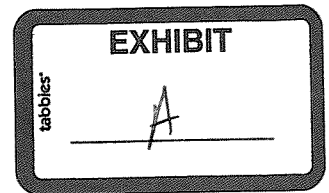


OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT



G-1415-15-0291

RECITALS:

This Subgrant Agreement among the Ohio Department of Job and Family Services (ODJFS) and representatives of WIA Local Area 2 is hereby created pursuant to Title 29, Chapter 30 of the United States Code (USC), Section 5101.20 of the Ohio Revised Code (ORC), and Chapter 5101: 9-31 of the Ohio Administrative Code (OAC), to define the roles and responsibilities of the parties with respect to the funds allocated to the Local Area by ODJFS for the administration of workforce development activities, as defined in ORC 6301.01.

Area 2 representatives include Summit County Executive, (SUBGRANTEE), who has been appointed by the Chief Elected Officials of Area 2 to serve as their representative, the Local Workforce Investment Board (WIB), and Summit County Department of Job and Family Services and the Medina County Workforce Development Agency, designated by SUBGRANTEE and WIB to serve as the Administrative Entity for workforce development activities in the Local Area. Summit County Department of Job and Family Services and the Medina County Workforce Development Agency and WIB are hereinafter referred to collectively as AREA. SUBGRANTEE and AREA hereby accept the Subgrant and agree to comply with all the terms and conditions set forth herein.

For purposes of this Agreement, ODJFS is the "pass-through entity", funds provided under this Agreement are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are used in the United States Office of Management and Budget (OMB) Circular A-133. SUBGRANTEE is also the party identified in 29 USC 2832(d)(3)(B) as the entity accountable for the funding provided under this Agreement. AREA will have the responsibility to ensure expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with the performance of workforce development activities in the Local Area.

This Subgrant Agreement is applicable to all funds allocated to AREA for the operation of all workforce development activities set forth in ORC 6301.01 and will include funds from any or all of the federal awards from the United States Department of Labor (DOL) under the Workforce Investment Act (WIA) of 1998, the Wagner-Peyser Act, or other federal programs—including, but not limited to—Temporary Assistance to Needy Families (TANF) issued by the United States Department of Health and Human Services (HHS), and those identified in the table below. The grant award numbers, federal fiscal years, and program years for each award will be listed in Allocation Letters that ODJFS will issue to SUBGRANTEE per ARTICLE VI, Section A subsequent to the execution of this Agreement. Allocations will be made via the County Finance Information System (CFIS), with the exception of funding for ODJFS' share of One-Stop costs and for the Ohio Works First Incentive Program, which will be encumbered in State of Ohio Purchase Orders and paid through invoicing processes. The Subgrant funds awarded hereunder are not for research and development purposes.

CFDA Number (Catalog of Federal Domestic Assistance)	Award Title	Authority
17.002	Labor Force Statistics	29 USC Chapter 1, 29 USC 2b, 5, & 8
17.207	Employment Service/Wagner-Peyser	Wagner-Peyser Act of 1933
17.245	Trade Adjustment Assistance	Trade Act of 1974, as amended, (19 USC 2271-2322)
17.258	WIA Adult Program	WIA (29 USC 2863-2864)
17.259	WIA Youth Activities	WIA (29 USC 2854)
17.261	WIA Pilots, Demonstrations, & Research Projects	WIA (29 USC 2916)
17.267	WIA Work Incentive Grants	Adult Education and Family Literacy Act (20 USC 9211), WIA Title I, Part B
17.271	Work Opportunity Tax Credit (WOTC)	The Tax and Trade Relief Extension Act of 1998, and 26 USC 51
17.277	WIA National Emergency Grants (NEG)	WIA 29 USC 2918
17.278	WIA Dislocated Workers	WIA (29 USC 2863-2864)
17.801	Disabled Veterans Outreach Program	Jobs for Veterans Act, WIA (29 USC 2913)
17.804	Local Veterans Employment Representative Program	Jobs for Veterans Act, WIA (29 USC 2913)
93.558	TANF	Title IV-A of the Social Security Act (42 USC 602)

DEFINITIONS:

All definitions will be consistent with applicable federal and state laws and rules, which include, but are not limited to, those cited within the definition and with 29 USC, Chapter 30; OAC 5101:9-31-01; ORC 5101.20(A); and ORC 6301.01.

