



**NORTHWEST REGIONAL
WORKFORCE INVESTMENT BOARD**
FIRST JOB | NEXT JOB | BEST JOB

EXECUTIVE COMMITTEE MEETING AGENDA
Wednesday, November 30th, 2022, at 8:00 AM

Please join my meeting from your computer, tablet, or smartphone.

<https://us06web.zoom.us/j/85494434154?pwd=OEplZTFEWDFpdVFSS2FNeHVNQk5nZz09>

Meeting ID: 854 9443 4154

Passcode: 996223

You can also dial in using your phone.

Find your local number: <https://us06web.zoom.us/u/kB50jDgou>

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1. Approval of Executive Committee Meeting Minutes from November 2nd, 2022
 2. Approval of Marion Manufacturing contract CT WHISP IWT-22-007 to provide training for 2 employees under CTWHISP/H1B. The total value of \$1,600.00. 12/12/22 thru 01/31/23
 3. Approval of a contract with Danbury Youth Services, Inc for CYEP 22-23 Year-round Youth Employment Program for \$23,362.45, commencing 11/28/22 thru 6/30/23.
 4. Approval of extensions of CT WHISP IWT-22-006 and CT WHISP IWT- 22-005 contracts with Parker Medical, Inc., for One Workforce H-1B Incumbent Worker Training through 03/31/23
 5. Approval of an employment contract for James Amis. 01/01/23 thru 12/31/23
 6. Ratification of the Career Connect contract
 7. Other Business
 8. Adjournment



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EXECUTIVE COMMITTEE MEETING MINUTES

Wednesday, November 2nd, 2022, at 8:00 AM

Held Via Virtual Conference Video Call at

<https://us06web.zoom.us/j/87146742983?pwd=WnQ3OFR5NTVad0dUK2RKdTdnNFR3UT09>

Meeting ID: 871 4674 2983

Passcode: 955602

*Participating: Giuseppe Pisani, George LaCapra, William Pizzuto, JoAnn Ryan, Ralph Richard, Fernando Spagnolo, Patricia Smithwick, Beth Dupont, Joseph Wrinn.
Also Attending: Cathy Awwad, Michael Hayden, and Suzan Mertz.*

1. Approval of Executive Committee Meeting Minutes from October 5th, 2022

A motion to approve was made by W. Pizzuto and seconded by P. Smithwick
Motion approved.

1

2. Executive Session: Purpose: To discuss contract negotiations

3. Ratification of Approval of WCCI Job Funnel Contract JF-22-002 contract with Earth Environmental Consultants, LLC, for a training program that began on October 17th, 2022, for a variety of OSHA/LEAD/Construction/Other Training, for a maximum of 20 participants, in the amount of \$42,752.00.

A motion to approve was made by W. Pizzuto and seconded by P. Smithwick
Motion approved.

4. Approval of CT WHISP IWT-22-006 Contract with Parker Medical, Inc., for One Workforce H-1B Incumbent Worker Training Program, Root Cause Analysis, and Corrective Action Training for (4) employees in the amount of \$7,960.00.

The contract front face page will get corrected to reflect 4 participants instead of 18 and will get redistributed. A motion to approve was made by J. Wrinn and seconded by P. Smithwick
Motion approved.



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5. Approval of License Agreement for AJC location in Torrington.

We will be relocating effective January 1st, co-locating with DSS, Mike Hayden will be meeting with the telephone and wiring company on 11.3.22. The agency is saving money on the location cost. The movers will operate the week before Christmas.

A motion to approve was made by J Wrinn and seconded by W. Pizzuto. Motion approved.

6. Finance Update.

Packet presented the financial report to the members. S. Mertz reported that she has created more general ledger accounts to better utilize the accounting software and to reduce reliance on the excel spreadsheets as recommended by federal monitoring procedures, this will also assist our funders in better reading our reports. The negative net income shown is due to the delay by CT DOL in reimbursing our WIOA & JEFS invoices (4 Weeks delay), most of our September expenses were not reimbursed until Oct 11th.

The balance sheet shows a negative balance in the "cash all funds checking" due to NRWIB running checks to submit to DOL with our closeout packages. However, we held those checks while waiting for our funds from DOL (September Expense) once funds were received in October, we released them to DOL.

The finance team has been working hard on both the Audit and state monitoring which are happening simultaneously. Ms. Mertz reported that the team is wrapping all up timely.

She also said that she received the audit draft, and she anticipates having it finalized in the next few weeks which is going according to plans.

A motion to receive and place on file was made by W. Pizzuto and seconded by P. Smithwick. Motion approved.

7. Other Business.

C. Awwad reminded us that the board meeting did move from DEC 8th to DEC 7th, and a notice was sent out which will allow auditors the opportunity to attend and present.



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Cathy needs an executive meeting as certain things need to be run by the executive members before getting presented to the full board. Since Beth Dupont cannot be present 7th, C. Awwad proposed November 30th, notice will be sent. Finance committee 9 am DEC 1st to receive audit report. Since it must be revised and reviewed before being presented to the full board.

Cathy mentioned that we are still waiting for our Career connect contract. We have been told that we cannot expect our regional sector partnership contract anytime soon, attorney general office decided that expenditures to that contract will not be allowed to be made retroactive which will make us scale dollars down a bit as we wait for the contract to take effect which is very unfortunate and disappointing news.

J Wrinn reported that the Job Fair at the Danbury mall was very successful and encourages more to be conducted at the same location as it is deemed a great venue. C. Awwad added that 68 vendors did show up to the fair. In conclusion, she thanked Mr. Lacapra for chairing the meeting on behalf of Mr. Vrabely.

8- Adjournment.

A motion to adjourn was made by J Wrinn and seconded by Smithwick at 8:45 am. Motion approved.

