



Workforce Development Area 1
Adams, Brown, Pike & Scioto Counties

A proud partner of the American Job Center Network

Board Meeting Agenda

Date: Wednesday, November 19, 2025
Time: 10:00am – 11:00am
Location: Workforce Board Office, 4057-A Gallia Pike, Franklin Furnace, OH
Virtual Option: <https://us02web.zoom.us/j/82365062552?pwd=zYWkjE2mtY63FzFls4SzeeOQ4T4YBN.1>

I. Call to Order & Roll Call

II. Approval of Previous Meeting Minutes

Motion made by _____, Seconded by _____

III. Standard Reports

1. Monthly Reports
2. Fiscal Reports
3. WIOA Monitoring Reports

IV. Updates

1. Tri-State Apprenticeship Consortium—ARISE Grant Application
2. AI Fundamentals and Applications in Workforce Development Training

V. Action Items (motions required)

- | | |
|---------------------------------|---|
| 1. OMJ Centers Recertifications | Motion made by _____, Seconded by _____ |
| 2. WIOA County Subgrants | Motion made by _____, Seconded by _____ |
| 3. GRIT Subgrant from ODJFS | Motion made by _____, Seconded by _____ |
| 4. RFQ GRIT Summer Training | Motion made by _____, Seconded by _____ |
| 5. GRIT MOU-Bright Local | Motion made by _____, Seconded by _____ |
| 6. GRIT MOU-SCCTC | Motion made by _____, Seconded by _____ |
| 7. Revised Lease -Adams Co | Motion made by _____, Seconded by _____ |
| 8. Adopt 2026 Meeting Dates | Motion made by _____, Seconded by _____ |

VII. New/Old Business

VIII. Adjournment

Motion made by _____, Seconded by _____

Next Meeting: Wednesday, January 28, 2026

Workforce Development Board #1

Meeting Minutes

Date: September 24, 2025

Location: 4057A Gallia Pike, Franklin Furnace, OH 45629 and Online via Zoom

Attendance

Board Members Present: Kyle Copley, Joe Dillow, Chuck Taylor, Tim Grooms, Trampas Puckett, Jeff Hamilton, Josh Renison, Matt Louanglath, Holly Johnson

Staff Present: Crystal Keaton, Michelle Cutlip, Dwayne Alexander, Sarah Carver

Guests: Toni Moore, Lisa Pfeifer, Nikki Atkins, Joseph Pratt, Bryn Stepp, Lisa Tumbleson-Davis, Luanne Valentine, Susan Huff, Mindy Purpero, Debora Plymail, Cindy Lindamood, Sarah Redoutey, Sonya Godfrey

Call to Order and Roll Call

The meeting was called to order and roll call conducted with quorum confirmed by Board Chair, Holly Johnson. Board members were thanked for turning on their cameras to facilitate recognition.

Approval of Minutes

Board members reviewed the minutes from the previous meeting, June 11, 2025. No corrections were proposed.

A motion to approve the minutes was made by Josh Renison, seconded Trampas Puckett, and carried unanimously.

Monthly Reports

WIOA Participant Counts and Program Updates

- Participant counts currently show 85 in Adams County, 104 in Brown County, 409 in Pike, and 331 in Scioto, with the higher numbers in Scioto influenced by the concluded car repair program.
- The car repair program and the Fresh Start grant are coming off the active reporting list as these grants have ended.
- OMJ Center customer traffic totaled 1,057 visits for July and August with 613 unique clients (95 new, 518 returning, 17 veterans).
- RESEA special grant (month nine) shows 256 selected participants, 237 completing initial assessments, 223 completing the full program for a 94.1% completion rate. Dwayne Alexander working part-time on this grant with Sarah Carver.
- Business Resource Network served 154 businesses in July and August; only two businesses identified at risk, and three are involved in on-the-job contracts through OMJ. No GRIT project data released yet for this program year pending signed sub-grant agreement with ODJFS.

- Unemployment pilot data through May indicates 721 individuals served in-person and online, with increased traffic from Pixel layoffs largely at Pike County OMJ office. Rapid response funding for Pixel layoffs recently awarded to Ohio.

Fiscal Reports

- Current program year (July to October) funding has been received with October funds now allocated to counties for use starting October 1.
- GRIT Project 3.0 is in liquidation, awaiting sub-grant agreement release for GRIT 4.0 including \$20 million funding. GRIT 4.0 sub-grant expected within two weeks.

WIOA Reauthorization and Legislative Updates

- Ongoing discussions on WIOA reauthorization include concepts like MASA (Making America Skilled Again) and community block grants.
- Current House continuing resolution includes zeroing out WIOA adult funds, but this is not expected to advance. Updates will be provided periodically.

Auditor of State Updates

- Cybersecurity program requirements from Auditor of State will be addressed by January 1 with possible group vendor engagement coordinated by Ohio Workforce Association.
- Board members required to complete public records training; Michelle Cutlip authorized to attend on behalf of board members by October 1 if requested via email with legal name and title.
- CAO Scioto County compiling a two-year audit (2023-24) with Hinkle report submission in progress.

Monitoring Reports

- Recent monitoring included CCMEP in Brown County, Dislocated Worker and Car Repair Program oversight, and youth and adult program monitoring with active corrective actions completed and accepted.
- Current monitoring for CCMEP and fiscal monitoring in Pike County ongoing, expected to conclude by end of week with reports expected in early October.

Labor Market Information

- Provided reports on Ohio construction industry and truck driver workforce highlights, along with county-level employment and wage data reflecting healthcare, manufacturing, and construction as leading sectors locally and statewide.

Board Action Items and Motions

1. Approval of Regional WIOA Plan

- The plan focusing on oversight of OMJ centers, integration of programs, GRIT project inclusion, and fiscal oversight was presented for 30-day review and approval.
- Joe Dillow made a motion to approve the plan. Matt Louanglath seconded the motion.
- Motion to approve the WIOA regional plan carried unanimously.

1. Labor Exchange Policy Approval

- New policy implementing quality controls for job postings on OhioMeansJobs.com including review for legal postings, pay rates guidance, and documentation requirements was presented.
- Matt Louanglath made a motion to approve the policy. Joe Dillow seconded the motion.
- Motion to approve the labor exchange policy carried unanimously.

1. GRIT 4.0 MOUs Authorization

- Resolution to authorize the director to execute MOUs allocating GRIT Project Training funds to 16 listed partner agencies across Appalachian counties for July 1, 2025, through June 30, 2027. Training funds constitute at least 52% of allocations.
- Trampas Puckett made a motion to approve the GRIT MOU. Matt Louanglath seconded the motion.
- Motion to authorize director to execute MOUs carried unanimously.

1. Lease Extensions for Remote Work Centers

- Lease extension approval sought for three remote work centers under GRIT project in Waverly (\$3,000/month), West Union (\$1,200/month), and Bird Township (\$1,960/month plus internet).
- Matt Louanglath made a motion to approve the lease extensions. Trampas Puckett seconded the motion.
- Motion to approve lease extensions carried unanimously.

1. GRIT Career Navigation Provider Contract Extension

- Extension of contract with Future Plans for career navigation services in schools and community action areas for a second year option with no reprourement required.
- Motion to approve contract extension carried unanimously.

1. Foundation for the Trades Budget and Contract

- Proposal to continue funding pre-apprenticeship cohorts 13 through 18 over two years (\$754,932) using GRIT funds, supporting various trade sectors including electrical, operating engineers, bricklayers, and plumbers.
- Board members involved in training-related organizations abstained as appropriate (Matt Louanglath & Joe Dillow).

- Trampas Puckett made a motion to approve the Foundation for the Trades Budget and Contract. Josh Renison seconded the motion.
- Motion to approve budget carried.

Other Business and Updates

- Introduction of new One-Stop Operator Nikki Atkins, who commenced recent duties and will lead center recertification efforts. Board members will be contacted for participation on certification committee.
- Apprenticeship Talk summit scheduled for November 7 in Marietta; board members and businesses encouraged to attend with potential travel assistance available.
- Tri-State consortium applying for ARISE grant for apprenticeship expansion; Workforce Area 1 counties awarded ARC Inspire grant for recovery employment services (\$500,000).

Next Meeting

Scheduled for Wednesday, November 19, 2025, at 10:00 a.m.

Adjournment

A motion to adjourn was made by Trampas Puckett, Matt Louanglath seconded the motion, motion approved.

Minutes respectfully prepared by Michelle Cutlip
Administrative Assistant, Workforce Development Area 1

Holly Johnson _____ 11/19/25

Michelle Cutlip _____ 11/19/25

Number of total surveys conducted July 1, 2025 - Oct. 31, 2025	0											
Number of Businesses (At Risk) July 1, 2025 -Oct. 31, 2025	0											
Number of Follow Up all Businesses	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Number of Follow -up Businesses Reporting Growth	84	70	68	56								
Number of Follow-up Businesses Reporting At Risk	84	68	66	56								
Number of On The Job Training Contracts	0	2	2	0								
Number of Job Posting & Resume Screenings	0	0	0	0								
Number of Workshops	87	78	96	64								
Number of On-Site Assessments	2	1	2	2								
Number of Active Trainings												
Number of Adult/Youth Work Experiences	72	70	66	68								
Number of Non-BRN Businesses Services	15	20	27	30								

RESEA Program Performance: Jan. 1, 2025 – Nov. 2, 2025

Performance Metric	Actual (Year-to-Date)	Goal (Year-to-Date)	Percentage of Goal Met
Initial Appointments Completed	277	200	138.5%
Subsequent Appointments Completed	262	160	163.75%

UI Pilot Program - Jan. 1, 2025 to Sept. 30, 2025

Category	Total
Initial Apps	464
Additional/Reopen	267
Continued Weeks	842
Total Issues	613
Meaningful Assistance	2,520
Total Calls Transferred (outside of worker's scope)	1,317
Training Hours	32
In Person Helped (OMJ Walk-in's)	1,991
Total Calls (through UI system)	4,032

CFIS Web
LAW01 - CAO Of Scioto County, Inc.
Over/Under Reconciliation

Sub-Area: All
Quarter Ending: September 2025
Report Option: Aggregated

Grant	End Date/ Liquidation	Budget		Draw		Financials by Account Type				Ceiling Excess	(Over) /Under
		Allocation	Available to Expend	Drawn	Available to Draw	Revenue Account=4..	Disbursements Account=5..	Adjustments Account=8..	Total		
NDWG Opioid Fresh Start Inc 2 Admin	03/2025	58,518.45	0.00	58,518.45	0.00	0.00	58,518.45	0.00	58,518.45	0.00	0.00
	03/2025	82,645.89	1,553.26	81,092.63	1,553.26	0.00	81,092.63	0.00	81,092.63	0.00	0.00
	03/2025										
	Total:	141,164.34	1,553.26	139,611.08	1,553.26	0.00	139,611.08	0.00	139,611.08	0.00	0.00
NDWG Opioid Fresh Start Inc 2 Program	03/2025	526,661.03	0.00	526,661.03	0.00	0.00	526,661.03	0.00	526,661.03	0.00	0.00
	03/2025	743,814.04	0.00	743,814.04	0.00	0.00	743,814.04	0.00	743,814.04	0.00	0.00
	03/2025										
	Total:	1,270,475.07	0.00	1,270,475.07	0.00	0.00	1,270,475.07	0.00	1,270,475.07	0.00	0.00
RESEA Admin	09/2025	8,694.14	0.00	8,694.14	0.00	0.00	8,694.14	0.00	8,694.14	0.00	0.00
	09/2025										
	09/2025	4,067.00	0.00	4,067.00	0.00	0.00	4,067.00	0.00	4,067.00	0.00	0.00
	09/2025	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	0.00	0.00
PY23A RESEA Redistribution Admin	06/2026	7,443.00	0.00	7,443.00	0.00	0.00	7,443.00	0.00	7,443.00	0.00	0.00
	06/2026										
	06/2026	5,000.00	3,122.64	5,000.00	0.00	0.00	1,877.36	0.00	1,877.36	0.00	(3,122.64)
	09/2025	6,313.24	6,313.24	0.00	6,313.24	0.00	0.00	0.00	0.00	0.00	0.00
PY23B RESEA Outcome Payment Admin	09/2025										
	09/2025										
	09/2025										
	09/2025										
PY24 RESEA Admin	06/2026	7,443.00	0.00	7,443.00	0.00	0.00	7,443.00	0.00	7,443.00	0.00	0.00
	06/2026										
	06/2026	5,000.00	3,122.64	5,000.00	0.00	0.00	1,877.36	0.00	1,877.36	0.00	(3,122.64)
	09/2025	6,313.24	6,313.24	0.00	6,313.24	0.00	0.00	0.00	0.00	0.00	0.00
PY25 RESEA Admin	09/2025										
	09/2025										
	09/2025										
	09/2025										
RESEA Program	06/2025	37,517.38	9,435.88	31,204.14	6,313.24	0.00	28,081.50	0.00	28,081.50	0.00	(3,122.64)
	09/2025										
	09/2025	78,247.22	0.00	78,247.22	0.00	0.00	78,247.22	0.00	78,247.22	0.00	0.00
	09/2025	36,603.00	0.00	36,603.00	0.00	0.00	36,603.00	0.00	36,603.00	0.00	0.00
PY23B RESEA Outcome Payment Program	09/2025	54,000.00	0.00	54,000.00	0.00	0.00	54,000.00	0.00	54,000.00	0.00	0.00
	09/2025										
	09/2025										
	09/2025										

