

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

G-1213-15-0438

12-185

RECITALS:

This Subgrant Agreement among the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and representatives of WIA Local Area 2 is hereby created to define the roles and responsibilities of the parties with respect to Ohio's Disability Employment Initiative project. Area 2 representatives include Medina County Commissioners and the Summit County Executive, who are the Chief Elected Officials, and the Medina and Summit County Departments of Job & Family Services, which are the administrative entities for workforce development services in Area 2. For purposes of this Agreement, all of the Area 2 representatives will be referred to collectively as "SUBGRANTEE".

- A. The United States Department of Labor (DOL) issued a Solicitation for Grant Applications ("SGA"), funding opportunity number SGA/DFA PY 10-14, titled "Disability Employment Initiative (DEI)" for state workforce agencies to improve the educational, training and employment opportunities and outcomes for individuals with disabilities through activities and services developed from best practices of previous grant projects as outlined in the SGA.
- B. ODJFS submitted an application packet (Application) on July 14, 2011, that included a proposal for Ohio's DEI Project (Project) in response to the SGA. The DOL awarded DEI Grant funds ("Grant") to ODJFS via agreement DI-22462-11-75-A-39. Grant funds are provided under Catalog of Federal Domestic Assistance (CFDA) numbers 17.207, authorized under the Wagner-Peyser Act, and 17.258, authorized under the Workforce Investment Act (WIA) for the award period of October 1, 2011, through September 30, 2014. The Application is incorporated herein by reference.
- C. The SGA required each Grant applicant to identify the WIA local areas in their state with the capacity to implement the Project and willingness to participate. The DOL selected three (3) local areas identified by ODJFS in the Application to serve as Project pilots and two (2) local areas to serve as comparison groups that will continue to utilize current practices in the delivery of services to individuals with disabilities in order to compare the outcomes of Project activities against current practices. SUBGRANTEE is one of the Local Areas in Ohio that will serve as a comparison group. Area 11 is the other local area that will serve as a comparison group.
- D. ODJFS will allocate funds ("Subgrant") to SUBGRANTEE from the WIA portion of the Grant to cover the expenses involved with the data collection requirements for Project evaluation. SUBGRANTEE must perform Project activities in accordance with the terms of the WIA Subgrant Agreement executed between ODJFS and SUBGRANTEE in addition to the applicable federal, state, and local rules and the terms of this Agreement. The subgrant funds awarded hereunder are not for research and development purposes.
- E. For purposes of this Agreement, ODJFS will serve as the "pass-through" entity and SUBGRANTEE will serve as the "subrecipient" as defined in the Office of Management and Budget (OMB) Circular A-133.

DEFINITIONS:

All definitions will be consistent with all federal and state laws and rules, including, but not limited to: 29 USC, Chapter 30; OAC 5101:9-31-01; ORC 5101.20(A); and ORC 6301.01.

- A. For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as that term is defined in Section 5101.20(A)(3), Revised Code. SUBGRANTEE is the entity responsible for any misuse of Subgrant funds in accordance with 29 USC 2832(d)(3)(B), notwithstanding SUBGRANTEE's designation of a fiscal agent under ARTICLE III B of this Agreement.
- B. "Local area" and "local workforce investment area" have the same meaning. 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. Each local area is designated by the Governor in consideration of the factors set forth in 29 USC 2831(a)(1)(B).

- C. "Chief Elected Officials", when used in reference to a local area, means the board of county commissioners of the county or of 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 chief elected official of a municipal corporation, if the local area includes a municipal corporation, except when the local area is the municipal corporation only, then the term references the chief elected official of that municipal corporation.
- D. "Local Workforce Investment Board" ("WIB"), refers to the board created by the chief elected officials pursuant to 29 USC 2832 and ORC 6301.06, and is the entity responsible for the development of the local plan and for oversight of the workforce development activities in the local area per 29 USC 2832(d). The local area workforce policy boards also develop policies, establish performance standards, and coordinate workforce development activities in their respective local areas.
- E. "State and Federal Laws" means all federal statutes and regulations in existence on the effective date of this Agreement as well as all state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement. This includes appropriations by the Ohio General Assembly; the ORC; uncodified law included in an act; Ohio Administrative Code (OAC) rules; all applicable OMB Circulars; any Governor's Executive Orders; ODJFS Policies, Procedure Manuals, and Guidance Letters; DOL Guidance Letters; Rapid Response Procedures Manuals; the terms and conditions of the federal grant awards—including any amendments; and opinions issued by the Ohio Attorney General, to the extent that they do not conflict with any other state and federal statutes, rules, and regulations.