CONTRACT SUMMARY PAGE

<p>CT WHISP CONTRACT CT WHISP IWT-22-007</p>
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Contracting Agency	Northwest Regional Workforce Investment Board, Inc. 249 Thomaston Avenue Waterbury, CT 06702		
	<i>Name of entity</i>		
Contracting Agency Contact	Catherine N. Awwad, President & CEO	203-574-6971 x 426	catherine.awwad@nrwib.org
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
EMPLOYER	Marion Manufacturing 1675 Reinhard Rd Cheshire, CT 06410		FEIN# 47-2678417 CT Tax ID: 63931471-000
	<i>Name of entity</i>		<i>FEIN/DUNS Number</i>
EMPLOYER Contact	Katie Barry	203-272-5376	kbarry@marionmfg.net
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
Program Activity	One Workforce H-1B Incumbent Worker Training Program, Parker Medical, Inc. will train two (2) employees to receive Video Measurement System Training.		
	<i>Activity name or classification</i>		
Primary Service Site	1675 Reinhard Rd.		
	<i>Street Address</i>		
	Cheshire	CT	06410
	<i>City</i>	<i>State</i>	<i>Zip</i>
Organization Type	<input type="checkbox"/> Public Agency <input type="checkbox"/> Non-Profit Agency <input checked="" type="checkbox"/> For Profit Organization		
Contract Type	<i>Select one option</i>		
	<input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Performance <input type="checkbox"/> Other		
	<i>Select one option</i>		
Funding Source	This contract is funded under USDOL Federal Award Id. No. HG-35906-21-60-A9, via H-1B Job Training Grants CFDA #: 17.268, as part of the project entitled H-1B One Workforce Grant Program		
	<i>List source of funds</i>		
Contract Period	12/12/22	01/31/2023	
	<i>Start Date</i>	<i>End Date</i>	
Maximum Funding Amount	\$1,600.00		
	<i>Contract Amount</i>		
CFDA #	17.268		
	<i>CFDA #</i>		

CONTRACT SUMMARY PAGE

CYEP CONTRACT CYEP-22-015

Contracting Agency	Northwest Regional Workforce Investment Board, Inc. 249 Thomaston Avenue Waterbury, CT 06702		
	<i>Name of entity</i>		
Contracting Agency Contact	Catherine N. Awwad, President & CEO	203-574-6971 x 426	catherine.awwad@nrwib.org
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
Subrecipient	Danbury Youth Services, Inc.		FEIN # UEI #
	<i>Name of entity</i>		<i>FEIN/DUNS Number</i>
Subrecipient Contact	Julie Schmitter	203-748-2936	ExecutiveDirector@danburyyouthservices.org
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
Program Activity	Connecticut Youth Employment Program Year Round		
	<i>Activity name or classification</i>		
Primary Service Site	91 West St.		
	<i>Street Address</i>		
	Danbury	CT	06810
	<i>City</i>	<i>State</i>	<i>Zip</i>
Organization Type	<input type="checkbox"/> Public Agency <input checked="" type="checkbox"/> Non-Profit Agency <input type="checkbox"/> For Profit Organization		
	<i>Select one option</i>		
Contract Type	<input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Performance <input type="checkbox"/> Other		
	<i>Select one option</i>		
Funding Source	State of Connecticut, Connecticut Youth Employment Program		
	<i>List source of funds</i>		
Contract Period	11/28/2022	6/30/2023	
	<i>Start Date</i>	<i>End Date</i>	
Maximum Funding Amount	\$23,362.45		
	<i>Contract Amount</i>		
CT CORE #	11000-DOL-40000-12205		
	<i>CT CORE #</i>		

SIGNATURE. This Agreement is entered into on this **28th Day of November 2022** in accordance with Section 121(d) of the Workforce Innovation and Opportunity Act, and the laws of the State of Connecticut. The agreement executed herein is by and between the Northwest Regional Workforce Investment Board, Inc, hereinafter referred to as “*NRWIB,*” and **Danbury Youth Services, Inc.** hereinafter referred to as the “*SUBRECIPIENT.*”

SUBRECIPIENT shall begin services on the **28th Day of November 2022** and will terminate in accordance with the termination provisions set forth in this Agreement. **NRWIB enters this agreement pursuant to a competitive selection process conducted by NRWIB.**

In consideration for the services to be provided by the SUBRECIPIENT for the period shown herein, the SUBRECIPIENT will receive an amount not to exceed **\$ 23,362.45** with the flexibility to increase the contract amount for additional services. NRWIB will pay the SUBRECIPIENT said amount pursuant to the terms and conditions set forth herein.

NRWIB reserves the right to unilaterally deobligate this contract, whole or in part, in the event of a reduction of Federal or State funding or for any reason it deems as in its best interest, including SUBRECIPIENT failure to attain satisfactory performance.

<hr/> <i>Authorized NRWIB Signature</i>	<hr/> <i>Authorized SUBRECIPIENT Signature</i>
<hr/> Catherine N. Awwad, President & CEO <i>Name and Title</i>	<hr/> Julie Schmitter, Executive Director <i>Name and Title</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>

CERTIFICATION. I certify that the above named duly authorized officer of the above named SUBRECIPIENT held said title at the time s/he signed this contract on behalf of the SUBRECIPIENT. I also certify, as keeper of records of said SUBRECIPIENT, that this contract was duly signed for on behalf of said organization by authority of its governing body and within the scope of its organizational powers.

<hr/> <i>SUBRECIPIENT'S Certifying Officer Signature</i>
<hr/> <i>Certifying Officer Name and Title</i>
<hr/> <i>Date</i>

Corporate Seal:

SECTION I. GENERAL TERMS & CONDITIONS

PURPOSE

The purpose of this Agreement is to establish a viable program in which NRWIB and the SUBRECIPIENT will provide Connecticut Youth Employment Program services to eligible youth participants within the Northwest Regional Workforce Investment Board service area.

The parties will provide the scope of services outlined in Section II in the most efficient and effective manner possible to meet all performance measures established by NRWIB, Connecticut Employment and Training Commission, Connecticut Department of Labor and United States Department of Labor.

NRWIB will leverage its existing relationship with the *American Job Center (AJC)* and *Career Resources Inc.* to ensure program participants who are Workforce Innovation and Opportunity Act (WIOA) enrollment qualified receive WIOA Title I. services as may be applicable.

SUBRECIPIENT

SUBRECIPIENT will perform program services as described in Section II of this agreement and supported by the budget as described in Section III of this agreement.