- A. **Administrative Entity:** Entity(ies) designated by the Chief Elected Officials to coordinate and administer WIA activities and services within a Local Area on the WIB's behalf in accordance with the State and Local WIA Plans, with all applicable federal, state, and local laws, rules, and policies, and with the terms of this Agreement.
- B. **Chief Elected Officials:** When used in reference to a Local Area, it is the board of county commissioners in each county in a local area (or, if the county has adopted a charter under Section 3 of ARTICLE X, Ohio Constitution, the chief governing body of that county), and the mayor of a municipal corporation when a Local Area includes a municipal corporation.
- C. **Fiscal Agent:** An entity appointed by a Local Area's Chief Elected Officials in accordance with WIA Section 117(d)(3)(B)(i) that is responsible for the administration and disbursement of WIA and other funds allocated for workforce development activities in the Local Area. WIA Section 117(d)(3)(b)(i)(II) clarifies that designation of a fiscal agent does not relieve the Chief Elected Officials from liability for misspent funds.
- D. **Governor's Executive Workforce Board (GEWB):** Established by the Ohio Governor under Executive Order 2012-02K to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.
- E. **Local Area:** A geographic region of the state designated by the Governor in accordance with WIA Section 116. ORC 6301.01(A) provides that a Local Area can be a municipality, a county, a group of two or more counties, or a county/municipality combination.
- F. **Local Workforce Investment Board (WIB):** The board created by a Local Area's chief elected officials pursuant to 29 USC 2832 and ORC 6301.06. Each Local WIB has the responsibility to develop a Local WIA Plan, corresponding policies, and performance standards for its Local Area's workforce development system. WIBs also conduct oversight of WIA and other workforce-related programs in their respective Local Areas pursuant to 29 USC 2832(d).
- G. **Local WIA Plan:** The local workforce development plan developed by the Local Area WIB in cooperation with the chief elected officials pursuant to 29 USC 2833 and ORC 6301.07. The Local WIA Plan identifies the workforce development programs and services in the Local Area and outlines how the programs and services will be delivered as well as how the funding will be distributed.
- H. **Ohio Works First (OWF):** Time-limited cash assistance payments to eligible families under the Ohio TANF program who successfully apply through a county job and family service agency. Adults and minor heads of households are required to participate in work activities as a condition of assistance payments and gross household income must not exceed the current limit for eligibility.
- I. **Ohio Works First Incentive Program:** Local WIA Areas that successfully apply for participation in the program and subsequently place current and certain former Ohio Works First recipients into unsubsidized employment positions will receive incentive payments from ODJFS based on initial placements and on specified employment retention periods.
- J. **One-Stop Delivery System:** Per WIA Section 121 and Title 20, Part 662.100 of the Code of Federal Regulations (20 CFR 662.100), a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce development, educational, and other human resource programs to make the services offered under those programs available to job seekers and employers at a single site in a Local Area.
- K. **State WIA Plan:** The current Ohio *Integrated Workforce Plan* developed pursuant to WIA Section 112, and approved by the DOL that outlines a 5-year strategy for the statewide delivery of workforce and employment-related services through Ohio's workforce development system.

- L. **State TANF Plan:** The current *Temporary Assistance to Needy Families (TANF) Program State Title IV-A Plan* developed pursuant to 42 USC 602, and approved by HHS that describes Ohio's TANF programs and services and outlines strategies for the delivery of those programs and services in accordance with TANF requirements.
- M. **Subgrantee:** For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as defined in ORC Section 5101.20(A)(3). Per 29 USC 2832(d)(3)(B), the subgrantee is the entity responsible for any misuse of WIA funds provided under this Agreement, notwithstanding SUBGRANTEE's designation of a fiscal agent under ARTICLE III D of this Agreement.
- N. **Temporary Assistance to Needy Families (TANF):** Programs authorized under Title IV-A of the Social Security Act, and regulated under 45 CFR 260 that provide benefits and services designed to meet one of the four TANF purposes identified in 45 CFR 260.20 to individuals who meet eligibility criteria.
- O. **Workforce Development Activity:** As defined in ORC 6301.01, a program, grant, or other function with the primary goal to achieve one or more of the following:
1. Help individuals maximize their employment opportunities;
 2. Help employers gain access to skilled workers;
 3. Help employers retain skilled workers;
 4. Help develop or enhance the skills of incumbent workers;
 5. Improve the quality of the state's workforce;
 6. Enhance the productivity and competitiveness of the state's economy.
- P. **Workforce Development Agency:** Per ORC 6301.01, the entity designated to serve as the "Administrative Entity" by chief local officials in a county or Local Area.
- Q. **Federal Audit Terms:** For purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit," have the same meanings as Section. 105 of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.
- R. **Terms Relevant to Federal Cost Principles:** For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," and "termination" have the same meanings defined in 29 CFR 97, 45 CFR 92, (state and local government entities), 29 CFR 95, and 45 CFR 74 (non-profit organizations, institutions of higher education, and commercial organizations, and other types of entities).