ARTICLE I. PURPOSE

- A. The purpose of this Agreement is to outline SUBGRANTEE's responsibilities with respect to its role as a comparison group that will continue to provide existing services to adults with disabilities following the same processes and procedures currently in place. Data related to the performance of these services will be collected and compared with data collected from the areas designated to serve as Project pilots in order to measure the outcomes and success of Project activities and to determine best practices for the delivery of education, training, and other employment-related services and activities ("employment services") to adults with disabilities in furtherance of the goal to improve the education, training, and employment opportunities and outcomes for these individuals.
- B. Data collection for Project purposes will involve the following:
 - 1. Project implementation data will be assessed from multiple perspectives using a number of data collection methods—including, but not limited to:
 - a. Informal site visits by the DOL's evaluation team members that may include DOL staff and staff of DOL's evaluation contractor to SUBGRANTEE's local area in order to increase the knowledge of the evaluation team on the structure, policies, and goals of the local area with respect to employment services for adults with disabilities and to familiarize SUBGRANTEE with the evaluation process.
 - b. Formal interviews with state-level personnel, local WIB administrators, and One-Stop Center managers and staff assigned responsibilities related to employment services for adults with disabilities.
 - c. Customer focus group activities by the DOL's evaluation team to gather participant-level data.
 - d. Analysis of data from quarterly WIA and Wagner-Peyser reports. SUBGRANTEE will submit via the Workforce Investment Act Standardized Record Data (WIASRD) and Wagner-Peyser data systems and will detail the customers served and services offered by SUBGRANTEE's One-Stop centers and will track any changes, plus note any challenges and successes.
 - 2. Outcome and Impact data will also be assessed from multiple data collection methods. Quantitative measures of customer outcomes and progress will be collected quarterly through the WIA and Wagner-Peyser reports and state-level case management data. Existing case management systems will be enhanced to include "DEI Data Elements" as an integration or attachment.

3. Site visits by the DOL's evaluation team to document the progress of employment services provided or performed for adults with disabilities and to develop case studies.
 4. Matching of individual-level customer records with the disability records of the Social Security Administration for adults with disabilities who receive employment-related services. SUBGRANTEE will allow the DOL and/or its evaluation team access to the records and information necessary to perform the match.
 5. Entry of data into a web-based system developed for Project evaluation purposes.
- C. As a Project comparison group, SUBGRANTEE expressly understands that it must maintain the current level of service to persons with disabilities.
- D. SUBGRANTEE will report to Gwen Ivory, who is the ODJFS Agreement Manager and the State Project Lead, who may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE will comply with any instructions or requests to the satisfaction of ODJFS within ten (10) days after receipt of the instructions or requests. ODJFS and SUBGRANTEE 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 believes that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder, SUBGRANTEE will notify the ODJFS Agreement Manager pursuant to ARTICLE IX. SUBGRANTEE agrees to consult the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.
- E. **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."

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from January 1, 2012, through June 30, 2013, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date. This Agreement is anticipated for renewal through September 30, 2014. ODJFS will renew upon satisfactory Project performance and upon continued appropriation of funds by the DOL. SUBGRANTEE will not obligate resources in anticipation of a renewal until ODJFS confirms that Project activities will continue through the renewal period.
- 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 Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC 126.07 that there is a balance in the appropriation not already allocated to pay current obligations and commencement of expenditures is subject to the issuance of the Allocation Letters and signatory approval.