PERFORMANCE GOALS, STANDARDS, AND MEASUREMENTS

Performance measures are established to assess the effectiveness of the system. Measures include federal mandates and measures identified by NRWIB or other funders to assess its role in establishing and maintaining an effective workforce development system. Common performance indicators provide key employment information, such as how many workers entered and retained employment, median earnings, credentials attained, and their measurable skill gains as well as the effectiveness of services to employers.

The SUBRECIPIENT will hold operational responsibility for attainment of performance measures as outlined in Section II of this agreement. The SUBRECIPIENT shall track performance on a monthly basis and work with NRWIB staff to assess/evaluate progress towards attainment by the end of the contract period.

DOCUMENTATION AND RECORDS

SUBRECIPIENT shall maintain all documentation, records, reports, and other required information specified by NRWIB, for examination by NRWIB or other authorized funding representative upon request and for a period of seven (7) years.

NON-ASSIGNMENT

The SUBRECIPIENT shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services without prior written approval of NRWIB. NRWIB retains the right to terminate the contract immediately if it is determined an unauthorized assignment has occurred. If an assignment is made the SUBRECIPIENT and its subcontractor is required to incorporate NRWIB's primary agreement and specifically adopts its language regarding our proprietary assets.

PRIOR AGREEMENTS

This document supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alternation in the terms or conditions contained herein shall be effective unless in a written document executed by the parties.

BREACH OF AGREEMENT

NRWIB agrees to pay monies due to SUBRECIPIENT, as reflected in the attached budget, in accordance with the provisions of the financial sections of this agreement. SUBRECIPIENT agrees to provide services and oversight consistent with the terms of this agreement and the Request for Proposal that formed the basis of this contract. Failure by either party to perform as stated in this Agreement may constitute a breach.

CONTRACT MODIFICATION

Any changes in service levels or scope of the Agreement shall be made only with prior written approval of NRWIB. All changes in service levels or scope of the Agreement shall require an amendment to this Agreement executed in the same manner as this Agreement.

INDEMNIFICATION

SUBRECIPIENT shall defend, indemnify, and hold harmless NRWIB and its officers agents and employees from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards, or other

expenses, of any kind or nature whatsoever, including without limitation, attorney's fees, costs of investigation, litigation or dispute resolution, which are alleged to arise, in whole or in part, out of any act or omission by SUBRECIPIENT, its agents, servants or employees, including subcontractors or other persons or entities hired by the SUBRECIPIENT. The SUBRECIPIENT also acknowledges that NRWIB has agreed to indemnify and hold harmless the State of Connecticut in its agreement with the State, therefore, the SUBRECIPIENT will also indemnify and hold the State harmless for any such claims against it that are alleged to arise, in whole or in part, out of any act or omission by the SUBRECIPIENT, its agents, servants or employees, including subcontractors or other persons or entities hired by the SUBRECIPIENT.

LIENS

The SUBRECIPIENT shall keep the NRWIB free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of goods and services by or to the SUBRECIPIENT.

IMPASSE RESOLUTIONS

All reasonable efforts should be utilized to resolve any dispute that arises. The nature of the dispute should be communicated in writing to each of the parties in this Agreement. A response shall be submitted within fifteen (15) working days of the receipt of the complaint. The complaint and response shall be submitted to the NRWIB Executive Committee, which shall evaluate such complaint and attempt to resolve it. The decision of the Executive Committee shall be final. NRWIB, incorporated in the State of Connecticut, holds home jurisdiction for any legal remedies.

INVOICE PROCESSING

NRWIB agrees to a 30-day turnaround on all cost-reimbursement invoices from the date submitted by SUBRECIPIENT. SUBRECIPIENT shall submit invoices by the 10th of each month with appropriate back-up documentation and signatures. Payment will be contingent on availability of funds.

BUDGET

SUBRECIPIENT is responsible for the administration of funds that equal the contract amount as detailed in the Budget and Budget Narrative.

PROPERTY

All new property purchased under this contract by the SUBRECIPIENT will be maintained and disposed of in accordance with state and federal regulations.

OCCUPANCY

The SUBRECIPIENT will use its training facilities/work site to deliver services. The SUBRECIPIENT shall notify NRWIB in the event of a change in the location of the facilities used as the primary site for the training program.

VOLUNTARY TERMINATION

Either party may, at any time during the term of this Agreement, or any extension thereof, terminate this Agreement by giving thirty (30) days written notice of its intent to terminate. During the thirty (30) day period, the parties agree to attempt to resolve the matter(s), which precipitated the request for termination. If the party giving the termination notice does not withdraw the notice, this Agreement shall terminate upon expiration of the thirty (30) day notice.

TERMINATION FOR DEFAULT

If after due notice of corrective action the SUBRECIPIENT is determined to be in violation of this Agreement due to fraudulent behavior or non-performance of the conditions as set forth in this Agreement, then this Agreement may be terminated immediately upon the SUBRECIPIENT'S receipt of notice by U.S. mail - return receipt requested. Any unauthorized or unallowable costs will be repaid according to state and federal regulations.

DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement, shall be decided by NRWIB, which shall reduce its decision to writing, and mail or otherwise furnish a copy thereof to the SUBRECIPIENT. This "Dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the preceding paragraph, provided that nothing in the contract shall be construed as making final the decision of any administrative official or representative on any question of law. The SUBRECIPIENT shall utilize the NRWIB's Complaint Resolution procedure.

FINANCIAL OBLIGATIONS

Financial obligations of NRWIB are hereby made expressly conditional upon funds being appropriated, budgeted and otherwise made available to NRWIB by Federal, State, local and/or private funding sources.

In the event that such funds become unavailable to NRWIB, this contract shall terminate immediately upon the SUBRECIPIENT's receipt of notice by U.S. mail, return receipt requested.

Upon receiving such notification, the SUBRECIPIENT will be reimbursed for all allowable costs incurred to complete services to all participants as of the date of notification. NRWIB is not liable for and will not reimburse any expense for program activity that occurs after the notification of termination.

**CONTRACT
MONITORING**

SUBRECIPIENT shall be subject to various monitoring and evaluation requirements to be conducted periodically or when deemed necessary by NRWIB staff, Board of Directors of NRWIB, the State Department of Labor, and/or the Federal Department of Labor. All documentation pertaining to NRWIB funded participants as well as program curricula and other materials must be made available to the appropriate NRWIB staff person or other authorized funding representatives.