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Subgrant funds that will be provided under this Agreement for workforce development activities in SUBGRANTEE's Local Area.
- B. SUBGRANTEE and AREA will ensure that funds provided under this Agreement are expended for workforce development activities in accordance with all applicable federal, state, and ODJFS requirements—including, but not limited to:
1. The federal laws that authorize the programs funding the Subgrant awarded under this Agreement (listed in the RECITALS table with the awards).
 2. WIA.
 3. 20 CFR 660-671.
 4. OAC Chapter 5101.

5. ORC Chapters 5101 and 6301.
 6. The approved State and Local WIA Plans, which are incorporated by reference.
 7. The approved State TANF Plan.
 8. The terms and conditions of each federal grant award—including any amendments.
 9. Federal OMB Circulars, as applicable, including A-102 (codified in 29 CFR 97 and 45 CFR 92 for government entities, 29 CFR 95 and 45 CFR 74 for non-profit organizations and other types of entities), A-122, A-128, A-133, A-21, and A-110, as they relate to the application, acceptance, audit, and use of federal funds, except where superseded by WIA, the authorizing law of the federal funding source or other federal laws, state laws (if more restrictive), or local laws (if more restrictive).
 10. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XII of this Agreement.
 11. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
 12. DOL and HHS Guidance Letters.
 13. ODJFS Policies, Guidance Letters, and Procedure Manuals.
 14. Approved statutory waivers for WIA funds.
 15. The applicable provisions of the current appropriations act.
 16. Approved performance measures.
 17. Terms, conditions, and instructions included in allocation letters that will be issued by ODJFS in conjunction with payments allocated through CFIS.
 18. The Local Area One-Stop MOU.
 19. The terms of this Agreement.
- C. SUBGRANTEE and AREA will report to Ronald Weber, the ODJFS Agreement Manager, who may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. SUBGRANTEE and/or AREA, as applicable, will comply with any instructions or requests to the satisfaction of ODJFS within ten (10) days after receipt of the instructions or requests. ODJFS, SUBGRANTEE, and AREA expressly understand that any instructions are strictly to ensure the successful completion of the activities described herein, and are not intended to amend or alter this Agreement or any part thereof. If SUBGRANTEE or AREA believes that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder, SUBGRANTEE or AREA will notify the ODJFS Agreement Manager pursuant to ARTICLE IX. SUBGRANTEE and AREA agree to consult the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.
- D. Expenditure of Public Funds for Offshore Services—Executive Order Requirements
1. Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE and AREA must ensure that no subcontractors or subgrantees that will be paid with funds provided from ODJFS complete any work outside of the United States and that no data from programs or activities funded under this Agreement will be stored outside of the United States. Therefore, SUBGRANTEE and AREA must require all subcontractors and subgrantees to complete the Standard Affirmation and Disclosure Form, which is included as Attachment A and will be posted in electronic format on the ODJFS website.
 2. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.

3. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or AREA or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE or AREA shall immediately return to ODJFS all funds paid for those services. In addition, if SUBGRANTEE or AREA or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE or AREA.

ARTICLE II. ODJFS RESPONSIBILITIES

ODJFS will:

- A. Allocate or issue funding under this Agreement to the Local Area's Administrative Entity in accordance with this Agreement and with 29 USC 2863 and OAC 5101:9-31.
- B. Review and approve AREA invoices for ODJFS' fair share of actual, allowable One-Stop expenditures in accordance with the terms of the One-Stop MOU.
- C. Review AREA applications and plans for participation in the OWF Incentive Program.
- D. Review AREA invoices for incentive payments under the OWF Incentive Program.
- E. Forward approved AREA invoices to the Ohio Office of Budget and Management (OBM) for payment.
- F. Provide annual financial, administrative, or other WIA incentive awards to SUBGRANTEE as specified in ORC 5101.23, if applicable.
- G. Ensure that programs and services required under WIA as a condition of funding are available in all Local Areas.
- H. Monitor SUBGRANTEE and AREA performance and expenditures under this Agreement to ensure that Local Area workforce development activities and expenditures comply with 20 CFR 667, as applicable, and with all other applicable state and federal laws, requirements, and restrictions as described in Article I, Section B of this Agreement. OAC 5101:9-31-01(O) specifies the actions ODJFS is authorized to take in order to effectively monitor SUBGRANTEE's performance and use of Subgrant funds.
- I. Provide information on current and any subsequent changes to the terms and conditions of the Subgrant awards allocated pursuant to this Agreement.
- J. Provide guidance, technical assistance and training as necessary to assist SUBGRANTEE in fulfilling its obligations under WIA and the terms of this Agreement.
- K. If necessary, take action against SUBGRANTEE pursuant to ORC 5101.241 for:
 1. Non-compliance with federal or state requirements or restrictions as described in Article I, Section B of this Agreement.
 2. Failure to meet a performance standard established by ODJFS or the federal government.
 3. To recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement and/or under state and federal laws.

