granby Room	589.00	586.62	0.00	2.38	0.00	589.00
Mail Machine (rear staff area)	12.00	11.95	0.00	0.05	0.00	12.00
File cabinets (rear staff area)	70.00	69.72	0.00	0.28	0.00	70.00
Printer/Fax (rear staff area)	20.00	19.92	0.00	0.08	0.00	20.00
Copiers (rear staff area)	60.00	59.76	0.00	0.24	0.00	60.00
Printers/Fax (front staff area)	90.00	89.64	0.00	0.36	0.00	90.00
Large copier (front staff area)	58.00	57.77	0.00	0.23	0.00	58.00
Employee break room	100.00	99.60	0.00	0.40	0.00	100.00
Supply cabinets (in employee break room)	78.00	77.68	0.00	0.32	0.00	78.00
IT closet (shared phone system)	30.00	29.88	0.00	0.12	0.00	30.00
Total dedicated space	6,239.00	6,009.41	0.00	24.37	205.21	6,239.00
Common & Circulation Area	3,281.00	3,160.26	0.00	12.82	107.92	3,281.00
Total Space	9,520.00	9,169.68	0.00	37.19	313.13	9,520.00
Percentage of Total Space		96.3%	0.0%	0.4%	3.3%	100.0%

Budget

<u>Infrastructure</u>	<u>P.S.F ANNUAL</u>	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>SDE</u>	<u>Total</u>
General Liab. Insurance	0.40	3,678.93	0.00	14.92	125.63	3,819.48
IT Maintenance Services	0.65	5,973.09	0.00	24.23	203.97	6,201.29
Professional IT Services	10.04	92,019.43	0.00	373.24	3,142.32	95,534.99
Rent	16.84	154,421.60	0.00	626.35	5,273.25	160,321.20
Maintenance-Cleaning	1.31	12,000.98	0.00	48.68	409.81	12,459.47
Utilities	2.09	19,141.23	0.00	77.64	653.64	19,872.51
Equipment Rentals	0.07	624.15	0.00	2.53	21.31	648.00
Copier	1.19	10,875.39	0.00	44.11	371.38	11,290.88
Maint. & Repairs- Others	0.07	670.08	0.00	2.72	22.88	695.68
Telephone	1.30	11,877.66	0.00	48.18	405.60	12,331.44
Postage	0.37	3,382.48	0.00	13.72	115.51	3,511.71
Internet Fees	0.87	7,934.70	0.00	32.18	270.96	8,237.84
Consumable	0.65	5,998.87	0.00	24.33	204.85	6,228.05
Software	0.09	841.61	0.00	3.41	28.74	873.76
Total Infrastructure	35.93	329,440.19	0.00	1,336.24	11,249.86	342,026.29

<u>Operating Costs</u>	<u>P.S.F ANNUAL</u>	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>SDE</u>	<u>Total</u>
On-Site Management	17.01	156,002.98	0.00	632.76	5,327.26	161,963.00
Reception	10.64	97,598.26	0.00	395.87	3,332.83	101,326.96
Orientation/ Intake	7.87	72,123.13	0.00	292.54	2,462.89	74,878.56
Resource Coordination	2.91	26,694.89	0.00	108.28	911.59	27,714.76
Total Operating	38.43	352,419.27	0.00	1,429.45	12,034.56	365,883.28

ATTACHMENT C: CWP CENTERS: ENFIELD

Space Analysis - Enfield

Square Footage Dedicated to Partner Staff

	CWP	DOL	DORS	Other	Total S.F.
Cubicles - large	156.80	11.20			168.00
Offices					0.00
Cubicles - small	273.00		7.00		280.00
Cubicles - admin					0.00
Total	429.80	11.20	7.00	0.00	448.00
% of total staff space	95.9%	2.5%	1.6%	0.0%	100.0%

Space Allocation Analysis

	S.F	CWP	DOL	DORS	Other	Total S.F.
Dedicated Staff Space	448.00	429.80	11.20	7.00	0.00	448.00
Front Desk/Reception	110.00	105.53	2.75	1.72	0.00	110.00
Private Cube 1 (available for any staff member)	64.00	61.40	1.60	1.00	0.00	64.00
Private Cube 2 (available for any staff member)	50.00	47.97	1.25	0.78	0.00	50.00
Career Stations (available for any customer)	112.00	107.45	2.80	1.75	0.00	112.00
OLC (available for any enrolled customer)	360.00	345.38	9.00	5.63	0.00	360.00
Classroom B (may be reserved by any staff member)	240.00	230.25	6.00	3.75	0.00	240.00
Storage (office supplies)	68.00	65.24	1.70	1.06	0.00	68.00
Printer/Fax (rear area)	90.00	86.34	2.25	1.41	0.00	90.00
Copiers (front desk area)	40.00	38.38	1.00	0.63	0.00	40.00
Shared workspace	200.00	191.88	5.00	3.13	0.00	200.00
Employee break area	30.00	28.78	0.75	0.47	0.00	30.00
IT closet (shared phone system)	25.00	23.98	0.63	0.39	0.00	25.00
File cabinets	72.00	69.08	1.80	1.13	0.00	72.00
Total dedicated space	1909.00	1831.45	47.73	29.83	0.00	1909.00
Common & Circulation Area	1511.00	1449.62	37.78	23.61	0.00	1511.00
Total Space	3420.00	3281.06	85.50	53.44	0.00	3420.00
Percentage of Total Space		95.9%	2.5%	1.6%	0.0%	100.0%

Budget

<u>Infrastructure</u>	<u>P.S.F ANNUAL</u>	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>Other</u>	<u>Total</u>
General Liab. Insurance	0.59	1940.92	50.58	31.61	0.00	2023.11
IT Maintenance Services	0.45	1486.67	38.74	24.21	0.00	1549.63
Professional IT Services	6.14	20134.85	524.69	327.93	0.00	20987.47
Rent	16.96	55639.91	1449.90	906.19	0.00	57996.00
Maintenance-Cleaning	0.36	1167.24	30.42	19.01	0.00	1216.67
Equipment Rentals	0.00	0.00	0.00	0.00	0.00	0.00
Copier	1.13	3704.15	96.53	60.33	0.00	3861.00
Maint. & Repairs- Others	0.00	0.00	0.00	0.00	0.00	0.00
Telephone	1.27	4169.07	108.64	67.90	0.00	4345.61
Postage	0.25	819.42	21.35	13.35	0.00	854.12
Internet Fees	0.44	1439.06	37.50	23.44	0.00	1500.00
Consumable	0.63	2081.32	54.24	33.90	0.00	2169.45
Software	0.08	261.92	6.83	4.27	0.00	273.01
Total Infrastructure	28.30	92844.54	2419.40	1512.13	0.00	96776.07

<u>Operating Costs</u>	<u>P.S.F ANNUAL</u>	<u>CWP</u>	<u>DOL</u>	<u>DORS</u>	<u>Other</u>	<u>Total</u>
On-Site Management	11.23	36,835.33	959.88	599.92	0.00	38,395.13
Reception	6.33	20,780.94	541.52	338.45	0.00	21,660.91
Orientation/ Intake	5.63	18,480.89	481.59	300.99	0.00	19,263.47
Resource Coordination	2.48	8,127.94	211.80	132.38	0.00	8,472.12
Total Operating	25.67	84,225.10	2,194.79	1,371.74	0.00	87,791.63

ATTACHMENT C: CWP CENTERS: NEW BRITAIN

Space Analysis - New Britain

Square Footage Dedicated to Partner Staff

	CWP	DOL	Other	Other	Total S.F.
Cubicles - large	867				867.0
Offices	215				215.0
Cubicles - small	108	39			147.0
Cubicles - admin					0.0
Total	1,190.0	39.0	0.0	0.0	1,229.0
% of total staff space	96.83%	3.17%	0.00%	0.00%	100.00%

Space Allocation Analysis

	S.F	CWP	DOL	Other	Other	Total S.F.
Dedicated Staff Space	1,229.00	1,190.00	39.00	0.00	0.00	1,229.00
Conference Area	217.00	210.11	6.89	0.00	0.00	217.00
File Room	90.00	87.14	2.86	0.00	0.00	90.00
Career Stations (available for any customer)	112.00	108.45	3.55	0.00	0.00	112.00
MT Corner (available for any customer)	36.00	34.86	1.14	0.00	0.00	36.00
OLC (available for any enrolled customer)	597.00	578.06	18.94	0.00	0.00	597.00
OKAY (dedicated to Youth)	540.00	540.00	0.00	0.00	0.00	540.00
Fafnir	320.00	309.85	10.15	0.00	0.00	320.00
Burritt	247.00	239.16	7.84	0.00	0.00	247.00
Corbin	300.00	290.48	9.52	0.00	0.00	300.00
Front Desk/Reception	365.00	353.42	11.58	0.00	0.00	365.00
Supply Room	224.00	216.89	7.11	0.00	0.00	224.00
Copier/Printer (outside OKAY)	20.00	19.37	0.63	0.00	0.00	20.00
YouthBuild/WIOA Youth Area	280.00	271.11	8.89	0.00	0.00	280.00
Break Room	480.00	464.77	15.23	0.00	0.00	480.00
Total dedicated space	5,057.00	4,913.66	143.34	0.00	0.00	5,057.00
Common & Circulation Area	2,943.00	2,859.58	83.42	0.00	0.00	2,943.00
Total Space	8,000.00	7,773.24	226.76	0.00	0.00	8,000.00
Percentage of Total Space		97.2%	2.8%	0.0%	0.0%	100.0%

Budget

<u>Infrastructure</u>	<u>P.S.F ANNUAL</u>	<u>CWP</u>	<u>DOL</u>	<u>Other</u>	<u>Other</u>	<u>Total</u>
General Liab. Insurance	0.55	4,300.04	125.44	0.00	0.00	4,425.48
IT Maintenance Services	0.51	3,951.71	115.28	0.00	0.00	4,066.99
Professional IT Services	6.65	51,673.59	1,507.39	0.00	0.00	53,180.99
Rent	17.87	138,946.65	4,053.27	0.00	0.00	142,999.92
Maintenance-Cleaning	2.13	16,549.97	482.79	0.00	0.00	17,032.76
Equipment Rentals	0.00	0.00	0.00	0.00	0.00	-
Copier	1.21	9,431.60	275.13	0.00	0.00	9,706.73
Maint. & Repairs- Others	0.15	1,185.42	34.58	0.00	0.00	1,220.00
Telephone	0.70	5,413.87	157.93	0.00	0.00	5,571.80
Postage	0.50	3,911.57	114.11	0.00	0.00	4,025.68
Internet Fees	0.86	6,699.72	195.44	0.00	0.00	6,895.16
Consumable	0.61	4,722.91	137.77	0.00	0.00	4,860.68
Software	0.06	492.50	14.37	0.00	0.00	506.87
Total Infrastructure	31.81	247,279.56	7,213.50	0.00	0.00	254,493.05

<u>Operating Costs</u>	<u>P.S.F ANNUAL</u>	<u>CWP</u>	<u>DOL</u>	<u>Other</u>	<u>Other</u>	<u>Total</u>
On-Site Management	11.23	87,267.45	2,545.72	0.00	0.00	89,813.16
Reception	6.33	49,232.61	1,436.19	0.00	0.00	50,668.80
Orientation/ Intake	5.63	43,783.52	1,277.23	0.00	0.00	45,060.75
Resource Coordination	3.39	1,577.54	51.70	0.00	0.00	1,629.24
Total Operating	26.59	181,861.12	5,310.83	0.00	0.00	187,171.95

<u>Square Footage Dedicated to Staff By Operation</u>					
		<u>Job Core</u>	<u>BOARD</u>	<u>DOL</u>	<u>Total S.F.</u>
	Cubicles	0	0	1923	1923
	Offices	0	0	280	280
	Other	0	0	1027	1027
	Total	0	0	3230	3230
% of Total Staff Space		0.00%	0.00%	100.00%	3230

<u>Space Allocation Analysis</u>					
		<u>Job Core</u>	<u>BOARD</u>	<u>DOL</u>	<u>Total S.F.</u>
	Dedicated Staff Space	0	0	3230	3,230
	Training Room First Floor	0	0	714	714
	Training Room Second Floor	0	47	900	947
	Conf Room #	0	0	0	0
	Career Center	0	58	1888	1,946
	Lounge	0	0	0	0
	Reception	0	31	986	1,017
	Rest Rooms	0	0	941	941
	Misc Dedicated Space	0	0	331	331
	Tele/Data Room	0	0	435	435
	Janitor Closet	0	0	188	188
	Common & Circulation Area	0	447	4674	5,121
	Total	0	583	14287	14,870
Percentage of Total Space		0.00%	3.92%	96.08%	100.00%

<u>Est. Cost</u>					
<u>CATEGORY</u>	<u>P.S.F ANNUAL</u>	<u>Other</u>	<u>BOARD</u>	<u>DOL</u>	<u>TOTAL</u>
RENT	\$13.73	\$0	\$8,003	\$196,162	\$204,165
GAS	\$0.00	\$0	\$0	\$0	\$0
ELECTRIC	\$2.35	\$0	\$1,368	\$33,526	\$34,894
TAX	\$0.00	\$0	\$0	\$0	\$0
WASTE	\$0.15	\$0	\$87	\$2,130	\$2,217
CLEANING	\$2.14	\$0	\$1,247	\$30,550	\$31,797
RENTAL ENTRY MATS	\$0.08	\$0	\$48	\$1,174	\$1,222
SHREDDING	\$0.03	\$0	\$16	\$395	\$411
SECURITY	\$0.21	\$0	\$123	\$3,013	\$3,136
TOTAL	\$18.68	\$0	\$10,892	\$266,950	\$277,842

Notes:
 Estimated Costs Based on FY2019 Expenditures.

ATTACHMENT D: State of CT General Terms and Conditions

Part IV. GENERAL CONDITIONS

1. GENERAL DEFINITIONS.

- (a) **"Bid"** shall mean a bid submitted in response to a Solicitation.
- (b) **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (c) **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the DOL classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (d) **"Confidential Information Breach"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the DOL, the Contractor, or the State.
- (e) **"Contract"** shall mean this agreement, as of its Effective Date, between the Contractor and the DOL, which establishes a binding legal relationship obligation. As used herein, the term "Contract" shall be synonymous with the terms "agreement" and "grant."
- (f) **"Contractor"** shall mean a person or entity who submits a Bid, if applicable, and who executes a Contract. As used herein, the term "Contractor" shall be synonymous with the term "grantee".
- (g) **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
- (h) **"Day"** shall mean all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (i) **"Department of Labor"** or **"DOL"** shall mean the Labor Commissioner of Connecticut. As used herein the term "Department of Labor" or "DOL" shall be synonymous with the term "grantor."
- (j) **"Goods"** shall mean all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation, if any, and this Contract.
- (k) **"Records"** shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including without limitation, paper or electronic form.
- (l) **"Services"** shall mean the performance of labor or work, as specified in the Solicitation, if any, and the Contract.
- (m) **"Solicitation"** shall mean a State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services ("**DAS**"), even if the DOL has statutes, regulations and procedures which overlap DAS's. However, to the extent that the DOL has statutes, regulations or procedures which the DOL determines in its sole discretion to be inconsistent with DAS's, the DOL's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in this Contract.
- (n) **"State"** shall mean the State of Connecticut, including the DOL and any office, department, board, council, commission, institution or other agency of the State.
- (o) **"Termination"** shall mean an end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (p) **"Title"** shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. **EFFECTIVE DATE.** This Contract shall become effective only as of the date of signature by the DOL's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified on the contract face page.
3. **ASSIGNMENT.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the DOL. The DOL may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the DOL for a breach is without prejudice to the DOL's or the State's rights or possible Claims.
4. **TERMINATION.**
- (a) **Termination in the Best Interests of the State** - Notwithstanding any provisions in this Contract, the DOL, through a duly authorized employee, may Terminate the Contract whenever the DOL makes a written determination that such Termination is in the best interests of the State. The DOL shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.
- (b) **Termination due to Breach of the Contract** - Notwithstanding any provisions in this Contract, the DOL, through a duly authorized employee, may, after making a

written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

- (c) **Termination due to Violation of Representations and Warranties** – For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DOL may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (d) **Termination for Reduction or Termination of Funds** - The DOL reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- (e) **Termination Procedures** –
 - (1) The DOL shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the DOL for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DOL, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the DOL all Records. The Records are deemed to be the property of the DOL and the Contractor shall deliver them to the DOL no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the DOL for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (2) Upon receipt of a written notice of Termination from the DOL, the Contractor shall cease operations as the DOL directs in the notice, and take all actions that are necessary or appropriate, or that the DOL may reasonably direct, for the protection, and preservation of the Goods, funds and any other property under this contract. Except for any work which the DOL directs the Contractor to perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (3) The DOL shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its performance rendered and accepted by the DOL in accordance with the terms of this Contract, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the DOL is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the DOL, the Contractor shall assign to the DOL, or any replacement contractor which the DOL designates, all subcontracts, purchase orders and other commitments, deliver to the DOL all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the DOL may request.
- (f) **Effect of Termination** -
 - (1) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except

with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(2) The DOL reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is Terminated by either party.

(3) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the DOL.

5. **COST MODIFICATIONS.**

- (a) The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
- (b) Notwithstanding any provisions in this Contract, the DOL reserves the right to reallocate or reduce the Contract award at any time in the event that: (1) the Contractor deviates from the project plans as detailed in the Contract; or (2) the Contractor's expenditure rate is not in compliance with applicable law, regulation, or DOL policies and procedures; or (3) the Governor, the General Assembly, or the Office of Policy and Management rescinds, reallocates, or in any way reduces the total amount budgeted for operation of the program during the fiscal year for which such funds are withheld, or (4) federal funding reductions result in reallocation of funds.

- ## 6. **BREACH.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the DOL believes that the Contractor has not performed according to the Contract, the DOL may withhold payment in whole or in part pending resolution of the performance issue, provided that the DOL notifies the Contractor in writing prior to the date that the payment would have been due under the terms of the Contract.

7. **WAIVER.**

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

8. INDEMNIFICATION.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "**Acts**") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the additional insured endorsement to the policy to the DOL prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the DOL. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOL or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

- 9. FORUM AND CHOICE OF LAW.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of

competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- 10. SETOFF.** In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

11. FORCE MAJEURE.

- (a) The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- (b) If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a breach if (1) that party uses reasonable efforts to comply; (2) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (3) that party complies with its obligations under subsection (c) of this section.
- (c) If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under the Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its obligations under this Contract.
- (d) Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in performance or obligations.
- (e) "**Force Majeure Events**" shall mean strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

- 12. AMERICANS WITH DISABILITIES ACT.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DOL may Terminate the Contract if the Contractor fails to comply with the Act.

13. REPRESENTATIONS AND WARRANTIES. The Contractor, represents and warrants to DOL for itself and Contractor Parties, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the DOL under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to the DOL in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the DOL, the ten (10) Days in the section of this Contract concerning disclosure of Contractor Parties

- litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the DOL, such information as the DOL may require to evidence, in the DOL's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the DOL upon complete installation, testing and acceptance of the Goods or Services and payment by the DOL; and
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the DOL all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the DOL.

14. REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES. If in the course of performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("**ConnDMV**") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's

applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in Section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

15. AMENDMENTS; SUPREMACY AND ENTIRETY OF CONTRACT.

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all purchase orders, product schedule updates, statements of work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

16. EXHIBITS. All exhibits referred to in and/or attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

17. EXECUTIVE ORDERS. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

18. NON-DISCRIMINATION.

- (a) For purposes of this Section, the following terms are defined as follows:
 - i. "**Commission**" shall mean the Commission on Human Rights and Opportunities;
 - ii. "**Contract**" and "**contract**" shall include any extension or modification of the Contract or contract;
 - iii. "**Contractor**" and "**contractor**" shall include any successors or assigns of the Contractor or contractor;
 - iv. "**Gender identity or expression**" shall mean a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - v. "**good faith**" shall mean that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "**good faith efforts**" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "**marital status**" shall mean being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - viii. "**mental disability**" shall mean one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "**minority business enterprise**" shall mean any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- x. "public works contract" shall mean any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as

relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the

State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

19. WHISTLEBLOWING. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

20. NOTICE. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively referred to herein as "**Notices**") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be mailed to the party at its address specified on the contract face page.