CFIS Web
LAW01 - CAO Of Scioto County, Inc.
Over/Under Reconciliation

Sub-Area: All
Quarter Ending: September 2025
Report Option: Aggregated

Grant	End Date/ Liquidation	Budget		Draw		Financials by Account Type				Ceiling Excess	(Over) /Under
		Allocation	Available to Expend	Drawn	Available to Draw	Revenue Account=4...	Disbursements Account=5...	Adjustments Account=8...	Total		
PY24 RESEA Program	06/2026 06/2026	66,991.00	0.00	66,991.00	0.00	0.00	66,991.00	0.00	66,991.00	0.00	0.00
PY24A RESEA Redistribution Program	06/2026 06/2026	45,000.00	36,968.67	40,915.58	4,084.42	0.00	8,031.33	0.00	8,031.33	0.00	(32,884.25)
PY25 RESEA Program	09/2026 09/2026	56,819.15	56,819.15	0.00	56,819.15	0.00	0.00	0.00	0.00	0.00	0.00
Total:		337,660.37	93,787.82	276,756.80	60,903.57	0.00	243,872.55	0.00	243,872.55	0.00	(32,884.25)
WIOA Adult Admin											
PY23 Adult Admin	06/2025 09/2025	15,852.00	0.00	15,852.00	0.00	0.00	15,852.00	0.00	15,852.00	0.00	0.00
FY24 Adult Admin	06/2025 09/2025	64,750.00	0.00	64,750.00	0.00	0.00	64,750.00	0.00	64,750.00	0.00	0.00
PY24 Adult Admin	06/2026 09/2026	16,635.00	4,225.32	16,635.00	0.00	0.00	12,409.68	0.00	12,409.68	0.00	(4,225.32)
FY25 Adult Admin	06/2026 09/2026	67,984.00	3,074.36	67,984.00	0.00	0.00	64,909.64	0.00	64,909.64	0.00	(3,074.36)
PY25 Adult Admin	06/2027 09/2027	14,209.00	14,209.00	14,209.00	0.00	0.00	0.00	0.00	0.00	0.00	(14,209.00)
Total:		179,430.00	21,508.68	179,430.00	0.00	0.00	157,921.32	0.00	157,921.32	0.00	(21,508.68)
WIOA Adult Program											
PY23 Adult Program	06/2025 09/2025	142,672.00	100.00	142,672.00	0.00	0.00	142,572.00	0.00	142,572.00	0.00	(100.00)
FY24 Adult Program	06/2025 09/2025	582,748.00	0.00	582,748.00	0.00	0.00	582,748.00	0.00	582,748.00	0.00	0.00
PY24 Adult Program	06/2026 09/2026	149,720.00	17,229.31	111,912.52	37,807.48	0.00	132,490.69	0.00	132,490.69	0.00	20,578.17
FY25 Adult Program	06/2026 09/2026	611,857.00	342,385.05	248,172.64	363,684.36	0.00	269,471.95	0.00	269,471.95	0.00	21,299.31
PY25 Adult Program	06/2027 09/2027	127,882.00	115,738.67	3,980.52	123,901.48	0.00	12,143.33	0.00	12,143.33	0.00	8,162.81
Total:		1,614,879.00	475,453.03	1,089,485.68	525,393.32	0.00	1,139,425.97	0.00	1,139,425.97	0.00	49,940.29
WIOA Dislocated Worker Admin											

Sub-Area: All
Quarter Ending: September 2025
Report Option: Aggregated

Grant	End Date/ Liquidation	Budget		Draw		Financials by Account Type				Ceiling Excess	(Over) /Under
		Allocation	Available to Expend	Drawn	Available to Draw	Revenue Account=4..	Disbursements Account=5..	Adjustments Account=8..	Total		
PY23 Dislocated Worker Admin	06/2025 09/2025	12,363.00	0.00	12,363.00	0.00	0.00	12,363.00	0.00	12,363.00	0.00	0.00
FY24 Dislocated Worker Admin	06/2025 09/2025	51,752.00	0.00	51,752.00	0.00	0.00	51,752.00	0.00	51,752.00	0.00	0.00
PY24 Dislocated Worker Admin	06/2026 09/2026	16,596.00	1,380.20	16,596.00	0.00	0.00	15,215.80	0.00	15,215.80	0.00	(1,380.20)
FY25 Dislocated Worker Admin	06/2026 09/2026	66,044.50	0.00	66,044.50	0.00	0.00	66,044.50	0.00	66,044.50	0.00	0.00
PY25 Dislocated Worker Admin	06/2027 09/2027	12,589.00	12,589.00	4,895.68	7,693.32	0.00	0.00	0.00	0.00	0.00	(4,895.68)
Total:		159,344.50	13,969.20	151,651.18	7,693.32	0.00	145,375.30	0.00	145,375.30	0.00	(6,275.88)
WIOA Dislocated Worker Program											
PY23 Dislocated Worker Program	06/2025 09/2025	111,265.00	0.00	111,265.00	0.00	0.00	111,265.00	0.00	111,265.00	0.00	0.00
FY24 Dislocated Worker Program	06/2025 09/2025	465,768.00	0.00	465,768.00	0.00	0.00	465,768.00	0.00	465,768.00	0.00	0.00
PY24 Dislocated Worker Program	06/2026 09/2026	149,365.00	0.00	149,365.00	0.00	0.00	149,365.00	0.00	149,365.00	0.00	0.00
FY25 Dislocated Worker Program	06/2026 09/2026	594,399.50	31,752.00	456,862.75	137,536.75	0.00	562,647.50	0.00	562,647.50	0.00	105,784.75
PY25 Dislocated Worker Program	06/2027 09/2027	113,300.00	109,208.84	0.00	113,300.00	0.00	4,091.16	0.00	4,091.16	0.00	4,091.16
Total:		1,434,097.50	140,960.84	1,183,260.75	250,836.75	0.00	1,293,136.66	0.00	1,293,136.66	0.00	109,875.91
Non-Formulary Grants											
Not Subject to Allocation-CCMEP-Local 100%		0.00	811,654.87	0.00	0.00	(811,654.87)	0.00	0.00	(811,654.87)	0.00	0.00
Not Subject to Allocation-LOCAL-100%		0.00	122,734.00	0.00	0.00	(122,734.00)	0.00	0.00	(122,734.00)	0.00	0.00
NDWG-Opioid Fresh Start Admin	03/2025 03/2025	0.00	984,011.66	0.00	0.00	(1,194,493.05)	210,481.39	0.00	(984,011.66)	0.00	0.00
NDWG-Opioid Fresh Start Program	03/2025 03/2025	0.00	5,956,540.42	0.00	0.00	(10,036,481.01)	4,079,940.59	0.00	(5,956,540.42)	0.00	0.00
		66,638.00	0.00	66,638.00	0.00	0.00	66,638.00	0.00	66,638.00	0.00	0.00
		599,747.00	0.00	599,747.00	0.00	0.00	599,747.00	0.00	599,747.00	0.00	0.00

CFIS Web
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NDWG - Quest Admin	06/2025 09/2025	9,704.00	132.97	9,704.00	0.00	0.00	9,571.03	0.00	9,571.03	0.00	(132.97)
NDWG - Quest Program	06/2025 09/2025	87,334.00	72,164.44	15,169.56	72,164.44	0.00	15,169.56	0.00	15,169.56	0.00	0.00
OMJ Branding	06/2025 06/2025	17,000.00	228.71	16,771.29	228.71	0.00	16,771.29	0.00	16,771.29	0.00	0.00
PY23 CCMEP WIOA Youth Admin	06/2025 09/2025	80,196.00	0.00	80,196.00	0.00	0.00	80,196.00	0.00	80,196.00	0.00	0.00
PY23 CCMEP WIOA Youth program	06/2025 09/2025	721,766.00	0.00	721,766.00	0.00	0.00	721,766.00	0.00	721,766.00	0.00	0.00
PY24 CCMEP WIOA Youth Admin	06/2026 09/2026	84,445.00	20,600.02	84,445.00	0.00	(557.73)	64,402.71	0.00	63,844.98	0.00	(20,600.02)
PY24 CCMEP WIOA Youth Program	06/2026 09/2026	760,010.00	358,510.56	422,745.13	337,264.87	0.00	401,499.44	0.00	401,499.44	0.00	(21,245.69)
SFY25 OMJ Center Resource Sharing (JFSCES24)	06/2025 09/2025	63,889.34	30,466.36	33,432.98	30,466.36	0.00	33,432.98	0.00	33,432.98	0.00	0.00
SFY25 OMJ Center Resource Sharing (JFSCRP24)	06/2025 09/2025	1,466.20	699.07	767.13	699.07	0.00	767.13	0.00	767.13	0.00	0.00
SFY25 OMJ Center Resource Sharing (JFSCRT23)	06/2025 09/2025	733.10	349.53	383.57	349.53	0.00	383.57	0.00	383.57	0.00	0.00
SFY25 OMJ Center Resource Sharing (JFSSFW24)	06/2025 09/2025	4,391.54	2,093.82	2,297.72	2,093.82	0.00	2,297.72	0.00	2,297.72	0.00	0.00
SFY25 State Special Projects	06/2025 09/2025	2,729,290.00	19,893.09	2,686,942.82	32,347.18	0.00	2,709,396.91	0.00	2,709,396.91	0.00	12,454.09
SFY25 State Special Projects Admin	06/2025 09/2025	303,254.00	9,358.93	297,429.67	5,824.33	(10,786.32)	304,691.39	0.00	293,895.07	0.00	(3,534.60)
PY25 CCMEP WIOA Youth Admin	06/2027 09/2027	72,522.00	72,522.00	23,939.21	48,582.79	0.00	0.00	0.00	0.00	0.00	(23,939.21)
PY25 CCMEP WIOA Youth Program	06/2027 09/2027	652,699.00	633,973.89	12,815.09	639,883.91	0.00	18,725.11	0.00	18,725.11	0.00	5,910.02
Total:		6,255,095.18	9,095,934.34	5,085,190.17	1,169,905.01	(12,176,716.98)	9,335,877.82	0.00	(2,840,839.16)	0.00	(51,088.38)
Total:		11,429,663.34	9,852,603.05	9,407,064.87	2,022,598.47	(12,176,716.98)	13,753,777.27	0.00	1,577,060.29	0.00	44,936.37
Grand Total:		11,429,663.34	9,852,603.05	9,407,064.87	2,022,598.47	(12,176,716.98)	13,753,777.27	0.00	1,577,060.29	0.00	44,936.37

**Local Area 1/Brown County
Summary of Data Validation Review
Program Year 2024**

Training and Employment Guidance Letter WIOA No. 23-19, Change 2 states in part:

Data validation is a series of internal controls or quality assurance techniques established to verify the accuracy, validity, and reliability of data. Establishing of a shared data validation framework that requires a consistent approach across programs ensures that all program data consistently and accurately reflect the performance of each grant recipient.”

PIRL Code and Name	Total Number of Failed Data Elements	PIRL Code and Name	Total Number of Failed Data Elements
200 Date of Birth	0	704 Foster Care Youth Status at Program Entry	0
202 Individual with Disability	0	800 Homeless Participant Homeless Children and Youths, or Runaway Youth at Program Entry	0
301 Eligibility Veteran Status	0	801 Ex-Offender Status at Program Entry	0
401 UC Eligibility Status*	0	802 Low Income Status at Program Entry	0
402 Long-Term Unemployment at Program Entry	0	803 English Language Learner at Program Entry	0
409 School Status at Program Entry	0	804 Basic Skills Deficient/Low Levels of Literacy at Program Entry	0
410 Date of Actual Dislocation*	0	806 Single Parent at Program Entry	0
600 Temporary Assistance to Needy Families (TANF)	0	807 Displaced Homemaker at Program Entry	0
601 Exhausting TANF Within 2 Years	0	808 Eligible Migrant and Seasonal Farmworker Status	0
602 Supplemental Security Income (SSI)/Social Security Disability Income (SSDI)	0	900 Date of Program Entry	0
603 Supplemental Nutrition Assistance Program (SNAP)	0	901 Date of Program Exit	0
604 Other Public Assistance Recipient	0	906 Date of First WIOA Youth Service	0
701 Pregnant or Parenting Youth	0	907 Recipient of Incumbent Worker Training	0
702 Youth Who Needs Additional Assistance	0	908 Rapid Response	0

PIRL Code and Name	Total Number of Failed Data Elements	PIRL Code and Name	Total Number of Failed Data Elements
923 Other Reasons for Exit	0	1308 Date Completed, or Withdrew from, Training #1	0
1001 Date of First Basic Career Service (Staff-Assisted)	0	1309 Date Entered Training #2	0
1002 Most Recent Date Received Basic Career Services (Self-Service)	0	1310 Type of Training Service #2	0
1003 Most Recent Date Received Basic Career Services (Staff-Assisted)	0	1311 Occupational Skills Training Code #2	0
1004 Date of Most Recent Career Services	0	1312 Training Completed #2	0
1005 Most Recent Date Received Staff-Assisted Services	0	1313 Date Completed, or Withdrew from, Training #2	0
1006 Date Referred to Department of Veterans Affairs Vocational Rehabilitation and Employment Program	0	1314 Date Entered Training #3	0
1007 Date of Most Recent Reportable Individual Contact	0	1315 Type of Training Service #3	0
1200 Date of First Individual Career Service	0	1316 Occupational Skills Training Code #3	0
1201 Most Recent Date Received Individual Career Service	0	1317 Training Completed #3	0
1202 Date Individual Employment Plan Created*	0	1318 Date Completed, or Withdrew from, Training #3	0
1205 Type of Work Experience	0	1319 Established Individual Training Account (ITA)	0
1206 Date Received Financial Literacy Services	0	1332 Participated in Postsecondary Education During Program Participation	0
1211 Transitional Jobs	0	1401 Enrolled in Secondary Education Program	0
1300 Received Training	0	1402 Most Recent Date Received Educational Achievement Services	0
1302 Date Entered Training #1	0	1403 Most Recent Date Received Alternative Secondary School Services	0
1303 Type of Training Service #1	0	1405 Most Recent Date Received Work Experience	0
1306 Occupational Skills Training Code #1	0	1406 Date Enrolled in Post Exit Education or Training Program Leading to a Recognized Postsecondary Credential	0
1307 Training completed #1	0	1407 Most Recent Date Received Education Offered Concurrently with Workforce Preparation	0

PIRL Code and Name	Total Number of Failed Data Elements	PIRL Code and Name	Total Number of Failed Data Elements
1408 Most Recent Date Received Leadership Development Opportunities	0	1607 Type of Employment Match 4 th Quarter After Exit Quarter	0
1409 Most Recent Date Received Supportive Services	0	1608 Employment Related to Training (2 nd Quarter After Exit)	0
1410 Most Recent Date Received Adult Mentoring Services	0	1610 Occupational Code	0
1411 Most Recent Date Received Comprehensive Guidance/Counseling Services	0	1611 Entered Non-Traditional Employment	0
1412 Most Recent Date Received Youth Follow-up Services	0	1612 Occupational Code of Employment 2 nd Quarter After Exit Quarter	0
1413 Most Recent Date Youth Received Entrepreneurial Skills Training	0	1613 Occupational Code of Employment 4 th Quarter After Exit Quarter	0
1414 Most Recent Date Youth Received Services that provide labor market information and employment information	0	1614 Industry Code of Employment 1 st Quarter After Exit Quarter	0
1415 Most Recent Date Youth Received Postsecondary transition and preparatory activities	0	1615 Industry Code Employment 2 nd Quarter After Exit Quarter	0
1500 Received Needs-Related Payments	0	1616 Industry Code of Employment 3 rd Quarter After Exit Quarter	0
1535.28 Received Needs-Related Payments	0	1617 Industry Code of Employment 4 th Quarter After Exit Quarter	0
1600 Employed in 1st Quarter After Exit Quarter	0	1618 Retention with the same employer in the 2 nd Quarter and the 4 th Quarter	0
1601 Type of Employment Match 1 st Quarter After Exit Quarter	0	1700 Wages 3 rd Quarter Prior to Participation Quarter	0
1602 Employed in 2nd Quarter After Exit Quarter	0	1701 Wages 2 nd Quarter Prior to Participation Quarter	0
1603 Type of Employment Match 2 nd Quarter After Exit Quarter	0	1702 Wages 1 st Quarter Prior to Participation Quarter	0
1604 Employed in 3rd Quarter After Exit Quarter	0	1703 Wages 1 st Quarter After Exit Quarter	0
1605 Type of Employment Match 3 rd Quarter After Exit Quarter	0	1704 Wages 2nd Quarter After Exit Quarter	0
1606 Employed in 4th Quarter After Exit Quarter	0	1705 Wages 3 rd Quarter After Exit Quarter	0