Any ODJFS enforcement action against SUBGRANTEE will be taken in accordance with ORC 5101.241 unless another ORC section provides authority for a different action. If ODJFS proposes to take such an action, ODJFS will provide the appropriate written notice to the county auditor(s) and the Chief Elected Officials in SUBGRANTEE's local area. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.

ARTICLE III. SUBGRANTEE RESPONSIBILITIES

- A. Per ORC 5101.20, SUBGRANTEE will ensure that AREA and any subrecipient or subcontractor of AREA will:
1. Ensure that Subgrant funds are used and the workforce development activities are performed in accordance with the federal and state requirements and restrictions identified in Article I, Section B of this Agreement.
 2. Utilize a financial management system that meets federal and state standards, and, when applicable, use software systems or programs designated by ODJFS to report financial and other data within the timeframes established by ODJFS.
 3. Execute contracts and subagreements with private and public entities that will receive funds provided hereunder for workforce development activities in accordance with ORC 305.25, as applicable, and with ORC 5705.41.
 4. Monitor all private and government subrecipients of the Subgrant funds provided hereunder to ensure that each entity uses the funds in accordance with all applicable federal and state requirements and restrictions and the terms of the subcontract or subagreement.
 5. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement and to recover reimbursements that are due to ODJFS.
- B. Per WIA Section 117, SUBGRANTEE will appoint members of the Local WIB in accordance with the criteria established by the GEWB.
- C. Per 20 CFR 667.705, if SUBGRANTEE's Local Area includes more than one unit of multiple governments, the chief elected officials of each local jurisdiction must execute an agreement with one another that clearly states how liability for funding provided under this Agreement will be assumed. However, such an agreement may not remove liability from one chief elected official and place it on another. WIA Section 117(d)(3)(B)(i) specifies that only the agreement of the Governor to assume liability in place of a chief elected official will relieve a chief elected official from liability for WIA funds.
- D. SUBGRANTEE will designate a fiscal agent to manage Subgrant funds provided to AREA under this Agreement.
- E. SUBGRANTEE will designate an administrative entity to coordinate and monitor workforce development activities funded under this Agreement.
- F. SUBGRANTEE will ensure implementation of an approved Local WIA Plan and will ensure that oversight and monitoring of workforce development activities and expenditures with respect to the Local WIA Plan are conducted to determine compliance.
- G. SUBGRANTEE will ensure the prompt reimbursement of funds due to ODJFS, pursuant to division (C) of ORC 5101.241, for payment to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation (FFP), or other sanction or penalty for which SUBGRANTEE, its subrecipients, contractors and/or vendors are responsible.
- H. SUBGRANTEE will take prompt corrective action, including the recapture of funds, from an adverse finding, sanction, or penalty if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law, determines that SUBGRANTEE is not in compliance with the conditions, requirements, and restrictions set forth in this Agreement or applicable state and federal rules.
- I. SUBGRANTEE will execute any and all subcontracts that will be paid from the Subgrant provided hereunder in accordance with ORC 305.25, as applicable.
- J. SUBGRANTEE will ensure that AREA maintains adequate records and submits all required reports pursuant to 29 USC 2935, OAC 5101: 9-31-05, and the terms of this Agreement.