21. INSURANCE. Before commencing performance of this Contract, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (e) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired

and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

- (c) Professional Liability: \$1,000,000 limit of liability. If professional liability insurance does not typically apply to the contractor's line of business then this insurance is not required.
- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

22. HEADINGS. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

23. NUMBER AND GENDER. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

24. PARTIES. To the extent that any Contractor Party is to participate or perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

25. CONTRACTOR CHANGES. The Contractor shall notify the DOL in writing no later than ten (10) Days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the performance of this Contract.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The DOL, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the DOL's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the DOL in accordance with the terms of the DOL's written request. The DOL may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

26. FURTHER ASSURANCES. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the

provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

27. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents. The State and its agents shall also have timely and reasonable access to the Contractor's and Contractor's Parties personnel for the purposes of interviews and discussions related to the Records and performance of this Contract.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible.
- (h) The Contractor shall comply with all state and federal auditing requirements. This includes, unless and to the extent specifically exempted by law, the requirement of Conn. Gen. Stat. Section 7-396a that the Contractor shall provide for an audit acceptable to the Department of Labor as defined in the "Department of Labor Audit Policy" on file at the Department of Labor.
- (i) The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving

state funds must comply with the Connecticut General Statute Section 7-396a, and the State Single Audit Act, 4-230 through 236 inclusive, and regulations promulgated thereunder. The Grantee agrees that all Records pertaining to the project shall be made available to the State and/or federal auditors upon request. The Contractor shall submit the final audit report in accordance with applicable schedules to:

CT Department of Labor
Business Management Division
Contract Accounting Unit
200 Folly Brook Boulevard
Wethersfield, CT 06109

The audit submitted shall be accompanied by a resolution report for all findings cited in the audit.

- (j) At any time prior to final payment under this Contract, the DOL may have the invoices and detailed statement of costs examined. All current and prior payments shall be subject to reduction for amounts found not to constitute an allowable cost.
- (k) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

28. BACKGROUND CHECKS. The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

29. CONTINUED PERFORMANCE. The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

30. WORKING AND LABOR SYNERGIES. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

31. CONTRACTOR RESPONSIBILITY.

- (a) The Contractor shall be responsible for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

32. **SEVERABILITY.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
33. **CONFIDENTIAL INFORMATION.** The DOL will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the DOL receives. However, all materials associated with the bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL", the DOL will endeavor to keep said information confidential to the extent permitted by law. The DOL, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the DOL or the State have any liability for the disclosure of any documents or information in its possession which the DOL believes are required to be disclosed pursuant to the FOIA or other requirements of law.
34. **REFERENCES TO STATUTES, PUBLIC ACTS, REGULATIONS, CODES AND EXECUTIVE ORDERS.** All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
35. **CROSS-DEFAULT.**
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under the Contract, then the DOL may, in its sole discretion, without more and without any action whatsoever required of the DOL, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("**Other Agreements**") that the Contractor or Contractor Parties have with the DOL. Accordingly, the DOL may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the DOL, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all other agreements with the DOL or the State, then the DOL may, in its sole discretion, without more and without any action whatsoever required of the DOL, treat any such event as a breach, default or failure to perform under the Contract. Accordingly, the DOL may then exercise at its sole option any and all of its rights or remedies provided for in the other agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the DOL or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Contract.
36. **DISCLOSURE OF RECORDS.** This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.
37. **SUMMARY OF STATE ETHICS LAWS.** Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
38. **SOVEREIGN IMMUNITY.** The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
39. **TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

40. CERTIFICATION AS SMALL CONTRACTOR OR MINORITY BUSINESS ENTERPRISE. The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

41. CAMPAIGN CONTRIBUTION RESTRICTION. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached hereto and incorporated by reference.

42. PROTECTION OF CONFIDENTIAL INFORMATION.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the DOL or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the DOL and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the DOL and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time

commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the DOL, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

43. AUDIT REQUIREMENTS FOR RECIPIENTS OF STATE FINANCIAL ASSISTANCE.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the DOL for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

44. ADVERTISING; CREDITS AND RIGHTS IN DATA.

- (a) The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the DOL's prior written approval.
- (b) If the Contractor receives any funds related to grants or Services under this Contract from the State or the federal government, all documents, reports, and other publications for public distribution during or resulting from the performance of this Contract shall include a statement acknowledging the financial support of the State and the department and, where applicable the federal government, unless expressly waived in writing by the DOL. All such publications shall be released in conformance with applicable federal and state law and all regulations and contractual provisions regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the DOL, unless the DOL or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the DOL. Any publication shall contain the following statement: "This publication does not express the views of the Connecticut Department of Labor or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Contract, unless expressly authorized in writing by the DOL. The DOL or federal government where applicable shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The DOL may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the DOL of such data.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

45. FACILITY STANDARDS AND LICENSING COMPLIANCE. The DOL may refuse to make payments under the terms of this Contract for Services for any period of the term of this Contract during which the Contractor is found to have violated applicable local and state licensing, zoning, building, health, fire and safety regulations, ordinances, standards and criteria of pertinent authorities unless the Contractor is formally contesting the authority to require such standards, regulations, ordinances, and criteria or unless the Contractor has submitted a corrective action plan to the DOL and the DOL has approved the plan in writing.

46. DEFAULT BY THE CONTRACTOR. If the Contractor defaults as to or otherwise fails to comply with any of the conditions of this Contract the DOL may: (a) withhold payments until the default is resolved to the satisfaction of the DOL; (b) temporarily or permanently discontinue Services under this Contract; (c) require that unexpended funds be returned to the DOL; (d) assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the DOL; (e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the DOL in order to bring the program into contractual compliance; (f) terminate the Contract in accordance with Section 4 (Termination); (g) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) under this Contract or both; or (h) any combination of the above actions. In addition to the rights and remedies to the DOL by this Contract, the DOL shall have all others rights and remedies granted to it by law in the event of or default by the Contractor under the terms of this Contract.

47. DISPUTES. Except as otherwise provided in the Contract, any dispute covering a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the Commissioner of the DOL or the Commissioner's designee, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the DOL shall be final and conclusive.

48. PURCHASES.

(a) The Contractor agrees to use its best efforts to obtain all supplies and equipment, for use in the performance of this Contract, at the lowest practical cost. When appropriate, the DOL will supply equipment costs to the Contractor in order to assist the Contractor in the procurement of supplies and equipment.

(b) The Contractor agrees to establish and keep an inventory account in the form and manner prescribed by the DOL. The Contractor also agrees to provide the DOL with a detailed inventory report, at such time and in the form and manner prescribed by the DOL, identifying all of the following property (each, a "capitalized asset") acquired with funds from this Contract: (1) real property, and (2) personal property, whether tangible or intangible, having a value of \$5,000 or more and a useful life in excess of one year. For audit purposes, the Contractor further agrees to establish and keep a list of tangible personal property having a value

of less than \$5,000 and/or a useful life of less than one year if such property is designated as "controllable property" by the DOL.

- (c) Title to all capitalized assets and controllable property acquired with funds from this Contract shall remain in DOL.
- (d) The Contractor agrees to maintain all capitalized assets and controllable property in good condition and to implement adequate safeguards to prevent the loss, damage, theft or misuse of any capitalized asset or controllable property.

49. LEASE EQUIPMENT – ASSIGNABILITY.

- (a) The Contractor agrees that in the event it enters into any lease agreement(s) for the use of personal property in performance of this Contract with funds provided under this Contract, the Contractor shall provide the DOL with a copy of any and all such lease agreement(s) immediately upon the execution of said lease agreement(s).
- (b) At the direction of the DOL, the Contractor agrees to assign any and all rights and/or interests to said personal property provided under such lease agreement(s) to DOL, including, but not limited to, options to purchase any equipment subject to such lease agreement(s).
- (c) The DOL shall have the right to direct the Contractor to assign any and all rights and/or interests to personal property provided under such lease agreement(s) at any time during the term of this Contract.

50. FINANCIAL MANAGEMENT SYSTEM.

The Contractor agrees to maintain a financial management system which will provide accurate, current, and complete disclosure of the financial results of each program funded under this Contract and to submit reports to the DOL.

51. LITIGATION.

- (a) The Contractor agrees that the sole and exclusive means for the presentation of any Claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- (b) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

52. LIMITATION OF COST.

- (a) It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor under this Contract exceed the contract amount set forth on the face page of this Contract.
- (b) The Contractor shall conform to the line item category set forth in the Budget Summary, and as to each line item shall expend no more than the amount set forth in said provision, except upon the written consent of the DOL.
- (c) Such funds will generally be made available by the DOL to the Contractor on a reimbursable basis, for eligible costs which are defined as being those costs which are necessary and reasonable for the proper administration and performance of Services to be provided under this Contract. However, if the DOL finds that the Contractor is unable to function on such a basis, the DOL may provide funds to the Contractor for eligible costs on either an advance or working capital advance basis, as prescribed by DOL policy and procedures.

(d) It is expressly understood and agreed that the Contractor shall maintain ultimate liability for expenditures made under the grant. This provision shall not be construed to limit the prerogative of the Contractor to pass liability through Contract or written agreement in accordance with Section 47 (Disputes).

53. PAYMENT.

Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by the State.

54. REFUNDS.

The Contractor agrees that any refunds, rebates, credits or other amounts accruing to or received by the Contractor under this Contract shall be paid by the Contractor to the DOL to the extent that they are properly allocable to costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Contract, within sixty (60) calendar days from the termination of this Contract.

55. POLITICAL ACTIVITIES.

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Contract with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (3) any voter registration activity. In addition, the Contractor further agrees to the limitations of the Hatch Act (5USC 1502(a), 18 USC 595) when Federal funds are involved.

56. PROGRAM REPORTING.

- (a) The Contractor agrees to provide, at the request of the DOL, periodic progress reports relating to the general status of program client(s) placed under this Contract, if applicable. The Contractor further agrees to respond to any such request with reasonable promptness.
- (b) The DOL reserves the right to withhold payments for Services performed under this Contract if the DOL has not received on a timely basis acceptable progress reports, expenditure reports, refunds and/or audits as required for any and all contracts the Contractor has entered into with the DOL.

57. LAYOFF CERTIFICATION.

The Contractor agrees that no program client will be employed pursuant to this Contract in a job from which an employee of said Contractor has been laid off and still holds recall rights pursuant to a collective bargaining agreement or published employer policy, or where there is no collective bargaining agreement or policy governing recall rights, that the Contractor shall not hire a program client for a job from which an employee had been laid off within the past year.

The Contractor further agrees that it shall not terminate the employment of any of its employees or otherwise reduce its workforce with the intention of filling a vacancy so created with a program client hired pursuant to this Contract.

58. ACKNOWLEDGEMENT.

The Contractor acknowledges that any program client employed pursuant to this Contract is an employee for state and federal labor law purposes. The Contractor agrees to comply with such laws.

59. PERFORMANCE AND MONITORING.

- (a) The DOL shall monitor the Contractor's overall performance of this Contract, inform the Contractor of any specific program deficiencies, and make requests for corrective action when necessary.
- (b) The Contractor agrees to cooperate with the DOL by providing any performance reports or information requested by the DOL for the purposes of evaluating the activities funded by this Contract. A time schedule for regular reporting will be determined by the DOL.

60. CONTRACTING VEHICLE.

The Solicitation, if applicable, may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID," ITS USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation" and "Bid," as used in this Contract shall be read to mean "Request for Proposals," "Proposal" and "Proposer" or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

October 1, 2019

*****THE NOTICE REGARDING CAMPAIGN CONTRIBUTION RESTRICTIONS ON THE FOLLOWING TWO PAGES OF THESE GENERAL CONDITIONS APPLIES ONLY TO CONTRACTS HAVING A VALUE IN A CALENDAR YEAR OF \$50,000 OR MORE OR A COMBINATION OR SERIES OF AGREEMENTS OR CONTRACTS HAVING A VALUE OF \$100,000 OR MORE.*****

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
CAPITAL WORKFORCE PARTNERS AND THE
CONNECTICUT STATE BOARD OF EDUCATION (CSBE)**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.

Statutory Authority: The CSBE is authorized to enter into this Agreement pursuant to Sections 4-5 and 4-8 of the Connecticut General Statutes. [The Workforce Board is authorized to enter into this Agreement pursuant to the Workforce Innovation and Opportunity Act, P.L. 113-128 (WIOA).]

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the One-Stop/American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the One-Stop/AJC operator and CSBE for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

I. Purpose of MOU: The purpose of this MOU is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOU provides a foundation for ensuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, and enhancing access to program services that meet the workforce development needs of adults and lead to long-term employment outcomes.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

II. Parties to the MOU: This MOU is between the North Central Connecticut Workforce Development Board, Capital Workforce Partners, One Union Place, Hartford, CT (herein referred to as "WDB") and the CSBE on behalf of the Connecticut State Department of

Education (herein referred to as “CSBE” or “the Partner”), 450 Columbus Boulevard, Hartford, Connecticut (herein collectively referred to as “the Parties”).

The parties to this MOU represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker, YouthBuild; WIOA Title II – Adult Education and Literacy; and Carl D. Perkins Technical Education Act.

III. Duration of Agreement: This MOU is effective for the period July 1, 2019 through June 30, 2022. Pursuant to the aforementioned legislation, this MOU can be extended through the amendment process based on written approval of all partners. See section XIII, Modification/Termination.

IV. Coordination Service Delivery Activities: In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities to:

- A. Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- B. Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- C. Promote direct access to services through real-time technology.
- D. Promote information sharing and coordination of activities to improve the performance of the One- Stop/AJC system in part through the use of data access agreements.
- E. Promote the development and implementation of a more unified system of measuring program performance and accountability.

V. Services available through the One-Stop/AJC System: Parties agree to coordinate services in the implementation of a workforce development system that:

- A. Is committed to a customer-focused comprehensive delivery system.
- B. Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed through the One- Stop/AJC system.
- C. Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- D. Develops collaborative relationships with the network of other agencies and partners in the local/regional area.
- E. Access to the services provided pursuant to the MOU will be made available through the One-Stop/AJC system by the responsible party(ies) listed. When CSBE contracts with an education provider to deliver services described in this MOU, CSBE will direct the contractor(s) to comply with the applicable terms of the MOU for service delivery coordination.

VI. Responsibilities of the CSBE: In collaboration with the WDB, the CSBE shall:

- A. Conduct initial assessment of skill levels, career interests, aptitudes, abilities and characteristics of AJC customers to determine their eligibility for adult education and/or career services;

- B. Provide updated information concerning new programs, initiatives, and grants;
 - C. Deliver services to applicants and eligible individuals based on the specific policies that govern each party;
 - D. Provide information and data, if available, with respect to this MOU;
 - E. Provide Adult Education and Literacy services under WIOA Title II that:
 - 1. Assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
 - 2. Assist adults who are parents or family members to obtain the education and skills that (a) are necessary to becoming full partners in the educational development of their children; and (b) lead to sustainable improvements in the economic opportunities for their family;
 - 3. Assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, including through career pathways; and
 - 4. Assist immigrants and other individuals who are English language learners in
 - (a) improving their reading, writing, speaking, and comprehension skills in English; and their mathematics skills, and
 - (b) acquiring an understanding of the American system of government, individual freedom, and the responsibilities of citizenship.
 - F. Provide College and Career Pathways programs under the Carl D. Perkins Career and Technical Education Act, and align such programs with the occupational and industry demands described in the WDB's local WIOA Plan;
 - G. Assess and refer adult education students in need of career services to the AJC center(s) for employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice;
 - H. Supply copies of the Connecticut Competency System (CCS) instruments and forms as needed, and provide new CCS Assessment Administration and Security Agreements for signature by the WDB Chief Executive;
 - I. Provide performance and cost information data on local adult education programs funded by state and federal resources for access at and through the AJC system to assist customers in making appropriate educational decisions;
 - J. Provide data on the number of customers attending Partner funded activities in the region. The data should include numbers enrolled, completing and attaining a high school diploma or its equivalent or post-secondary certificate or credential;
 - K. Provide information necessary for the monitoring of AJC activities by the WDB including, but not limited to, its organizational chart, Equal Employment Opportunity and complaint procedures; and
 - L. Provide an up to date directory of adult education and career training programs funded by the Partner under WIOA Title II and Carl D. Perkins Career and Technical Education Act to AJC partners and staff.
- VII. Responsibilities of the WDB: In consultation with the CSBE, the WDB shall:
- A. Conduct initial assessment of skill levels, career interests, aptitudes, abilities and characteristics of AJC customers to determine their eligibility for adult education and/or career services;

- B. Provide updated information to the Partner concerning new programs, initiatives and grants;
- C. Deliver services to applicants and eligible individuals based on the specific policies that govern each party;
- D. Provide information and data, if available, with respect to this MOU.
- E. Provide information from the directory of Partner-funded adult education and career training programs and services to AJC customers;
- F. Assess and refer AJC job-seeker customers in need of adult education services to the Partner;
- G. Ensure that AJC staff coordinate with the Partner on services for individuals without a high school diploma or GED, who lack basic skills, or who have limited English proficiency, as appropriate;
- H. Provide basic career services, including orientation, job search assistance, information on and referral to support services, labor market information, and employment related workshops;
- I. Provide individualized career services to dislocated workers and low income individuals with barriers to employment, including comprehensive and specialized assessments, development of an individual employment plan, career counseling, short-term pre-vocational and workforce preparation activities, internships and work experiences;
- J. Provide WIOA Title I-funded training services to eligible individuals, primarily through Individual Training Accounts; and
- K. Assist Partner with procurement of WIOA Title II services, including establishment of priorities in accordance with the local WIOA Plan.

VIII. Referral Arrangements: In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- A. Each party will have information and receive training about the services of all partner agencies within the One-Stop/AJC.
- B. Customers accessing services through the One-Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs.
- C. When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency.
- D. The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness. Detailed referral procedures will be described in the local/regional Addendum.

IX. Cost Allocation and Resource Sharing Methodology: CSBE agrees to fund infrastructure costs based on the proportionate share of use by CSBE and/or its contracted provider staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principles that require costs that are

allowable, reasonable, necessary and allocable as outlined in TEG 17-16, and any other federal guidance pertaining to cost allocation and resource sharing. The One- Stop Infrastructure Funding Share of Use is detailed in Attachment A. The cost allocation method and budget are detailed in Attachment B.

- X. Confidentiality of Information: To safeguard information, the Parties agree:
- A. Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
 - B. Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.
 - C. In all respects, the Parties shall comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this Agreement.
 - D. WDB and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - E. The WDB or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3. A process for reviewing policies and security measures at least annually;
 - 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - F. The WDB and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four

(24) hours, after they become aware of or suspect that any Confidential Information which WDB or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the WDB shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the WDB at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to: reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The WDB's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- G. The WDB shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- H. Nothing in this Section shall supersede in any manner WDB's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the WDB as a Business Associate of the Department.
- I. The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:
 - 1. "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - 2. "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any

Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the WDB, the Department or State.