PIRL Code and Name	Total Number of Failed Data Elements	PIRL Code and Name	Total Number of Failed Data Elements
1706 Wages 4 th Quarter of Exit Quarter	0	1810 Date of Most Recent Measurable Skill Gains: Skills Progression	0
1800 Type of Recognized Credential	0	1811 Date Enrolled During Program Participation in an Education or Training Program Leading to a Recognized Postsecondary Credential or Employment	0
1801 Date Attained Recognized Credential	0	1813 Date Completed, During Program Participation in an Education or Training Program Leading to a Recognized Postsecondary Credential or Employment	0
1802 Type of Recognized Credential #2	0	1900 Youth 2 nd Quarter Placement	0
1803 Date Attained Recognized Credential #2	0	1901 Youth 4 th Quarter Placement	0
1804 Type of Recognized Credential #3	0	1902 Category of Assessment #1	0
1805 Date Attained Recognized Credential #3	0	2001 Date of Completion of DWG Services	0
1806 Date of Most Recent Measurable Skill Gains: EFL	0	2002 Employed at Completion of DWG Services	0
1807 Date of Most Recent Measurable Skill Gains: Postsecondary Transcript/Report Card	0	2004 Received Services Through a Disaster Recovery Dislocated Worker Grant	0
1808 Date of Most Recent Measurable Skill Gains: Secondary Transcript/Report Card	0	2700 Social Security Number (DWG)	0
1809 Date of Most Recent Measurable Skill Gains: Training Milestone	0		

* Note: Due to state system transition, PIRLS 401, 410 and 1202 were not included when determining whether these results constituted a significant or non-significant observation.

In Brown County, we reviewed ten (10) adult and ten (10) youth files to verify and validate the case file information compared with what was reported in ARIES.

This report constitutes a non-significant observation.

To conclude this review, please sign and return this report.

Signed:

Crystal Keaton

Name

Crystal Keaton

Workforce Board Director

11/13/25

Date



Workforce Development Board Area 1

4057-A Gallia Pike
Franklin Furnace, OH 45629
(740) 259-6943

Crystal Keaton, Executive Director
Holly Johnson, Board Chair

www.omjwda1.org

Executive Summary Report: GRIT Project Final Progress Report FY24-25

Submitted by Crystal Keaton

09/30/2025

This document summarizes the final progress report for the GRIT Project (Grant Control No. DEV-GR-2023) funded by the Ohio Department of Development, Governor's Office of Appalachia. The two-year special project was awarded \$19 million to expand the Growing Rural Independence Together (GRIT) program across Ohio's 32 Appalachian counties and similar rural areas.

Core Objectives

Three primary objectives drove this initiative:

- **Workforce Development & Training:** Provide comprehensive assessments, coaching, and career planning for secondary students and unemployed/underemployed adults (annual target: 9,000 individuals)
- **Infrastructure Development:** Establish and maintain at least five Virtual/Remote Job Centers
- **Business Engagement:** Assist 50 local businesses annually through workforce-ready activities

Key Accomplishments

1. Workforce Development

- The GRIT 5-step process (Assess, Coach, Discover, Prepare, Place) was delivered in partnership with our regional partners: Future Plans Assessments: 19,762 completed (averaging 9,881 annually), exceeding the two-year target of 18,000
- Reach: Secondary students via 50+ high schools and career technical centers; adults through corrections facilities, recovery centers, post-secondary providers, and employers
- Career Coaching: Each participant received individualized coaching to translate assessment results into actionable career plans
- Summer Training: 543 participants over two years with 90% completion rate and 361 credentials earned
 - Year-over-Year Growth: 14% increase in participation, 6-point completion rate improvement, 10-point credential pass rate increase
 - Training Fields: Healthcare (CNA, Phlebotomy, EKG, EMT), Skilled Trades (Welding, HVAC, Heavy Equipment), Technology (Ethical Hacking, Drone Tech)



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Adams, Brown, Pike & Scioto Counties

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Locations: Adams County

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Winchester, OH 45697

937-695-0316
800-233-7891

Brown County

406 W. Plum Street
Georgetown, OH 45121

937-795-0316
800-553-7393 Ext 261

Pike County

941 Market Street
Pikeeton, OH 45661

740-289-2371

Scioto County

433 Third Street
Portsmouth, OH 45662

740-354-7544

- Partner Institutions: Shawnee State University, Belmont College, Hocking College, and regional career technical centers
- Foundations for the Trades Pre-Apprenticeship:
 - 16-week evening program across six trades
 - 74 participants completed; 70 secured employment (94.6% placement rate)
- Career Navigator Project:
 - \$405,000 investment placed 19 navigators across 28 schools in 13 counties
 - 3,713 students assessed; 1,993 (64%) received coaching
 - 52% of coached students adjusted career choices based on results
 - 2,878 students connected to internships and credentialing programs

2. Infrastructure Development

- Five Virtual/Remote Job Centers Established:
 - West Union, Pike Outreach, Byrd Township, Western-Pike Community Workforce Center, and Bright Local School District
 - These centers address rural broadband and transportation barriers by providing high-speed internet, computers, and professional equipment for virtual training, remote interviews, and remote work opportunities.
 - Services Provided:
 - Career navigation, coaching, and barrier assessment
 - Digital literacy training and remote work readiness coaching
 - Resume/interview preparation and virtual job fairs
 - Technology access including private rooms for interviews
 - Youth career exploration and business recruitment support
 - Impact: Expands access to higher-wage remote roles across Ohio and nationally while creating permanent community assets that bridge the digital divide.

3. Business Engagement

- Performance:
 - 142 businesses served over two years (averaging 50+ annually)
- Services Delivered:

- Customized recruitment (General Mills: hired 127 employees in 90 days for \$21.2M expansion)
- Data-driven candidate matching using Future Plans assessment data
- On-the-Job Training and Incumbent Worker Training contracts (up to 50% wage reimbursement)
- Retention solutions (Seal-Tite Manufacturing: 100% retention with GRIT-supported hires vs. prior <50% rate)
- Remote work transition consulting and talent pipeline development
- Collaboration through BESTOhio (manufacturing sector partnership), Chambers of Commerce, and economic development agencies

Project Impact

- Participants: Provided personalized pathways to economic self-sufficiency with higher-than-average retention rates, particularly for adults in recovery. Youth gained career clarity and tangible credential.
- Communities: Bridged the digital divide through permanent Virtual/Remote Job Centers and built a unified support network integrating schools, treatment courts, and community agencies.
- Regional Economy: Solved critical business challenges, positioned the region to attract major industrial investment, and diversified the economic base by preparing residents for high-wage remote careers.

Challenges & Lessons Learned

Key challenges included geographic isolation, complex participant barriers, employer hesitancy, and achieving scale. These were addressed through Virtual Job Centers, holistic trauma-informed coaching, financial incentives, and deep operational integration with our partners.

- Critical Lessons:
 - Intensive one-on-one coaching is the most transformative element
 - Equal focus across all five GRIT steps prevents bottlenecks
 - Infrastructure investment is essential for rural digital economy participation
 - Deep operational integration with partners outperforms surface-level collaboration
 - Lead business engagement with data-driven solutions, not social mission appeals

Financial Summary

- Total grant: \$19,000,000 fully expended with one strategic reallocation.
- A total of \$922,500 (4% of budget) was shifted from Operations to Virtual Job Centers due to inflation-driven construction cost increases. This ensured completion of essential infrastructure while achieving operational efficiencies through virtual service delivery.
- All funds were managed through a dedicated, segregated account by our fiscal agent (CAO of Scioto County, Inc.) in full compliance with OMB Uniform Guidance and state/federal requirements.
- Monthly budget monitoring, quarterly board oversight, and audit-ready documentation ensured transparency and accountability throughout the grant period.

Budget vs. Actual Expenditure:

Budget Category	Approved Budget	Actual Expenditure	Variance
Youth Assessments	\$3,685,000	\$3,685,000	\$0
Youth Career Services	\$2,520,000	\$2,520,000	\$0
Adult Assessments	\$2,727,600	\$2,727,600	\$0
Adult Career Services	\$2,000,000	\$2,000,000	\$0
Virtual Job Centers	\$2,000,000	\$2,922,500	+\$922,500
Operations	\$6,067,400	\$5,144,900	-\$922,500
Total	\$19,000,000	\$19,000,000	\$0

AI FUNDAMENTALS AND APPLICATIONS IN WORKFORCE DEVELOPMENT

- Large Language Models 101
- Ethical use and privacy practices; including PII guardrails
- Prompt writing fundamentals
- Hands-on practice with tools
- practical workflows aligned to job seeker and business services scenarios

Training sponsored by
Workforce Board Area 1



Trainers are Innovative Consulting





Workforce Development Board Area 1

4057-A Gallia Pike
Franklin Furnace, OH 45629
(740) 259-6943

Crystal Keaton, Executive Director
Holly Johnson, Board Chair

www.omjwda1.org

TO: Nicole Adkins, OhioMeansJobs Operator

FROM: Crystal Keaton, Workforce Development Board Area 1 Director

CC: Coretta Pettway, ODJFS/OWD Deputy Director; Dan Wickerham, Executive Director ABCAP

DATE:

SUBJECT: OhioMeansJobs Area 1 Centers Recertification Completion

Workforce Development Board Area 1 (WDB1) has completed the OhioMeansJobs Recertification process. The process required WDB1's four (4) OhioMeansJobs Centers in Adams, Brown, Pike and Scioto Counties to be reviewed and recertified as OhioMeansJobs Centers. It is with great pleasure to inform you that our system's centers all successfully met requirements to be recertified. Our One-Stop Certification Committee was pleased with their visit to each center and the work being performed by partner staff. There were no further actions or activities required at this time to meet the Recertification process. WDB1 will submit this memo along with form JFS 00514 to OWD via wioaqna@jfs.ohio.gov.

A special thank you to the One-Stop Certification Committee for your dedication to this process. Committee members: Holly Johnson (Board Chair WDB1/AEP Ohio), Michelle Cutlip (WDB 1 Staff), Jeff Hamilton (Shawnee State University), Chuck Taylor (R&R Tool) and Tim Grooms (First State Bank).

Attachments:
JFS 00514



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433 Third Street
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SUBRECIPIENT AGREEMENT

Workforce Innovative Opportunity Act (WIOA)

RECITALS

This Subgrant Agreement ("Agreement") is entered into between Workforce Development Board #1 ("WDB #1"), Community Action Organization of Scioto County, Inc. ("AGENT"), and Adams Brown Economic Opportunities, Inc. ("PROVIDER") pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC), and Section 5101.20 of the Ohio Revised Code (ORC). This Agreement defines the roles and responsibilities of the parties with respect to the funds allocated to PROVIDER by WDB #1 for WIOA Career Services in Adams and Brown Counties.

Local Workforce Area 1 representatives include Commissioner Scott Powell, Chief Elected Official, who serves as the representative of the Chief Elected Officials of Local Workforce Area 1; the Local Workforce Development Board (WDB #1); and Community Action Organization of Scioto County, Inc. (AGENT), designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes of this Agreement.

PROVIDER's SAM UEI is: H8NWJT95XSC8

PROVIDER has the responsibility to ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with the performance of WIOA career services and youth activities in Adams and Brown Counties.

This Subgrant Agreement is applicable to all funds allocated to PROVIDER for the operation of WIOA Adult, Dislocated Worker Career Services, and youth services and may include funds from any or all federal awards from DOL under WIOA, the Wagner-Peyser Act, or other federal programs—including, but not limited to—Temporary Assistance for Needy Families (TANF) issued by 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 WDB #1 will issue to PROVIDER per ARTICLE VII, Section A subsequent to the execution of this Agreement. Allocations will be made via the County Finance Information System (CFIS). The Subgrant funds awarded hereunder are not for research and development purposes.

Federal Funding Sources Table

CFDA Number (Assistance Listing)	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	WIOA Adult Program	WIOA Section 136(b)
17.259	WIOA Youth Activities	WIOA Section 136(a)
17.277	WIOA National Dislocated Worker Grants	WIOA Section 170(b)(1)
17.278	WIOA Dislocated Workers	WIOA Section 136(c)
17.804	Jobs for Veterans Act Grants	Jobs for Veterans Act; 38 USC 4104 and 38 USC 4215
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 definitions and in Article I, Section B of this Agreement.

A. Chief Elected Officials: When used in reference to a Local Workforce Area, means the chief elected executive officers of the units of general local government in a local workforce area.

B. Comprehensive Case Management and Employment Program (CCMEP): Statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs. Participating local workforce development boards, WIOA Youth providers, and county departments of job and family services (CDJFSs) collaborate to implement CCMEP strategies.

C. Fiscal Agent (AGENT): An entity appointed by a local workforce area's chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the local workforce area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.

D. Infrastructure Costs: Per WIOA Section 121(h)(4), are the nonpersonnel costs necessary for the general operation of an OhioMeansJobs center to be shared by WDB #1 and local partners per the Local Workforce Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.

E. Local Workforce Area: A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.

F. Local Workforce Area Memorandum of Understanding (MOU): Required under Section 121(c) of WIOA, it is an agreement negotiated and entered into by the local WDB and OhioMeansJobs center partners in agreement with the Chief Elected Officials in a local workforce area. The MOU describes how the parties will provide services and share costs related to the operation of the local workforce development system.

G. Local Partners: The entities referred to in WIOA Section 121(b) as "Required" and "Additional" partners that carry out workforce programs and activities through a local workforce development system.

H. Local WIOA Plan: The local workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local workforce area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.

I. Local Workforce Development Board (WDB #1): The board established by chief elected officials per WIOA Section 107 to set policy and to be responsible for administration and oversight of the local workforce development system in collaboration with the required and additional partners and local workforce stakeholders.

J. Local Workforce Development System: The system established in accordance with WIOA Section 121 through which WIOA and other employment and training services are made available to job seekers and employers in a local workforce area.

K. OhioMeansJobs Center: The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA and are co-branded as "American Job Centers."