ARTICLE III. FUNDING

- A. Subgrant funds to cover the expenditures involved with the additional collection of data will be issued via Allocation Letters. The specific amounts payable per State Fiscal Year (SFY) will be specified in the Allocation Letters and will be contingent on the level of participation in SUBGRANTEE's local area. SUBGRANTEE expressly understands that funds provided under this Agreement are exclusively for Project data collection purposes.
- B. ODJFS expressly agrees to allocate funds to SUBGRANTEE on a monthly basis for costs associated with the collection of data for Project evaluation purposes.
- C. SUBGRANTEE will submit payment requests through the ODJFS County Finance Information System (CFIS) in the same manner as payment requests are made for routine WIA-related expenditures.
- D. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the DOL. If the DOL fails at any time to continue funding 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.
- E. 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 and, if applicable, 29 CFR 95:
 - 1. **Standards for financial management systems:** SUBGRANTEE and its subrecipient(s) will comply with the requirements of 29 CFR 97.20, and, if applicable, 29 CFR 95.21, 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, and, if applicable, 29 CFR 95.28, 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 97.24, and, if applicable 29 CFR 95.23, 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 97.25 and, if applicable, 29 CFR 95.24.
 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 97.31, and, if applicable, 29 CFR 95.32.
 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 97.32, and, if applicable, 29 CFR 95.34.
 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 97.33, and, if applicable, 29 CFR 95.35.
- F. **Additional Federal Grant Conditions:** In addition to the requirements of OMB Circulars, SUBGRANTEE is subject to the following special conditions with respect to the Subgrant:
1. **Rebates:** SUBGRANTEE must notify the ODJFS Agreement Manager in writing of any forthcoming income that results from lease/rental rebates or other rebates, interest, credits, or any other monies or financial benefits to received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the DOL, via ODJFS, is reimbursed proportionally from such income.
 2. **Publicity:** No funds provided under this Agreement will be used for publicity of propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor will Subgrant funds be used to pay the salary or expenses of SUBGRANTEE or an agent acting on behalf of SUBGRANTEE related to any activity designed to influence legislation or appropriations pending before the Congress.
 3. **Public Announcements:** When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money, SUBGRANTEE will clearly state:
 - a. The percentage of the total cost of the program or project that will be financed with federal funds; and
 - b. The dollar amount of federal funds for the project or program.
 4. **President's Executive Order 12928:** SUBGRANTEE is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other minority institutions such as Hispanic Serving institutions, Tribal colleges and universities, and to small businesses owned and controlled by socially and economically disadvantaged individuals.
 5. **Procurement:** DOL's acceptance of a proposal and an award of federal funds is not a waiver of any grant requirements and/or procedures. This includes the procurement procedures required in the applicable OMB Circulars to promote open and free competition.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. SUBGRANTEE must include Project OJT activities in its entity-wide single audit as provided in OMB Circular A-133, Subpart E, §_ 500. SUBGRANTEE must send one (1) copy of every audit report 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.
- 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 V. 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 local elected officials for the Local Area, and other applicable county parties. 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 V, 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 III.
 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE.
 3. SUBGRANTEE has violated any provision of ARTICLE VIII.
- 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 VI. 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 VI 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 VII. 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 any 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 any 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 issues subawards of federal funds allocated 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.

- 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. **Federal Nondiscrimination Assurances.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations, as applicable, which pertain to nondiscrimination. These include but are not limited to:
 - a. Title IV of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disabilities.
 - d. The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.
 - i. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of physical or mental disabilities.
 - j. **Fair Labor Standards and Employment Practices.**
 - (1). SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - (2). 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.
 - (3). 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.
 - (4). SUBGRANTEE agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of this Paragraph 1 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.** To the extent possible, SUBGRANTEE agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 4215.
11. **Buy American Requirements.** To the greatest extent practicable, SUBGRANTEE agrees to use funds to purchase American made equipment and products pursuant to 41 USC 10a.
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. **ACORN Prohibition:** Section 511 of the Consolidated Appropriations Act, 2010 (P.L.111-117, Division E) ("CAA"), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now ("ACORN") or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).

25. SUBGRANTEE will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
26. 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.

ARTICLE IX. 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 required to enter into this Agreement by ORC 6301.05 in accordance with ORC 5101.20, unless specifically set forth in state and federal law. Nothing in this 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 C. 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.

*Signature Page Follows
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Department of
Job and Family Services

John R. Kasich, Governor
Michael B. Colbert, Director

March 9, 2012

TO: Director, **WIA Area 20**
Summit County Department of Job and Family Services

FROM: Eric Mency, Chief Fiscal Officer 
Ohio Department of Job and Family Services

SUBJECT: **WIA Disability Employment Initiative (DEI) Award**
Effective January 1, 2012 through September 30, 2014
Liquidation September 30, 2014

This letter transmits your area's **Disability Employment Initiative (DEI)** award. Please refer to the attached documentation from the Office of Workforce Development for additional information. Your allocation is as shown below:

Disability Employment Initiative-JFSFDE11-3V00-100%: \$6,966.00

Budget Reference: JFSCWDEI
The CFDA number is: 17.258
The Grant Award number is: DI-22462-11-75-A-39

If you should have any questions regarding the allocation, please contact your ODJFS Fiscal Supervisor.

cc: WIA Administrative Entity
WIA Local Board
File

EM:stw

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

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