On site monitoring shall include, but not limited to: contract compliance, fiscal accountability (*e.g., participant payroll, attendance*), safety requirements, worksite compliance and Equal Employment Opportunity compliance. Upon request, SUBRECIPIENT shall facilitate face-to-face interviews between program participants, staff, employers, graduates, other relevant entities, and the appropriate NRWIB staff person. The evaluation will be done in writing.

If SUBRECIPIENT is found to be in non-compliance with the conditions set forth herein, or if discrepancies are identified during a monitoring visit, NRWIB may develop a Corrective Action Plan to address such discrepancies. The targeted timetable for implementation of the Corrective Action Plan will be within thirty (30) days from the receipt of the Corrective Action Plan.

**AUDITS, RECORDS
& COMPLIANCE**

NRWIB, the Comptroller General of the United States, the U.S. Department of Labor, the State of Connecticut or any of their duly authorized representatives, shall have access to any books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit examinations, excerpts, and transcripts. All records shall be retained for seven (7) years beyond the termination of this Agreement or until all audits pertaining to this agreement and program have been settled, if such settlements are beyond seven (7) years following the termination of this agreement. The SUBRECIPIENT must forward to NRWIB a completed audit of the agency for the fiscal year(s) in which funds are expended. The State of Connecticut Single Audit Act (*The State Act*) requires all local governments and non-profit organizations that expend \$300,000 or more in state financial assistance to perform an audit in accordance with the State Act. 2CFR 200 Uniform Guidance requires organizations that expend \$750,000 or more in a year in federal awards to perform an audit in accordance with 2CFR 200 Uniform Guidance. Subrecipients funded under the WIOA PL 113-128, whether in whole or in part, must abide by the WIOA, the WIOA Regulations, Public Law 109-234, all applicable Office of Management and Budget (OMB) circulars, state regulations in laws and rules. Access to all records must be available during normal business hours. Should the SUBRECIPIENT cease to operate, the SUBRECIPIENT shall turn over all program and fiscal documents and records relevant to this Agreement to NRWIB or a mutually agreed upon party.

**CONFLICT OF
INTEREST**

The SUBRECIPIENT shall ensure that all parties under its control shall have no personal financial interest in the program funded by this contract. This shall include the use of commissions, contingent fees, and other similar transactions for the purpose of securing business. Legitimate costs of SUBRECIPIENT employees engaged in providing program services are not included under this clause. The SUBRECIPIENT stipulates through signature of this contract that no conflict of interest concerning this contract, bid process, solicitation of bid, or communication of any kind exists, has existed or occurred through any means whereby the SUBRECIPIENT was able to gain an advantage over other bidders for provision of this service due to:

1. Lack of an "arms at length relationship" between officials of NRWIB Administration and the bidder; or
 2. Undue favorable treatment of the bidder, in any manner, by NRWIB Administration officials.
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**FEDERAL, STATE
AND LOCAL
TAXES, LICENSES
AND PERMITS**

The SUBRECIPIENT will comply with all laws and regulations on taxes, licenses and permits.

**WORKSITE
AGREEMENTS/
UNION
CONCURRENCE**

All work experience programs are required to maintain completed worksite agreements along with job descriptions. These agreements shall be available for review by NRWIB staff upon request. No work experience program will be able to start without these completed documents. No programs funded by this Agreement and/or accompanying Worksite Agreements shall impair, impede or otherwise adversely affect existing labor contracts for services or collective bargaining agreements, whether such agreements involve employees of the SUBRECIPIENT or third parties with whom SUBRECIPIENT has subcontracted for services, unless the affected union(s) and/or employees provide written concurrence for the funding of such programs.

**NO
DISPLACEMENT**

When subsidized employment activities are provided pursuant to this Agreement, SUBRECIPIENT will ensure that (a) program participants do not displace currently employed workers (including partial displacement, i.e. a reduction in hours of non-overtime work, wages, or employment benefits), (b) No jobs will be created in a promotional line that will infringe upon the promotional opportunities of currently employed individuals, (c) No program participant will be employed in a job when any other individual is on layoff from the same job or its equivalent, and (d) no termination or layoffs occurred with the intent of filling such vacancies with program participants whose wages are subsidized with funds provided by this Agreement.

FORM I-9

SUBRECIPIENT must comply with the Immigration Reform and Control Act of 1986 (*Public Law 99-603*). This requires verification of employment eligibility for each individual that is enrolled or hired in the program. Compliance requires the completion of Form I-9, "*EMPLOYMENT ELIGIBILITY VERIFICATION*."

**SELECTIVE
SERVICE/
MILITARY STATUS**

SUBRECIPIENT must be in compliance with the Selective Service Act requirements. All males who are at least 18 years old and born after December 31, 1959, and who are not in the armed services on active duty must be registered.

**NON-
COMPETE/GOOD
FAITH**

The SUBRECIPIENT understands and acknowledges the public-private nature of NRWIB's enterprise including the use of collaborative arrangements among and between various parties associated with this agreement. The SUBRECIPIENT also understands and acknowledges that it has been given restricted use of existing or developing intellectual property, access to confidential and/or proprietary assets and information, and/or access to other agreements that themselves include confidential or proprietary information. The SUBRECIPIENT hereby agrees (a) that it retains no rights to said assets or information, (b) that it will exercise good faith in fulfilling the expectations of NRWIB, (c) that it will promote NRWIB's service system for the express purpose of maximizing public benefit, (d) that it will refrain from entering any similar or competing arrangements within NRWIB's geographic service during the length of the contract or for 24 months from the date the contract expires, and (e) that it will not assist, aid or acquiesce any other individual or entity in entering any similar or competing arrangements within the geographic area during the length of the contract or for a period of 24-months from the date the contract expires.