L. Planning Region: Geographic region of the state that may include one or more local workforce areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.

M. Provider: A subrecipient who is contracted to provide services under WIOA.

N. Regional Plan: A four-year action plan, developed by the local WDBs and chief elected officials in a planning region, that will serve to develop, align, and integrate the region and local area's job-driven workforce development systems, and provides the platform to achieve the local area's visions and strategic and operational goals.

O. State Infrastructure Funding Mechanism: Per WIOA Section 121(h), if WDB #1 and chief elected officials fail to reach consensus with the local required partners on how infrastructure costs will be shared, the State must determine each partner's proportionate share of infrastructure costs.

P. State WIOA Plan: The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies, and performance goals for the statewide workforce development system.

Q. State TANF Plan: The current Temporary Assistance for 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.

R. State Workforce Development Board: The Ohio Governor's Executive Workforce Board, established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.

S. Temporary Assistance for 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 eligible individuals.

T. 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:

- a. Help individuals maximize their employment opportunities;
- b. Help employers gain access to skilled workers;
- c. Help employers retain skilled workers;
- d. Help develop or enhance the skills of incumbent workers;
- e. Improve the quality of the state's workforce;
- f. Enhance the productivity and competitiveness of the state's economy.

U. Workforce Innovation and Opportunity Act (WIOA): Enacted in July 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers, 29 USC Chapter 32.

V. WIOA Policy Letters (WIOAPLs): ODJFS' interpretation of WIOA rules and regulations as they pertain to local workforce areas and the local implementation of the WIOA programs and services administered by ODJFS.

W. Terms Relevant to Federal Audits and Cost Principles: For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination,"

"auditee," "auditor," "audit finding," "CFDA number," "Assistance Listing," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit" have the same meanings as 2 CFR Part 200, Subpart A.

ARTICLE I. PURPOSE OF THE AGREEMENT AND PROVIDER 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 use of the WIOA funds authorized under this Agreement for career services activities in Local Workforce Area #1.

B. PROVIDER will ensure that funds provided under this Agreement are expended for WIOA career services and youth activities in accordance with the terms of this Agreement, along with all applicable federal, state, ODJFS, WDB #1, and AGENT requirements and restrictions—including, but not limited to, those prescribed in:

- a. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
- b. The Workforce Innovation and Opportunity Act (29 USC Chapter 32) and all corresponding federal regulations.
- c. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, OMB Omni-Circular (2 CFR Part 200)—including the DOL exceptions (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
- d. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
- e. The Local WIOA Plan, the Regional Plan, and the State WIOA Plan.
- f. The applicable sections of ORC Chapters 307, 330, 5101, and 6301.
- g. As applicable, the approved state plan for the Temporary Assistance for Needy Families (TANF) developed pursuant to 42 USC 602.
- h. The terms and conditions of each federal grant award—including any amendments.
- i. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
- j. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
- k. DOL and HHS Guidance Letters and Training and Employment Guidance Letters (TEGLs).
- l. ODJFS Policies, Guidance Letters, and Procedure Manuals.
- m. Approved statutory waivers for WIOA funds.
- n. The applicable provisions of the current appropriations act.
- o. Approved performance measures and negotiated standards.

- p. Terms, conditions, and instructions included in allocation letters and budget notices.
- q. The Local Workforce Area MOU and WDB #1 WIOA Policies.
- r. Fiscal Agent's Policies and Procedures.

C. PROVIDER will report to Crystal Keaton, WDB #1 Director, who may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. PROVIDER will comply with any instructions or requests to the satisfaction of WDB #1 or AGENT within ten (10) business days after receipt of the instructions or requests. All parties 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. PROVIDER will promptly notify the WDB #1 Director per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder. When or if such communication is received by the WDB #1 Director, if appropriate, the WDB #1 Director will initiate an amendment as allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. PROVIDER agrees to consult the WDB #1 Director as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.

D. Expenditure of Public Funds for Offshore Services—Executive Order Requirements

Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, PROVIDER must ensure that no subcontractors or subrecipients that will be paid with funds provided from WDB #1 and AGENT under this Agreement 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, PROVIDER, WDB #1, and AGENT must require all subcontractors and subrecipients to complete the Standard Affirmation and Disclosure Form.

PROVIDER understands and agrees to immediately notify WDB #1 and AGENT of any change or shift in the location(s) of services performed by PROVIDER, WDB #1, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.

Termination, Sanction, Damages: WDB #1 and AGENT are not obligated to and shall not pay for any services provided under this Agreement that PROVIDER or any of their subcontractors or subrecipients 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. PROVIDER shall immediately return all funds paid for those services to AGENT. In addition, if PROVIDER or any of their subcontractors perform any such services outside of the United States, WDB #1 and AGENT may, at any time after the breach, terminate this Agreement for such breach, upon written notice to PROVIDER.

ARTICLE II. WDB #1 RESPONSIBILITIES

WDB #1 will:

- A. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and other programs funded under this Agreement.
- B. Develop state-adjusted performance accountability measures and support negotiations with local workforce area representatives to develop adjusted local performance accountability measures per WIOA Section 116.
- C. Monitor PROVIDER and AGENT performance and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.
- D. If necessary, take action against PROVIDER pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I. Any such action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. WDB #1 and/or AGENT will provide the appropriate written notice to the county auditor(s), PROVIDER, and Chief Elected Officials. PROVIDER 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. PROVIDER RESPONSIBILITIES

With respect to WIOA and the local workforce development system, PROVIDER responsibilities include:

1. Providing services within the framework of WIOA federal law, regulations, WDB #1 Plan, Policies and Guidance, ODJFS Policies and Guidance, and OMB Circulars.
2. Ensuring the provision of all required WIOA Career Services to customers including meeting minimum enrollment benchmarks for populations as may be required (e.g., participants with disabilities, individuals with barriers to employment, veterans, etc.).
3. Providing workshops on job search, interviewing, basic job skills, and work readiness.
4. Helping customers with career exploration and job search activities.
5. Participating in job fairs and other hiring events.
6. Assessing customers' skills, abilities, and aptitudes.
7. Determining customers' eligibility for WIOA funding.
8. Identifying customers' supportive service needs.
9. Referring customers to partner programs and ancillary services as needed.
10. Providing Business Services to employers for recruitment, hiring, finding skilled workers, and job fairs, and collaborating with WDB #1 on business services delivery.

11. Developing Individual Employment Plans (IEPs) and/or Individual Opportunity Plans (IOPs) along with the customer.
12. Enrolling persons in training activities including Individual Training Accounts (ITAs), work experiences/internships, pre-apprenticeships and apprenticeships, On-the-Job Training (OJT), and incumbent worker training.
13. Coordinating work-based training activities for enrolled participants (e.g., OJT, Registered Apprenticeships, incumbent worker training, customized training).
14. Utilizing standardized forms (e.g., initial assessment, WIOA eligibility, IEP, ITA, OJT, worksite agreements, supportive services, budget, etc.).
15. Ensuring proper certifications for staff that may be required for any assessment tools.
16. Ensuring that WDB #1 strategic initiatives and policies are implemented in the delivery of services.
17. Ensuring the proper use of Ohio Workforce Case Management System (OWCMS) and County Finance Information System (CFIS) for client tracking, case management, and financial reporting.
18. Collecting and reporting WIOA performance information.
19. Gathering and reporting customer feedback.
20. Managing fiscal requirements and preparing monthly reports.
21. Ensuring data integrity and maintaining confidentiality.
22. Ensuring dedicated staff for business services, with WDB #1 leading efforts to engage businesses with the workforce system.
23. Working with WDB #1 staff to fulfill state and local mandates.
24. Using the tools, materials, and technologies directed by WDB #1, AGENT, or ODJFS, such as OWCMS, CFIS, etc.
25. Providing full and transparent reporting of all performance information, expenditures, customer feedback, and other data as requested by WDB #1.
26. Submitting expenditure reimbursement requests to the Fiscal Agent on a monthly basis, as prescribed by WDB #1 and AGENT. Entering budget-to-actual reports in CFIS to match budget line items.
27. Utilizing required branding on OhioMeansJobs/American Job Center and WDB #1-related materials.
28. Participating as a partner in the OhioMeansJobs Center and assisting in ensuring OhioMeansJobs Center job duties are covered to serve customers.
29. Developing an annual budget, which reflects the costs for providing basic career services in the OhioMeansJobs Center in coordination with the One-Stop Operator and WDB #1.
30. Developing a budget for WIOA Career Services for the Adult, Dislocated Worker, and youth programs. Budget-to-actual numbers will be presented to WDB #1 on a monthly basis.
31. Assisting WDB #1 with information on workforce services as needed, but is prohibited from writing grants paid from WIOA Career Services funding. Grant writing is an administrative function.
32. Collaborating with WDB #1 on business engagement activities, recognizing that WDB #1 is the lead for business services coordination.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD (WDB #1) RESPONSIBILITIES

A. As applicable, per WIOA Section 107 and 20 CFR 679.370, WDB #1 will:

In collaboration with the Chief Elected Official, develop, and every two years review, the Local WIOA Plan, which must be consistent with the State WIOA Plan, WIOA Section 108 requirements, and 20 CFR 679.550.

Conduct workforce research and regional labor market analysis.

Convene local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.

Lead efforts to engage employers in the local workforce development system.

Collaborate with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.

Lead local efforts to identify and promote proven and promising strategies to meet the needs of employers, workers, and jobseekers in the local workforce area.

Develop strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.

Conduct oversight and monitoring of youth workforce investment activities providers, training providers, OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to workforce development activities under the respective programs and related expenditures.

In collaboration with the Chief Elected Official, negotiate and review every two years local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA Section 116(c), 20 CFR 677, and the state-adjusted levels of performance identified in the State WIOA Plan. Local performance measures will be included in the Local WIOA Plan.

With respect to OhioMeansJobs center operator(s) and providers:

- a. Competitively select OhioMeansJobs Center operator(s) in accordance with WIOA Section 121(d), 20 CFR 678.605, and WIOAPL 16-08.
- b. Select local youth provider(s) in accordance with WIOA Section 123, 20 CFR 681.400, and WIOAPL 16-11.

c. Identify eligible providers of career services in accordance with WIOA Section 134(c)(2) and eligible providers of training services in accordance with WIOA Section 122. Collaborate with the State to ensure sufficient numbers and types of career and training service providers in order to meet consumer choice requirements.

Coordinate activities with education and training providers in the local workforce area, including: providers of workforce investment activities; providers of adult basic and literacy education activities; providers of career and technical education; and local Rehabilitation Act programs.

Develop a budget for WDB #1 activities with approval of WDB #1 and provide direction to AGENT on disbursement of local funds.

Conduct an annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the local workforce area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.

Certify OhioMeansJobs centers in accordance with WIOA Section 121(g) and applicable ODJFS policy.

B. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of WDB #1, or a member of a standing committee, as applicable, may not:

Vote on a matter under consideration by WDB #1:

- a. Regarding the provision of services by the member (or by an entity that such member represents); or
- b. That would provide direct financial benefit to the member or the immediate family of such member.

Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.

C. As required under the "sunshine provision" in WIOA Section 107(e), and in accordance with 20 CFR 679.390, WDB #1 will conduct business in an open manner by making information about WDB #1 activities available to the public on a regular basis through electronic means and open meetings.

D. WDB #1 will negotiate with local partners in collaboration with the Chief Elected Official to execute a Local Workforce Area MOU in accordance with WIOA Section 121(c). In the event that negotiations fail

to reach consensus on infrastructure costs by the date specified by ODJFS, WDB #1 will notify ODJFS in accordance with applicable WIOA policy.

E. WDB #1 will conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and DOL or their subcontractors as necessary for state and federal evaluation activities.

F. In a timely manner, inform any newly elected Chief Elected Officials of responsibilities and liabilities with respect to WIOA and the local workforce development system, and encourage review and update of existing written agreements.

G. If WDB #1 has chosen to participate in CCMEP, collaborate with county CCMEP agencies as needed to develop a local CCMEP plan.

In order to coordinate CCMEP activities, WDB #1's decision to participate in CCMEP shall be applicable to all of the counties within the local workforce area. WDB #1 must authorize the use of WIOA Youth funds to support CCMEP in order for the local workforce area to receive TANF funds for CCMEP.

WDB #1's execution of an authorization to support CCMEP will serve as evidence of WDB #1's decision to participate in CCMEP and to authorize the use of WIOA Youth funds to support CCMEP.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

AGENT is designated by the Chief Elected Officials as required under OAC 5101:9-31-01(E)(4) to manage local funds under the direction of WDB #1 and/or the Chief Elected Officials. Generally, per 20 CFR 679.420, AGENT will be responsible for the following functions:

- A. Receive funds.
- B. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget (OMB) Omni-Circular, WIOA, the corresponding federal regulations, and state policies.
- C. Respond to audit financial findings.
- D. Maintain proper accounting records and adequate documentation.
- E. Prepare financial reports.
- F. Provide technical assistance to subrecipients with regard to fiscal issues.

ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT

A. This Agreement will be in effect from July 1, 2025 through June 30, 2027 unless this Agreement is suspended or terminated pursuant to Article X prior to the above expiration date.

B. In addition to Section A above, it is expressly understood by PROVIDER, WDB #1, and AGENT that this Agreement will not be valid and enforceable until WDB #1 has received certification from ODJFS, pursuant to ORC 126.07, that there is a sufficient balance in the appropriation that has not already been allocated to pay current obligations.

ARTICLE VII. FUNDING

A. Funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS, and WDB #1 will issue a corresponding allocation letter with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by WDB #1 in accordance with WIOA and the authorizing federal statutes and funding agreements for each funding source listed in the Recitals of this Agreement.

B. PROVIDER expressly understands that no financial obligations may be incurred under this Agreement until the terms listed in Article VI, Section B, have been met and until allocations and allocation letters have been issued to PROVIDER for all programs authorized under this Agreement.

C. PROVIDER expressly agrees that costs incurred under this Agreement will not exceed the amounts specified in the allocation letters for the periods included in the allocation. Further, PROVIDER expressly agrees to comply with the limitations prescribed by WIOA with respect to funding.

D. The authorizing statute and/or funding agreement for each funding source sets forth guidelines and the limit for administrative costs. Administrative expenditures from WIOA Youth and Adult/Dislocated Worker (under WIOA Sections 128 and 133, respectively) funds are limited to ten percent (10%) of the total amount allocated to the local workforce area. Per 20 CFR 683.215, administrative costs are those associated with the following functions:

Overall general administrative functions and coordination of those functions, including:

- a. Accounting, budgeting, financial, and cash management.
- b. Property management.
- c. Personnel management.
- d. Payroll.
- e. Resolution of findings from audits, reviews, investigations, and incident reports.
- f. Audits.
- g. General legal services.
- h. Development of systems and procedures for administrative functions.
- i. Fiscal agent responsibilities.
- j. Oversight and monitoring related to WIOA administrative functions.

k. Costs of goods and services required for administrative functions.

l. Travel costs incurred for performance of administrative activities.

m. Costs of information systems related to administrative functions.

n. Awards to subrecipients or contractors that are solely for administrative functions.