ARTICLE IV. AREA RESPONSIBILITIES

- A. AREA must ensure that workforce development activities and related expenditures funded under this Agreement meet the requirements of OAC 5101:9-31-01, which include, but are not limited to:
1. Implementation of a Local WIA Plan developed in compliance with 29 USC 2833. ODJFS will not allocate Subgrant funds without an approved Local WIA Plan. Subgrant funds must be spent as specified in the approved local plan for workforce development activities.
 2. Assurance the individual identified as AREA's official representative who has the ability to bind AREA to future agreements, provisions, and/or conditions relevant to workforce development activities and funding under this Agreement has been authorized through an official act of AREA's governing body, such as a resolution, motion, or similar action.
 3. Implementation of management and fiscal controls and safeguards to prevent abuses or misuse of Subgrant funds and compliance with ORC 5101:9-1-88 to ensure that AREA subrecipients have effective management and fiscal controls and safeguards.
 4. Bonding of every officer, director, agent, or employee authorized to act on behalf of the subrecipient in receiving or depositing funds into accounts for programs funded hereunder, or in issuing financial documents, checks, or other instruments of payment for workforce development activities funded hereunder to provide adequate protection against loss.
 5. Maintenance of separate accounting records for the management of WIA and TANF funds in accordance with federal and state rules.
 6. Implementation and maintenance of procurement systems for all goods and services funded hereunder in accordance with OAC 5101:9-4-07.
 7. Per 2 CFR 225, prior written approval from ODJFS for non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more to be purchased for administrative or programmatic purposes. Purchases of real property or new construction are prohibited as are loans of WIA funds.
 8. Prompt payment of employment-related costs—including, but not limited to—unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce investment programs.
 9. Prior approval from the federal funding authority or ODJFS of indirect cost allocation plan or inclusion in a county-wide cost allocation plan maintained by the county board of commissioners in order for indirect costs to be reimbursable hereunder.
 10. Per 20 CFR 667.300, a unified financial reporting system must be used by AREA's fiscal agent as described in OAC 5101:9-3-01(N).
- B. AREA will execute a One-Stop MOU with Local Area One-Stop partners as required under WIA Section 121(a)(1) and under this Agreement.
- C. To be eligible for participation in the Ohio Works First Unsubsidized Employment Incentive Program, AREA must submit an application to ODJFS for approval within ODJFS-prescribed timeframes. To maintain eligibility and to receive incentive payments, AREA must conduct activities in accordance with the program information included in the approved application. AREA expressly understands that expenditures of incentive payments issued to AREA under the program must be in compliance with the federal cost principals and requirements included in the OMB Circulars.
- D. **Records and Reporting:**

1. AREA will maintain complete and accurate records, including standardized records for all individual participants pursuant to 29 USC 2935, in order to fulfill reporting requirements and to track the expenditures to ensure that funds have not been spent unlawfully. SUBGRANTEE will also provide ODJFS with all program and financial reports and updates as required by state and federal laws, including OAC 5101:9-31-05, or as requested by ODJFS or the DOL within the allotted timeframes and in the appropriate formats.
2. AREA will retain all records related to Subgrant funds in accordance with OAC 5101:9-9-21, and with all state and federal record retention requirements. AREA will ensure that all records are available during normal business hours and as often as needed for audit by federal and state government entities that include but are not limited to: the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, SUBGRANTEE must meet the requirements of the OMB Circulars A-110, A-122, and A-133. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
3. AREA will enroll participants of all programs hereunder in the ODJFS Workforce Case Management System (WCMS) and will maintain and update the data in accordance with the reporting guidelines prescribed by ODJFS and/or DOL.

ARTICLE V. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2013, through June 30, 2015, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Ohio Office of Budget and Management certifies, pursuant to ORC 126.07 that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE VI. FUNDING

- A. With the exception of payments for ODJFS' proportionate share of One-Stop partner costs and incentive payments under the OWF Incentive Program, funds provided under this Subgrant Agreement will be allocated quarterly via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS and ODJFS will issue a corresponding allocation letter with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined in accordance with the methods prescribed by OAC 5101:9-31-02.
- B. The total amount of the Subgrant is One Hundred Seventy-Seven Thousand, Two Hundred and 00/100 Dollars (\$177,200.00). ODJFS will reimburse AREA an amount up to Eighty-Eight Thousand, Six Hundred and 00/100 Dollars (\$88,600.00) in State Fiscal Year (SFY) 2014, and an amount up to Eighty-Eight Thousand, Six Hundred and 00/100 Dollars (\$88,600.00) in SFY 2015 for ODJFS' proportionate share of actual, allowable One-Stop costs as negotiated by ODJFS in its role as a One-Stop partner. Payment of One-Stop partner costs are contingent upon AREA's execution of a One-Stop MOU with Local WIA Area One-Stop partners per WIA Section 121 and upon AREA's submission of invoices completed in accordance with ODJFS' specifications.
- C. ODJFS will issue incentive payments under the OWF Incentive Program in accordance with the payment guidelines established by ODJFS and upon AREA's submission of invoices completed in accordance with ODJFS' specifications. Funding for ODJFS' share of One-Stop costs and for the OWF Incentive Program will be encumbered in State of Ohio Purchase Orders (POs) and paid through invoicing processes. Allocations other than for ODJFS' share of One-Stop costs and OWF Incentive Program payments will be made through CFIS, in accordance with Article VI.A., above.