ASSURANCES

The SUBRECIPIENT shall:

- Comply with all requirements and all regulations issued by the funding source as applicable.
 - Not in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, sex, sexual orientation, age, handicap or political affiliation or belief.
 - Comply with NRWIB's Complaint Resolution procedure as it applies to program participants.
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- Comply with all requirements of OSHA, Davis-Bacon Act, Worker’s Compensation, Fair Labor Standards Act, Drug Free Workplace Act, and shall inform NRWIB of any violation.
 - Maintain a safe work and training environment, any violation cited by NRWIB, the State of Connecticut or the United States Government, and is cause for immediate contract termination.
 - Comply with all requirements of the Americans with Disabilities Act of 1990.
 - Maintain insurance policies and risk management procedures consistent with its industry or in compliance with applicable federal and state regulations.
 - Maintain assurances against sectarian and political activities.

NRWIB shall forward to the SUBRECIPIENT, in writing and in a timely manner, copies of all data concerning federal, state or NRWIB changes in policy, directives as to reporting or record keeping, and any other information that would impact on the SUBRECIPIENT’S responsibility under this Agreement.

FREEDOM OF INFORMATION

Records and files may be subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. 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 the Freedom of Information Act. 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.

WHISTLEBLOWER PROVISION

If an officer, employee or appointing authority of the SUBRECIPIENT takes or threatens to take any personnel action against any employee of the SUBRECIPIENT in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Conn. Gen. Stat. Sec. 4-61dd, the SUBRECIPIENT 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 the 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 executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

INTELLECTUAL PROPERTY

The SUBRECIPIENT also understands and acknowledges that any service model or technology-related innovations in any form that are supported in whole or in part by funds secured from NRWIB will remain the sole property of NRWIB unless otherwise agreed upon in writing by both NRWIB and the Party. The SUBRECIPIENT will not attempt to use said models or technology, or any parts thereof, nor will it assist aid or acquiesce any other individual or entity in its use of said models or technology.

DATA SECURITY

The SUBRECIPIENT shall comply with federal and state data security statutes. In performing services pursuant to this agreement, the parties agree that they shall comply with all applicable federal and state statutes and regulations, including but not limited to, FERPA, the Gramm-Leach-Bliley Act, HIPAA and related state agency contracting policies, in the protection of all personally identifiable and other protected confidential information. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share participant information in a manner not allowed under such laws or regulations. Each party agrees that it shall be responsible for losses arising out of (i) its own acts or omissions that result in a breach of personally identifiable information or failure to comply with applicable law regarding protection of confidential information (ii) its own negligence or misconduct, and each party shall defend itself against any action or claim brought as a result of such acts under the Agreement. See Attachment 4.

**PRIOR CONSENT
CLAUSE**

SUBRECIPIENT agrees not to release any information concerning the services provided pursuant to this Agreement to any member of the public, press or any official body without the prior consent of the Executive Director of NRWIB, or in his/her absence, a designated representative of NRWIB. This includes any and all internal publications (written or electronic) circulated to SUBRECIPIENT members to promote the services provided by the SUBRECIPIENT pursuant to this Agreement.

**EQUAL
EMPLOYMENT
OPPORTUNITY**

The SUBRECIPIENT shall comply with all equal opportunity regulations under federal law, shall Comply with E. O. 11246, Equal Employment Opportunity, as amended by E. O. 11375, amending Executive Order 11246 Relating to Equal Employment Opportunity and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, U, S, Department of Labor.

**CERTIFICATION
REGARDING
LOBBYING**

- (a) No Federal appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all * subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all * subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATION
REGARDING
DEBARMENT,
SUSPENSION,
INELIGIBILITY
AND VOLUNTARY
EXCLUSION -
LOWER TIER
COVERED
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (a) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency.
 - (b) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
-

**ZERO TOLERANCE
FOR DRUGS AND
VIOLENCE IN THE
WORKPLACE**

(a) SUBRECIPIENT will provide a drug-free workplace by notifying employees, Subcontractors and program participants that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, as defined by state or federal law, is strictly prohibited. (b) SUBRECIPIENT agrees to maintain a zero-tolerance standard for workplace violence, and shall provide a reasonably safe and healthy working environment, free from intimidation, harassment, threats and/or violent acts, and specifically prohibiting any program participants, employees or subcontractors from possessing any weapons or dangerous instruments on any premises where program activities will occur. (c) SUBRECIPIENT shall

enforce the above provisions, and shall notify NRWIB immediately of any violations thereof (d) NRWIB, in its sole discretion, may require the termination of any individual, whether a program participant, employee or Subcontractor, who violates any rules and procedures concerning drugs and violence in the workplace.

FORCE MAJEURE

In any case where either Party hereto is required to do any act, or where the legal relations between the Parties depend upon the passage of a period of time, the time of performance thereof or such period of time shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, and other causes beyond such party's reasonable control with such time being designated by a fixed date, a fixed time or a reasonable time.

NO INDUCEMENT

Each Party acknowledges that it has not been induced, persuaded or motivated to enter into this Contract or perform any obligation hereunder, by any promise or representation of the other Party not expressly set forth herein.

REFERENCE TO ATTACHMENTS AND CITED PROVISIONS

All attachments, schedules, exhibits, provisions, assurances, certifications, statutes, rules, regulations or conditions referred to herein, and any amendments thereto, are incorporated herein as if set forth in this Agreement. Additionally, the Request for Proposal (RFP) and SUBRECIPIENT's response thereto is hereby incorporated by reference.

NOTICE

Any notice to a Party required hereunder shall be in writing and sent to the address set forth below or to such other address as such Party may designate from time to time; notice of such designation to comply with the provisions of this paragraph. Notice sent either by First Class Mail, or recognized overnight service or an equivalent courier shall be sufficient and deemed effective upon receipt.

If to NRWIB:

**Catherine N. Awwad
President and CEO
Northwest Regional Workforce Investment Board
249 Thomaston Avenue
Waterbury, CT 06702**

If to SUBRECIPIENT:

SECTION II. SCOPE OF WORK

Danbury School Year SYEP 2022-2023

There will be five (5) youth working 10 hours per week starting November 28, 2022 and ending May 12, 2023. The worksites that will participate are: Danbury Agway, Danbury Library, Jericho, and Danbury Housing Authority.

One youth at Danbury Agway will be completing inside and outside job duties such as, stocking shelves, helping at the register when needed, cleaning/watering plants, and etc.