E. PROVIDER will ensure that separate accounting records are maintained for each funding source authorized hereunder.

F. PROVIDER, WDB #1, and AGENT will ensure that Local Workforce Area MOU costs are reconciled and communicated to the local partners in accordance with the Local Workforce Area MOU on at least a quarterly basis per 20 CFR 678.715 and 20 CFR 678.720.

G. PROVIDER will secure prior approval from the federal funding authority or WDB #1 for an 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.

H. PROVIDER agrees to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agrees to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-02 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.327). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.

I. PROVIDER will ensure 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.

J. PROVIDER understands that availability of funds is contingent on appropriations made to WDB #1 by the Ohio General Assembly, DOL, or HHS. If at any time the WDB #1 Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, WDB #1 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 for the payments to WDB #1 due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of WDB #1, ODJFS, or the State of Ohio.

K. Standards for Financial and Program Management – Pursuant to WIOA Section 184, PROVIDER, as a subrecipient of federal funds, hereby expressly acknowledges obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:

- a. Period of Performance and Availability of Funds – Pursuant to 2 CFR 200.309, 2 CFR 200.343, and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), PROVIDER and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in Article VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
- b. Internal Controls – PROVIDER will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily exchanged in the open market that DOL, ODJFS, PROVIDER, WDB #1, or AGENT considers to be sensitive. PROVIDER will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).
- c. Cost Sharing or Matching – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
- d. Program Income – Per WIOA Section 194(7), income received by PROVIDER under any WIOA Title I program funded hereunder must be used to carry out the program. Further, PROVIDER will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and activities and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
- e. Real Property, Equipment, and Supplies – PROVIDER expressly understands that written approval must be obtained from WDB #1 prior to leasing or purchasing nonexpendable personal property or equipment with a cost of Five Thousand Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited, as are loans of funds provided hereunder. Per WIOA Section 194(11), title, use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 1. Real Property – 2 CFR 200.311, or, if applicable, 45 CFR 75.318.
 2. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 3. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.

L. Per 20 CFR 683.235, NO WIOA Title I funds may be spent on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings, except with prior written approval of the Secretary of DOL.

M. Per 20 CFR 683.250, prohibited costs under WIOA Title I include:

- a. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
- b. Public service employment, except as specifically authorized under WIOA Title I.
- c. Expenses prohibited under any other federal, state, or local law or regulation.
- d. Subawards or contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
- e. Contracts with persons falsely labeling products as being made in America.
- f. Foreign travel costs.

ARTICLE VIII. RECORDS AND REPORTING

A. PROVIDER will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.

B. PROVIDER will ensure that all records relevant to programs and activities funded hereunder 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: WDB #1, DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General, Community Action Organization of Scioto County, Inc., and all duly authorized law enforcement officials.

C. PROVIDER will retain all records related to funds provided hereunder in accordance with 2 CFR 200.334 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of five (5) years after PROVIDER receives the last allocation or payment issued under this Agreement. If an audit, litigation, or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the five-year period, whichever is later.

D. PROVIDER acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the

exception of wage records, those that contain personally identifiable information, or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. Article XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.

E. PROVIDER will enroll and track participants and services in the Ohio Workforce Case Management System (OWCMS) and the County Finance Information System (CFIS) WIOA Client Tracking. PROVIDER will further ensure that information is maintained in accordance with WDB #1, ODJFS, and DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by WDB #1 and AGENT.

F. Maintenance of Additional Records – Pursuant to WIOA Section 185(f), PROVIDER must maintain records with respect to programs and activities carried out under this title that identify:

- a. Any income or profits earned, including such income or profits earned by subrecipients; and
- b. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF PROVIDER

A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501, and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), PROVIDER must have an entity-wide single audit if required and must send one (1) copy of every audit report to Community Action Organization of Scioto County, Inc. and WDB #1, within two (2) weeks of PROVIDER's receipt of any such audit report.

B. PROVIDER has additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:

- a. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- b. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
- c. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.

- d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Agreement may be terminated in accordance with any of the following:

- a. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by PROVIDER, WDB #1, the Chief Elected Official, and AGENT. The termination agreement must be adopted by resolution of the Chief Elected Official 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.
- b. Any party to this Agreement may terminate after giving ninety (90) days' written notice of termination to the other parties 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 ninety-first (91st) day following the receipt of the notice by the other parties.

B. Notwithstanding the provision of Section A of this Article, WDB #1 or AGENT may suspend or terminate this Agreement immediately upon delivery of a written notice to PROVIDER if:

- a. WDB #1 or AGENT loses funding as described in Article VII.
- b. WDB #1 or AGENT discovers any illegal conduct on the part of PROVIDER.
- c. PROVIDER has violated any provision of Article XIII.

C. Pursuant to ORC 5101.241 and 2 CFR 200.339, as applicable, if PROVIDER, WDB #1, AGENT, or any subrecipients materially fail to comply with any term of an award, 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, WDB #1 or AGENT may take any or all of the following actions it deems appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the federal award.
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR 180 and federal awarding agency regulations.
- e. Withhold further federal awards for the project or program.
- f. Take other remedies that may be legally available.

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

- a. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
- b. 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.
- c. Prepare and submit a report to WDB #1 and AGENT, 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.
- d. Perform any other tasks that WDB #1 or AGENT requires.

E. Upon breach or default by PROVIDER of any of the provisions, obligations, or duties embodied in this Agreement, WDB #1 and AGENT will retain the right to exercise any administrative, contractual,

equitable, or legal remedies available, without limitation. A waiver by WDB #1 or AGENT of any occurrence of breach or default is not a waiver of subsequent occurrences. If PROVIDER fails to perform any obligation hereunder 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 XI. NOTICES

A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between PROVIDER, AGENT, and the WDB #1 Director identified in Article I, Section C of this Agreement.

B. Notices to WDB #1 from PROVIDER regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, SAM UEI, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to:

Crystal Keaton, Director Workforce Development Board #14057A Gallia Pike Franklin Furnace, OH 45629
Email: crystal.keaton@sciototech.org

C. Notices to PROVIDER from WDB #1 or AGENT concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to PROVIDER representatives at the addresses appearing on the signature page of this Agreement.

D. All notices in accordance with Sections B and C of this Article 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, return receipt requested).

ARTICLE XII. AMENDMENT AND SUBGRANTS

A. Amendment – This document will constitute the entire agreement between PROVIDER, WDB #1, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. PROVIDER, WDB #1, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by DOL or HHS, will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

B. Subawards

Subgrants – Any subgrants by PROVIDER will be made in accordance with 2 CFR 200.332 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.

Suspension and Debarment – In accordance with 2 CFR 200.214, 2 CFR Part 180, and 45 CFR 75.213, PROVIDER, WDB #1, and AGENT will not make any award or permit any award at any tier to any party

that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180.

Procurement – PROVIDER must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 through 2 CFR 200.327 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

Monitoring and Reporting Program Performance – PROVIDER 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 requirements, including 2 CFR 200.328, 200.329, 200.331, 200.332, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, PROVIDER hereby affirms current and continued compliance with each condition listed in this Article. PROVIDER's certification of compliance with each of these conditions is considered a material representation of fact upon which WDB #1 and ODJFS relied in entering into this Agreement.

A. If at any time PROVIDER is not in compliance with the conditions affirmed in this Section, WDB #1 will consider this Agreement to be void ab initio and will deliver written notice to PROVIDER, the Chief Elected Official, and AGENT. Any funds paid by AGENT under this Agreement for work performed before PROVIDER received such notice will be immediately repaid, or WDB #1 may commence an action for recovery against PROVIDER.

Federal Debarment Requirements – PROVIDER certifies that neither PROVIDER nor any of its principals, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. PROVIDER also affirms that within three (3) years preceding this Agreement, neither PROVIDER nor any of its principals, or subrecipients or subcontractors:

- 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.

Mandatory Disclosures – Pursuant to 2 CFR 200.114, PROVIDER must disclose in writing to WDB #1 in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Qualifications to Conduct Business – PROVIDER affirms that they and any and all subrecipients and subcontractors 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 PROVIDER, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in Ohio, PROVIDER will immediately notify WDB #1 in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.

Unfair Labor Practices – PROVIDER affirms that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify PROVIDER or a subrecipient as having more than one (1) unfair labor practice contempt of court finding.

Finding for Recovery – PROVIDER affirms that PROVIDER, its principals, or subrecipients or subcontractors 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 PROVIDER is not in compliance with the conditions affirmed in this Section B, WDB #1 may immediately suspend or terminate this Agreement and will deliver written notice to PROVIDER, the Chief Elected Official, and AGENT. PROVIDER will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by AGENT for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid, or WDB #1 and AGENT may commence an action for recovery against PROVIDER.

Americans with Disabilities – PROVIDER, its officers, employees, members, subrecipients, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

Fair Labor Standards and Employment Practices

a. PROVIDER certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

b. Pursuant to WIOA Section 188, in carrying out this Agreement, PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, or genetic information 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. PROVIDER agrees to post notices affirming compliance with all applicable federal and state nondiscrimination laws in conspicuous places accessible to all employees and applicants for employment.

d. PROVIDER agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.

Ethics Laws – PROVIDER 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. PROVIDER further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

Nepotism – Per 20 CFR 683.200:

a. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

b. To the extent that an applicable state or local legal requirement regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement must be followed.

Conflict of Interest – In addition to the WIOA restrictions and requirements listed in Article IV, PROVIDER must comply with the following, as applicable:

a. When a local organization functions simultaneously in two (2) or more roles, which may include AGENT, OhioMeansJobs center operator, and direct provider of career or training services, then WDB #1, per 20 CFR 679.430, must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations.

b. PROVIDER 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 such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous two (2) calendar years.

c. PROVIDER agrees to refrain from promising or giving to any WDB #1, AGENT, or 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. PROVIDER further agrees

not to solicit a WDB #1, AGENT, or ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that PROVIDER, its officers, members, and employees are compliant with ORC 102.04 and have filed a statement with WDB #1 and ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).

d. PROVIDER agrees that PROVIDER, 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 PROVIDER's functions and responsibilities under this Agreement. If PROVIDER, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, PROVIDER agrees to immediately disclose the interest in writing to the WDB #1 Director at the address listed in Article XI, Section B. PROVIDER further agrees that the person with the conflicting interest will not participate in any activities hereunder until WDB #1 determines that participation would not be contrary to public interest.

e. PROVIDER, WDB #1, and AGENT 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.

Lobbying Restrictions

a. WIOA Section 195 prescribes the following prohibitions on lobbying:

(1) ****Publicity Restrictions**** – No funds provided under WIOA shall be used for:

(a) Publicity or propaganda purposes; or

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:

(i) The enactment of legislation before Congress or any state or local legislature or legislative body; or

(ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of state or local government.

(2) ****Exception**** – Subparagraph (1) shall not apply to:

(a) Normal and recognized executive-legislative relationships;

(b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any state or local legislature or legislative body; or

(c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any state or local government.

(3) ****Salary Restrictions**** – No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any state government, or a state or local legislature or legislative body.

(4) ****Exception**** – Subparagraph (3) shall not apply to:

(a) Normal and recognized executive-legislative relationships; or

(b) Participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

b. PROVIDER affirms that no federal funds paid to PROVIDER by WDB #1 and AGENT through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby WDB #1 Board Members, Chief Elected Officials, Congress, or any federal agency in connection with any contract, grant, cooperative agreement, or loan. PROVIDER further certifies compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 2 CFR 418, and any other federal law or rule pertaining to lobbying.

c. If the amount of funds authorized hereunder exceeds One Hundred Thousand Dollars (\$100,000.00), PROVIDER 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.

d. PROVIDER 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.

e. PROVIDER certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

Child Support Enforcement – PROVIDER agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that PROVIDER, its employees, and subrecipients and subcontractors 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.

Pro-Children Act – If any activities funded hereunder call for services to minors, PROVIDER 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).

Drug-Free Workplace – PROVIDER, its officers, employees, members, subrecipients, and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 3001 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. PROVIDER will make a good faith effort to ensure that none of its officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

Work Programs – PROVIDER agrees not to discriminate against individuals who have or are participating in any work programs administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.

Jobs for Veterans Act (38 USC 4215), as implemented by 20 CFR 1010 – To the extent possible, PROVIDER agrees to provide priority of service to veterans and covered spouses for any qualified job training program.

Buy American Requirements (41 USC 8302) – To the greatest extent practicable, per WIOA Section 502, PROVIDER agrees to use funds provided hereunder to purchase American-made equipment and products.

Salary and Bonus Limitations – Per WIOA Section 194(15), PROVIDER agrees to comply with all salary and bonus limitations.

Environmental Protections – PROVIDER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. PROVIDER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the federal awarding agency and the Regional Office of the USEPA, ODJFS, WDB #1, and AGENT.

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

If applicable, PROVIDER will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding System for Award Management and Universal Identifier Requirements.

Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if PROVIDER or any subcontractor or subrecipient paid with funds provided hereunder:

- 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.
- c. PROVIDER agrees that they shall notify, and require all of its subrecipients or subcontractors to notify, its employees of the prohibited activities.

Pursuant to Presidential Executive Order 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, PROVIDER is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating vehicles, whether organizationally owned or rented or personally owned.

Pursuant to Presidential Executive Order 13513: Section 4, Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients, PROVIDER 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, 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.

Rights to Inventions – If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and PROVIDER enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," PROVIDER must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the federal awarding agency.

Civil Rights Assurance – PROVIDER hereby agrees that as long as PROVIDER is a recipient of federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and all provisions required by the implementing regulations of the Department of Health and Human Services and Department of Labor. PROVIDER shall require all entities with which it subgrants and contracts to incorporate this Section in

all its existing agreements and contracts that are funded in whole or in part with funds from the Department of Labor or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.

Certification of Compliance – PROVIDER certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subrecipients or subcontractors.

Religious Activities

- a. WIOA Section 188(a)(3) prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
- b. Per 29 CFR 2, Subpart D, WIOA Title I financial assistance may be used to employ or train participants in religious activities only when the assistance is provided indirectly within the meaning of the Establishment Clause of the United States Constitution and not when the assistance is provided directly.
- c. 29 CFR 2, Subpart D also sets forth requirements for equal treatment of religious organizations and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE XIV. CONFIDENTIALITY

A. PROVIDER expressly agrees to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:

- a. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
- b. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
- c. The Privacy Act (5 USC 552a).
- d. 7 USC 2020(e)(8).