- D. SUBGRANTEE and AREA expressly understand that no financial obligations may be incurred under this Agreement until the terms listed in ARTICLE V, Section B, have been met and until allocations and allocation letters have been issued to AREA for all programs with the exception of ODJFS' One-Stop partner costs and OWF Incentive Program payments, for which costs may not be incurred until the issuance of an approved PO. SUBGRANTEE and AREA expressly agree that costs incurred under this Agreement will not exceed the amounts specified in the allocation letters for the periods included in the allocation or, for One-Stop partner costs, the amount specified in each PO for the State Fiscal Year the PO was issued. Further, SUBGRANTEE and AREA expressly understand that expenditures of funds authorized under WIA Title I for administrative costs, as defined in 20 CFR 662, are limited to 10% of the total amount allocated to the Local Area under WIA Sections 128(b) and 133(b).
- E. SUBGRANTEE and AREA understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, the DOL, or HHS. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, ODJFS may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- F. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to the applicable OMB Circulars, which may include A-102, A-110, A-122, A-87, and A-133, as applicable to the application, acceptance, audit, and use of federal funds—except where superseded or augmented by federal, state, or local laws—including the following provisions of 29 CFR 97, 29 CFR 95, 45 CFR 92, and 45 CFR 74, as applicable:
1. **Standards for financial management systems:** SUBGRANTEE and its subrecipient(s) will comply with the requirements of 29 CFR 97.20, 29 CFR 95.21, 45 CFR 92.20, and 45 CFR 74.21, as applicable, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation.
 - f. Cash management.
 2. **Period of Availability of Funds:** Pursuant to 29 CFR 97.23, 29 CFR 95.28, 45 CFR 92.23, and 45 CFR 74.28, as applicable, SUBGRANTEE and its subrecipient(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the Recitals section of this Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. **Matching or Cost Sharing:** Pursuant to 29 CFR 97.23, 29 CFR 95.28, 45 CFR 92.24, and 45 CFR 74.23, as applicable, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.
 4. **Program Income:** Program income must be used as specified in 29 CFR 97.23, 29 CFR 95.28, 45 CFR 92.25, and 45 CFR 74.24, as applicable.
 5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 29 CFR 97.23, 29 CFR 95.28, 45 CFR 92.31, and 45 CFR 74.32, as applicable.

6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subrecipient(s) with Subgrant funds, will be governed by the provisions of 29 CFR 97.23, 29 CFR 95.28, 45 CFR 92.32, and 45 CFR 74.34, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by SUBGRANTEE or its subrecipient(s) with Subgrant funds will be governed by the provisions of 29 CFR 97.23, 29 CFR 95.28, 45 CFR 92.33, and 45 CFR 74.35, as applicable.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 29 CFR 97.26, 29 CFR 95.26, 45 CFR 92.26, and 45 CFR 74.26, as applicable, and OMB Circular A-133, SUBGRANTEE must have an entity-wide single audit as provided in OMB Circular A-133, Subpart E, §_500 that covers funds received under this agreement. SUBGRANTEE must send one (1) copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Circular A-133 that include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Preparation of appropriate financial statements that include a schedule of federal award expenditures.
 4. Proper performance and timely submission of the A-133 Single Audit.
 5. Follow up on audit findings that include the preparation of a summary schedule of prior audit findings and corrective action, if needed, and the preparation of a corrective action plan.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS director, the chief elected officials, and the LWIB director. The termination agreement must be adopted by resolution of the chief local elected officials in order to be considered valid. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the chief local elected officials.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
- B. Notwithstanding the provision of Section A of this ARTICLE VIII, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
 1. ODJFS loses funding as described in ARTICLE VI.
 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE.
 3. SUBGRANTEE has violated any provision of ARTICLE XI.
- C. Pursuant to ORC 5101.241, 29 CFR 97.43, and, if applicable, 29 CFR 95.62, as applicable, if SUBGRANTEE or its subrecipient(s) materially fails to comply with any term of an award, a federal statute or regulation, an assurance, a state plan or application, a notice of award, the terms of this Agreement, or any

other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by SUBGRANTEE or its subrecipient(s) or more severe enforcement action.
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for SUBGRANTEE or its subrecipient(s) Subgrant activity.
4. Withhold further funds for the Subgrant activity.
5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Agreement.

D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
4. Perform any other tasks that ODJFS requires.