One youth at the Danbury Library will be working at the teens department where they will provide the teens and children's Librarians help with programming including set up and preparation.

Two youth at Jericho will provide support for after school camp. Preparing food to be served, helping with art, assisting counselors as needed. Additionally, office help: Provide support for administration of camp. Make copies, change schedules, and type notes. Use a copier, computer with Google Docs, Sheets, and etc.

One youth at the Danbury Housing will be working in an office environment where they will help with data entry, filing, answering phone calls, assembling files, and assisting office staff as needed.

SECTION III. BUDGET NARRATIVE & REPORTING REQUIREMENTS

CYEP Expenses	Line Item Narrative	NRWIB
1. Participant Wages		24 hours
a. Wages	5 youth x 24 weeks x 10 hours x \$14.00	16800.00
b. Fringes Rate		
CT Unemployment		
FICA/Medicare	7.65%	1285.20
Workers Comp	3.08%	518.06
Ct. PFL		
c. Worker's Comp		
d. Incentives/Stipends		
Sub-Total		18603.26
2. Program Costs		
a. Tuitions		
b. Support Services		
c. Other (specify below):		
Materials and Supplies	Presenters	0.00
Sub-Total		0.00
3. Administrative Costs		
a. Wages	Executive Director 44.56 x 2 hour x 24 weeks	2138.88
	Program Coordinator 26.00 x 2hr. x 24 weeks	1248.00
	one (1) Site Supervisors	0.00
	Assistant Program Coordinator	0.00
b. FICA	7.65%	259.10
c. CT Unemployment Ins.	1.90%	64.35
d. Worker's Comp	.1473% Clerical	3.15
d. Worker's Comp	03.08% Program	38.48
e. Fringe Benefits		
f. Supplies		150.00
g. Other (specify below): Mileage	50@0.51/miles	0.00
Administrative	Facility costs (Utilities,Ins, telephone,etc)	337.50
Bookkeeping/IT Services		162.88
Payroll	Payroll Cost per pay period 3.50 x 7 x 5	122.50
	W-2 cost \$6.30 x 5	31.50
	Annual Audit	202.85
	Total Administrative Costs	4759.19
Grand Total		23362.45

SECTION IV. ATTACHMENTS

- Attachments:**
1. CYEP 2022-2023 Description of Services/Specific Terms – Part II – A.
 2. State Funded Programs: Complaint Procedures Exhibit 1
 3. WIOA General Conditions – Part IV
 4. NRWIB Personally Identifiable Information (PII) Policy

CONTRACT SUMMARY PAGE

<p>CT WHISP CONTRACT CT WHISP IWT-22-006</p>
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Contracting Agency	Northwest Regional Workforce Investment Board, Inc. 249 Thomaston Avenue Waterbury, CT 06702		
	<i>Name of entity</i>		
Contracting Agency Contact	Catherine N. Awwad, President & CEO	203-574-6971 x 426	catherine.awwad@nrwib.org
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
EMPLOYER	Parker Medical, Inc. 43 Old Ridgebury Rd., Danbury 06810		FEIN# 06-1108422 CT Tax ID: 4019972-000
	<i>Name of entity</i>		<i>FEIN/DUNS Number</i>
EMPLOYER Contact	Lisa Roberto	860-350-1634	l.roberto@parkermed.com
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
Program Activity	One Workforce H-1B Incumbent Worker Training Program, Parker Medical, Inc. will train eighteen (18) employees to receive Wires and Terminals Soldering and Crimp Termination Operator Certification(s)		
	<i>Activity name or classification</i>		
Primary Service Site	43 Old Ridgebury Rd		
	<i>Street Address</i>		
	Danbury	CT	06810
	<i>City</i>	<i>State</i>	<i>Zip</i>
Organization Type	<input type="checkbox"/> Public Agency <input type="checkbox"/> Non-Profit Agency <input checked="" type="checkbox"/> For Profit Organization		
Contract Type	<i>Select one option</i>		
	<input checked="" type="checkbox"/> Cost Reimbursement	<input type="checkbox"/> Performance	<input type="checkbox"/> Other
	<i>Select one option</i>		
Funding Source	This contract is funded under USDOL Federal Award Id. No. HG-35906-21-60-A9, funded from H-1B Job Training Grants CFDA #: 17.268, as part of the project entitled H-1B One Workforce Grant Program		
	<i>List source of funds</i>		
Contract Period	11/07/22	03/31/2023	
	<i>Start Date</i>	<i>End Date</i>	
Maximum Funding Amount	\$7,960.00		
	<i>Contract Amount</i>		
CFDA #	17.268		

CFDA #

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CONTRACT SUMMARY PAGE

CT WHISP CONTRACT CT WHISP IWT-22-005
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Contracting Agency	Northwest Regional Workforce Investment Board, Inc. 249 Thomaston Avenue Waterbury, CT 06702		
	<i>Name of entity</i>		
Contracting Agency Contact	Catherine N. Awwad, President & CEO	203-574-6971 x 426	catherine.awwad@nrwib.org
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
EMPLOYER	Parker Medical, Inc. 43 Old Ridgebury Rd., Danbury 06810		FEIN# 06-1108422 CT Tax ID: 4019972-000
	<i>Name of entity</i>		<i>FEIN/DUNS Number</i>
EMPLOYER Contact	Lisa Roberto	860-350-1634	l.roberto@parkermed.com
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
Program Activity	One Workforce H-1B Incumbent Worker Training Program, Root Cause Analysis and Corrective Action Training for four (4) Employees		
	<i>Activity name or classification</i>		
Primary Service Site	43 Old Ridgebury Rd		
	<i>Street Address</i>		
	Danbury	CT	06810
	<i>City</i>	<i>State</i>	<i>Zip</i>
Organization Type	<input type="checkbox"/> Public Agency <input type="checkbox"/> Non-Profit Agency <input checked="" type="checkbox"/> For Profit Organization		
Contract Type	<i>Select one option</i>		
	<input checked="" type="checkbox"/> Cost Reimbursement	<input type="checkbox"/> Performance	<input type="checkbox"/> Other
	<i>Select one option</i>		
Funding Source	This contract is funded under USDOL Federal Award Id. No. HG-35906-21-60-A9, funded from H-1B Job Training Grants CFDA #: 17.268, as part of the project entitled H-1B One Workforce Grant Program		
	<i>List source of funds</i>		
Contract Period	10/05/22	03/31/2023	
	<i>Start Date</i>	<i>End Date</i>	
Maximum Funding Amount	\$2,800.00		
	<i>Contract Amount</i>		
CFDA #	17.268		

CFDA #

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EMPLOYMENT AGREEMENT
Northwest Regional Workforce Investment Board
PROGRAM SUPPORT SPECIALIST

THIS AGREEMENT is made and entered into as of the 1st day of January 1, 2023 by and between James Amis (“Program Support Specialist”) and Northwest Regional Workforce Investment Board (“Corporation”), a Connecticut nonprofit corporation.