- XI. Equal Opportunity and Access to Services: The One-Stop/AJC system provides equal access to all job- seekers. The Parties agree:
- A. The partners in the One-Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services.
 - B. The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One-Stop/AJC system.
 - C. One-Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities.
 - D. Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv).
 - E. The Parties commit to comply with the Americans with Disability Act Amendment of 2008.
 - F. The Parties commit to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.
- XII. Sovereign Immunity: The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.
- XIII. Claims Against the State: The WDB agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the WDB further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- XIV. Severability: If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

- XV. Monitoring: The Parties to this MOU recognize that the local Board, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that Federal awards are used for authorized purposes in compliance with law, regulations, and State policies:
- A. Those laws, regulations, and policies are enforced properly,
 - B. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
 - C. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
 - D. Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
 - E. All MOU terms and conditions are fulfilled.
- XVI. Dispute Resolution: The Parties agree to try to resolve policy or practice disputes at the lowest level, starting with site supervisor(s) and staff. If the Parties cannot be resolved disputes at this level, they shall refer such disputes to the management staff of the respective staff employer and the operator, for discussion and resolution. If disputes remain unresolved, they shall be referred to the Office of Workforce Competitiveness for assistance.
- XVII. Non-Discrimination:
- A. For purposes of this Section, the following terms are defined as follows:
 1. "Commission" means the Commission on Human Rights and Opportunities;
 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 3. "WDB" includes any successors or assigns of the WDB;
 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

7. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 10. "public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
 11. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- B. (1) The WDB agrees and warrants that in the performance of the Contract WDB will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by WDB that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the WDB further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the WDB that such disability prevents performance of the work involved;
- (2) the WDB agrees, in all solicitations or advertisements for employees placed by or on behalf of the WDB, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the WDB agrees to provide each labor union or representative of workers with which the WDB has a collective bargaining Agreement or other contract or understanding and each contractor with which the WDB has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the WDB's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the WDB agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the WDB agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the WDB as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the WDB agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- C. Determination of the WDB's good faith efforts shall include, but shall not be limited to, the following factors: The WDB's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- D. The WDB shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- E. The WDB shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, contractor or manufacturer unless exempted by regulations or orders of the Commission. The WDB shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if the WDB becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the Commission, the WDB may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- F. The WDB agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- G. (1) The WDB agrees and warrants that in the performance of the Contract it will not discriminate or permit discrimination against any person or group of persons on the

grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the WDB agrees to provide each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding and each contractor with which it has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the WDB's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the WDB agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the WDB agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the WDB which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- H. The WDB shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, contractor or manufacturer unless exempted by regulations or orders of the Commission. The WDB shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if it becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the Commission, the WDB may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

XVIII. Modification/Termination:

- A. This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOU does not necessarily require a modification to the local plan.
- B. Revisions to this Agreement's objectives, services, or plan must be approved in writing by the Parties. A formal amendment, in writing, shall not be effective until executed by all parties to the Agreement, and shall be required for extensions to the final date of the Agreement period and any other revision determined material by the Parties.
- C. Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

- XIX. Additional Terms: All Parties to this Agreement shall comply with the following:
- A. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
 - B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
 - C. Section 504 of the Rehabilitation Act of 1973, as amended;
 - D. The Americans with Disabilities Act of 1990 (Public Law 101-336);
 - E. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
 - F. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
 - G. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
 - H. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
 - I. The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603);
 - J. All amendments to each; and
 - K. All requirements imposed by the regulations issued pursuant to these acts.

XX. Contact Information:

- A. The CSBE agrees to provide all notices to the WDB under this Agreement to:
- Julie Watson, Compliance & Accountability Administrator
Capital Workforce Partners One Union Place Hartford, CT 06103
Phone: 860-899-3478
E-mail: jwatson@capitalworkforce.org

B. The WDB agrees to provide all notices to the CSBE under this Agreement to:

Susan Pierson - Education Consultant
Connecticut State Department of Education
450 Columbus Boulevard, Suite 508
Hartford, CT 06103
Tel: 860-807-2121
E-mail: susan.pierson@ct.gov

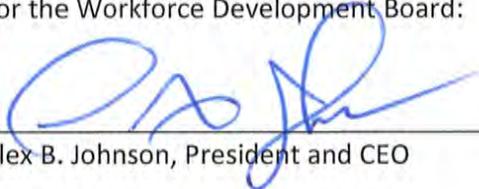
XIV. Signatures

For the Connecticut State Board of Education:

~~_____~~
~~Diana Wentzell, Commissioner of CSBE~~

Date

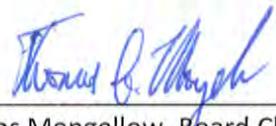
For the Workforce Development Board:



Alex B. Johnson, President and CEO

6-26-19

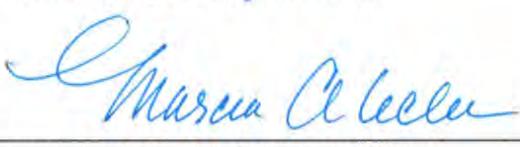
Date



Thomas Mongellow, Board Chair

6-21-19

Date



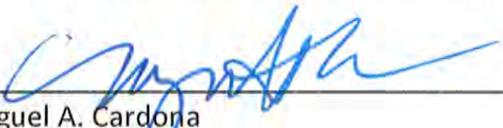
Marcia Leclerc, Chief Elected Official

6-26-19

Date

XXI. Signatures

For the Connecticut State Board of Education:



Dr. Miguel A. Cardona
Commissioner of CSBE



Date

For the Workforce Development Board:

Alex B. Johnson, President and CEO

Date

Thomas Mongellow, Board Chair

Date

Marcia Leclerc, Chief Elected Official

Date

One-Stop Infrastructure Funding Agreement
CT State Board of Education

Whereas the parties have entered into this Memorandum of Agreement to provide services as partners in the One-Stop American Job Center system, the parties hereby agree to share infrastructure costs for space located at the location(s) listed below:

- 3580 Main Street, Hartford, CT 06103 (“Hartford AJC”).
- 260 Lafayette Street, New Britain, CT (“New Britain AJC”)
- 893 Main Street, Manchester, CT (“Manchester AJC”)
- 170 Elm Street, Enfield, CT (“Enfield AJC”)
- 430 North Main Street, Bristol, CT (“Bristol AJC”)
- 417 Main Street, East Hartford, CT (“East Hartford AJC”)
- No physical presence in an AJC

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this agreement shall be July 1, 2019 – June 30, 2020
2. The Partner’s contribution is based on the physical presence of its FTEs in the AJC(s).
3. Partner staff will be provided a workstation that includes:
 - a. A standard work station – cubicle and chair
 - b. A telephone, with an identification code to authorize and track long distance usage
 - c. A computer with internet connection
4. Partner staff will have reasonable access to shared AJC resources:
 - a. Staff and guest WiFi
 - b. Fax machine, copier, printer, and related supplies
 - c. Assistance with customer reception from front-desk staff
 - d. Training rooms, reserved in accordance with operational protocol, coordinated with the One-Stop Operator
 - e. No-cost parking
5. Partner staff with a full-time presence, five days per week, may request installation of a locking, two- drawer file cabinet in a dedicated workstation, to be provided at additional cost.
6. Partner occupancy will be limited to regular business hours; Partner staff will not have keys and will not be responsible for opening or closing the AJC.
7. Partner will limit its usage of the AJC and resources to services and activities directly related to the AJC Partner program(s) identified in the MOU. CWP or its One-Stop Operator may request that Partner provide justification demonstrating reasonableness of use or direct benefit to the identified Partner program.
8. Partner will ensure that its staff will follow all applicable confidentiality requirements, including protection of Personally Identifiable Information (PII), related to information viewed or accessed in the AJC.
9. The financial consideration is based upon the One-Stop Infrastructure and Operating

Budget as detailed in Attachment B.

10. The minimum contribution for each Partner with a physical presence in the AJC is 1 day per week / .2 FTE, regardless of actual days and hours of occupancy. If Partner maintains less than 1 FTE in the AJC, it shall coordinate with the One-Stop Operator, in accordance with operational protocol, to establish an occupancy schedule.
11. The cost allocation plan and Partner contributions are detailed in Attachment B.
12. Under the terms of the agreed upon allocation methods, the Partner will be invoiced in arrears for allocable contributions based on actual costs. Invoices outlining costs will be generated within 60 days of the close of each calendar quarter.
13. Payment of Partner contribution will be submitted within 45 days of the receipt of each quarterly invoice.
14. No later than May 15th of each year, the Budget and allocation base will be reviewed and projected Partner contributions for the subsequent Federal Performance Period will be distributed.
15. The Infrastructure Funding Agreement (IFA) will be renewed for annual one-year periods, effective July 1, 2020. The renewal will incorporate the updated projected Partner contributions based on a review of the allocation base in accordance with the cost allocation plan.
16. This Agreement does not provide Partner with:
 - a. Access to the CWP computer network or shared drives
 - b. Office supplies beyond reasonable use of the copier and fax machines
 - c. Postage or use of postage meter
 - d. Help desk support beyond ensuring that AJC equipment is functioning
 - e. Online Learning Center usage for Partner-facilitated training or workshops
 - f. Excessive and/or unreasonable utilization of the included shared AJC resources
17. Partners with a physical presence in the AJC will provide a Certificate of Insurance listing Capital Workforce Partners, One Union Place, Hartford, CT 06103 as an Additional Insured and Certificate Holder, prior to occupancy in the AJC.
18. The parties agree to try to resolve policy or practice disputes at the lowest level, starting with site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution. If issues remain unresolved, such issues shall be referred to the Office of Workforce Competitiveness for assistance.
19. The parties agree to comply with general requirements, terms, and conditions as established by the State of Connecticut and attached herewith.

State of Connecticut General Requirements, Terms and Conditions

1. As specified in federal law, the infrastructure costs budget (1) should not include personnel costs, as defined in 2 CFR 200.430 - 200.431 of the Uniform Guidance; and (2) should include costs that support the general operation of the one stop center (WIOA sec. 121(h)(4) and 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)) – e.g. rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to

facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94.

2. The Infrastructure Funding Agreement (IFA) renewal will be via a written modification to the IFA, signed by all parties, and shall be effective upon the last signature of a party to the IFA. The MOU and IFA will be reviewed minimally every three years to ensure appropriate funding and delivery of services. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU.
3. Monitoring: The Parties to this MOU recognize that the local Board, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
 - Those laws, regulations, and policies are enforced properly,
 - Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
 - Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
 - Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
 - All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

4. Per 20 CFR 678.755, there must be a provision on the steps the partners to the MOU used to reach consensus or the assurance that the local area followed the State Funding Mechanism process.
5. The parties to this MOU/IFA recognize that when a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). Upon notification, Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the

agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, or a Partner is unwilling to agree to a provision or modification, the process outlined in the Dispute Resolution section is to be followed.

6. Additional obligations of the Parties:

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603),
- All amendments to each;
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Attachment B

Capital Workforce Partners IFA Budget Summary: July 1, 2019 - June 30, 2020

Note: budget is estimated based on FY19 costs, and will be revised quarterly through reconciliation with actual expenses.

Total IFA Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 700,184	\$ -	\$ 1,465	\$ 1,465	\$ 23,909	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,023
Enfield	\$ 232,368	\$ 6,055	\$ 3,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,207
New Britain	\$ 455,059	\$ 12,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 467,190
Manchester	\$ 259,602	\$ 7,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,238
Bristol	\$ 123,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,742
East Hartford	\$ 229,525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,525
Total	\$ 2,004,957	\$ 245,228	\$ 5,249	\$ 1,465	\$ 23,909	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,290,908

Share of Total - all locations	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
87.5%	10.7%	0.2%	0.1%	1.0%	0.0%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Facility Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 329,400	\$ -	\$ 689	\$ 689	\$ 11,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,026
Enfield	\$ 94,785	\$ 2,470	\$ 1,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,799
New Britain	\$ 247,885	\$ 6,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,493
Manchester	\$ 112,714	\$ 3,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,029
Bristol	\$ 99,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,394
East Hartford	\$ 93,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,427
Total	\$ 977,606	\$ 12,393	\$ 2,233	\$ 689	\$ 11,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,004,169

Additional Operating Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford North	\$ 370,784	\$ -	\$ 776	\$ 776	\$ 12,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,996
Enfield	\$ 137,582	\$ 3,585	\$ 2,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,408
New Britain	\$ 207,174	\$ 5,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,697
Manchester	\$ 146,888	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,208
Bristol	\$ 24,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,348
East Hartford	\$ 136,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,099
Total	\$ 1,022,874	\$ 13,428	\$ 3,016	\$ 776	\$ 12,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,052,756

Partner Occupancy by Square Footage	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	285	13,943	0	0	0	0	642	0	0	0	0	0	14,869
Hartford North	9,172	0	19	19	313	0	0	0	0	0	0	0	9,523
Enfield	3,281	86	53	0	0	0	0	0	0	0	0	0	3,420
New Britain	7,792	208	0	0	0	0	0	0	0	0	0	0	8,000
Manchester	3,594	106	0	0	0	0	0	0	0	0	0	0	3,700
Bristol	2,800	0	0	0	0	0	0	0	0	0	0	0	2,800
East Hartford	2,640	0	0	0	0	0	0	0	0	0	0	0	2,640
Total	29,564	14,342	73	19	313	-	642	-	-	-	-	-	44,952

Partner Shares of Square Footage	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	1.91%	93.77%	0.00%	0.00%	0.00%	0.00%	4.32%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hartford North	96.31%	0.00%	0.20%	0.20%	3.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Enfield	95.94%	2.50%	1.56%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
New Britain	97.40%	2.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Manchester	97.14%	2.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Bristol	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
East Hartford	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Total	65.77%	31.90%	0.16%	0.04%	0.70%	0.00%	1.43%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

**MEMORANDUM OF AGREEMENT
BETWEEN
CAPITAL WORKFORCE PARTNERS
AND THE
CONNECTICUT DEPARTMENT OF REHABILITATION SERVICES**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act local boards, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding with their one-stop partners concerning the operation of the one-stop delivery system in Connecticut's five regional areas.* This Memorandum of Agreement (MOA) serves as the memorandum of understanding as required by the Act.

Pursuant to the above, this MOA shall contain provisions describing the following:

- a. The services to be provided through the one stop/ American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such a system will be apportioned; and
- c. The methods of referral of individuals between the one-stop/AJC operator and the Connecticut Department of Rehabilitation Services (DORS) for appropriate services and activities.

This MOA will serve as a general framework of agreed-upon terms. Specific local/regional program operation, referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOA when applicable.

I. Purpose of MOA

The purpose of this MOA is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOA provides a foundation for assuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, enhancing access to program services and the long-term employment outcomes for individuals with disabilities so that those individuals may prepare for and engage in competitive integrated employment consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

II. Parties to the MOA

This Memorandum of Agreement (MOA) is between Capital Workforce Partners (herein referred to as “WDB”) and the Connecticut Department of Rehabilitation Services (herein referred to as “DORS” or “the Partner”), 55 Farmington Ave, Hartford, Connecticut (herein referred to as “the Parties”).

The Parties to this MOA represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker; Jobs First Employment Services; and WIOA Title I - Amendments to the Rehabilitation Act of 1973.

III. Duration of Agreement

This MOA is effective July 1, 2019 through June 30, 2022. Pursuant to the aforementioned legislation, the MOA shall be reviewed not less than once every 3-year period. The first date of mandatory renewal shall be July 1, 2020. The MOA shall automatically renew on July 1st of subsequent years. Either Party may initiate a review at any time prior to the mandatory renewal date upon written notice to the other Party in order to negotiate financial arrangements and update the funding of services and operating costs of the one-stop delivery system, or other necessary updates. The Parties shall promptly engage in good-faith negotiations upon receipt of any notice requesting review of this MOA.

IV. Coordination of Service Delivery Activities

In order to eliminate duplication of services, the Parties to this MOA agree to coordinate the delivery of services and activities to:

- a. Jointly promote the coordinated delivery of services through program integration when feasible and joint planning at the state and local level;
- b. Coordinate resources and programs to ensure a streamlined and efficient workforce development system;
- c. Promote direct access to services through real-time technology;
- d. Promote information sharing and coordination of activities to improve the performance of the One Stop/AJC system in part through the use of data access agreements; and
- e. Promote the development and implementation of a more unified system of measuring program performance and accountability.

Services available through the One-Stop/AJC System

Parties agree to coordinate services in the implementation of a workforce development system that:

- a. Is committed to a customer-focused comprehensive delivery system;

- b. Ensures the needs of adults, youth, dislocated workers, and individuals with barriers to employment, including individuals with disabilities are addressed, including access to technology and materials, which are made available through the One-Stop/AJC system;
- c. Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness; and
- d. Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the AJC/One Stop system by the responsible Parties listed. When DORS contracts with a provider to deliver services described in this MOA, DORS will direct the contractor(s) to comply with the applicable terms of the MOA for service delivery.

Description of Services	Responsible Party
Provide consultation, technical assistance, and support services to the One Stop service region including disability awareness, employer accommodations under the Americans with Disabilities Act (ADA) and guidance on the use of assistive technology that is available at the One Stop/AJC centers for individuals that require alternate modes of communication.	DORS
Assess and refer individuals with disabilities to the One Stop/AJC center(s) for competitive integrated employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.	DORS
Serve as a resource of One Stop/AJC customers with disabilities requesting information and assist with referral and application for vocational rehabilitation services.	DORS
Provide guidance to the One Stop/AJC staff and customers on disability-related resources, agencies and activities that will help facilitate the transition to competitive employment.	DORS
Provide information sessions at the One Stop/AJC center(s) based on demand and resources in order to familiarize One Stop/AJC customers with DORS services.	DORS
Partner with the One Stop/AJC center(s) to provide career information and competitive integrated employment activities for youth with disabilities.	DORS
Ensure that the One Stop/AJC staff and contractors complete training provided by the Partner in order to ensure awareness and sensitivity related to serving individuals with disabilities.	WDB
Consult with Partner to improve access to services for individuals with disabilities, including youth with disabilities.	WDB

Description of Services	Responsible Party
Ensure that One Stop/AJC staff coordinates services for individuals with disabilities as appropriate, with Partner, including integration with employee resource teams.	WDB
Make Basic Career Services available to Partner referrals including the opportunity to participate in job-driven training and pursue high-quality employment outcomes. Such services shall include basic skills (i.e. reading and math), resume writing, technology literacy, customer service, problem solving and decision making, financial literacy, job seeking skills, and interpersonal and communication skills; some, or all of which, may be provided by local AJC partners.	WDB
Make disability resources and information available to employers including information received from Partner's Employment Division.	WDB
Provide updated information to the Partner concerning new programs, initiatives, and grants.	WDB
Include Partner in outreach initiatives to under-served groups.	WDB
Determine eligibility for their respective programs.	WDB & DORS
Deliver services to applicants and eligible individuals based on the specific policies that govern each entity.	WDB & DORS
Provide information and data, if available, with respect to this MOA.	WDB & DORS

VI. Employment Related Workshops

The Parties agree to work together to ensure the delivery of relevant employment-related workshops, eliminate unnecessary content duplication, increase efficiency and reduce any perceived confusion among customers. Each local/regional area will determine which Party will be responsible for workshop delivery based on needs, location, and resources (human and fiscal).

VII. Referral Arrangements

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- a. Each Party will have information and receive training about the services of all partner agencies within the One Stop/AJC;
- b. Customers accessing services through the One Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs; and
- c. When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide an appropriate referral to the customer.

The Parties will ensure that staff makes appropriate referrals depending on each customer’s individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness. Detailed referral procedures will be described in the local/regional addendum.

VIII. Employer Services

All employers in the workforce development area will receive consistent, quality services through One Stop/AJC staff. Parties will work together to ensure coordination of employer services, recruitment activities, applicant screenings and marketing of job opportunities. Employers will be strongly encouraged to conduct recruitments at the One Stop/ AJC facilities.

Recruitment and other business services on behalf of employers, including small employers, under the Rehabilitation Act of 1973, as amended by WIOA and under a variety of State laws. These services shall include the following:

RECRUITMENT AND OTHER BUSINESS SERVICES	Responsible Party
Conduct Business needs assessments.	WDB & DORS
Funding for employment and training programs contingent upon funding availability.	WDB & DORS
Information on training programs.	WDB & DORS
Coordinate marketing of apprenticeship training.	WDB & DORS
Match customers to integrated employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.	WDB & DORS
Coordinate marketing of business and worker services offered under this title to area employers.	WDB & DORS
Referral to employer hiring incentive programs.	WDB & DORS

IX. Cost Allocation and Resource Sharing Methodology

The Parties have negotiated a cost sharing agreement, the Infrastructure Funding Agreement (IFA), based on the proportionate share of use by DORS and/or its contracted provider staff consistent with each program’s Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principles that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 17-16, and any other federal guidance pertaining to cost allocation and resource sharing. The IFA is incorporated as Attachment A to this MOA and the budget is incorporated as Attachment B. The respective allocations for Bureau of Rehabilitation Services and Bureau of Education and Services for the Blind are incorporated as Attachment C. The IFA will be reviewed and negotiated annually based on proportionate share of use and one-stop infrastructure and operating budget.

X. Confidentiality of Information

To safeguard information, the Parties agree:

- a. Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information; and
- b. Access to program/customer-specific information is restricted only to authorized personnel and to agents of the Parties, with prior authorization of the data owner.