- e. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a). This Act is also found in section 444 of the General Education Provisions Act and is intended to protect student records.
- f. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
- g. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Compensation information.
- h. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
- i. 34 CFR 361.38 Protection, use, and release of personal information of Vocational Rehabilitation Services participants.
- j. ORC 149.43(A)(1), lists records that are exempted from treatment as public record.
- k. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
- l. ORC 1347.01(E).
- m. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
- n. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
- o. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of Unemployment Compensation records.
- p. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
- q. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.

- r. OAC 5101:1-1-36. IEVS.
- s. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
- t. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Require county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
- u. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
- v. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
- w. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- x. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.

B. PROVIDER 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. Prior to the execution of such agreements, PROVIDER will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it.

C. PROVIDER will ensure that no WDB #1, AGENT, or ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of WDB #1.

D. PROVIDER 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. PROVIDER 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. PROVIDER expressly agrees to take measures to ensure that no confidential information is accessible by unauthorized individuals.

F. PROVIDER 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.

G. PROVIDER will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, WDB #1 and AGENT agree to be responsible for any liability directly relating to any and all acts of negligence by WDB #1 or AGENT. To the extent permitted by law, PROVIDER agrees to be responsible for any liability directly related to any and all of its own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if PROVIDER, WDB #1, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve the Chief Elected Officials from exclusive liability per WIOA Section 107(d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.

B. Choice of Law; Partial Invalidity: This 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 this Agreement impossible.

C. Construction: Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by WDB #1 to PROVIDER or any other entity, agency, or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against WDB #1, AGENT, the Chief Elected Official, or any of the officers or employees of AGENT, WDB #1, or the Chief Elected Official.

D. Infringement of Patent or Copyright: To the extent allowable by law and subject to ORC 109.02, PROVIDER agrees to defend any suit or proceeding brought against WDB #1, the Chief Elected Official, AGENT, or ODJFS, any official or employees acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by PROVIDER. WDB #1 will provide prompt written notification of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with reasonable cooperation for defense of the suit. WDB #1 and AGENT may participate in the defense of any such action. PROVIDER agrees to pay all damages and costs awarded against WDB #1, 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 are furnished by WDB #1 or ODJFS at PROVIDER's written request, it is at PROVIDER's expense. If any materials, reports, or studies provided by PROVIDER are found to be infringing items and the use or publication thereof is enjoined, PROVIDER agrees, at its own expense and at its option, to procure the right to publish or

continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equal value; or modify them so that they are no longer infringing. PROVIDER's obligations under this Section survive the termination of this Agreement, without limitation.

E. Liens: PROVIDER will not permit any lien or claim to be filed or prosecuted against WDB #1 or AGENT because of any labor, services, or materials furnished. If PROVIDER fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to PROVIDER in connection with this Agreement, WDB #1 or AGENT may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to PROVIDER under this Agreement.

F. Delay: No 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 XI. 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 reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of PROVIDER will be considered controllable by PROVIDER except for third-party manufacturers supplying commercial items and over whom PROVIDER has no legal control. The final determination of whether an instance of delay is excusable lies with WDB #1 in its discretion.

G. Intellectual Property Rights

The federal government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes:

- a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
- b. Any rights of copyright to which PROVIDER 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.

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. Risk Assessment: In accordance with 2 CFR 200.332 and 2 CFR 200.206, WDB #1, as a pass-through entity, evaluates PROVIDER's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, PROVIDER agrees to comply with specific conditions and monitoring requirements posed by WDB #1 to ensure proper accountability and compliance with program requirements and achievement of performance goals.

I. Counterpart Language: This Agreement may be executed in one (1), or more than one (1) 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 (1) and the same agreement.

SIGNATURES ON NEXT PAGE

WORKFORCE DEVELOPMENT BOARD AREA #1

SUBRECIPIENT AGREEMENT

Workforce Innovative Opportunity Act (WIOA)

Signature Page

IN WITNESS WHERE OF, the parties have executed this Sub Recipient Agreement as of the Signature of the Chair of the Workforce Development Board Area #1.

Signature must include the Board Chair, Provider, Chief Elected Official, and the Fiscal Agent.

Workforce Development Board Area #1

Holly Johnson, Board Chair Date

Fiscal Agent—Scioto County CAO

Steve Sturgill, Executive Director Date

Chief Elected Official

Scott Powell, Commissioner Date

Adams & Brown Economic Opportunities, Inc.

Dan Wickerham, Executive Director Date

SUBRECIPIENT AGREEMENT

Workforce Innovative Opportunity Act (WIOA)

RECITALS

This Subgrant Agreement ("Agreement") is entered into between Workforce Development Board #1 ("WDB #1"), Community Action Organization of Scioto County, Inc. ("AGENT"), and Community Action Committee of Pike County ("PROVIDER") pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC), and Section 5101.20 of the Ohio Revised Code (ORC). This Agreement defines the roles and responsibilities of the parties with respect to the funds allocated to PROVIDER by WDB #1 for WIOA Career Services in Pike County.

Local Workforce Area 1 representatives include Commissioner Scott Powell, Chief Elected Official, who serves as the representative of the Chief Elected Officials of Local Workforce Area 1; the Local Workforce Development Board (WDB #1); and Community Action Organization of Scioto County, Inc. (AGENT), designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes of this Agreement.

PROVIDER's SAM UEI is: JGDPHJ86VK64

PROVIDER has the responsibility to ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with the performance of WIOA career services and youth activities in Pike County.

This Subgrant Agreement is applicable to all funds allocated to PROVIDER for the operation of WIOA Adult, Dislocated Worker Career Services, and youth services and may include funds from any or all federal awards from DOL under WIOA, the Wagner-Peyser Act, or other federal programs—including, but not limited to—Temporary Assistance for Needy Families (TANF) issued by 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 WDB #1 will issue to PROVIDER per ARTICLE VII, Section A subsequent to the execution of this Agreement. Allocations will be made via the County Finance Information System (CFIS). The Subgrant funds awarded hereunder are not for research and development purposes.

Federal Funding Sources Table

CFDA Number (Assistance Listing)	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	WIOA Adult Program	WIOA Section 136(b)
17.259	WIOA Youth Activities	WIOA Section 136(a)
17.277	WIOA National Dislocated Worker Grants	WIOA Section 170(b)(1)
17.278	WIOA Dislocated Workers	WIOA Section 136(c)
17.804	Jobs for Veterans Act Grants	Jobs for Veterans Act; 38 USC 4104 and 38 USC 4215
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 definitions and in Article I, Section B of this Agreement.

A. Chief Elected Officials: When used in reference to a Local Workforce Area, means the chief elected executive officers of the units of general local government in a local workforce area.

B. Comprehensive Case Management and Employment Program (CCMEP): Statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs. Participating local workforce development boards, WIOA Youth providers, and county departments of job and family services (CDJFSs) collaborate to implement CCMEP strategies.

C. Fiscal Agent (AGENT): An entity appointed by a local workforce area's chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the local workforce area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.

D. Infrastructure Costs: Per WIOA Section 121(h)(4), are the nonpersonnel costs necessary for the general operation of an OhioMeansJobs center to be shared by WDB #1 and local partners per the Local Workforce Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.

E. Local Workforce Area: A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.

F. Local Workforce Area Memorandum of Understanding (MOU): Required under Section 121(c) of WIOA, it is an agreement negotiated and entered into by the local WDB and OhioMeansJobs center partners in agreement with the Chief Elected Officials in a local workforce area. The MOU describes how the parties will provide services and share costs related to the operation of the local workforce development system.

G. Local Partners: The entities referred to in WIOA Section 121(b) as "Required" and "Additional" partners that carry out workforce programs and activities through a local workforce development system.

H. Local WIOA Plan: The local workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local workforce area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.

I. Local Workforce Development Board (WDB #1): The board established by chief elected officials per WIOA Section 107 to set policy and to be responsible for administration and oversight of the local workforce development system in collaboration with the required and additional partners and local workforce stakeholders.

J. Local Workforce Development System: The system established in accordance with WIOA Section 121 through which WIOA and other employment and training services are made available to job seekers and employers in a local workforce area.

K. OhioMeansJobs Center: The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA and are co-branded as "American Job Centers."

L. Planning Region: Geographic region of the state that may include one or more local workforce areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.

M. Provider: A subrecipient who is contracted to provide services under WIOA.

N. Regional Plan: A four-year action plan, developed by the local WDBs and chief elected officials in a planning region, that will serve to develop, align, and integrate the region and local area's job-driven workforce development systems, and provides the platform to achieve the local area's visions and strategic and operational goals.

O. State Infrastructure Funding Mechanism: Per WIOA Section 121(h), if WDB #1 and chief elected officials fail to reach consensus with the local required partners on how infrastructure costs will be shared, the State must determine each partner's proportionate share of infrastructure costs.

P. State WIOA Plan: The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies, and performance goals for the statewide workforce development system.

Q. State TANF Plan: The current Temporary Assistance for 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.

R. State Workforce Development Board: The Ohio Governor's Executive Workforce Board, established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.

S. Temporary Assistance for 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 eligible individuals.

T. 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:

- a. Help individuals maximize their employment opportunities;
- b. Help employers gain access to skilled workers;
- c. Help employers retain skilled workers;
- d. Help develop or enhance the skills of incumbent workers;
- e. Improve the quality of the state's workforce;
- f. Enhance the productivity and competitiveness of the state's economy.

U. Workforce Innovation and Opportunity Act (WIOA): Enacted in July 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers, 29 USC Chapter 32.

V. WIOA Policy Letters (WIOAPLs): ODJFS' interpretation of WIOA rules and regulations as they pertain to local workforce areas and the local implementation of the WIOA programs and services administered by ODJFS.

W. Terms Relevant to Federal Audits and Cost Principles: For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination,"

"auditee," "auditor," "audit finding," "CFDA number," "Assistance Listing," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit" have the same meanings as 2 CFR Part 200, Subpart A.

ARTICLE I. PURPOSE OF THE AGREEMENT AND PROVIDER 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 use of the WIOA funds authorized under this Agreement for career services activities in Local Workforce Area #1.

B. PROVIDER will ensure that funds provided under this Agreement are expended for WIOA career services and youth activities in accordance with the terms of this Agreement, along with all applicable federal, state, ODJFS, WDB #1, and AGENT requirements and restrictions—including, but not limited to, those prescribed in:

- a. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
- b. The Workforce Innovation and Opportunity Act (29 USC Chapter 32) and all corresponding federal regulations.
- c. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, OMB Omni-Circular (2 CFR Part 200)—including the DOL exceptions (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
- d. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
- e. The Local WIOA Plan, the Regional Plan, and the State WIOA Plan.
- f. The applicable sections of ORC Chapters 307, 330, 5101, and 6301.
- g. As applicable, the approved state plan for the Temporary Assistance for Needy Families (TANF) developed pursuant to 42 USC 602.
- h. The terms and conditions of each federal grant award—including any amendments.
- i. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
- j. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
- k. DOL and HHS Guidance Letters and Training and Employment Guidance Letters (TEGLs).
- l. ODJFS Policies, Guidance Letters, and Procedure Manuals.
- m. Approved statutory waivers for WIOA funds.
- n. The applicable provisions of the current appropriations act.
- o. Approved performance measures and negotiated standards.

- p. Terms, conditions, and instructions included in allocation letters and budget notices.
- q. The Local Workforce Area MOU and WDB #1 WIOA Policies.
- r. Fiscal Agent's Policies and Procedures.

C. PROVIDER will report to Crystal Keaton, WDB #1 Director, who may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. PROVIDER will comply with any instructions or requests to the satisfaction of WDB #1 or AGENT within ten (10) business days after receipt of the instructions or requests. All parties 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. PROVIDER will promptly notify the WDB #1 Director per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder. When or if such communication is received by the WDB #1 Director, if appropriate, the WDB #1 Director will initiate an amendment as allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. PROVIDER agrees to consult the WDB #1 Director as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.

D. Expenditure of Public Funds for Offshore Services—Executive Order Requirements

Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, PROVIDER must ensure that no subcontractors or subrecipients that will be paid with funds provided from WDB #1 and AGENT under this Agreement 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, PROVIDER, WDB #1, and AGENT must require all subcontractors and subrecipients to complete the Standard Affirmation and Disclosure Form.

PROVIDER understands and agrees to immediately notify WDB #1 and AGENT of any change or shift in the location(s) of services performed by PROVIDER, WDB #1, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.

Termination, Sanction, Damages: WDB #1 and AGENT are not obligated to and shall not pay for any services provided under this Agreement that PROVIDER or any of their subcontractors or subrecipients 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. PROVIDER shall immediately return all funds paid for those services to AGENT. In addition, if PROVIDER or any of their subcontractors perform any such services outside of the United States, WDB #1 and AGENT may, at any time after the breach, terminate this Agreement for such breach, upon written notice to PROVIDER.

ARTICLE II. WDB #1 RESPONSIBILITIES

WDB #1 will:

- A. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and other programs funded under this Agreement.
- B. Develop state-adjusted performance accountability measures and support negotiations with local workforce area representatives to develop adjusted local performance accountability measures per WIOA Section 116.
- C. Monitor PROVIDER and AGENT performance and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.
- D. If necessary, take action against PROVIDER pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I. Any such action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. WDB #1 and/or AGENT will provide the appropriate written notice to the county auditor(s), PROVIDER, and Chief Elected Officials. PROVIDER 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. PROVIDER RESPONSIBILITIES

With respect to WIOA and the local workforce development system, PROVIDER responsibilities include:

1. Providing services within the framework of WIOA federal law, regulations, WDB #1 Plan, Policies and Guidance, ODJFS Policies and Guidance, and OMB Circulars.
2. Ensuring the provision of all required WIOA Career Services to customers including meeting minimum enrollment benchmarks for populations as may be required (e.g., participants with disabilities, individuals with barriers to employment, veterans, etc.).
3. Providing workshops on job search, interviewing, basic job skills, and work readiness.
4. Helping customers with career exploration and job search activities.
5. Participating in job fairs and other hiring events.
6. Assessing customers' skills, abilities, and aptitudes.
7. Determining customers' eligibility for WIOA funding.
8. Identifying customers' supportive service needs.
9. Referring customers to partner programs and ancillary services as needed.
10. Providing Business Services to employers for recruitment, hiring, finding skilled workers, and job fairs, and collaborating with WDB #1 on business services delivery.