E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice/billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager pursuant to ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE that concern changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of the this Agreement.
- D. All notices in accordance with Sections B and C of this ARTICLE IX will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT AND SUBGRANTS

- A. **Amendment:** This document will constitute the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by all parties may amend this Agreement.

Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein, including the terms and conditions of the Subgrant issued by the DOL, will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

B. Subgrants

1. Any subgrants made by SUBGRANTEE to a university, hospital, other nonprofit, or commercial organization will be made in accordance with 29 CFR 97, and if, applicable, 29 CFR 95 as well as state law.
2. **Debarment and Suspension:** As provided in 29 CFR 97.35 and, if applicable, 29 CFR 95.13, SUBGRANTEE and its subrecipient(s) must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While SUBGRANTEE and its subrecipient(s) may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 29 CFR 97.36 and 29 CFR 95.44. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities—including each project, program, subaward, and function supported by the Subgrant—to ensure compliance with all applicable federal and state requirements, including 29 CFR 97.40, 29 CFR 95.51 (if applicable), and OAC 5101:9-1-88. If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.
5. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a government or non-profit organization, SUBGRANTEE, as a pass-through entity, must:
 - a. Identify the federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is for research and development, and the name of federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 - b. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by the ODJFS and any subsequent pass-through entity.
 - c. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
 - d. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One (1) copy of every audit report must be sent to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215, within two (2) weeks of the subrecipient's receipt of any such audit report.
 - e. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
 - f. Issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
 - g. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.

- h. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this Section.

ARTICLE XI. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE XI. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements:** SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals or subrecipient(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR 98. SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals or subrecipient(s):
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
 2. **Qualifications to Conduct Business:** SUBGRANTEE affirms that it and its subrecipient(s) have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of Subgrant activities.
 3. **Unfair Labor Practices:** SUBGRANTEE affirms that SUBGRANTEE, its principals, or subrecipient(s) are not on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one (1) unfair labor practice contempt of court finding.
 4. **Finding for Recovery:** SUBGRANTEE affirms that SUBGRANTEE, its principals, or subrecipient(s) are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE VI, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.

1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the work prescribed herein.
3. **Ethics Laws.** SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
4. **Conflict of Interest.**
 - a. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - b. SUBGRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit and ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, its officers, members, and employees are in compliance with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
 - c. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.
 - d. SUBGRANTEE will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

5. **Lobbying Restrictions.**
 - a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE further certifies compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
 - b. If this Subgrant exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
 - c. SUBGRANTEE agrees to include the language of this certification 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 will certify and disclose accordingly.
 - d. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
6. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, its employees, and subrecipient(s) meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
7. **Pro-Children Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
8. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
9. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
10. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010. To the extent possible, SUBGRANTEE agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
11. **Buy American Requirements** (41 USC 10a). To the greatest extent practicable, SUBGRANTEE agrees to use funds provided hereunder to purchase American made equipment and products.
12. **Salary and Bonus Limitations.** SUBGRANTEE agrees to comply with all salary and bonus limitations including those contained in Training and Employment Guidance Letter (TEGL) 5-06, dated August 15, 2006.
13. If applicable, SUBGRANTEE agrees to comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4783) relating to prescribed standards to establish merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of the Office of

- Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
14. If applicable, SUBGRANTEE agrees to comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 61) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 15. If applicable, SUBGRANTEE agrees to comply with the provisions of the Hatch Act (5 USC 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 16. If applicable, SUBGRANTEE agrees to comply with the provisions of the Davis-Bacon Act (40 USC 3141), the Copeland Act (40 USC 3145 and 18 USC 874), and the Contract Work Hours and Safety Standards Act (40 USC, Chapter 37), regarding labor standards for federally assisted construction subcontracts.
 17. If applicable, SUBGRANTEE agrees to comply with Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (42 USC Chapter 50) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is Ten Thousand and 00/100 Dollars (\$10,000.00) or more.
 18. If applicable, SUBGRANTEE agrees to comply with environmental standards that may be prescribed pursuant to the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC 4321).
 - b. Notification of violating facilities pursuant to the Clean Air Act of 1990 (42 USC 7401).
 - c. Protection of wetlands pursuant to 10 CFR 1021 and 1022.
 - d. Evaluation of flood hazards in flood plains in accordance with 18 CFR 725.
 - e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC 1451 et. seq.).
 - f. Conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 USC 7401 et seq.).
 - g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (42 USC 300f)
 - h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (16 USC 1531-1544).
 19. If applicable, SUBGRANTEE agrees to comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 20. If necessary, SUBGRANTEE will assist ODJFS and DOL in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), EO 11593 Identification and Protection of Historic Properties, and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a.1 et seq.).
 21. If applicable, SUBGRANTEE agrees to comply with 42 USC 289 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

22. If applicable, SUBGRANTEE agrees to comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 USC 2131-2159) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
23. If applicable, SUBGRANTEE agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
24. SUBGRANTEE will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
25. If applicable, SUBGRANTEE will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
26. Pursuant to 22 USC 7104(g), this Agreement may be terminated without penalty if SUBGRANTEE, AREA, or any subcontractor or subgrantee paid with Subgrant funds:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subagreements are in effect, or
 - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
27. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE and AREA are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
28. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, AREA, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.