XI. Equal Opportunity and Access to Services

The One Stop/AJC system provides equal access to all job-seekers. The Parties agree:

- a. The partners in the One Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services;
- b. The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One Stop/AJC system.
- c. One Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities;
- d. Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv);
- e. The Parties commit to comply with the Americans with Disabilities Act of 1990, as amended; and
- f. The Parties commit to promoting capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

XII. Severability

If any part of this MOA is found to be null and void, or is otherwise stricken, the rest of this MOA shall remain in full force and effect, until renegotiated or rewritten.

XIII. Modification/Termination

This MOA and addendums, if applicable, constitutes the entire agreement between the Parties hereto and will become effective upon its execution by the Parties. This MOA may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOA does not necessarily require a modification to the local plan.

Either Party to this MOA may terminate participation in this MOA by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other Party.

XIV. Signatures

For the Connecticut Department of Rehabilitation Services:

Amy Porter, Commissioner

Date

For the Workforce Development Board:



Alex B. Johnson, President & CEO

6-26-19

Date



Thomas Mongellow, Board Chair

6-21-19

Date



Marcia Leclerc, Chief Elected Official

6-26-19

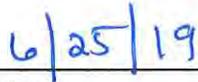
Date

XIV. Signatures

For the Connecticut Department of Rehabilitation Services:



Amy Porter, Commissioner



Date

For the Workforce Development Board:

Alex B. Johnson, President & CEO

Date

Thomas Mongellow, Board Chair

Date

Marcia Leclerc, Chief Elected Official

Date

One-Stop Infrastructure Funding Agreement
CT Department of Rehabilitation Services

Whereas the parties have entered into this Memorandum of Agreement to provide services as partners in the One-Stop American Job Center system, the parties hereby agree to share infrastructure costs for space located at the location(s) listed below:

- 3580 Main Street, Hartford, CT 06103 (“Hartford AJC”).
- 260 Lafayette Street, New Britain, CT (“New Britain AJC”)
- 893 Main Street, Manchester, CT (“Manchester AJC”)
- 170 Elm Street, Enfield, CT (“Enfield AJC”)
- 430 North Main Street, Bristol, CT (“Bristol AJC”)
- 417 Main Street, East Hartford, CT (“East Hartford AJC”)
- No physical presence in an AJC

The allocation of FTEs and costs among CT Bureau of Rehabilitation Services and CT Bureau of Education and Services for the Blind is detailed at Attachment C.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this agreement shall be July 1, 2019 – June 30, 2020
2. The Partner’s contribution is based on the physical presence of its FTEs in the AJC(s).
3. Partner staff will be provided a workstation that includes:
 - a. A standard work station – cubicle and chair
 - b. A telephone, with an identification code to authorize and track long distance usage
 - c. A computer with internet connection
4. Partner staff will have reasonable access to shared AJC resources:
 - a. Staff and guest WiFi
 - b. Fax machine, copier, printer, and related supplies
 - c. Assistance with customer reception from front-desk staff
 - d. Training rooms, reserved in accordance with operational protocol, coordinated with the One-Stop Operator
 - e. No-cost parking
5. Partner staff with a full-time presence, five days per week, may request installation of a locking, two- drawer file cabinet in a dedicated workstation, to be provided at additional cost.
6. Partner occupancy will be limited to regular business hours; Partner staff will not have keys and will not be responsible for opening or closing the AJC.
7. Partner will limit its usage of the AJC and resources to services and activities directly related to the AJC Partner program(s) identified in the MOA. CWP or its One-Stop Operator may request that Partner provide justification demonstrating reasonableness of use or direct benefit to the identified Partner program.
8. Partner will ensure that its staff will follow all applicable confidentiality requirements,

including protection of Personally Identifiable Information (PII), related to information viewed or accessed in the AJC.

9. The financial consideration is based upon the One-Stop Infrastructure and Operating Budget as detailed in Attachment B.
10. The minimum contribution for each Partner with a physical presence in the AJC is 1 day per week / .2 FTE, regardless of actual days and hours of occupancy. If Partner maintains less than 1 FTE in the AJC, it shall coordinate with the One-Stop Operator, in accordance with operational protocol, to establish an occupancy schedule.
11. The cost allocation plan and Partner contributions are detailed in Attachment B.
12. Under the terms of the agreed upon allocation methods, the Partner will be invoiced in arrears for allocable contributions based on actual costs. Invoices outlining costs will be generated within 60 days of the close of each calendar quarter.
13. Payment of Partner contribution will be submitted within 45 days of the receipt of each quarterly invoice.
14. No later than May 15th of each year, the Budget and allocation base will be reviewed and projected Partner contributions for the subsequent Federal Performance Period will be distributed.
15. The Infrastructure Funding Agreement (IFA) will be renewed for annual one-year periods, effective July 1, 2020. The renewal will incorporate the updated projected Partner contributions based on a review of the allocation base in accordance with the cost allocation plan.
16. This Agreement does not provide Partner with:
 - a. Access to the CWP computer network or shared drives
 - b. Office supplies beyond reasonable use of the copier and fax machines
 - c. Postage or use of postage meter
 - d. Help desk support beyond ensuring that AJC equipment is functioning
 - e. Online Learning Center usage for Partner-facilitated training or workshops
 - f. Excessive and/or unreasonable utilization of the included shared AJC resources
17. Partners with a physical presence in the AJC will provide a Certificate of Insurance listing Capital Workforce Partners, One Union Place, Hartford, CT 06103 as an Additional Insured and Certificate Holder, prior to occupancy in the AJC.
18. The parties agree to try to resolve policy or practice disputes at the lowest level, starting with site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution. If issues remain unresolved, such issues shall be referred to the Office of Workforce Competitiveness for assistance.
19. The parties agree to comply with general requirements, terms, and conditions as established by the State of Connecticut and attached herewith.

State of Connecticut General Requirements, Terms and Conditions

1. As specified in federal law, the infrastructure costs budget (1) should not include personnel costs, as defined in 2 CFR 200.430 - 200.431 of the Uniform Guidance; and (2) should include costs that support the general operation of the one stop center (WIOA

- sec. 121(h)(4) and 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a) – e.g. rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the one-stop center, including technology used for the center’s planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94.
2. The Infrastructure Funding Agreement (IFA) renewal will be via a written modification to the IFA, signed by all parties, and shall be effective upon the last signature of a party to the IFA. The MOA and IFA will be reviewed minimally every three years to ensure appropriate funding and delivery of services. Non-substantive changes to the MOA, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOA.
 3. Monitoring: The Parties to this MOA recognize that the local Board, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
 - Those laws, regulations, and policies are enforced properly,
 - Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
 - Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
 - Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
 - All MOA terms and conditions are fulfilled.

All Parties to this MOA should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

4. Per 20 CFR 678.755, there must be a provision on the steps the partners to the MOA used to reach consensus or the assurance that the local area followed the State Funding Mechanism process.
5. The parties to this MOA/IFA recognize that when a Partner wishes to modify the MOA, the Partner must first provide written notification to all signatories of the existing MOA and outline the proposed modification(s). Upon notification, Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met

with opposition, the Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOA that includes the Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, Board Chair (or designee) presents the agreement as a proposed modification to the MOA, and the remaining steps are followed.

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, or a Partner is unwilling to agree to a provision or modification, the process outlined in the Dispute Resolution section is to be followed.

6. Additional obligations of the Parties:

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016). In addition to the WIOA non-discrimination statutes, the parties are also subject to the non-discrimination requirements of state statute that are administered by the Commission on Human Rights and Opportunities and apply to the provision of public services by state agencies and their contractors and associates.
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603),
- All amendments to each;
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender

identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Attachment B

Capital Workforce Partners IFA Budget Summary: July 1, 2019 - June 30, 2020

Note: budget is estimated based on FY19 costs, and will be revised quarterly through reconciliation with actual expenses.

Total IFA Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 700,184	\$ -	\$ 1,465	\$ 1,465	\$ 23,909	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,023
Enfield	\$ 232,368	\$ 6,055	\$ 3,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,207
New Britain	\$ 455,059	\$ 12,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 467,190
Manchester	\$ 259,602	\$ 7,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,238
Bristol	\$ 123,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,742
East Hartford	\$ 229,525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,525
Total	\$ 2,004,957	\$ 245,228	\$ 5,249	\$ 1,465	\$ 23,909	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,290,908
Share of Total - all locations	87.5%	10.7%	0.2%	0.1%	1.0%	0.0%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	100%
Facility Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 329,400	\$ -	\$ 689	\$ 689	\$ 11,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,026
Enfield	\$ 94,785	\$ 2,470	\$ 1,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,799
New Britain	\$ 247,885	\$ 6,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,493
Manchester	\$ 112,714	\$ 3,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,029
Bristol	\$ 99,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,394
East Hartford	\$ 93,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,427
Total	\$ 977,606	\$ 12,393	\$ 2,233	\$ 689	\$ 11,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,004,169
Additional Operating Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford North	\$ 370,784	\$ -	\$ 776	\$ 776	\$ 12,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,996
Enfield	\$ 137,582	\$ 3,585	\$ 2,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,408
New Britain	\$ 207,174	\$ 5,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,697
Manchester	\$ 146,888	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,208
Bristol	\$ 24,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,348
East Hartford	\$ 136,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,099
Total	\$ 1,022,874	\$ 13,428	\$ 3,016	\$ 776	\$ 12,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,052,756
Partner Occupancy by Square Footage	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	285	13,943	0	0	0	0	642	0	0	0	0	0	14,869
Hartford North	9,172	0	19	19	313	0	0	0	0	0	0	0	9,523
Enfield	3,281	86	53	0	0	0	0	0	0	0	0	0	3,420
New Britain	7,792	208	0	0	0	0	0	0	0	0	0	0	8,000
Manchester	3,594	106	0	0	0	0	0	0	0	0	0	0	3,700
Bristol	2,800	0	0	0	0	0	0	0	0	0	0	0	2,800
East Hartford	2,640	0	0	0	0	0	0	0	0	0	0	0	2,640
Total	29,564	14,342	73	19	313	-	642	-	-	-	-	-	44,952
Partner Shares of Square Footage	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	1.91%	93.77%	0.00%	0.00%	0.00%	0.00%	4.32%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hartford North	96.31%	0.00%	0.20%	0.20%	3.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Enfield	95.94%	2.50%	1.56%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
New Britain	97.40%	2.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Manchester	97.14%	2.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Bristol	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
East Hartford	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Total	65.77%	31.90%	0.16%	0.04%	0.70%	0.00%	1.43%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

Attachment B.1

**Cost Allocation and Resource Sharing
Schedule and Cost Configuration Worksheet**

Partner: State Department of Rehabilitation Services

Please enter required information and indicate which day(s) and number of hours a DORS Partner will occupy space in each WDB facility:

Hartford										
Estimated Total Infrastructure Costs		\$727,023.00								
Total Staff Square Footage of Facility		9,520								
Number of Hours the Facility is Open to Public Per Day:		8.0								
DORS Partner Program	Type of Space	DORS Space Used (In Square Feet)	Hours to be used per day					Total Hours per week	Weeks per year	Annual Hours
			Monday	Tuesday	Wednesday	Thursday	Friday			
BRS	Cubicle and Common	183	0	0	4	0	0	4	52	208
Scheduling Notes:		Estimated Annual Cost:		\$ 1,465.16						
		Estimated Quarterly Cost:		\$ 366.29						
BESB	Cubicle and Common	183	0	0	4	0	0	4	52	208
Scheduling Notes:		Estimated Annual Cost:		\$ 1,465.16						
		Estimated Quarterly Cost:		\$ 366.29						
SUA - SCSEP	N/A	0	0	0	0	0	0	0	0	0
Scheduling Notes:		Estimated Annual Cost:		\$ -						
		Estimated Quarterly Cost:		\$ -						
Estimated Total DORS Annual Cost for this facility:		\$ 2,930.31								
Estimated Total DORS Quarterly Cost for this facility:		\$ 732.58								

Enfield

Estimated Total Infrastructure Facilities Costs \$242,207.00

Total Square Footage of Facility 3,420

Day: 8.0

DORS Partner Program

Type of Space	Square Feet	Hours to be used per day					Total Hours per week	Weeks per year	Annual Hours	
		Monday	Tuesday	Wednesday	Thursday	Friday				
BRS	Office	53	8	8	8	8	8	40	52	2080

Scheduling Notes:

Estimated Annual Cost: \$ 3,935.12
 Estimated Quarterly Cost: \$ 983.78

BESB	N/A	0	0	0	0	0	0	0	0	0
------	-----	---	---	---	---	---	---	---	---	---

Scheduling Notes:

Estimated Annual Cost: \$ -
 Estimated Quarterly Cost: \$ -

SUA - SCSEP	N/A	0	0	0	0	0	0	0	0	0
-------------	-----	---	---	---	---	---	---	---	---	---

Scheduling Notes:

Estimated Annual Cost: \$ -
 Estimated Quarterly Cost: \$ -

Estimated Total DORS Annual Cost for this facility: \$ 3,935.12
 Estimated Total DORS Quarterly Cost for this facility: \$ 983.78

Attachment B.2 Cost Allocation and Partner Contribution Worksheet

Partner: State Department of Rehabilitation Services

Hartford				
DORS Partner Program	BRS Cubicle	BESB Cubicle	SUA N/A	Calculation Method
A. Estimated Total Infrastructure Facilities Costs	\$727,023.00	\$727,023.00	\$727,023.00	Provided by WDB - Attachment B.1 Actuals Provided Quarterly
B. Estimated Total Square Footage of Facility	9,520	9,520	9,520	Provided by WDB - Attachment B.1
C. Estimated Total Cost Per Day	\$ 2,931.54	\$ 2,931.54	\$ 2,931.54	A. Estimated Total Infrastructure Facilities Costs/Number of Days Facility Was Open (248)
D. Estimated Per Day Per Square Foot	\$ 0.3079	\$ 0.3079	\$ 0.3079	C. Estimated Total Cost Per Day/B. Estimated Total Square Footage of Facility
E. Number of Hours the Facility is Open to Public Per Day:	8.0	8.0	8.0	Provided by WDB - Attachment B.1
F. Estimated Per Hour Per Square Foot	\$ 0.0385	\$ 0.0385	\$ 0.0385	D. Estimated Per Day Per Square Foot/E. Number of Hours the Facility is Open to Public Per Day
G. DORS Space Used (In Square Feet)	183	183	0	Provided by WDB - Attachment B.1
H. Estimated DORS Space Per Hour	\$ 7.04	\$ 7.04	\$ -	G. DORS Space Used (In Square Feet) x F. Estimated Per Hour Per Square Foot
I. Estimated DORS Weekly Hours	4	4	0	Provided by WDB - Attachment B.1
J. Estimated DORS Annual Hours	208	208	0	I. Estimated DORS Weekly Hours x 52 weeks
K. Estimated DORS Annual Cost	\$ 1,465.16	\$ 1,465.16	\$ -	H. Estimated DORS Space Per Hour x J. Estimated Annual Hours
L. Estimated DORS Quarterly Cost	\$ 366.29	\$ 366.29	\$ -	K. Estimated Annual Cost/4

Attachment B.2 Cost Allocation and Partner Contribution Worksheet

Partner: State Department of Rehabilitation Services

Enfield

DORS Partner Program

	BRS Office	BESB N/A	SUA N/A	Calculation Method
A. Estimated Total Infrastructure Facilities Costs	\$242,207.00	\$242,207.00	\$242,207.00	Provided by WDB - Attachment B.1 Actuals Provided Quarterly
B. Estimated Total Square Footage of Facility	3,420	3,420	3,420	Provided by WDB - Attachment B.1
C. Estimated Total Cost Per Day	\$ 976.64	\$ 976.64	\$ 976.64	A. Estimated Total Infrastructure Facilities Costs/Number of Days Facility Was Open (248)
D. Estimated Per Day Per Square Foot	\$ 0.2856	\$ 0.2856	\$ 0.2856	C. Estimated Total Cost Per Day/B. Estimated Total Square Footage of Facility
E. Number of Hours the Facility is Open to Public Per Day:	8.0	8.0	8.0	Provided by WDB - Attachment B.1
F. Estimated Per Hour Per Square Foot	\$ 0.0357	\$ 0.0357	\$ 0.0357	D. Estimated Per Day Per Square Foot/E. Number of Hours the Facility is Open to Public Per Day
G. DORS Space Used (In Square Feet)	53	0	0	Provided by WDB - Attachment B.1
H. Estimated DORS Space Per Hour	\$ 1.89	\$ -	\$ -	G. DORS Space Used (In Square Feet) x F. Estimated Per Hour Per Square Foot
I. Estimated DORS Weekly Hours	40	0	0	Provided by WDB - Attachment B.1
J. Estimated DORS Annual Hours	2080	0	0	I. Estimated DORS Weekly Hours x 52 weeks
K. Estimated DORS Annual Cost	\$ 3,935.12	\$ -	\$ -	H. Estimated DORS Space Per Hour x J. Estimated Annual Hours
L. Estimated DORS Quarterly Cost	\$ 983.78	\$ -	\$ -	K. Estimated Annual Cost/4 137

ATTACHMENT C

Capital Workforce Partners Cost Sharing Agreement

Name of Partner: Department of Rehabilitation Services. Includes Bureau of Rehabilitation Services (BRS), and Bureau of Education Services to the Blind (BESB)

Contact Person name, email: BESB: Brian Sigman brian.sigman@ct.gov
BRS: David Doukas david.doukas@ct.gov

Funding Source: Vocational Rehabilitation

Description of Contribution: **Hartford AJC:** BESB and BRS require sharing one cubicle one day per week, each occupying it 4 hours a day. This results in a total of 16 hours per month. Total DORS presence is 32 hours a month. Projected costs are calculated in Attachment A and are estimated as follows:

Hartford AJC: DORS occupies 183 square feet, 1.922% of the 9,520 square foot facility, for 20% of the time, for an allocated share of .04%.

The total budget is \$727,023; the DORS share at .04% is \$2,930

BRS occupies the DORS space 50% of the time; BRS Annual Cost Estimate is \$1,465

BESB occupies the DORS space 50% of the time; BESB Annual Cost Estimate is \$1,465

Enfield AJC: BRS will occupy one cubicle one day/8 hours per week. This results in a total of 32 hours per month. Calculated according to the following breakdown:

Enfield AJC: BRS occupies 53 square feet, 1.6% of the 3,420 square foot facility

The total budget is \$242,207; BRS share at 1.6% is \$3,935

Total projected amount of DORS Cost Sharing 7/1/19 – 6/30/20 **\$6,865**

DORS will be invoiced in arrears on a quarterly basis based on actual costs.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CAPITAL WORKFORCE PARTNERS
AND THE
HARTFORD JOB CORPS (HJC)**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.*

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the One-Stop/American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the One-Stop/AJC operator and HJC for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

I. Purpose of MOU

The purpose of this MOU is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOU provides a foundation for assuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, enhancing access to program services that meet the workforce development needs of adults and lead to long-term employment outcomes.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

II. Parties to the MOU

This Memorandum of Understanding (MOU) is between Capital Workforce Partners, One Union Place, Hartford, CT 06103, the North Central CT Workforce Development Board (herein referred to as “WDB”) and the Hartford Job Corps Center (herein referred to as “HJC” or “the Partner”), 100 William Shorty Campbell Street, Hartford, Connecticut (herein referred to as “the Parties”).

The parties to this MOU represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker, YouthBuild, and Job Corps.

III. Duration of Agreement

This MOU is effective for the period July 1, 2019 through June 30, 2022. Pursuant to the aforementioned legislation, the MOU shall be reviewed not less than once every 3-year period. The first date of renewal shall be July 1, 2020. The MOU shall automatically renew on July 1st of subsequent years.

IV. Coordination Service Delivery Activities

In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities to:

- Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- Promote direct access to services through real-time technology.
- Promote the development and implementation of a more unified system of measuring program performance and accountability.

V. Services available through the One-Stop/AJC System

Parties agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer focused comprehensive delivery system.
- Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed through the One-Stop/AJC system.
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the One-Stop/AJC system by the responsible party(ies) listed.