11. Developing Individual Employment Plans (IEPs) and/or Individual Opportunity Plans (IOPs) along with the customer.
12. Enrolling persons in training activities including Individual Training Accounts (ITAs), work experiences/internships, pre-apprenticeships and apprenticeships, On-the-Job Training (OJT), and incumbent worker training.
13. Coordinating work-based training activities for enrolled participants (e.g., OJT, Registered Apprenticeships, incumbent worker training, customized training).
14. Utilizing standardized forms (e.g., initial assessment, WIOA eligibility, IEP, ITA, OJT, worksite agreements, supportive services, budget, etc.).
15. Ensuring proper certifications for staff that may be required for any assessment tools.
16. Ensuring that WDB #1 strategic initiatives and policies are implemented in the delivery of services.
17. Ensuring the proper use of Ohio Workforce Case Management System (OWCMS) and County Finance Information System (CFIS) for client tracking, case management, and financial reporting.
18. Collecting and reporting WIOA performance information.
19. Gathering and reporting customer feedback.
20. Managing fiscal requirements and preparing monthly reports.
21. Ensuring data integrity and maintaining confidentiality.
22. Ensuring dedicated staff for business services, with WDB #1 leading efforts to engage businesses with the workforce system.
23. Working with WDB #1 staff to fulfill state and local mandates.
24. Using the tools, materials, and technologies directed by WDB #1, AGENT, or ODJFS, such as OWCMS, CFIS, etc.
25. Providing full and transparent reporting of all performance information, expenditures, customer feedback, and other data as requested by WDB #1.
26. Submitting expenditure reimbursement requests to the Fiscal Agent on a monthly basis, as prescribed by WDB #1 and AGENT. Entering budget-to-actual reports in CFIS to match budget line items.
27. Utilizing required branding on OhioMeansJobs/American Job Center and WDB #1-related materials.
28. Participating as a partner in the OhioMeansJobs Center and assisting in ensuring OhioMeansJobs Center job duties are covered to serve customers.
29. Developing an annual budget, which reflects the costs for providing basic career services in the OhioMeansJobs Center in coordination with the One-Stop Operator and WDB #1.
30. Developing a budget for WIOA Career Services for the Adult, Dislocated Worker, and youth programs. Budget-to-actual numbers will be presented to WDB #1 on a monthly basis.
31. Assisting WDB #1 with information on workforce services as needed, but is prohibited from writing grants paid from WIOA Career Services funding. Grant writing is an administrative function.
32. Collaborating with WDB #1 on business engagement activities, recognizing that WDB #1 is the lead for business services coordination.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD (WDB #1) RESPONSIBILITIES

A. As applicable, per WIOA Section 107 and 20 CFR 679.370, WDB #1 will:

In collaboration with the Chief Elected Official, develop, and every two years review, the Local WIOA Plan, which must be consistent with the State WIOA Plan, WIOA Section 108 requirements, and 20 CFR 679.550.

Conduct workforce research and regional labor market analysis.

Convene local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.

Lead efforts to engage employers in the local workforce development system.

Collaborate with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.

Lead local efforts to identify and promote proven and promising strategies to meet the needs of employers, workers, and jobseekers in the local workforce area.

Develop strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.

Conduct oversight and monitoring of youth workforce investment activities providers, training providers, OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to workforce development activities under the respective programs and related expenditures.

In collaboration with the Chief Elected Official, negotiate and review every two years local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA Section 116(c), 20 CFR 677, and the state-adjusted levels of performance identified in the State WIOA Plan. Local performance measures will be included in the Local WIOA Plan.

With respect to OhioMeansJobs center operator(s) and providers:

a. Competitively select OhioMeansJobs Center operator(s) in accordance with WIOA Section 121(d), 20 CFR 678.605, and WIOAPL 16-08.

b. Select local youth provider(s) in accordance with WIOA Section 123, 20 CFR 681.400, and WIOAPL 16-11.

c. Identify eligible providers of career services in accordance with WIOA Section 134(c)(2) and eligible providers of training services in accordance with WIOA Section 122. Collaborate with the State to ensure sufficient numbers and types of career and training service providers in order to meet consumer choice requirements.

Coordinate activities with education and training providers in the local workforce area, including: providers of workforce investment activities; providers of adult basic and literacy education activities; providers of career and technical education; and local Rehabilitation Act programs.

Develop a budget for WDB #1 activities with approval of WDB #1 and provide direction to AGENT on disbursement of local funds.

Conduct an annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the local workforce area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.

Certify OhioMeansJobs centers in accordance with WIOA Section 121(g) and applicable ODJFS policy.

B. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of WDB #1, or a member of a standing committee, as applicable, may not:

Vote on a matter under consideration by WDB #1:

- a. Regarding the provision of services by the member (or by an entity that such member represents); or
- b. That would provide direct financial benefit to the member or the immediate family of such member.

Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.

C. As required under the "sunshine provision" in WIOA Section 107(e), and in accordance with 20 CFR 679.390, WDB #1 will conduct business in an open manner by making information about WDB #1 activities available to the public on a regular basis through electronic means and open meetings.

D. WDB #1 will negotiate with local partners in collaboration with the Chief Elected Official to execute a Local Workforce Area MOU in accordance with WIOA Section 121(c). In the event that negotiations fail

to reach consensus on infrastructure costs by the date specified by ODJFS, WDB #1 will notify ODJFS in accordance with applicable WIOA policy.

E. WDB #1 will conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and DOL or their subcontractors as necessary for state and federal evaluation activities.

F. In a timely manner, inform any newly elected Chief Elected Officials of responsibilities and liabilities with respect to WIOA and the local workforce development system, and encourage review and update of existing written agreements.

G. If WDB #1 has chosen to participate in CCMEP, collaborate with county CCMEP agencies as needed to develop a local CCMEP plan.

In order to coordinate CCMEP activities, WDB #1's decision to participate in CCMEP shall be applicable to all of the counties within the local workforce area. WDB #1 must authorize the use of WIOA Youth funds to support CCMEP in order for the local workforce area to receive TANF funds for CCMEP.

WDB #1's execution of an authorization to support CCMEP will serve as evidence of WDB #1's decision to participate in CCMEP and to authorize the use of WIOA Youth funds to support CCMEP.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

AGENT is designated by the Chief Elected Officials as required under OAC 5101:9-31-01(E)(4) to manage local funds under the direction of WDB #1 and/or the Chief Elected Officials. Generally, per 20 CFR 679.420, AGENT will be responsible for the following functions:

A. Receive funds.

B. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget (OMB) Omni-Circular, WIOA, the corresponding federal regulations, and state policies.

C. Respond to audit financial findings.

D. Maintain proper accounting records and adequate documentation.

E. Prepare financial reports.

F. Provide technical assistance to subrecipients with regard to fiscal issues.

ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT

A. This Agreement will be in effect from July 1, 2025 through June 30, 2027 unless this Agreement is suspended or terminated pursuant to Article X prior to the above expiration date.

B. In addition to Section A above, it is expressly understood by PROVIDER, WDB #1, and AGENT that this Agreement will not be valid and enforceable until WDB #1 has received certification from ODJFS, pursuant to ORC 126.07, that there is a sufficient balance in the appropriation that has not already been allocated to pay current obligations.

ARTICLE VII. FUNDING

A. Funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS, and WDB #1 will issue a corresponding allocation letter with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by WDB #1 in accordance with WIOA and the authorizing federal statutes and funding agreements for each funding source listed in the Recitals of this Agreement.

B. PROVIDER expressly understands that no financial obligations may be incurred under this Agreement until the terms listed in Article VI, Section B, have been met and until allocations and allocation letters have been issued to PROVIDER for all programs authorized under this Agreement.

C. PROVIDER expressly agrees that costs incurred under this Agreement will not exceed the amounts specified in the allocation letters for the periods included in the allocation. Further, PROVIDER expressly agrees to comply with the limitations prescribed by WIOA with respect to funding.

D. The authorizing statute and/or funding agreement for each funding source sets forth guidelines and the limit for administrative costs. Administrative expenditures from WIOA Youth and Adult/Dislocated Worker (under WIOA Sections 128 and 133, respectively) funds are limited to ten percent (10%) of the total amount allocated to the local workforce area. Per 20 CFR 683.215, administrative costs are those associated with the following functions:

Overall general administrative functions and coordination of those functions, including:

- a. Accounting, budgeting, financial, and cash management.
- b. Property management.
- c. Personnel management.
- d. Payroll.
- e. Resolution of findings from audits, reviews, investigations, and incident reports.
- f. Audits.
- g. General legal services.
- h. Development of systems and procedures for administrative functions.
- i. Fiscal agent responsibilities.
- j. Oversight and monitoring related to WIOA administrative functions.

- k. Costs of goods and services required for administrative functions.
- l. Travel costs incurred for performance of administrative activities.
- m. Costs of information systems related to administrative functions.
- n. Awards to subrecipients or contractors that are solely for administrative functions.

E. PROVIDER will ensure that separate accounting records are maintained for each funding source authorized hereunder.

F. PROVIDER, WDB #1, and AGENT will ensure that Local Workforce Area MOU costs are reconciled and communicated to the local partners in accordance with the Local Workforce Area MOU on at least a quarterly basis per 20 CFR 678.715 and 20 CFR 678.720.

G. PROVIDER will secure prior approval from the federal funding authority or WDB #1 for an 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.

H. PROVIDER agrees to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agrees to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-02 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.327). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.

I. PROVIDER will ensure 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.

J. PROVIDER understands that availability of funds is contingent on appropriations made to WDB #1 by the Ohio General Assembly, DOL, or HHS. If at any time the WDB #1 Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, WDB #1 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 for the payments to WDB #1 due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of WDB #1, ODJFS, or the State of Ohio.

K. Standards for Financial and Program Management – Pursuant to WIOA Section 184, PROVIDER, as a subrecipient of federal funds, hereby expressly acknowledges obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:

- a. Period of Performance and Availability of Funds – Pursuant to 2 CFR 200.309, 2 CFR 200.343, and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), PROVIDER and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in Article VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
- b. Internal Controls – PROVIDER will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily exchanged in the open market that DOL, ODJFS, PROVIDER, WDB #1, or AGENT considers to be sensitive. PROVIDER will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).
- c. Cost Sharing or Matching – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
- d. Program Income – Per WIOA Section 194(7), income received by PROVIDER under any WIOA Title I program funded hereunder must be used to carry out the program. Further, PROVIDER will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and activities and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
- e. Real Property, Equipment, and Supplies – PROVIDER expressly understands that written approval must be obtained from WDB #1 prior to leasing or purchasing nonexpendable personal property or equipment with a cost of Five Thousand Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited, as are loans of funds provided hereunder. Per WIOA Section 194(11), title, use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 1. Real Property – 2 CFR 200.311, or, if applicable, 45 CFR 75.318.
 2. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 3. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.

L. Per 20 CFR 683.235, NO WIOA Title I funds may be spent on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings, except with prior written approval of the Secretary of DOL.

M. Per 20 CFR 683.250, prohibited costs under WIOA Title I include:

- a. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
- b. Public service employment, except as specifically authorized under WIOA Title I.
- c. Expenses prohibited under any other federal, state, or local law or regulation.
- d. Subawards or contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
- e. Contracts with persons falsely labeling products as being made in America.
- f. Foreign travel costs.

ARTICLE VIII. RECORDS AND REPORTING

A. PROVIDER will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.

B. PROVIDER will ensure that all records relevant to programs and activities funded hereunder 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: WDB #1, DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General, Community Action Organization of Scioto County, Inc., and all duly authorized law enforcement officials.

C. PROVIDER will retain all records related to funds provided hereunder in accordance with 2 CFR 200.334 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of five (5) years after PROVIDER receives the last allocation or payment issued under this Agreement. If an audit, litigation, or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the five-year period, whichever is later.

D. PROVIDER acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the

exception of wage records, those that contain personally identifiable information, or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. Article XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.

E. PROVIDER will enroll and track participants and services in the Ohio Workforce Case Management System (OWCMS) and the County Finance Information System (CFIS) WIOA Client Tracking. PROVIDER will further ensure that information is maintained in accordance with WDB #1, ODJFS, and DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by WDB #1 and AGENT.

F. Maintenance of Additional Records – Pursuant to WIOA Section 185(f), PROVIDER must maintain records with respect to programs and activities carried out under this title that identify:

- a. Any income or profits earned, including such income or profits earned by subrecipients; and
- b. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF PROVIDER

A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501, and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), PROVIDER must have an entity-wide single audit if required and must send one (1) copy of every audit report to Community Action Organization of Scioto County, Inc. and WDB #1, within two (2) weeks of PROVIDER's receipt of any such audit report.

B. PROVIDER has additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:

- a. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- b. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
- c. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.

- d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Agreement may be terminated in accordance with any of the following:

- a. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by PROVIDER, WDB #1, the Chief Elected Official, and AGENT. The termination agreement must be adopted by resolution of the Chief Elected Official 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.
- b. Any party to this Agreement may terminate after giving ninety (90) days' written notice of termination to the other parties 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 ninety-first (91st) day following the receipt of the notice by the other parties.

B. Notwithstanding the provision of Section A of this Article, WDB #1 or AGENT may suspend or terminate this Agreement immediately upon delivery of a written notice to PROVIDER if:

- a. WDB #1 or AGENT loses funding as described in Article VII.
- b. WDB #1 or AGENT discovers any illegal conduct on the part of PROVIDER.
- c. PROVIDER has violated any provision of Article XIII.

C. Pursuant to ORC 5101.241 and 2 CFR 200.339, as applicable, if PROVIDER, WDB #1, AGENT, or any subrecipients materially fail to comply with any term of an award, 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, WDB #1 or AGENT may take any or all of the following actions it deems appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the federal award.
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR 180 and federal awarding agency regulations.
- e. Withhold further federal awards for the project or program.
- f. Take other remedies that may be legally available.

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

- a. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
- b. 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.
- c. Prepare and submit a report to WDB #1 and AGENT, 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.
- d. Perform any other tasks that WDB #1 or AGENT requires.

E. Upon breach or default by PROVIDER of any of the provisions, obligations, or duties embodied in this Agreement, WDB #1 and AGENT will retain the right to exercise any administrative, contractual,

equitable, or legal remedies available, without limitation. A waiver by WDB #1 or AGENT of any occurrence of breach or default is not a waiver of subsequent occurrences. If PROVIDER fails to perform any obligation hereunder 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 XI. NOTICES

A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between PROVIDER, AGENT, and the WDB #1 Director identified in Article I, Section C of this Agreement.

B. Notices to WDB #1 from PROVIDER regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, SAM UEI, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to:

Crystal Keaton, Director Workforce Development Board #14057A Gallia Pike Franklin Furnace, OH 45629
Email: crystal.keaton@sciototech.org

C. Notices to PROVIDER from WDB #1 or AGENT concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to PROVIDER representatives at the addresses appearing on the signature page of this Agreement.