RECITALS

WHEREAS Corporation desires to employ the Employee from the date set forth above (the “Effective Date”) until expiration of the term of this Agreement.

WHEREAS Employee is willing to be employed by Corporation on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. EMPLOYMENT. Corporation hereby employs Program Support Specialist to exercise all ordinary and necessary duties as its Program Support Specialist and Program Support Specialist hereby accepts and agrees to such employment, subject to the general direction, approval and control of the Corporation Board of Directors. The duties of the Program Support Specialist shall be those set forth in Job Description-Program Support Specialist attached as Exhibit “A” to this Agreement, subject to the general direction, approval and control of the Corporation Board of Directors as referenced above.

2. BEST EFFORTS. Program Support Specialist agrees that he will, at all times, fully, industriously, and to the best of his ability, experience and talent, perform all of the duties that may reasonably be required pursuant to the terms hereof to the reasonable satisfaction of the Corporation Board of directors. Such duties shall be rendered through a hybrid agreement that includes at the primary administrative office for Corporation and remotely as the interests, needs, business, or opportunity of Corporation may require. The President and CEO shall conduct a performance review of Program Support Specialist annually following the end of each year of employment.

3. TERM OF EMPLOYMENT. The term of this Agreement shall commence as of January 1, 2023 and shall continue through December 31, 2023 Subsequently, this Agreement shall be deemed automatically renewed and extended for sequential one-year terms, unless either party hereto gives the other party hereto written notice not to extend and renew at least thirty (30) days prior to the expiration of the term then in effect.

4. COMPENSATION. Corporation shall pay Program Support Specialist, and Program Support Specialist shall accept from Corporation as full compensation for **Program Support Specialist’s** services hereunder, as follows:

a. Compensation for January 1, 2023, through December 30, 2023, shall be paid at an hourly rate of \$44.51 for 21 hours per week.

All such compensation shall be payable in accordance with the normal payroll cycle for Corporation employees. Salary payments shall be subject to withholding and other applicable federal, state and local taxes. Program Support Specialist shall receive annual salary reviews, after which the Corporation Board of Directors may increase Program Support Specialist's compensation set forth herein.

6. BENEFITS. As additional compensation for services provided hereunder, Corporation shall provide, and Program Support Specialist shall be entitled to receive, the following:

a. Vacation. Program Support Specialist shall be entitled to xx days of vacation annually. Annual vacation accrual for the Program Support Specialist shall be calculated based on the calendar year. Program Support Specialist may roll over up to 5 days per year of unused vacation. In the event the Corporation terminates this Agreement without cause pursuant to paragraph 7 below, then Program Support Specialist shall be allowed to cash out all unused vacation then on the books.

b. Health Insurance. Program Support Specialist and his immediate family will be entitled ONLY to the group dental insurance, and vision insurance which are no less favorable than are offered to Corporation employees, and as amended from time to time.

c. Retirement, Pension or Profit Sharing Plan. Program Support Specialist will be entitled to all rights, benefits and privileges under the Corporation's SIMPLE IRA which may now be in effect or which may hereafter be adopted; Program Support Specialist shall have the same rights and privileges to participate in such plans and benefits as any other employee.

d. Reimbursement of Expenses Related to Business Expenses, Professional Meetings, Seminars, and/or Conventions. During the term of this Agreement, Corporation will reimburse Program Support Specialist for reasonable expenses incurred in connection with Corporation's business, including travel expenses, food, and lodging incurred in conjunction with professional meetings, seminars, and/or conventions at the IRS- approved rates.

e. Indemnification. In the event that the Program Support Specialist is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), other than any Proceeding initiated by the Program Support Specialist or Corporation related to any contest or dispute

between the Program Support Specialist and Corporation or any of its affiliates with respect to this Agreement or the Program Support Specialist's employment hereunder, by reason of the fact that the Program Support Specialist is or was a director or officer of Corporation, or any affiliate of Corporation, or is or was serving at the request of the Corporation as a director, officer, member, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise, the Program Support Specialist shall be indemnified and held harmless by Corporation to the fullest extent applicable to any other officer or director of Corporation/to the maximum extent permitted under applicable law and Corporation's bylaws from and against any liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys' fees).

f. All Other Benefits. Program Support Specialist will be eligible for all other benefits which are no less favorable than are provided to other members of the Corporation that are referenced in the Corporation Employee Handbook, including but not limited to life insurance, sick, bereavement and civil leave, and paid holidays.

7. TERMINATION WITHOUT CAUSE. Either Corporation or the Program Support Specialist may terminate this Agreement at any time by giving not less than ninety (90) days' written notice to the other, specifying the effective date of termination. If the Program Support Specialist's employment is terminated under this provision, whether by Corporation or by the Program Support Specialist, the Program Support Specialist shall perform his normal duties for Corporation during the written notice period, unless the Corporation Board of Directors determines otherwise. In any event, salary and benefits will continue during the notice period pursuant to this Agreement in the event of termination under this provision.