I. Description of Services	Responsible Party
Conduct initial assessment of skill levels, career interests, aptitudes, abilities and characteristics of AJC customers to determine their eligibility for Partner-funded employment and/or career training services.	WDB & HJC
Provide updated information to the Partner concerning new programs, initiatives, and grants.	WDB & HJC
Deliver services to applicants and eligible individuals based on the specific policies that govern each party.	WDB & HJC
Provide information and data, if available, with respect to this MOU.	WDB & HJC
Assess and refer residents in need of career services to the AJC center(s) for employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.	HJC
Provide data on the number of residents attending Partner-funded employment and career training activities. The data should include numbers that enrolled, completed and attained a post-secondary certificate or credential.	HJC
Provide information necessary for the monitoring of AJC activities by the WDB. Provide its Equal Employment Opportunity and grievance/complaint procedures to be used by applicants.	HJC
Provide an up to date directory of employment and career training programs provided by the Partner to AJC partners and staff.	HJC
Provide education, employment and training services to youth age 16-24.	HJC
Provide information from the directory of Partner-funded employment and career training programs and services to AJC customers who might qualify.	WDB
Provide basic career services, including orientation, job search assistance, information on and referral to support services, labor market information, and employment related workshops.	WDB
Provide individualized career services to dislocated workers and low income individuals with barriers to employment, including comprehensive and specialized assessments, development of an individual employment plan, career counseling, short-term pre-vocational and workforce preparation activities, internships and work experiences.	WDB
Provide WIOA Title I-funded training services to eligible individuals, primarily through Individual Training Accounts.	WDB
Assist Partner to align employment and career training services with priorities in the local WIOA Plan.	WDB

VI. Referral Arrangements

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- Each party will have information and receive training about the services of all partner agencies within the One-Stop/AJC.
- Customers accessing services through the One-Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs.
- When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency.

The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness.

V. Cost Allocation and Resource Sharing Methodology

HJC agrees to fund infrastructure costs based on the proportionate share of use by HJC and/or its contracted provider staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principals that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 17-16, and any other federal guidance pertaining to cost allocation and resource sharing. The One-Stop Infrastructure Funding Share of Use is detailed in Attachment A. The cost allocation method and budget are detailed in Attachment B.

VI. Confidentiality of Information

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
- Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.

VII. Equal Opportunity and Access to Services

The One-Stop/AJC system provides equal access to all job-seekers. The Parties agree:

- The partners in the One-Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services.
- The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One-Stop/AJC system.
- One-Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities.
- Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv).
- The Parties commit to comply with the Americans with Disability Act Amendment of 2008.
- The Parties commit to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

VIII. Severability

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

XI. Modification/Termination

This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOU does not necessarily require a modification to the local plan.

Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

X. Signatures

For the Hartford Job Corps:

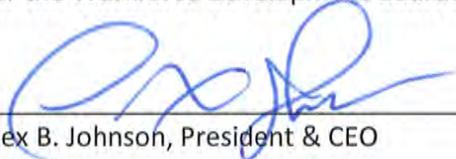


Adrienne Pope, Academy Director

6/6/2019

Date

For the Workforce Development Board:



Alex B. Johnson, President & CEO

6-26-19

Date



Thomas Mongellow, Board Chair

6-26-19

Date



Marcia Leclerc, Mayor of East Hartford
Chief Elected Official

6-26-19

Date

One-Stop Infrastructure Funding Agreement
Hartford Job Corps Center

Whereas the parties have entered into this Memorandum of Agreement to provide services as partners in the One-Stop American Job Center system, the parties hereby agree to share infrastructure costs for space located at the location(s) listed below:

- 3580 Main Street, Hartford, CT 06103 (“Hartford AJC”).
- 260 Lafayette Street, New Britain, CT (“New Britain AJC”)
- 893 Main Street, Manchester, CT (“Manchester AJC”)
- 170 Elm Street, Enfield, CT (“Enfield AJC”)
- 430 North Main Street, Bristol, CT (“Bristol AJC”)
- 417 Main Street, East Hartford, CT (“East Hartford AJC”)
- No physical presence in an AJC

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this agreement shall be July 1, 2019 – June 30, 2020
2. The Partner’s contribution is based on the physical presence of its FTEs in the AJC(s).
3. Partner staff will be provided a workstation that includes:
 - a. A standard work station – cubicle and chair
 - b. A telephone, with an identification code to authorize and track long distance usage
 - c. A computer with internet connection
4. Partner staff will have reasonable access to shared AJC resources:
 - a. Staff and guest WiFi
 - b. Fax machine, copier, printer, and related supplies
 - c. Assistance with customer reception from front-desk staff
 - d. Training rooms, reserved in accordance with operational protocol, coordinated with the One-Stop Operator
 - e. No-cost parking
5. Partner staff with a full-time presence, five days per week, may request installation of a locking, two- drawer file cabinet in a dedicated workstation, to be provided at additional cost.
6. Partner occupancy will be limited to regular business hours; Partner staff will not have keys and will not be responsible for opening or closing the AJC.
7. Partner will limit its usage of the AJC and resources to services and activities directly related to the AJC Partner program(s) identified in the MOU. CWP or its One-Stop Operator may request that Partner provide justification demonstrating reasonableness of use or direct benefit to the identified Partner program.
8. Partner will ensure that its staff will follow all applicable confidentiality requirements, including protection of Personally Identifiable Information (PII), related to information viewed or accessed in the AJC.
9. The financial consideration is based upon the One-Stop Infrastructure and Operating

Budget as detailed in Attachment B.

10. The minimum contribution for each Partner with a physical presence in the AJC is 1 day per week / .2 FTE, regardless of actual days and hours of occupancy. If Partner maintains less than 1 FTE in the AJC, it shall coordinate with the One-Stop Operator, in accordance with operational protocol, to establish an occupancy schedule.
11. The cost allocation plan and Partner contributions are detailed in Attachment B.
12. Under the terms of the agreed upon allocation methods, the Partner will be invoiced in arrears for allocable contributions based on actual costs. Invoices outlining costs will be generated within 60 days of the close of each calendar quarter.
13. Payment of Partner contribution will be submitted within 45 days of the receipt of each quarterly invoice.
14. No later than May 15th of each year, the Budget and allocation base will be reviewed and projected Partner contributions for the subsequent Federal Performance Period will be distributed.
15. The Infrastructure Funding Agreement (IFA) will be renewed for annual one-year periods, effective July 1, 2020. The renewal will incorporate the updated projected Partner contributions based on a review of the allocation base in accordance with the cost allocation plan.
16. This Agreement does not provide Partner with:
 - a. Access to the CWP computer network or shared drives
 - b. Office supplies beyond reasonable use of the copier and fax machines
 - c. Postage or use of postage meter
 - d. Help desk support beyond ensuring that AJC equipment is functioning
 - e. Online Learning Center usage for Partner-facilitated training or workshops
 - f. Excessive and/or unreasonable utilization of the included shared AJC resources
17. Partners with a physical presence in the AJC will provide a Certificate of Insurance listing Capital Workforce Partners, One Union Place, Hartford, CT 06103 as an Additional Insured and Certificate Holder, prior to occupancy in the AJC.
18. The parties agree to try to resolve policy or practice disputes at the lowest level, starting with site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution. If issues remain unresolved, such issues shall be referred to the Office of Workforce Competitiveness for assistance.
19. The parties agree to comply with general requirements, terms, and conditions as established by the State of Connecticut and attached herewith.

State of Connecticut General Requirements, Terms and Conditions

1. As specified in federal law, the infrastructure costs budget (1) should not include personnel costs, as defined in 2 CFR 200.430 - 200.431 of the Uniform Guidance; and (2) should include costs that support the general operation of the one stop center (WIOA sec. 121(h)(4) and 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)) – e.g. rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to

facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94.

2. The Infrastructure Funding Agreement (IFA) renewal will be via a written modification to the IFA, signed by all parties, and shall be effective upon the last signature of a party to the IFA. The MOU and IFA will be reviewed minimally every three years to ensure appropriate funding and delivery of services. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU.
3. Monitoring: The Parties to this MOU recognize that the local Board, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
 - Those laws, regulations, and policies are enforced properly,
 - Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
 - Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
 - Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
 - All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

4. Per 20 CFR 678.755, there must be a provision on the steps the partners to the MOU used to reach consensus or the assurance that the local area followed the State Funding Mechanism process.
5. The parties to this MOU/IFA recognize that when a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). Upon notification, Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the

agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, or a Partner is unwilling to agree to a provision or modification, the process outlined in the Dispute Resolution section is to be followed.

6. Additional obligations of the Parties:

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603),
- All amendments to each;
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Attachment B

Capital Workforce Partners IFA Budget Summary: July 1, 2019 - June 30, 2020

Note: budget is estimated based on FY19 costs, and will be revised quarterly through reconciliation with actual expenses.

Total IFA Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 700,184	\$ -	\$ 1,465	\$ 1,465	\$ 23,909	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,023
Enfield	\$ 232,368	\$ 6,055	\$ 3,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,207
New Britain	\$ 455,059	\$ 12,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 467,190
Manchester	\$ 259,602	\$ 7,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,238
Bristol	\$ 123,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,742
East Hartford	\$ 229,525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,525
Total	\$ 2,004,957	\$ 245,228	\$ 5,249	\$ 1,465	\$ 23,909	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,290,908

Share of Total - all locations	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
87.5%	10.7%	0.2%	0.1%	1.0%	0.0%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Facility Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 329,400	\$ -	\$ 689	\$ 689	\$ 11,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,026
Enfield	\$ 94,785	\$ 2,470	\$ 1,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,799
New Britain	\$ 247,885	\$ 6,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,493
Manchester	\$ 112,714	\$ 3,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,029
Bristol	\$ 99,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,394
East Hartford	\$ 93,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,427
Total	\$ 977,606	\$ 12,393	\$ 2,233	\$ 689	\$ 11,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,004,169

Additional Operating Costs	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford North	\$ 370,784	\$ -	\$ 776	\$ 776	\$ 12,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,996
Enfield	\$ 137,582	\$ 3,585	\$ 2,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,408
New Britain	\$ 207,174	\$ 5,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,697
Manchester	\$ 146,888	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,208
Bristol	\$ 24,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,348
East Hartford	\$ 136,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,099
Total	\$ 1,022,874	\$ 13,428	\$ 3,016	\$ 776	\$ 12,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,052,756

Partner Occupancy by Square Footage	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	285	13,943	0	0	0	0	642	0	0	0	0	0	14,869
Hartford North	9,172	0	19	19	313	0	0	0	0	0	0	0	9,523
Enfield	3,281	86	53	0	0	0	0	0	0	0	0	0	3,420
New Britain	7,792	208	0	0	0	0	0	0	0	0	0	0	8,000
Manchester	3,594	106	0	0	0	0	0	0	0	0	0	0	3,700
Bristol	2,800	0	0	0	0	0	0	0	0	0	0	0	2,800
East Hartford	2,640	0	0	0	0	0	0	0	0	0	0	0	2,640
Total	29,564	14,342	73	19	313	-	642	-	-	-	-	-	44,952

Partner Shares of Square Footage	CWP	DOL	DORS / BRS	DORS / BESB	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	1.91%	93.77%	0.00%	0.00%	0.00%	0.00%	4.32%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hartford North	96.31%	0.00%	0.20%	0.20%	3.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Enfield	95.94%	2.50%	1.56%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
New Britain	97.40%	2.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Manchester	97.14%	2.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Bristol	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
East Hartford	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Total	65.77%	31.90%	0.16%	0.04%	0.70%	0.00%	1.43%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CAPITAL WORKFORCE PARTNERS
AND THE
NEW ENGLAND FARM WORKERS COUNCIL (NEWFC)**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.*

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the One-Stop/American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the One-Stop/AJC operator and NEWFC for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

I. Purpose of MOU

The purpose of this MOU is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOU provides a foundation for assuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, enhancing access to program services that meet the workforce development needs of adults and lead to long-term employment outcomes.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

II. Parties to the MOU

This Memorandum of Understanding (MOU) is between the North Central Connecticut Workforce Development Board, Capital Workforce Partners, One Union Place, Hartford, CT

(herein referred to as “WDB”) and the New England Farm Workers Council (herein referred to as “NEWFC” or “the Partner”), 56 Arbor Street, Hartford, Connecticut (herein referred to as “the Parties”).

The parties to this MOU represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker, and Migrant Seasonal Farm Worker Programs.

III. Duration of Agreement

This MOU is effective for the period July 1, 2019 through June 30, 2022. Pursuant to the aforementioned legislation, the MOU shall be reviewed not less than once every 3-year period. The first date of renewal shall be July 1, 2020. The MOU shall automatically renew on July 1st of subsequent years.

IV. Coordination Service Delivery Activities

In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities to:

- Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- Promote direct access to services through real-time technology.
- Promote information sharing and coordination of activities to improve the performance of the One-Stop/AJC system in part through the use of data access agreements.
- Promote the development and implementation of a more unified system of measuring program performance and accountability.

V. Services available through the One-Stop/AJC System

Parties agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer focused comprehensive delivery system.
- Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed through the One-Stop/AJC system.
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the One-Stop/AJC system by the responsible party(ies) listed. When NEWFC contracts with an organization to deliver services

described in this MOU, NEWFC will direct the contractor(s) to comply with the applicable terms of the MOU for service delivery coordination.

I. Description of Services	Responsible Party
Conduct initial assessment of skill levels, career interests, aptitudes, abilities and characteristics of AJC customers to determine their eligibility for Partner-funded employment and/or career training services.	WDB & NEWFC
Provide updated information to the Partner concerning new programs, initiatives, and grants.	WDB & NEWFC
Deliver services to applicants and eligible individuals based on the specific policies that govern each party.	WDB & NEWFC
Provide information and data, if available, with respect to this MOU.	WDB & NEWFC
Assess and refer residents in need of career services to the AJC center(s) for employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.	NEWFC
Provide data on the number of residents attending Partner-funded employment and career training activities. The data should include numbers that enrolled, completed and attained a post-secondary certificate or credential.	NEWFC
Provide information necessary for the monitoring of AJC activities by the WDB. Provide its organizational chart, Equal Employment Opportunity and grievance/ complaint procedures.	NEWFC
Provide an up to date directory of employment and career training programs provided by the Partner to AJC partners and staff.	NEWFC
Provide information from the directory of Partner-funded employment and career training programs and services to AJC customers who might qualify.	WDB
Provide basic career services, including orientation, job search assistance, information on and referral to support services, labor market information, and employment related workshops.	WDB & NEWFC
Provide individualized career services to dislocated workers and low income individuals with barriers to employment, including comprehensive and specialized assessments, development of an individual employment plan, career counseling, short-term pre-vocational and workforce preparation activities, internships and work experiences.	WDB & NEWFC
Provide WIOA Title I-funded training services to eligible individuals, primarily through Individual Training Accounts.	WDB
Assist Partner to align employment and career training services with priorities in the local WIOA Plan.	WDB

VI. Referral Arrangements

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- Each party will have information and receive training about the services of all partner agencies within the One-Stop/AJC.
- Customers accessing services through the One-Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs.
- When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency.

The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness.

V. Cost Allocation and Resource Sharing Methodology

The Parties have negotiated a cost sharing agreement, the Infrastructure Funding Agreement (IFA), based on the proportionate share of use by The Workplace and/or its contracted provider staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principles that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 17-16, and any other federal guidance pertaining to cost allocation and resource sharing. The IFA is incorporated as Attachment A to this MOU and the budget is incorporated as Attachment B. The IFA will be reviewed and negotiated annually based on proportionate share of use and one-stop infrastructure and operating budget.

VI. Confidentiality of Information

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
- Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.

VII. Equal Opportunity and Access to Services

The One-Stop/AJC system provides equal access to all job-seekers. The Parties agree:

- The partners in the One-Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services.
- The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One-Stop/AJC system.
- One-Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities.
- Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv).
- The Parties commit to comply with the Americans with Disability Act Amendment of 2008.
- The Parties commit to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

VIII. Severability

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

IX. Modification/Termination

This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOU does not necessarily require a modification to the local plan.

Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

X. Signatures

For the New England Farm Workers Council:

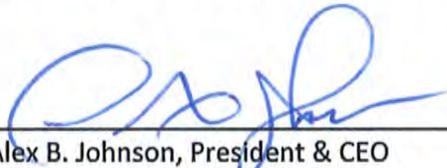


Director/Chief Executive

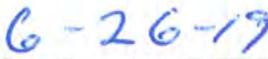


Date

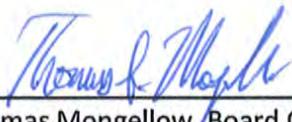
For the Workforce Development Board:



Alex B. Johnson, President & CEO



Date



Thomas Mongellow, Board Chair



Date

Chief Elected Official:



Marcia Leclerc, Mayor of East Hartford



Date

One-Stop Infrastructure Funding Agreement
New England Farmworkers Council

Whereas the parties have entered into this Memorandum of Agreement to provide services as partners in the One-Stop American Job Center system, the parties hereby agree to share infrastructure costs for space located at the location(s) listed below:

- 3580 Main Street, Hartford, CT 06103 ("Hartford AJC").
- 260 Lafayette Street, New Britain, CT ("New Britain AJC")
- 893 Main Street, Manchester, CT ("Manchester AJC")
- 170 Elm Street, Enfield, CT ("Enfield AJC")
- 430 North Main Street, Bristol, CT ("Bristol AJC")
- 417 Main Street, East Hartford, CT ("East Hartford AJC")
- No physical presence in an AJC

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this agreement shall be July 1, 2019 – June 30, 2020
2. The Partner's contribution is based on the physical presence of its FTEs in the AJC(s).
3. Partner staff will be provided a workstation that includes:
 - a. A standard work station – cubicle and chair
 - b. A telephone, with an identification code to authorize and track longdistance usage
 - c. A computer with internet connection
4. Partner staff will have reasonable access to shared AJC resources:
 - a. Staff and guest WiFi
 - b. Fax machine, copier, printer, and related supplies
 - c. Assistance with customer reception from front-desk staff
 - d. Training rooms, reserved in accordance with operational protocol, coordinated with the One-Stop Operator
 - e. No-cost parking
5. Partner staff with a full-time presence, five days per week, may request installation of a locking, two-drawer file cabinet in a dedicated workstation, to be provided at additional cost.
6. Partner occupancy will be limited to regular business hours; Partner staff will not have keys and will not be responsible for opening or closing the AJC.
7. Partner will limit its usage of the AJC and resources to services and activities directly related to the AJC Partner program(s) identified in the MOU. CWP or its One-Stop Operator may request that Partner provide justification demonstrating reasonableness of use or direct benefit to the identified Partner program.
8. Partner will ensure that its staff will follow all applicable confidentiality requirements, including protection of Personally Identifiable Information (PII), related to information viewed or accessed in the AJC.
9. The financial consideration is based upon the One-Stop Infrastructure and Operating Budget as detailed in Attachment B.
10. The minimum contribution for each Partner with a physical presence in the AJC is 1 day per week / .2 FTE, regardless of actual days and hours of occupancy. If Partner maintains less than 1 FTE in the AJC, it shall coordinate with the One-Stop Operator, in accordance with operational protocol, to establish an occupancy schedule.

ATTACHMENT A

11. The cost allocation plan and Partner contributions are detailed in Attachment B.
12. Under the terms of the agreed upon allocation methods, the Partner will be invoiced in arrears for allocable contributions based on actual costs. Invoices outlining costs will be generated within 60 days of the close of each calendar quarter.
13. Payment of Partner contribution will be submitted within 45 days of the receipt of each quarterly invoice.
14. No later than May 15th of each year, the Budget and allocation base will be reviewed and projected Partner contributions for the subsequent Federal Performance Period will be distributed.
15. The Infrastructure Funding Agreement (IFA) will be renewed for annual one-year periods, effective July 1, 2020. The renewal will incorporate the updated projected Partner contributions based on a review of the allocation base in accordance with the cost allocation plan.
16. This Agreement does not provide Partner with:
 - a. Access to the CWP computer network or shared drives
 - b. Office supplies beyond reasonable use of the copier and fax machines
 - c. Postage or use of postage meter
 - d. Help desk support beyond ensuring that AJC equipment is functioning
 - e. Online Learning Center usage for Partner-facilitated training or workshops
 - f. Excessive and/or unreasonable utilization of the included shared AJC resources
17. Partners with a physical presence in the AJC will provide a Certificate of Insurance listing Capital Workforce Partners, One Union Place, Hartford, CT 06103 as an Additional Insured and Certificate Holder, prior to occupancy in the AJC.
18. The parties agree to try to resolve policy or practice disputes at the lowest level, starting with site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution. If issues remain unresolved, such issues shall be referred to the Office of Workforce Competitiveness for assistance.
19. The parties agree to comply with general requirements, terms, and conditions as established by the State of Connecticut and attached herewith.