ARTICLE XII: CONFIDENTIALITY

- A. SUBGRANTEE and AREA expressly agree to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
 1. 29 USC 2935(a)(4) WIA Reports, Recordkeeping, Investigation.
 2. The Privacy Act (5 USC 552a).
 3. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIA Section 136(f)(3).
 4. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 5. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 6. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 7. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.

8. ORC 3304.21 regarding use of information relative to participants of programs administered by the Ohio Rehabilitation Services Commission.
 9. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 10. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
 11. OAC 5101-1-1-03 regarding disclosure of recipient information.
 12. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 13. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- B. SUBGRANTEE and AREA will execute agreements with any third party that will receive data identified as confidential under federal or state law and will include in those agreements all the provisions required under the applicable federal or state law.
- C. SUBGRANTEE and AREA will ensure that no ODJFS is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
- D. SUBGRANTEE and AREA will ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE and AREA will ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE and AREA expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.
- F. Each party will maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event will either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.
- B. **Choice of Law; Partial Invalidity:** This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. **Construction:** Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the local area, chief local elected officials, Board, or any other entity, agency or individual, unless specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

- D. **Infringement of Patent or Copyright:** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at SUBGRANTEE's written request, it is at SUBGRANTEE's expense. If any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this Section survive the termination of this Agreement, without limitation.
- E. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- F. **Delay:** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- G. **Intellectual Property Rights.**
1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - a. The copyright in all products developed under the Subgrant, including a subgrant or contract; and
 - b. Any rights of copyright to which ODJFS, SUBGRANTEE, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
 2. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

- H. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

*Signature Page Follows
Remainder of Page Intentionally Left Blank*

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
SIGNATURE PAGE**

G-1415-15-0291

IN WITNESS WHEREOF, the parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s), the WIB Director(s), and the duly appointed Fiscal Agent

**Summit CDJFS
47 North Main Street
Akron, Ohio 44308**

Ohio Department of Job and Family Services

Printed Name & Title

Michael Colbert, Director

Signature Date

Date

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

**DEPARTMENT OF ADMINISTRATIVE SERVICES/OHIO DEPARTMENT OF
JOB AND FAMILY SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This form must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Signee affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John R. Kasich. If awarded an agreement, the Signee becomes the Contractor/Grantee and affirms that both the Contractor/Grantee and any of its subcontractors/subgrantees shall perform no services requested under this Agreement outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Signee shall provide all the name(s) and location(s) where services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Signee not responsive and no further consideration will be given to the response. Signee's offering will not be considered. If the Signee will not be using subcontractors/subgrantees, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor/Grantee:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s)/subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor/Grantee:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s)/subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor/Grantee:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s)/subgrantees:

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor/Grantee:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s)/Subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this project will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal Place of Business)

Printed name of individual authorized to sign
on behalf of entity.

City, State, Zip

IN WITNESS WHEREOF, the parties have executed this Subgrant Agreement as of the date of the signature of Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s), the WIB Director(s) and the duly appointed Administrative and Fiscal Agent

WIB Chair

Patricia Gorbach Date
Ohio WIA Area 2/20

Administrative Entity and Fiscal Agent

Patricia L. Divoky, Director, CSDJFS Date
Ohio WIA 2/20

Approved As to Form:

Anita Davis, Legal Counsel, CSDJFS Date

Chief Local Elected Official

Russell M. Pry, Summit County Executive Date
Ohio WIA Area 2/20

Approved As to Form:

Deborah S. Matz, Director Date
County of Summit, Ohio
Department of Law

Administrative Entity

William Hanigan, Director, Medina County JFS Date
Ohio WIA Area 2/20

Chief Local Elected Officials

Adam Friedrich, Commissioner Date
Medina County
Ohio WIA Area 2/20

Patricia G. Geissman, Commissioner Date
Medina County
Ohio WIA Area 2/20

Stephen D. Hambley, Commissioner Date
Medina County
Ohio WIA Area 2/20