8. TERMINATION FOR CAUSE. During the term of employment, Corporation may terminate the employment of the Program Support Specialist for "Cause" by giving the Program Support Specialist prior written notice of such termination, with reasonable specificity of the details thereof. For the purposes of this Agreement, "Cause" shall include but not be limited to (a) the Program Support Specialist's willful disregard of lawful instructions of Corporation which are consistent with the Program Support Specialist's position and duties set forth herein; (b) the Program Support Specialist's willful neglect of duties; (c) the Program Support Specialist's willful actions which may reasonably be expected to result in material damage to Corporation; (d) the Program Support Specialist's abuse of alcohol or other drugs or controlled substances; (e) the Program Support Specialist's material breach of any of the terms or conditions contained herein; (f) the conviction of the Program Support Specialist of a felony; or (g) the Program Support Specialist's theft, embezzlement, or misappropriation of funds from Corporation. If the Program Support Specialist's employment is terminated by Corporation pursuant to this provision, the Program Support Specialist shall receive no severance. A termination pursuant to 8(a), (b), (c), (d), or (e) above shall take effect thirty (30) days after the giving of the notice contemplated hereby unless the Program Support Specialist shall during such thirty (30) day period remedy to the reasonable satisfaction of the Corporation Board of Directors the disregard, neglect, willful actions, abuse, or material breach specified in such notice. A termination pursuant to 8(f) or (g) above shall take effect immediately upon the giving of the notice contemplated hereby.

9. TERMINATION DUE TO DISABILITY. In the event that, during the term of this Agreement, Program Support Specialist should, in the reasonable judgment of the Corporation Board of Directors, fail to perform Employee's duties under this Agreement because of illness or physical or mental incapacity ("Disability"), and such Disability continues for a period of more than three (3) consecutive months, Corporation will have the right to terminate Program Support Specialist's employment under this Agreement by written notification to Program Support Specialist and payment to Program Support Specialist of all accrued salary and incentive compensation to the extent earned, vested deferred compensation (other than pension plan or profit sharing plan benefits, which will be paid in accordance with the applicable plan), and all accrued vacation pay all to the date of termination. Any determination by the Corporation Board of Directors with respect to Program Support Specialist's Disability must be based on a determination of competent medical authority or authorities, a copy of which determination must be delivered to the Program Support Specialist at the time it is delivered to the Corporation Board of Directors. In the event the Program Support Specialist disagrees with the determination described in the previous sentence, Program Support Specialist will have the right to submit to the Corporation Board of Directors a determination by a competent medical authority or authorities of Program Support Specialist's own choosing to the effect that the aforesaid determination is incorrect, and that Program Support Specialist can perform Program Support Specialist's duties under this Agreement. If, upon receipt of such determination, the Corporation Board of Directors wishes to continue to seek to terminate this Agreement under the provisions of this paragraph, the parties will submit the issue of Program Support Specialist's Disability to Dispute Resolution in accordance with paragraph 12 of this Agreement.

9. CONFIDENTIALITY OF PROPRIETARY INFORMATION. Except to the extent required to comply with applicable laws or order of a court or a government agency, the Program Support Specialist agrees to hold confidential all proprietary and confidential matters related to Corporation Programs, its business operations and patients, both during and after termination of employment with Corporation Programs.

10. NOTICE. Any notice required or desired to be given under the terms of this Agreement shall be in writing, shall be effective upon receipt, and shall be delivered to the parties at the following addresses:

If to Corporation:

Catherine Awwad
President and Chief Executive Officer
249 Thomaston Avenue
Waterbury, CT 06702

If to Program Support Specialist:

James Amis

XX.
XX,

Or such other address as the parties shall have designated for notices to be given to him or it by notice given in accordance with this paragraph.

11. GOVERNING LAW, DISPUTES, AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

12. DISPUTE RESOLUTION. Either party may commence the following dispute resolution process upon seven (7) days' written notice to the other party if there is a controversy, claim or material breach of this Agreement. The parties shall first attempt to resolve any dispute(s) through good faith negotiations. If the dispute arising in connection with this Agreement or breach thereof cannot be resolved by direct negotiations, then the parties shall submit such dispute(s) to mediation. Any party desiring mediation may begin the process by giving the other party a written request to mediate which describes the issues involved and invites the other party to join in naming a mutually agreeable mediator and setting a timeframe for the mediation meeting. The parties and the mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential and non-discoverable in subsequent arbitration or litigation, if any. If the parties can agree upon a mutually acceptable resolution to the disagreement, it shall be reduced to writing, signed by the parties, and the dispute shall be deemed resolved. The costs of mediation shall be divided equally among the parties to the dispute. If the dispute is not resolved through mediation a party may pursue resolution in a court of competent jurisdiction located in Waterbury, Connecticut. Program Support Specialist consents to personal jurisdiction in Connecticut and waives all defenses to such jurisdiction and venue.

13. WAIVER. The waiver of either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreement or understandings. No change, addition or amendment shall be made except by written agreement signed by the parties hereto.

15. COUNTERPARTS. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original.

16. ASSIGNMENT. This Agreement is personal to Program Support Specialist and may not be assigned or transferred, nor may any of the duties and responsibilities of Program Support Specialist assigned or transferred without the written consent of Corporation.

17. PARTIES IN INTEREST. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the parties to it and their respective permitted successors and assigns.

18. PARAGRAPH HEADINGS. The headings of paragraphs in this Agreement are for reference only and shall not affect the meaning, construction, or interpretation of this Agreement.

19. SEVERABILITY. If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

20. ATTORNEYS' FEES. In the event litigation shall be instituted to enforce any provision of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and expenses incurred in such litigation in addition to any other recovery to which such party may be legally entitled.

21. OPPORTUNITY TO REVIEW AND CONSULT WITH ATTORNEY. Program Support Specialist acknowledges that he has had an opportunity to consult with an attorney before signing this Agreement.

IN WITNESS WHEREOF, the effective date of this Agreement is January 1, 2023.

Corporation:

Northwest Regional Workforce Investment Board

Program Support Specialist

By: _____
Its: President and CEO _____
Date: _____

James Amis, Program Support Specialist
Date: _____

STATE OF Connecticut)
) ss.
County of _____)

On this ____ day of _____, 2022, before me, the undersigned, a notary public in and for the State of Connecticut, appeared _____, to me known to be the President and Chief Executive Officer, of Northwest Regional Workforce Investment Board, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC for Connecticut
My commission expires _____

STATE OF Connecticut)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that James Amis is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2022.

NOTARY PUBLIC for Connecticut
My commission expires _____