State of Connecticut General Requirements, Terms and Conditions

1. As specified in federal law, the infrastructure costs budget (1) should not include personnel costs, as defined in 2 CFR 200.430 - 200.431 of the Uniform Guidance; and (2) should include costs that support the general operation of the one stop center (WIOA sec. 121(h)(4) and 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)) – e.g. rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the one-stop center, including technology used for the center’s planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94.
2. The Infrastructure Funding Agreement (IFA) renewal will be via a written modification to the IFA, signed by all parties, and shall be effective upon the last signature of a party to the IFA. The MOU and IFA will be reviewed minimally every three years to ensure appropriate funding and delivery of services. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU.

ATTACHMENT A

3. Monitoring: The Parties to this MOU recognize that the local Board, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,

- Those laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

4. Per 20 CFR 678.755, there must be a provision on the steps the partners to the MOU used to reach consensus or the assurance that the local area followed the State Funding Mechanism process.
5. The parties to this MOU/IFA recognize that when a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). Upon notification, Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, or a Partner is unwilling to agree to a provision or modification, the process outlined in the Dispute Resolution section is to be followed.

6. Additional obligations of the Parties:

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),

ATTACHMENT A

- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603),
- All amendments to each;
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Attachment B

Capital Workforce Partners IFA Budget Summary: July 1, 2019 - June 30, 2020

Note: budget is estimated based on FY19 costs, and will be revised quarterly through reconciliation with actual expenses.

Total IFA Costs	CWP	DOL	DDRS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	DPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 700,404	\$ -	\$ 2,702	\$ 23,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,023
Enfield	\$ 232,368	\$ 6,055	\$ 3,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,207
New Britain	\$ 455,059	\$ 12,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 467,190
Manchester	\$ 259,602	\$ 7,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,238
Bristol	\$ 123,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,742
East Hartford	\$ 229,525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,525
Total	\$ 2,005,177	\$ 245,228	\$ 6,487	\$ 23,917	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,290,908
Share of Total - all locations	88%	11%	0%	1%	0%	0%	0%	0%	0%	0%	0%	100%
Facility Costs	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	DPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 329,503	\$ -	\$ 1,271	\$ 11,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,026
Enfield	\$ 94,785	\$ 2,470	\$ 1,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,799
New Britain	\$ 247,885	\$ 6,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,493
Manchester	\$ 112,714	\$ 3,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,029
Bristol	\$ 99,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,394
East Hartford	\$ 93,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,427
Total	\$ 977,709	\$ 12,393	\$ 2,815	\$ 11,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,004,169
Additional Operating Costs	CWP	DOL	DDRS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	DPP (2nd Chance)	Other	Total
Hartford North	\$ 370,900	\$ -	\$ 1,431	\$ 12,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,996
Enfield	\$ 137,582	\$ 3,585	\$ 2,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,408
New Britain	\$ 207,174	\$ 5,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,697
Manchester	\$ 146,888	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,208
Bristol	\$ 24,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,348
East Hartford	\$ 136,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,099
Total	\$ 1,022,991	\$ 13,428	\$ 3,672	\$ 12,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,052,756
Partner Occupancy by Square Footage	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	285	13,943	0	0	0	642	0	0	0	0	0	14,869
Hartford North	9,172	0	35	313	0	0	0	0	0	0	0	9,520
Enfield	3,281	86	53	0	0	0	0	0	0	0	0	3,420
New Britain	7,792	208	0	0	0	0	0	0	0	0	0	8,000
Manchester	3,594	106	0	0	0	0	0	0	0	0	0	3,700
Bristol	2,800	0	0	0	0	0	0	0	0	0	0	2,800
East Hartford	2,640	0	0	0	0	0	0	0	0	0	0	2,640
Total	29,564	14,342	89	313	-	642	-	-	-	-	-	44,949
Partner Shares of Square Footage	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	1.91%	93.77%	0.00%	0.00%	0.00%	4.32%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hartford North	96.34%	0.00%	0.37%	3.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Enfield	95.94%	2.50%	1.56%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
New Britain	97.40%	2.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Manchester	97.14%	2.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Bristol	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
East Hartford	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Total	65.77%	31.91%	0.20%	0.70%	0.00%	1.43%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CAPITAL WORKFORCE PARTNERS
AND THE
RHODE ISLAND INDIAN COUNCIL, INC**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.*

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the one stop/ American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the one-stop/AJC operator and the CT IC for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

I. Purpose of MOU

The purpose of this MOU is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOU provides a foundation for assuring alignment and coordination of policies and operations across programs, in support of promoting a seamless operation, enhancing access to program services and the long-term employment outcomes for individuals with disabilities so that those individuals may prepare for and engage in competitive integrated employment consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

II. Parties to the MOU

This Memorandum of Understanding (MOU) is between Capital Workforce Partners, the North Central Workforce Development Board, One Union Place, Hartford, Connecticut, (herein referred to as "WDB") and the Rhode Island Indian Council which provides services to Connecticut (herein referred to as "RI IC" or "the Partner"), 807 Broad Street, Providence, RI 02907 (herein referred to as "the Parties").

The parties to this MOU represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker; Jobs First Employment Services; and WIOA Title I- Subtitle D – National Programs – Section 166 – Native American programs.

III. Duration of Agreement

This MOU is effective for the period July 1, 2019 through June 30, 2022. Pursuant to the aforementioned legislation, the MOU shall be reviewed not less than once every 3-year period. The MOU shall automatically renew on July 1st of subsequent years.

IV. Coordination Service Delivery Activities

In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities to:

- Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- Promote information sharing and coordination of activities to improve the performance of the One Stop/AJC system in part through the use of data access agreements.
- Promote the development and implementation of a more unified system of measuring program performance and accountability.

V. Services available through the One-Stop/AJC System

Parties agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer focused comprehensive delivery system.
- Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed, including access to technology and materials, are made available through the One-Stop/AJC system.
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the AJC/One Stop system by the responsible party(ies) listed.

I. Description of Services	Responsible Party
Provide information to the One Stop service region staff including information on the Native American Program and services.	RI IC
Serve as a resource to One Stop/AJC customers identifying themselves as Native American Indians.	RI IC
Provide information sessions at the One Stop/AJC center(s) based on demand and resources in order to familiarize One Stop/AJC customers with CT IC services.	RI IC
Ensure that the One Stop/AJC staff complete training if provided by the partner in order to ensure awareness and sensitivity related to serving Native American Indians.	WDB
Consult with partner to improve access to services for Native American Indians, including youth.	WDB
Ensure that One Stop/AJC staff coordinates services for Native American Indians as appropriate, with Partner.	WDB
Make Basic Career Services available to Partner referrals including the opportunity to participate in job-driven training and pursue high quality employment outcomes.	WDB
Make resources and information available to employers including information received from Partner's Employment Division.	WDB
Provide updated information to the Partner concerning new programs, initiatives, and grants.	WDB & RI IC
Include Partner in outreach initiatives to under-served groups.	WDB
Determine eligibility for their respective programs	WDB & RI IC
Deliver services to applicants and eligible individuals based on the specific policies that govern each entity	WDB & RI IC
Provide information and data, if available, with respect to this MOU	WDB & RI IC

VI. Employment Related Workshops

The Parties agree to work together to ensure the delivery of relevant employment related workshops, eliminate unnecessary content duplication, increase efficiency and reduce any perceived confusion among customers. Each local/regional area will determine which Party will be responsible for workshop delivery based on needs, location, and resources (human and fiscal).

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VII. Referral Arrangements

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- Each party will have information and receive training about the services of all partner agencies within the One Stop/AJC.
- Customers accessing services through the AJC will receive assistance in determining which of the partner agencies may have services the customer needs.
- When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency.

The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness.

VIII. Cost Allocation and Resource Sharing Methodology

RI IC agrees to fund infrastructure costs based on the proportionate share of use by RI IC staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principals that require costs that are allowable, reasonable, necessary and allocable as outlined in TEG 17-16, and any other federal guidance pertaining to cost allocation and resource sharing. The IFA is incorporated as Attachment A to this MOU and the budget is incorporated as Attachment B. The IFA will be reviewed and negotiated annually based on proportionate share of use and One-Stop infrastructure and operating budget.

IX. Confidentiality of Information

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
- Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.

X. Severability

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

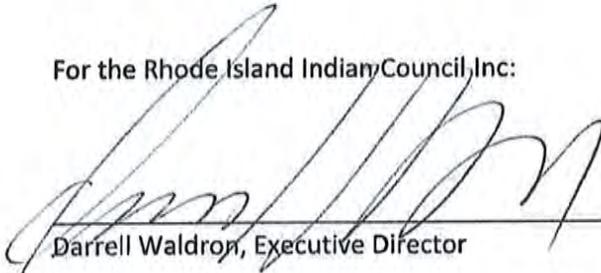
XI. Modification/Termination

This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOU does not necessarily require a modification to the local plan.

Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

XII. Signatures

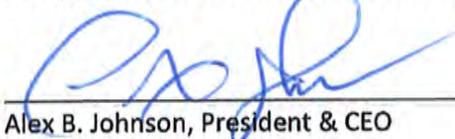
For the Rhode Island Indian Council, Inc:



Darrell Waldron, Executive Director

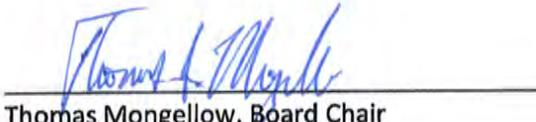
3/31/19
Date

For the Workforce Development Board:



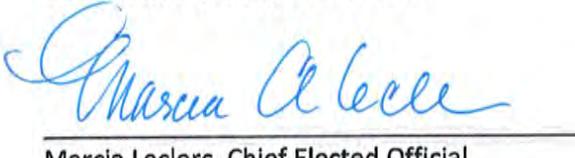
Alex B. Johnson, President & CEO

6-26-19
Date



Thomas Mongellow, Board Chair

6-26-19
Date



Marcia Leclerc, Chief Elected Official

6-26-19
Date

One-Stop Infrastructure Funding Agreement
Rhode Island Indian Council

Whereas the parties have entered into this Memorandum of Agreement to provide services as partners in the One-Stop American Job Center system, the parties hereby agree to share infrastructure costs for space located at the location(s) listed below:

- 3580 Main Street, Hartford, CT 06103 ("Hartford AJC").
- 260 Lafayette Street, New Britain, CT ("New Britain AJC")
- 893 Main Street, Manchester, CT ("Manchester AJC")
- 170 Elm Street, Enfield, CT ("Enfield AJC")
- 430 North Main Street, Bristol, CT ("Bristol AJC")
- 417 Main Street, East Hartford, CT ("East Hartford AJC")
- No physical presence in an AJC

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this agreement shall be July 1, 2019 – June 30, 2020
2. The Partner's contribution is based on the physical presence of its FTEs in the AJC(s).
3. Partner staff will be provided a workstation that includes:
 - a. A standard work station – cubicle and chair
 - b. A telephone, with an identification code to authorize and track long distance usage
 - c. A computer with internet connection
4. Partner staff will have reasonable access to shared AJC resources:
 - a. Staff and guest WiFi
 - b. Fax machine, copier, printer, and related supplies
 - c. Assistance with customer reception from front-desk staff
 - d. Training rooms, reserved in accordance with operational protocol, coordinated with the One-Stop Operator
 - e. No-cost parking
5. Partner staff with a full-time presence, five days per week, may request installation of a locking, two-drawer file cabinet in a dedicated workstation, to be provided at additional cost.
6. Partner occupancy will be limited to regular business hours; Partner staff will not have keys and will not be responsible for opening or closing the AJC.
7. Partner will limit its usage of the AJC and resources to services and activities directly related to the AJC Partner program(s) identified in the MOU. CWP or its One-Stop Operator may request that Partner provide justification demonstrating reasonableness of use or direct benefit to the identified Partner program.
8. Partner will ensure that its staff will follow all applicable confidentiality requirements, including protection of Personally Identifiable Information (PII), related to information viewed or accessed in the AJC.
9. The financial consideration is based upon the One-Stop Infrastructure and Operating Budget as detailed in Attachment B.
10. The minimum contribution for each Partner with a physical presence in the AJC is 1 day per week / .2 FTE, regardless of actual days and hours of occupancy. If Partner maintains less than 1 FTE in the AJC, it shall coordinate with the One-Stop Operator, in accordance with operational protocol, to establish an occupancy schedule.
11. The cost allocation plan and Partner contributions are detailed in Attachment B.

12. Under the terms of the agreed upon allocation methods, the Partner will be invoiced in arrears for allocable contributions based on actual costs. Invoices outlining costs will be generated within 60 days of the close of each calendar quarter.
13. Payment of Partner contribution will be submitted within 45 days of the receipt of each quarterly invoice.
14. No later than May 15th of each year, the Budget and allocation base will be reviewed and projected Partner contributions for the subsequent Federal Performance Period will be distributed.
15. The Infrastructure Funding Agreement (IFA) will be renewed for annual one-year periods, effective July 1, 2020. The renewal will incorporate the updated projected Partner contributions based on a review of the allocation base in accordance with the cost allocation plan.
16. This Agreement does not provide Partner with:
 - a. Access to the CWP computer network or shared drives
 - b. Office supplies beyond reasonable use of the copier and fax machines
 - c. Postage or use of postage meter
 - d. Help desk support beyond ensuring that AJC equipment is functioning
 - e. Online Learning Center usage for Partner-facilitated training or workshops
 - f. Excessive and/or unreasonable utilization of the included shared AJC resources
17. Partners with a physical presence in the AJC will provide a Certificate of Insurance listing Capital Workforce Partners, One Union Place, Hartford, CT 06103 as an Additional Insured and Certificate Holder, prior to occupancy in the AJC.
18. The parties agree to try to resolve policy or practice disputes at the lowest level, starting with site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution. If issues remain unresolved, such issues shall be referred to the Office of Workforce Competitiveness for assistance.
19. The parties agree to comply with general requirements, terms, and conditions as established by the State of Connecticut and attached herewith.

State of Connecticut General Requirements, Terms and Conditions

1. As specified in federal law, the infrastructure costs budget (1) should not include personnel costs, as defined in 2 CFR 200.430 - 200.431 of the Uniform Guidance; and (2) should include costs that support the general operation of the one stop center (WIOA sec. 121(h)(4) and 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)) – e.g. rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the one-stop center, including technology used for the center’s planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94.
2. The Infrastructure Funding Agreement (IFA) renewal will be via a written modification to the IFA, signed by all parties, and shall be effective upon the last signature of a party to the IFA. The MOU and IFA will be reviewed minimally every three years to ensure appropriate funding and delivery of services. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU.
3. Monitoring: The Parties to this MOU recognize that the local Board, or its

designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,

- Those laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

4. Per 20 CFR 678.755, there must be a provision on the steps the partners to the MOU used to reach consensus or the assurance that the local area followed the State Funding Mechanism process.

5.

The parties to this MOU/IFA recognize that when a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). Upon notification, Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, or a Partner is unwilling to agree to a provision or modification, the process outlined in the Dispute Resolution section is to be followed.

6. Additional obligations of the Parties:

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,

- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603),
- All amendments to each;
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Attachment B

Capital Workforce Partners IFA Budget Summary: July 1, 2019 - June 30, 2020

Note: budget is estimated based on FY19 costs, and will be revised quarterly through reconciliation with actual expenses.

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Bristol	\$ 123,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,742
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Share of Total - all locations	88%	11%	0%	1%	0%	0%	0%	0%	0%	0%	0%	100%
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Facility Costs	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 329,503	\$ -	\$ 1,271	\$ 11,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,026
Enfield	\$ 94,785	\$ 2,470	\$ 1,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,799
New Britain	\$ 247,885	\$ 6,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,493
Manchester	\$ 112,714	\$ 3,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,029
Bristol	\$ 99,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,394
East Hartford	\$ 93,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,427
Total	\$ 977,709	\$ 12,393	\$ 2,815	\$ 11,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,004,169

Additional Operating Costs	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford North	\$ 370,900	\$ -	\$ 1,431	\$ 12,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,996
Enfield	\$ 137,582	\$ 3,585	\$ 2,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,408
New Britain	\$ 207,174	\$ 5,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,697
Manchester	\$ 146,888	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,208
Bristol	\$ 24,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,348
East Hartford	\$ 136,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,099
Total	\$ 1,022,991	\$ 13,428	\$ 3,672	\$ 12,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,052,756

Partner Occupancy by Square Footage	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	285	13,943	0	0	0	642	0	0	0	0	0	14,869
Hartford North	9,172	0	35	313	0	0	0	0	0	0	0	9,520
Enfield	3,281	86	53	0	0	0	0	0	0	0	0	3,420
New Britain	7,792	208	0	0	0	0	0	0	0	0	0	8,000
Manchester	3,594	106	0	0	0	0	0	0	0	0	0	3,700
Bristol	2,800	0	0	0	0	0	0	0	0	0	0	2,800
East Hartford	2,640	0	0	0	0	0	0	0	0	0	0	2,640
Total	29,564	14,342	89	313	-	642	-	-	-	-	-	44,949

Partner Shares of Square Footage	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	1.91%	93.77%	0.00%	0.00%	0.00%	4.32%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hartford North	96.34%	0.00%	0.37%	3.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Enfield	95.94%	2.50%	1.56%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
New Britain	97.40%	2.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Manchester	97.14%	2.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Bristol	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
East Hartford	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Total	65.77%	31.91%	0.20%	0.70%	0.00%	1.43%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

MEMORANDUM OF UNDERSTANDING
Between
Capital Workforce Partners
and
The WorkPlace

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.*

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the one stop/American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the one-stop/AJC operator and **The WorkPlace** for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the delivery of employment related workshops, referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

I. Purpose of MOU

The purpose of this MOU is to articulate the roles and responsibilities of each Party in the operation of the One Stop/AJC service delivery system in the State of Connecticut. Each Party is committed to promoting a seamless operation, enhancing access to program services and the long-term employment outcomes for both job seekers and employers.

This MOU provides a foundation for assuring alignment and coordination of policies and operations across programs, in support of a responsive delivery system that meets Connecticut's workforce development needs and the employment and training needs of all eligible older adults in the state.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

II. Parties to the MOU

This Memorandum of Understanding (MOU) is between the **North Central Regional Workforce Development Board, Capital Workforce Partners**, One Union Place, Hartford, CT, (herein referred to as “WDB”) and **The WorkPlace** (herein to “the Partner”), 350 Fairfield Avenue, Bridgeport, CT (herein referred to as “the Parties”).

The parties to this MOU represent the following programs: WIOA Title I – Adult, Dislocated Worker; Title V Older Americans Act.

III. Duration of Agreement

This MOU is effective for the period July 1, 2019 through June 30, 2022. Pursuant to the aforementioned legislation, the MOU shall be reviewed not less than once every 3-year period. The first date of renewal shall be July 1, 2020. The MOU shall automatically renew on July 1st of subsequent years.

IV. Coordination Service Delivery Activities

In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities to:

- Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- Promote information sharing and coordination of activities to improve the performance of the One Stop/AJC system in part through the use of data access agreements.
- Promote the development and implementation of a unified system of measuring program performance and accountability.

V. Services Available Through the One-Stop/AJC System

Parties agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer focused comprehensive delivery system.
- Ensures the needs of adults, individuals with disabilities and individuals with barriers to employment, are addressed to ensure access to services, including access to technology and materials, and are made available through the One-Stop/AJC system.
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the AJC/One Stop system by the responsible party(ies) listed.

Career Services as described in WIOA Sec. 134(c)(2) are available to **Adults and Dislocated Workers** through the One Stop/AJC delivery system or through referrals or contracts for services.

CAREER SERVICES	Responsible Party
Outreach, intake and orientation to the services available through the One-Stop delivery system	Partner & AJC
Initial assessment of skill levels (including literacy, numeracy and English language proficiency), aptitudes, abilities (and skill gaps), and supportive service needs	AJC
Job search and placement assistance and career counseling, including the provision of information on in demand industry sectors and occupations; and the provision of information on non-traditional employment	AJC
Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system, and in appropriate cases, other workforce development programs	AJC
Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: job vacancy listings in such labor market areas; information on job skills necessary to obtain the jobs described in the job vacancy listings; and information relating to local occupations in demand and the earnings, skills requirements and opportunities for advancement for such occupations	AJC
Provision of program performance and cost information on eligible providers of training services	AJC
Information on the performance of the local area and the One-Stop delivery system in a format that is usable and understandable to One-Stop/AJC customers	AJC
Information on the availability of, and referral to, supportive services in the local area, including child care & transportation, and referral to such services needed in a format that is usable by and understandable to one stop/AJC customers	AJC
Assistance in establishing eligibility for programs of financial aid assistance for other training and education programs available in local area.	AJC
Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers	AJC
Development of an individual employment plan, to identify the employment goals and career pathways to attain career objectives	AJC
Group counseling	Partner & AJC

CAREER SERVICES	Responsible Party
Individual Counseling	Partner & AJC
Career planning	Partner & AJC
Short term pre-vocational services	Partner & AJC
Workforce preparation activities	Partner & AJC
Determine Older Worker eligibility to receive assistance under Title V of the Older Americans Act	Partner
Determine Adult eligibility to receive assistance under Title I of WIOA	AJC
Determine Dislocated Worker eligibility and refer to WIOA Title I services	AJC
Information on and assistance filing UI claims	AJC
Follow-up services (including workplace counseling) for 12 months for individuals participating in Title I funded activities who are placed unsubsidized employment	AJC
Referral to Financial literacy services	AJC
Work experience	Partner & AJC
Out-of-area job search assistance and relocation assistance	AJC
English language acquisition	AJC

Training Services: WDB will ensure access to training as described in WIOA Sec. 134 (d) for Adults and Dislocated Workers and may include the following:

TRAINING SERVICES	Responsible Party
Occupational skills training, including training for non-traditional employment	AJC
Subsidized employment	Partner
On-the-job training	Partner & AJC
Incumbent Worker Training in accordance with subsection (d)(4)	AJC
Programs that combine workplace training with related instruction, which may include cooperative education programs	AJC
Training programs operated by the private sector	AJC
Skill upgrading and retraining	Partner & AJC
Entrepreneurial training	AJC
Transitional jobs in accordance with sub-section (d)(5)	AJC
Job readiness training provided in combination with services described in any of clauses (i) through (viii)	AJC
Adult Education and Literacy activities including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with any of the above training services except transitional jobs and job readiness training	AJC
Customized training conducted with a commitment by an employer or employer group to employ an individual upon successful completion of the training	AJC

REEMPLOYMENT SERVICES	Responsible Party
Employment registration. To ensure, so far as practical, that individuals are placed in jobs which utilize their highest skills and that applicants qualified for job openings are appropriately referred, applications for registration shall be taken on adversely affected workers who apply for reemployment services.	AJC
Employment counseling. When local job opportunities are not readily available, counseling shall be used to assist individuals to gain a better understanding of themselves in relation to the labor market so that they can more realistically choose or change an occupation or make a suitable job adjustment	Partner & AJC
Vocational testing. Testing shall be used to determine which individual skills or potentials can be developed by appropriate training.	AJC
Job search allowances. The individual, if eligible, shall be provided job search allowances to defray the cost of seeking employment outside of the commuting area.	Partner & AJC
Relocation allowances. The individual, if eligible, shall be provided relocation allowances to defray the cost of moving to a new job outside of the commuting area.	AJC
Job Development. A State agency shall develop jobs for individuals by soliciting job interviews from public or private employers and shall work with potential employers to customize or restructure particular jobs to meet individual needs	Partner & AJC
Supportive services. Supportive services shall be provided so individuals can obtain or retain employment or participate in employment and training programs leading to eventual placement in permanent employment. Such services may include work orientation, basic education, communication skills, child care, and any other services necessary to prepare an individual for full employment in accordance with the individual's capabilities and employment opportunities.	Partner & AJC
Self-directed job search. Self-directed job search programs shall be initiated to assist individuals in developing skills and techniques for finding a job.	Partner & AJC

VI. Employment Related Workshops

The Parties agree to work together to ensure the delivery of relevant employment related workshops, eliminate unnecessary content duplication, increase efficiency and reduce any perceived confusion among customers. Each local/regional area will determine which Party will be responsible for workshop delivery based on needs, location, and resources (human and fiscal).

VII. Referral Arrangements

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- Each party will have information and receive training about the services of all partner agencies within the One Stop/AJC.
- Customers accessing services through the AJC will receive assistance in determining which of the partner agencies may have services the customer needs.
- When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency.

The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness.

VIII. Cost Allocation and Resource Sharing Methodology

The Parties have negotiated a cost sharing agreement, the Infrastructure Funding Agreement (IFA), based on the proportionate share of use by The Workplace and/or its contracted provider staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principles that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 17-16, and any other federal guidance pertaining to cost allocation and resource sharing. The IFA is incorporated as Attachment A to this MOU and the budget is incorporated as Attachment B. The IFA will be reviewed and negotiated annually based on proportionate share of use and one-stop infrastructure and operating budget.

IX. Confidentiality of Information

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
- Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.

X. Severability

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

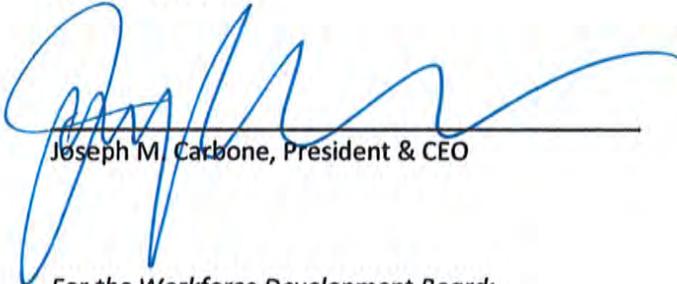
XI. Modification/Termination

This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOU does not necessarily require a modification to the local plan.

Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

XII. Signatures

For The WorkPlace:



Joseph M. Carbone, President & CEO

Date 9/31/2019

For the Workforce Development Board:



Alex B. Johnson, President & CEO

Date 6-26-19



Thomas Mongellow, Board Chair

Date 6-26-19

Chief Elected Official:



Marcia Leclerc, Mayor of East Hartford

Date 6-26-19

One-Stop Infrastructure Funding Agreement
The Workplace, Inc.

Whereas the parties have entered into this Memorandum of Agreement to provide services as partners in the One-Stop American Job Center system, the parties hereby agree to share infrastructure costs for space located at the location(s) listed below:

- 3580 Main Street, Hartford, CT 06103 (“Hartford AJC”).
- 260 Lafayette Street, New Britain, CT (“New Britain AJC”)
- 893 Main Street, Manchester, CT (“Manchester AJC”)
- 170 Elm Street, Enfield, CT (“Enfield AJC”)
- 430 North Main Street, Bristol, CT (“Bristol AJC”)
- 417 Main Street, East Hartford, CT (“East Hartford AJC”)
- No physical presence in an AJC

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this agreement shall be July 1, 2019 – June 30, 2020
2. The Partner’s contribution is based on the physical presence of its FTEs in the AJC(s).
3. Partner staff will be provided a workstation that includes:
 - a. A standard work station – cubicle and chair
 - b. A telephone, with an identification code to authorize and track long distance usage
 - c. A computer with internet connection
4. Partner staff will have reasonable access to shared AJC resources:
 - a. Staff and guest WiFi
 - b. Fax machine, copier, printer, and related supplies
 - c. Assistance with customer reception from front-desk staff
 - d. Training rooms, reserved in accordance with operational protocol, coordinated with the One-Stop Operator
 - e. No-cost parking
5. Partner staff with a full-time presence, five days per week, may request installation of a locking, two- drawer file cabinet in a dedicated workstation, to be provided at additional cost.
6. Partner occupancy will be limited to regular business hours; Partner staff will not have keys and will not be responsible for opening or closing the AJC.
7. Partner will limit its usage of the AJC and resources to services and activities directly related to the AJC Partner program(s) identified in the MOU. CWP or its One-Stop Operator may request that Partner provide justification demonstrating reasonableness of use or direct benefit to the identified Partner program.
8. Partner will ensure that its staff will follow all applicable confidentiality requirements, including protection of Personally Identifiable Information (PII), related to information viewed or accessed in the AJC.
9. The financial consideration is based upon the One-Stop Infrastructure and Operating

Budget as detailed in Attachment B.

10. The minimum contribution for each Partner with a physical presence in the AJC is 1 day per week / .2 FTE, regardless of actual days and hours of occupancy. If Partner maintains less than 1 FTE in the AJC, it shall coordinate with the One-Stop Operator, in accordance with operational protocol, to establish an occupancy schedule.
11. The cost allocation plan and Partner contributions are detailed in Attachment B.
12. Under the terms of the agreed upon allocation methods, the Partner will be invoiced in arrears for allocable contributions based on actual costs. Invoices outlining costs will be generated within 60 days of the close of each calendar quarter.
13. Payment of Partner contribution will be submitted within 45 days of the receipt of each quarterly invoice.
14. No later than May 15th of each year, the Budget and allocation base will be reviewed and projected Partner contributions for the subsequent Federal Performance Period will be distributed.
15. The Infrastructure Funding Agreement (IFA) will be renewed for annual one-year periods, effective July 1, 2020. The renewal will incorporate the updated projected Partner contributions based on a review of the allocation base in accordance with the cost allocation plan.
16. This Agreement does not provide Partner with:
 - a. Access to the CWP computer network or shared drives
 - b. Office supplies beyond reasonable use of the copier and fax machines
 - c. Postage or use of postage meter
 - d. Help desk support beyond ensuring that AJC equipment is functioning
 - e. Online Learning Center usage for Partner-facilitated training or workshops
 - f. Excessive and/or unreasonable utilization of the included shared AJC resources
17. Partners with a physical presence in the AJC will provide a Certificate of Insurance listing Capital Workforce Partners, One Union Place, Hartford, CT 06103 as an Additional Insured and Certificate Holder, prior to occupancy in the AJC.
18. The parties agree to try to resolve policy or practice disputes at the lowest level, starting with site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution. If issues remain unresolved, such issues shall be referred to the Office of Workforce Competitiveness for assistance.
19. The parties agree to comply with general requirements, terms, and conditions as established by the State of Connecticut and attached herewith.

State of Connecticut General Requirements, Terms and Conditions

1. As specified in federal law, the infrastructure costs budget (1) should not include personnel costs, as defined in 2 CFR 200.430 - 200.431 of the Uniform Guidance; and (2) should include costs that support the general operation of the one stop center (WIOA sec. 121(h)(4) and 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)) – e.g. rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to

facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94.

2. The Infrastructure Funding Agreement (IFA) renewal will be via a written modification to the IFA, signed by all parties, and shall be effective upon the last signature of a party to the IFA. The MOU and IFA will be reviewed minimally every three years to ensure appropriate funding and delivery of services. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU.
3. Monitoring: The Parties to this MOU recognize that the local Board, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
 - Those laws, regulations, and policies are enforced properly,
 - Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
 - Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
 - Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
 - All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

4. Per 20 CFR 678.755, there must be a provision on the steps the partners to the MOU used to reach consensus or the assurance that the local area followed the State Funding Mechanism process.
5. The parties to this MOU/IFA recognize that when a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). Upon notification, Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate. Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into

an MOU that includes the Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, or a Partner is unwilling to agree to a provision or modification, the process outlined in the Dispute Resolution section is to be followed.

6. Additional obligations of the Parties:

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603),
- All amendments to each;
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Attachment B

Capital Workforce Partners IFA Budget Summary: July 1, 2019 - June 30, 2020

Note: budget is estimated based on FY19 costs, and will be revised quarterly through reconciliation with actual expenses.

Total IFA Costs	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 700,404	\$ -	\$ 2,702	\$ 23,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,023
Enfield	\$ 232,368	\$ 6,055	\$ 3,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,207
New Britain	\$ 455,059	\$ 12,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 467,190
Manchester	\$ 259,602	\$ 7,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,238
Bristol	\$ 123,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,742
East Hartford	\$ 229,525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,525
Total	\$ 2,005,177	\$ 245,228	\$ 6,487	\$ 23,917	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,290,908

Share of Total - all locations	88%	11%	0%	1%	0%	0%	0%	0%	0%	0%	0%	100%
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Facility Costs	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	\$ 4,477	\$ 219,407	\$ -	\$ -	\$ -	\$ 10,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,983
Hartford North	\$ 329,503	\$ -	\$ 1,271	\$ 11,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,026
Enfield	\$ 94,785	\$ 2,470	\$ 1,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,799
New Britain	\$ 247,885	\$ 6,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,493
Manchester	\$ 112,714	\$ 3,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,029
Bristol	\$ 99,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,394
East Hartford	\$ 93,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,427
Total	\$ 977,709	\$ 12,393	\$ 2,815	\$ 11,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,004,169

Additional Operating Costs	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford North	\$ 370,900	\$ -	\$ 1,431	\$ 12,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,996
Enfield	\$ 137,582	\$ 3,585	\$ 2,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,408
New Britain	\$ 207,174	\$ 5,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,697
Manchester	\$ 146,888	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,208
Bristol	\$ 24,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,348
East Hartford	\$ 136,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,099
Total	\$ 1,022,991	\$ 13,428	\$ 3,672	\$ 12,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,052,756

Partner Occupancy by Square Footage	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	285	13,943	0	0	0	642	0	0	0	0	0	14,869
Hartford North	9,172	0	35	313	0	0	0	0	0	0	0	9,520
Enfield	3,281	86	53	0	0	0	0	0	0	0	0	3,420
New Britain	7,792	208	0	0	0	0	0	0	0	0	0	8,000
Manchester	3,594	106	0	0	0	0	0	0	0	0	0	3,700
Bristol	2,800	0	0	0	0	0	0	0	0	0	0	2,800
East Hartford	2,640	0	0	0	0	0	0	0	0	0	0	2,640
Total	29,564	14,342	89	313	-	642	-	-	-	-	-	44,949

Partner Shares of Square Footage	CWP	DOL	DORS	SDE	Job Corps (center)	Job Corps (outreach)	Workplace (SCSEP)	RI Indian Council	NEWFC (MSFW)	OPP (2nd Chance)	Other	Total
Hartford South	1.91%	93.77%	0.00%	0.00%	0.00%	4.32%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hartford North	96.34%	0.00%	0.37%	3.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Enfield	95.94%	2.50%	1.56%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
New Britain	97.40%	2.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Manchester	97.14%	2.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Bristol	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
East Hartford	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Total	65.77%	31.91%	0.20%	0.70%	0.00%	1.43%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

Attachment VII - Targeted Populations

Individuals with Disabilities Source: 2018 American Community Survey 5 Year Estimates

Characteristics (Source: 2018 American Community Survey 5 Year Estimates)

Population Counts

	United States		Connecticut		Hartford County	
	# w/Dis	% w/Dis	# w/Dis	% w/Dis	# w/Dis	% w/Dis
Total Civilian Non-Institutionalized Population	40,071,666	12.6%	389,051	11.0%	104,288	11.8%

Educational Attainment

	United States		Connecticut		Hartford County	
	W/Dis	W/O Dis	W/Dis	W/O Dis	W/Dis	W/O Dis
Less than high school	21.5%	10.3%	20.1%	7.5%	22.4%	8.0%
High school graduate	33.9%	25.6%	35.8%	25.3%	35.3%	25.1%
Some college/associates degree	27.8%	29.3%	23.5%	24.7%	22.5%	25.4%
Bachelors and above	16.8%	34.8%	20.6%	42.5%	19.9%	41.6%

Employment (aged 16 years and over) – Civilian Population

	United States	Connecticut	Hartford County
Unemployment Rate (w/dis)	12.5%	14.8%	15.3%

Disability by Type of Disability (ages 18-64)

	United States		Connecticut		Hartford County	
	#	%	#	%	#	%
Hearing	3,942,274	2.0%	33,202	1.5%	9,384	1.7%
Vision	3,818,259	1.9%	31,504	1.4%	9,554	1.7%
Cognitive	8,672,287	4.4%	85,609	3.9%	23,208	4.2%
Ambulatory	9,782,019	5.0%	81,789	3.7%	22,236	4.0%
Self-Care	3,548,364	1.8%	30,702	1.4%	9,032	1.6%
Independent Living	7,186,349	3.7%	64,310	2.9%	17,860	3.3%

Six disability attributes (US Census Bureau):

- **Hearing difficulty** - deaf or having serious difficulty hearing (DEAR).
- **Vision difficulty** - blind or having serious difficulty seeing, even when wearing glasses (DEYE).
- **Cognitive difficulty** - because of a physical, mental, or emotional problem, having difficulty remembering, concentrating, or making decisions (DREM).
- **Ambulatory difficulty** - having serious difficulty walking or climbing stairs (DPHY).
- **Self-care difficulty** - having difficulty bathing or dressing (DDRS).
- **Independent living difficulty** - because of a physical, mental, or emotional problem, having difficulty doing errands alone such as visiting a doctor's office or shopping (DOUT).

Ex-Offenders

Characteristics (Source: 2014 American Community Survey 1 Year Estimates)

Characteristics

Ex Offender Counts - Sentenced Inmates Released

1/1/13 to 12/13/14

North Central Region

Total Population					
Female	708	11.4%			
Male	5,498	88.6%			
Total	6,206				

Age Distribution						
	<18	18-24	25-35	36-45	46+	
Female	0	96	251	188	173	
Male	16	1,077	1,999	1,169	1,237	
	16	1,173	2,250	1,357	1,410	

Education						
		Grade Level/Educational Achievement				
	% W/Less than HS Diploma	1 or more college courses	HS diploma	Grade 9 to 12	Grade 5 to 8.9	Grade 0 to 4.9
Female	63.4%	87	169	430	14	11
Male	56.6%	305	2,059	2,638	298	156
		393	2,230	3,071	316	172

Offense						
	Misdemeanor	Felony	Total	% Misdemeanor by Gender	% Felony by Gender	
Female	224	175	399	56.1%	43.9%	
Male	1,129	1,931	3,060	36.9%	63.1%	
	1,353	2,106				

Attachment VIII - Temporary Assistance for Needy Families/Jobs First Employment Services Goals

Connecticut Department of Social Services

Background

SNAP & SNAP Employment & Training program recipients – As of January 4th, 2016 there were 232,937 households receiving nutrition assistance from the Supplemental Nutrition Assistance Program. These low income households include approximately 71,680 individuals who are not exempt from SNAP general work requirements. The Connecticut SNAP population is a diverse group with varying degrees of work readiness.

HUSKY program recipients - Connecticut's nation-leading implementation of the Affordable Care Act (ACA) continued in SFY 2015, with CTDSS partnering with Access Health CT in a shared/integrated eligibility system encompassing HUSKY Health (Medicaid/Children's Health Insurance Program) and private qualified health plans offered through the exchange. As SFY 2015 ended, total enrollment was 747,735 of which approximately 460,000 are low- income adults.

Non-Custodial Parents – Non-custodial parents are individuals who do not have custody of their child (ren), yet still have an obligation to provide necessary supports. Non-custodial parents are identified by the CTDSS Child Support division in partnership with the Judicial Support Enforcement Services Division. Together, both units will assist parents in securing financial and medical support for their children by providing quality services and information in a courteous, efficient, and effective manner. Non-custodial parents, in order to achieve economic stability, need education, employment services and various supports like affordable housing, transportation, nutritional assistance and child care to insure the well-being of their children. Annually, approximately 60,000 cases with court-ordered support are monitored. The two units are responsible for court enforcement and assist both parents with court modification process and collect about \$300 million in child support. Child support represents 45% of their family income. In addition, 188,000 children live in such families with 60% of parents receiving TANF or were former TANF recipients. In addition, 29% live below the federal poverty level.

TANF

Provide assistance to needy families so that children may be cared for in their own homes or the homes of relatives.

End the dependence of needy parents on government benefits by promoting job preparation, work and marriage.

Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.

Encourage the formation and maintenance of two-parent families.

JFES

1. Enable participants, through employment, to become independent from cash assistance by the end of the 21-month time limit established by state law;
2. Enable participants who become independent from cash assistance to remain employed and independent of cash assistance; and
3. Ensure that federally-established TANF Work Participation rates are met through employment of participants and engagement of participants in other allowable TANF work activities based on the regional and individual assessments of participants' needs.

TANF/JFES

Connecticut's Temporary Assistance for Needy Families (TANF)/Jobs First Employment Services (JFES) program is co-administered by the CTDSS and CTDOL. TANF/JFES provides assistance to needy families and pregnant women meeting eligibility criteria in all political subdivisions of the state. Assistance for basic needs is provided to needy families through the Temporary Family Assistance (TFA) component administered by CTDSS and the Jobs First Employment Services (JFES) program is administered by CTDOL in partnership with the Workforce Development Boards (WDBs). The ultimate goal of Connecticut's TANF/JFES program is to provide assistance to needy families to enable them to move out of poverty and into self-sufficiency.

The TANF/JFES program is a time limited assistance program based on the assumption that welfare should be a temporary program of assistance and it is better to work than to be on welfare. Recipients are encouraged to assume personal responsibility for their economic self-sufficiency. Unless they meet exemption criteria, adults are required to seek and retain employment if it is available. Recipients unable to secure employment without intervention from the state will receive services, including education and training that will assist them in becoming employed. Applicants must attend the initial employment services assessment intake session for further employment assessment/plan development before TFA benefits are granted.

The TFA program attempts to direct participants to employment sufficient to move them off assistance within twenty-one months. The program contains many features that support this objective. The asset limit is \$3,000 so families may set aside money for emergencies. Families are allowed to own a reliable car to seek employment, to travel to and from work, or to transport a handicapped family member. To be excluded, the family's equity in the vehicle must not exceed \$9,500 or the vehicle must be used to transport a handicapped family member. Earned income of recipients is totally excluded up to the Federal Poverty Level (FPL). Once earnings reach the FPL, the family becomes ineligible for assistance. Up to \$50 per month of current child support is passed through to the family each month and excluded as income. Child care and transportation benefits are provided in order to enable individuals to prepare for, obtain and retain employment.

If a family member refuses to participate in Employment Services activities, the family is penalized through grant reduction. If the family has made a good faith effort to comply with the employment activities but still has income below the payment standard at the end of twenty-one months of assistance, a six-month extension of benefits may be given. Extensions may also be given to families who have encountered circumstances beyond their control such as domestic violence. To qualify for an extension the family's income cannot exceed the payment standard corresponding to the size of the family.

Following are the array of available Work Related Activities for TANF recipients:

1. Unsubsidized Employment
2. Subsidized Private Sector Employment
3. Subsidized Public Sector Employment
4. On-the-Job Training
5. Job Search and Job Readiness Assistance
6. Work Experience

7. Community Service Programs
8. Vocational Educational Training Not to Exceed 12 Months
9. Child Care for an Individual Participating in a Community Service Program
10. Job Skills Training Directly Related to Employment
11. Education Directly Related to Employment
12. Satisfactory Attendance at Secondary School or in a GED program

SNAP Employment and Training (SNAP E&T)

In addition to the overarching goals for Connecticut's workforce system, the SNAP E&T program's primary goal is to assist SNAP E&T participants with work-related activities that will lead to paid employment. SNAP E&T is a voluntary, skills based program with a focus on vocational training. Successful students gain skills needed to find employment or improve employment in the current job market. The resulting outcome is increased self-sufficiency and decreased dependence on public assistance.

SNAP Employment and Training is administered by the CT Department of Social Services (CTDSS). The primary goal is to assist SNAP E&T participants with work-related activities that will lead to paid employment. Short term vocational programs are job focused and employer driven. The SNAP E&T Program is currently in transition. As a way to better serve low income SNAP recipients, all future partnerships will operate under a 50% reimbursement model. This allows CTDSS to use federal funds to leverage nonfederal funds already being invested in employment activities

The components of Connecticut's SNAP E&T program are currently delivered through six nonprofit organizations, four community colleges, and one private college. Expansion efforts are underway. FNS approval will be sought before the department adds additional SNAP E&T 50% reimbursement partners. Our current 50% partners are Capital Community College (CCC) located in Hartford, Gateway Community College (GCC) located in New Haven, Asnuntuck Community College (ACC) located in Enfield, Goodwin College located in East Hartford, Opportunities Industrialization Center (OIC) located in New London, and Northwestern Connecticut Community College (NCCC) in Winsted. Our 100% contractors are Community Renewal Team (CRT) located in Hartford, The Kennedy Center located in Waterbury, Eastern Connecticut Workforce Investment Board in Franklin, Career Resources in Bridgeport, and Workforce Alliance in New Haven.

Case management activities include conducting assessments; developing employment plans; making referrals as appropriate to education, vocational training and community service; conducting or making referrals to structured job search training; and career placement. Case management services can also include referrals for support services such as child care, transportation and other services required to enable the participant to remain engaged in his or her activity.

Our current contractors provide case management services that are unique to their SNAP participants and above and beyond what they provide to their other non-SNAP clients. A key piece of their case management is ensuring that the SNAP recipients comply with all SNAP requirements, such as completing the recertification process by reminding them that they will not be eligible to participate in SNAP E&T if they fail to meet all of the SNAP requirements.

For participants who already have skills that are marketable in the current economy, the first component will be structured job search training. For participants without marketable skills, the first component will be vocational/occupational skills training, educational programs, or self-initiated workfare.

Community Services Block Grant (CSBG)

CTDSS administers the CSBG federal block grant (approx. \$8M annually) with assistance from the CT community action agency network. The purpose of CSBG is the reduction of poverty, revitalization of low-income communities, and empowerment of low-income families and individuals to become fully self-sufficient.

CSBG can provide an array of services - employment work supports, child and family development, community empowerment, independent living. CSBG has identified the following national performance indicators for states to follow: # persons employed; # maintain job for at least 90 days; # achieve a "living" wage; # receive employment supports such as skills/competencies; completion of ABE/GED;

Child Support

CTDSS administers the statewide child support program. The goals of the child support programs are to assist families in reaching independence through increased financial and medical support, establish paternity for children born out of wedlock, and connect non-custodial parents with the Fatherhood Initiative.

American Job Centers Customer Flow

All American Job Center (AJC) customers will be asked if they are receiving public assistance benefits (i.e. TANF, SNAP, HUSKY, Care 4 Kids) and referred to the appropriate WIOA service entity to assist with any special needs beyond those offered by the AJC. Such referrals will be documented and outcomes noted.

Subsection 3.10 Priority of Service

A. General Provision

The American Job Center (AJC) is the hub of CWP programs and services for Adults and Dislocated Workers, including WIOA-funded services. AJC services include screening, assessment and referral of all job-seekers to the appropriate career and training programs. These services are provided in accordance with WIOA priority of service requirements which identify specific groups of job seekers to be prioritized for individualized career services and training. The following policy and procedures implement the WIOA priority of service requirements within the context of CWP Guiding Principles for Service Delivery.

B. Definitions

Basic Skills Deficient: WIOA Section 3(5)(B) A youth or adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society. Defined by CWP as having a CASAS reading score of 235 or less and/or a CASAS math score of 235 or less.

Career Services Defined:

Informational and Self-Directed Basic Career Services: Informational and self-directed basic career services comprise the provision of general orientation to AJC customers on the services available within the AJC system, and assistance to customers who independently utilize the self-directed services available in the Career Resource Center; these include printed materials and access to online job search resources. When appropriate, Basic Career Services also include the provision of information regarding filing claims for unemployment compensation; these services are provided by CTDOL staff.

Staff-Assisted Basic Career Services: Staff-assisted basic career services are more substantial than the services provided to self-directed customers. The provision of staff-assisted basic career services includes services such as initial assessment of education level, work history, skills, interests, aptitudes to determine appropriate level of service, assistance with job search and placement, provision of information on nontraditional employment and in-demand occupations, resume development, facilitation of workshops including workshops on available training resources, and, when appropriate, the determination of eligibility for individualized career services and/or training services.

Individualized Career Services and Training Services: Individualized career services and training services are more intensive than the services defined as "Staff-Assisted Basic Career Services" and are specifically designed for customers who meet the priority of service criteria. The provision of individualized career services and training services includes comprehensive and specialized assessments and the development of an individual employment plan (IEP), group and/or individual career counseling and mentoring, career planning, short-term pre-vocational services, internships and work experience linked to careers, workforce preparation activities including online learning, financial literacy services, out-of-area job search and relocation assistance,

English language acquisition and integrated education and training, and occupational skills training.

Eligible Spouse of a Veteran: A current spouse of a veteran (as defined in these definitions) or the spouse of any of the following: any veteran who died of a service-connected disability or who died while a service-connected disability was in existence, any member of the Armed Forces serving on active duty who, at the time of application for the priority, is missing in action; captured in line of duty by a hostile force; or forcibly detained or interned in line of duty by a foreign government or power, or any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs.

Individual with Disability: Any individual who identifies as having a disability as defined in the Americans with Disabilities Act of 1990, as amended, Title 42, Chapter 126, Sec. 12102. A disability is a physical or mental impairment that substantially limits one or more major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment (if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity).

Low Income Individual: An individual who with total income, or who is in a family with a total income, that does not exceed 70% of the lower living standard income level; or who is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))); or who is an individual with a disability whose own income meets the income requirement, but who is a member of a family whose income does not meet this requirement; or who receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program (SNAP), Temporary Family Assistance (TFA), Supplemental Security Income or other State or local income-based public assistance.

Recipient of Public Assistance: Any individual who receives, or is a member of a family that receives, local, state or federal cash assistance including Temporary Family Assistance, State Administered General Assistance, Supplemental Security Income, and Social Security Disability Insurance.

Veteran: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, as specified in 38 U.S.C. 101(2).

C. Policy

CWP is committed to providing effective services to all customers in response to their needs, and is accountable for achieving positive performance outcomes for customers at all service levels. Customers will be provided the appropriate level of service and/or referral for service regardless of their point of entry into the AJC system. The CWP AJC will provide staff-assisted Basic Career Services to any eligible individual who needs and wants such services, and will enroll those individuals into the WIOA Adult or Dislocated Worker program; priority of service is not required for receipt of staff-assisted Basic Career Services.

Customers of the AJC system who are determined to need more intensive Individualized Career Services and Training funded with Title I WIOA Adult funds must be determined eligible and meet one of the following priority of service criteria:

- A. Recipients of public assistance
- B. Other low-income individuals
- C. Individuals who are basic skills deficient
- D. Individuals with a disability
- E. Former offenders

Within these groups priority is given to veterans and eligible spouses in this order:

1. Veterans and eligible spouses of veterans who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA adult formula funds.
2. All other priority groups listed above (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
3. Veterans and eligible spouses who are not included in WIOA's priority groups.
4. Non-covered persons outside the groups given priority under WIOA.

WIOA Title I staff in the AJC will develop an Individual Employment Plan with each WIOA customer who is determined to need Individualized Career Services or Training and who meets priority of service.

Note: Priority of service criteria will be applied only when a customer needs or requests Individualized Career Services or Training offered through WIOA Title I-funded programs.

WIOA customers who do not meet priority of service criteria may continue to receive staff-assisted Basic Career Services in the AJC.

4.10 Priority of Service

A. General Provision

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Eligible Spouse of a Veteran: A current spouse of a veteran (as defined in these definitions) or the spouse of any of the following: any veteran who died of a service-connected disability or who died while a service-connected disability was in existence, any member of the Armed Forces serving on active duty who, at the time of application for the priority, is missing in action; captured in line of duty by a hostile force; or forcibly detained or interned in line of duty by a foreign government or power, or any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs.

Individual with Disability: Any individual who identifies as having a disability as defined in the Americans with Disabilities Act of 1990, as amended, Title 42, Chapter 126, Sec. 12102. A disability is a physical or mental impairment that substantially limits one or more major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment (if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity).

Low Income Individual: An individual who with total income, or who is in a family with a total income, that does not exceed 70% of the lower living standard income level; or who is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))); or who is an individual with a disability whose own income meets the income requirement, but who is a member of a family whose income does not meet this requirement; or who receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program (SNAP), Temporary Family Assistance (TFA), Supplemental Security Income or other State or local income-based public assistance.

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Note: Priority of service criteria will be applied only when a customer needs or requests Individualized Career Services or Training offered through WIOA Title I-funded programs.

WIOA customers who do not meet priority of service criteria may continue to receive staff-assisted Basic Career Services in the AJC.

Attachment IX Adult Priority of Service

Subsection 3.10 Priority of Service

A. General Provision

The American Job Center (AJC) is the hub of CWP programs and services for Adults and Dislocated Workers, including WIOA-funded services. AJC services include screening, assessment and referral of all job-seekers to the appropriate career and training programs. These services are provided in accordance with WIOA priority of service requirements which identify specific groups of job seekers to be prioritized for individualized career services and training. The following policy and procedures implement the WIOA priority of service requirements within the context of CWP Guiding Principles for Service Delivery.

B. Definitions

Basic Skills Deficient: WIOA Section 3(5)(B) A youth or adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society. Defined by CWP as having a CASAS reading score of 235 or less and/or a CASAS math score of 235 or less.

Career Services Defined:

Informational and Self-Directed Basic Career Services: Informational and self-directed basic career services comprise the provision of general orientation to AJC customers on the services available within the AJC system, and assistance to customers who independently utilize the self-directed services available in the Career Resource Center; these include printed materials and access to online job search resources. When appropriate, Basic Career Services also include the provision of information regarding filing claims for unemployment compensation; these services are provided by CTDOL staff.

Staff-Assisted Basic Career Services: Staff-assisted basic career services are more substantial than the services provided to self-directed customers. The provision of staff-assisted basic career services includes services such as initial assessment of education level, work history, skills, interests, aptitudes to determine appropriate level of service, assistance with job search and placement, provision of information on nontraditional employment and in-demand occupations, resume development, facilitation of workshops including workshops on available training resources, and, when appropriate, the determination of eligibility for individualized career services and/or training services.

Individualized Career Services and Training Services: Individualized career services and training services are more intensive than the services defined as "Staff-Assisted Basic Career Services" and are specifically designed for customers who meet the priority of service criteria. The provision of individualized career services and training services includes comprehensive and specialized assessments and the development of an individual employment plan (IEP), group and/or individual career counseling and mentoring, career planning, short-term pre-vocational services, internships and work experience linked to careers, workforce preparation activities including online learning, financial literacy services, out-of-area job search and relocation assistance,

English language acquisition and integrated education and training, and occupational skills training.

Eligible Spouse of a Veteran: A current spouse of a veteran (as defined in these definitions) or the spouse of any of the following: any veteran who died of a service-connected disability or who died while a service-connected disability was in existence, any member of the Armed Forces serving on active duty who, at the time of application for the priority, is missing in action; captured in line of duty by a hostile force; or forcibly detained or interned in line of duty by a foreign government or power, or any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs.

Individual with Disability: Any individual who identifies as having a disability as defined in the Americans with Disabilities Act of 1990, as amended, Title 42, Chapter 126, Sec. 12102. A disability is a physical or mental impairment that substantially limits one or more major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment (if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity).

Low Income Individual: An individual who with total income, or who is in a family with a total income, that does not exceed 70% of the lower living standard income level; or who is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))); or who is an individual with a disability whose own income meets the income requirement, but who is a member of a family whose income does not meet this requirement; or who receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program (SNAP), Temporary Family Assistance (TFA), Supplemental Security Income or other State or local income-based public assistance.

Recipient of Public Assistance: Any individual who receives, or is a member of a family that receives, local, state or federal cash assistance including Temporary Family Assistance, State Administered General Assistance, Supplemental Security Income, and Social Security Disability Insurance.

Veteran: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, as specified in 38 U.S.C. 101(2).

C. Policy

CWP is committed to providing effective services to all customers in response to their needs, and is accountable for achieving positive performance outcomes for customers at all service levels. Customers will be provided the appropriate level of service and/or referral for service regardless of their point of entry into the AJC system. The CWP AJC will provide staff-assisted Basic Career Services to any eligible individual who needs and wants such services, and will enroll those individuals into the WIOA Adult or Dislocated Worker program; priority of service is not required for receipt of staff-assisted Basic Career Services.

Customers of the AJC system who are determined to need more intensive Individualized Career Services and Training funded with Title I WIOA Adult funds must be determined eligible and meet one of the following priority of service criteria:

- A. Recipients of public assistance
- B. Other low-income individuals
- C. Individuals who are basic skills deficient
- D. Individuals with a disability
- E. Former offenders

Within these groups priority is given to veterans and eligible spouses in this order:

1. Veterans and eligible spouses of veterans who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA adult formula funds.
2. All other priority groups listed above (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
3. Veterans and eligible spouses who are not included in WIOA's priority groups.
4. Non-covered persons outside the groups given priority under WIOA.

WIOA Title I staff in the AJC will develop an Individual Employment Plan with each WIOA customer who is determined to need Individualized Career Services or Training and who meets priority of service.

Note: Priority of service criteria will be applied only when a customer needs or requests Individualized Career Services or Training offered through WIOA Title I-funded programs.

WIOA customers who do not meet priority of service criteria may continue to receive staff-assisted Basic Career Services in the AJC.

Attachment X
Dislocated Workers Priority of Service
CWP Policy and Procedures Manual

Program: Dislocated Workers	Sections: 4.10
Subject: Priority of Service Policy and Procedure	Effective Date: 4/29/16

4.10 Priority of Service

A. General Provision

The American Job Center (AJC) is the hub of CWP programs and services for Adults and Dislocated Workers, including WIOA-funded services. AJC services include screening, assessment and referral of all job-seekers to the appropriate career and training programs. These services are provided in accordance with WIOA priority of service requirements which identify specific groups of job seekers to be prioritized for individualized career services and training. The following policy and procedures implement the WIOA priority of service requirements within the context of CWP Guiding Principles for Service Delivery.

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CWP Policy and Procedures Manual

Program: Dislocated Workers	Sections: 3.10 page 2
Subject: Priority of Service Policy and Procedure	Effective Date: 4/29/16

Eligible Spouse of a Veteran: A current spouse of a veteran (as defined in these definitions) or the spouse of any of the following: any veteran who died of a service-connected disability or who died while a service-connected disability was in existence, any member of the Armed Forces serving on active duty who, at the time of application for the priority, is missing in action; captured in line of duty by a hostile force; or forcibly detained or interned in line of duty by a foreign government or power, or any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs.

Individual with Disability: Any individual who identifies as having a disability as defined in the Americans with Disabilities Act of 1990, as amended, Title 42, Chapter 126, Sec. 12102. A disability is a physical or mental impairment that substantially limits one or more major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment (if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity).

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Recipient of Public Assistance: Any individual who receives, or is a member of a family that receives, local, state or federal cash assistance including Temporary Family Assistance, State Administered General Assistance, Supplemental Security Income, and Social Security Disability Insurance.

Veteran: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, as specified in 38 U.S.C. 101(2).

C. Policy

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CWP Policy and Procedures Manual

Program: Dislocated Workers	Sections: 3.10 page 3
Subject: Priority of Service Policy and Procedure	Effective Date: 4/29/16

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- A. Recipients of public assistance
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- C. Individuals who are basic skills deficient
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- E. Former offenders

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Note: Priority of service criteria will be applied only when a customer needs or requests Individualized Career Services or Training offered through WIOA Title I-funded programs.

WIOA customers who do not meet priority of service criteria may continue to receive staff-assisted Basic Career Services in the AJC.

Attachment XI
Youth Priority of Service
CWP Policy and Procedure Manual

Program: WIOA Youth	Section: 5-20
Subject: Priority of Service	Effective Date: 3/9/15 Rev. 3/9/15

A. WIOA Youth Priority of Service

Within the eligible WIOA Youth population as defined by Workforce Innovation and Opportunity Act (WIOA) Section 129(a)(1)(B) and by section 5-20 of the CWP Policy and Procedures manual, CWP prioritizes programming to the following subpopulations:

1. Youth of color
2. Young parents
3. Youth in or aging/aged of foster care
4. Youth who are involved in the justice system
5. Youth with disabilities