D. All notices in accordance with Sections B and C of this Article 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, return receipt requested).

ARTICLE XII. AMENDMENT AND SUBGRANTS

A. Amendment – This document will constitute the entire agreement between PROVIDER, WDB #1, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. PROVIDER, WDB #1, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by DOL or HHS, will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

B. Subawards

Subgrants – Any subgrants by PROVIDER will be made in accordance with 2 CFR 200.332 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.

Suspension and Debarment – In accordance with 2 CFR 200.214, 2 CFR Part 180, and 45 CFR 75.213, PROVIDER, WDB #1, and AGENT will not make any award or permit any award at any tier to any party

that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180.

Procurement – PROVIDER must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 through 2 CFR 200.327 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

Monitoring and Reporting Program Performance – PROVIDER 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 requirements, including 2 CFR 200.328, 200.329, 200.331, 200.332, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, PROVIDER hereby affirms current and continued compliance with each condition listed in this Article. PROVIDER's certification of compliance with each of these conditions is considered a material representation of fact upon which WDB #1 and ODJFS relied in entering into this Agreement.

A. If at any time PROVIDER is not in compliance with the conditions affirmed in this Section, WDB #1 will consider this Agreement to be void ab initio and will deliver written notice to PROVIDER, the Chief Elected Official, and AGENT. Any funds paid by AGENT under this Agreement for work performed before PROVIDER received such notice will be immediately repaid, or WDB #1 may commence an action for recovery against PROVIDER.

Federal Debarment Requirements – PROVIDER certifies that neither PROVIDER nor any of its principals, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. PROVIDER also affirms that within three (3) years preceding this Agreement, neither PROVIDER nor any of its principals, or subrecipients or subcontractors:

- 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.

Mandatory Disclosures – Pursuant to 2 CFR 200.114, PROVIDER must disclose in writing to WDB #1 in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Qualifications to Conduct Business – PROVIDER affirms that they and any and all subrecipients and subcontractors 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 PROVIDER, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in Ohio, PROVIDER will immediately notify WDB #1 in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.

Unfair Labor Practices – PROVIDER affirms that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify PROVIDER or a subrecipient as having more than one (1) unfair labor practice contempt of court finding.

Finding for Recovery – PROVIDER affirms that PROVIDER, its principals, or subrecipients or subcontractors 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 PROVIDER is not in compliance with the conditions affirmed in this Section B, WDB #1 may immediately suspend or terminate this Agreement and will deliver written notice to PROVIDER, the Chief Elected Official, and AGENT. PROVIDER will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by AGENT for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid, or WDB #1 and AGENT may commence an action for recovery against PROVIDER.

Americans with Disabilities – PROVIDER, its officers, employees, members, subrecipients, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

Fair Labor Standards and Employment Practices

a. PROVIDER certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

b. Pursuant to WIOA Section 188, in carrying out this Agreement, PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, or genetic information 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. PROVIDER agrees to post notices affirming compliance with all applicable federal and state nondiscrimination laws in conspicuous places accessible to all employees and applicants for employment.

d. PROVIDER agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.

Ethics Laws – PROVIDER 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. PROVIDER further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

Nepotism – Per 20 CFR 683.200:

a. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

b. To the extent that an applicable state or local legal requirement regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement must be followed.

Conflict of Interest – In addition to the WIOA restrictions and requirements listed in Article IV, PROVIDER must comply with the following, as applicable:

a. When a local organization functions simultaneously in two (2) or more roles, which may include AGENT, OhioMeansJobs center operator, and direct provider of career or training services, then WDB #1, per 20 CFR 679.430, must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations.

b. PROVIDER 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 such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous two (2) calendar years.

c. PROVIDER agrees to refrain from promising or giving to any WDB #1, AGENT, or 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. PROVIDER further agrees

not to solicit a WDB #1, AGENT, or ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that PROVIDER, its officers, members, and employees are compliant with ORC 102.04 and have filed a statement with WDB #1 and ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).

d. PROVIDER agrees that PROVIDER, 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 PROVIDER's functions and responsibilities under this Agreement. If PROVIDER, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, PROVIDER agrees to immediately disclose the interest in writing to the WDB #1 Director at the address listed in Article XI, Section B. PROVIDER further agrees that the person with the conflicting interest will not participate in any activities hereunder until WDB #1 determines that participation would not be contrary to public interest.

e. PROVIDER, WDB #1, and AGENT 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.

Lobbying Restrictions

a. WIOA Section 195 prescribes the following prohibitions on lobbying:

(1) ****Publicity Restrictions**** – No funds provided under WIOA shall be used for:

(a) Publicity or propaganda purposes; or

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:

(i) The enactment of legislation before Congress or any state or local legislature or legislative body; or

(ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of state or local government.

(2) ****Exception**** – Subparagraph (1) shall not apply to:

(a) Normal and recognized executive-legislative relationships;

(b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any state or local legislature or legislative body; or

(c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any state or local government.

(3) ****Salary Restrictions**** – No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any state government, or a state or local legislature or legislative body.

(4) ****Exception**** – Subparagraph (3) shall not apply to:

(a) Normal and recognized executive-legislative relationships; or

(b) Participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

b. PROVIDER affirms that no federal funds paid to PROVIDER by WDB #1 and AGENT through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby WDB #1 Board Members, Chief Elected Officials, Congress, or any federal agency in connection with any contract, grant, cooperative agreement, or loan. PROVIDER further certifies compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 2 CFR 418, and any other federal law or rule pertaining to lobbying.

c. If the amount of funds authorized hereunder exceeds One Hundred Thousand Dollars (\$100,000.00), PROVIDER 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.

d. PROVIDER 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.

e. PROVIDER certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

Child Support Enforcement – PROVIDER agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that PROVIDER, its employees, and subrecipients and subcontractors 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.

Pro-Children Act – If any activities funded hereunder call for services to minors, PROVIDER 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).

Drug-Free Workplace – PROVIDER, its officers, employees, members, subrecipients, and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 2 CFR 3001 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. PROVIDER will make a good faith effort to ensure that none of its officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

Work Programs – PROVIDER agrees not to discriminate against individuals who have or are participating in any work programs administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.

Jobs for Veterans Act (38 USC 4215), as implemented by 20 CFR 1010 – To the extent possible, PROVIDER agrees to provide priority of service to veterans and covered spouses for any qualified job training program.

Buy American Requirements (41 USC 8302) – To the greatest extent practicable, per WIOA Section 502, PROVIDER agrees to use funds provided hereunder to purchase American-made equipment and products.

Salary and Bonus Limitations – Per WIOA Section 194(15), PROVIDER agrees to comply with all salary and bonus limitations.

Environmental Protections – PROVIDER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. PROVIDER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the federal awarding agency and the Regional Office of the USEPA, ODJFS, WDB #1, and AGENT.

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

If applicable, PROVIDER will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding System for Award Management and Universal Identifier Requirements.

Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if PROVIDER or any subcontractor or subrecipient paid with funds provided hereunder:

- 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.
- c. PROVIDER agrees that they shall notify, and require all of its subrecipients or subcontractors to notify, its employees of the prohibited activities.

Pursuant to Presidential Executive Order 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, PROVIDER is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating vehicles, whether organizationally owned or rented or personally owned.

Pursuant to Presidential Executive Order 13513: Section 4, Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients, PROVIDER 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, 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.

Rights to Inventions – If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and PROVIDER enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," PROVIDER must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the federal awarding agency.

Civil Rights Assurance – PROVIDER hereby agrees that as long as PROVIDER is a recipient of federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and all provisions required by the implementing regulations of the Department of Health and Human Services and Department of Labor. PROVIDER shall require all entities with which it subgrants and contracts to incorporate this Section in

all its existing agreements and contracts that are funded in whole or in part with funds from the Department of Labor or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.

Certification of Compliance – PROVIDER certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subrecipients or subcontractors.

Religious Activities

- a. WIOA Section 188(a)(3) prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
- b. Per 29 CFR 2, Subpart D, WIOA Title I financial assistance may be used to employ or train participants in religious activities only when the assistance is provided indirectly within the meaning of the Establishment Clause of the United States Constitution and not when the assistance is provided directly.
- c. 29 CFR 2, Subpart D also sets forth requirements for equal treatment of religious organizations and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE XIV. CONFIDENTIALITY

A. PROVIDER expressly agrees to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:

- a. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
- b. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
- c. The Privacy Act (5 USC 552a).
- d. 7 USC 2020(e)(8).

- e. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a). This Act is also found in section 444 of the General Education Provisions Act and is intended to protect student records.
- f. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
- g. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Compensation information.
- h. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
- i. 34 CFR 361.38 Protection, use, and release of personal information of Vocational Rehabilitation Services participants.
- j. ORC 149.43(A)(1), lists records that are exempted from treatment as public record.
- k. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
- l. ORC 1347.01(E).
- m. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
- n. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
- o. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of Unemployment Compensation records.
- p. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
- q. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.

- r. OAC 5101:1-1-36. IEVS.
- s. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
- t. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Require county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
- u. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
- v. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
- w. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- x. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.

B. PROVIDER 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. Prior to the execution of such agreements, PROVIDER will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it.

C. PROVIDER will ensure that no WDB #1, AGENT, or ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of WDB #1.

D. PROVIDER 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. PROVIDER 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. PROVIDER expressly agrees to take measures to ensure that no confidential information is accessible by unauthorized individuals.

F. PROVIDER 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.

G. PROVIDER will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, WDB #1 and AGENT agree to be responsible for any liability directly relating to any and all acts of negligence by WDB #1 or AGENT. To the extent permitted by law, PROVIDER agrees to be responsible for any liability directly related to any and all of its own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if PROVIDER, WDB #1, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve the Chief Elected Officials from exclusive liability per WIOA Section 107(d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.

B. Choice of Law; Partial Invalidity: This 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 this Agreement impossible.

C. Construction: Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by WDB #1 to PROVIDER or any other entity, agency, or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against WDB #1, AGENT, the Chief Elected Official, or any of the officers or employees of AGENT, WDB #1, or the Chief Elected Official.

D. Infringement of Patent or Copyright: To the extent allowable by law and subject to ORC 109.02, PROVIDER agrees to defend any suit or proceeding brought against WDB #1, the Chief Elected Official, AGENT, or ODJFS, any official or employees acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by PROVIDER. WDB #1 will provide prompt written notification of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with reasonable cooperation for defense of the suit. WDB #1 and AGENT may participate in the defense of any such action. PROVIDER agrees to pay all damages and costs awarded against WDB #1, 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 are furnished by WDB #1 or ODJFS at PROVIDER's written request, it is at PROVIDER's expense. If any materials, reports, or studies provided by PROVIDER are found to be infringing items and the use or publication thereof is enjoined, PROVIDER agrees, at its own expense and at its option, to procure the right to publish or

continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equal value; or modify them so that they are no longer infringing. PROVIDER's obligations under this Section survive the termination of this Agreement, without limitation.

E. Liens: PROVIDER will not permit any lien or claim to be filed or prosecuted against WDB #1 or AGENT because of any labor, services, or materials furnished. If PROVIDER fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to PROVIDER in connection with this Agreement, WDB #1 or AGENT may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to PROVIDER under this Agreement.

F. Delay: No 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 XI. 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 reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of PROVIDER will be considered controllable by PROVIDER except for third-party manufacturers supplying commercial items and over whom PROVIDER has no legal control. The final determination of whether an instance of delay is excusable lies with WDB #1 in its discretion.

G. Intellectual Property Rights

The federal government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes:

- a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
- b. Any rights of copyright to which PROVIDER 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.

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. Risk Assessment: In accordance with 2 CFR 200.332 and 2 CFR 200.206, WDB #1, as a pass-through entity, evaluates PROVIDER's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, PROVIDER agrees to comply with specific conditions and monitoring requirements posed by WDB #1 to ensure proper accountability and compliance with program requirements and achievement of performance goals.

I. Counterpart Language: This Agreement may be executed in one (1), or more than one (1) 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 (1) and the same agreement.

SIGNATURES ON NEXT PAGE

WORKFORCE DEVELOPMENT BOARD AREA #1

SUBRECIPIENT AGREEMENT

Workforce Innovative Opportunity Act (WIOA)

Signature Page

IN WITNESS WHERE OF, the parties have executed this Sub Recipient Agreement as of the Signature of the Chair of the Workforce Development Board Area #1.

Signature must include the Board Chair, Provider, Chief Elected Official, and the Fiscal Agent.

Workforce Development Board Area #1

Holly Johnson, Board Chair

Date

Fiscal Agent—Scioto County CAO

Steve Sturgill, Executive Director

Date

Chief Elected Official

Scott Powell, Commissioner

Date

Community Action Committee of Pike County

Keith Pitts, Executive Director

Date

SUBRECIPIENT AGREEMENT

Workforce Innovative Opportunity Act (WIOA)

RECITALS

This Subgrant Agreement ("Agreement") is entered into between Workforce Development Board #1 ("WDB #1"), Community Action Organization of Scioto County, Inc. ("AGENT"), and Community Action Organization of Scioto County, Inc. ("PROVIDER") pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC), and Section 5101.20 of the Ohio Revised Code (ORC). This Agreement defines the roles and responsibilities of the parties with respect to the funds allocated to PROVIDER by WDB #1 for WIOA Career Services in Scioto County.

Local Workforce Area 1 representatives include Commissioner Scott Powell, Chief Elected Official, who serves as the representative of the Chief Elected Officials of Local Workforce Area 1; the Local Workforce Development Board (WDB #1); and Community Action Organization of Scioto County, Inc. (AGENT), designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes of this Agreement.

PROVIDER's SAM UEI is: S8VSX318MYB6

PROVIDER has the responsibility to ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with the performance of WIOA career services and youth activities in Scioto County.

This Subgrant Agreement is applicable to all funds allocated to PROVIDER for the operation of WIOA Adult, Dislocated Worker Career Services, and youth services and may include funds from any or all federal awards from DOL under WIOA, the Wagner-Peyser Act, or other federal programs—including, but not limited to—Temporary Assistance for Needy Families (TANF) issued by 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 WDB #1 will issue to PROVIDER per ARTICLE VII, Section A subsequent to the execution of this Agreement. Allocations will be made via the County Finance Information System (CFIS). The Subgrant funds awarded hereunder are not for research and development purposes.

Federal Funding Sources Table

CFDA Number (Assistance Listing)	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	WIOA Adult Program	WIOA Section 136(b)
17.259	WIOA Youth Activities	WIOA Section 136(a)
17.277	WIOA National Dislocated Worker Grants	WIOA Section 170(b)(1)
17.278	WIOA Dislocated Workers	WIOA Section 136(c)
17.804	Jobs for Veterans Act Grants	Jobs for Veterans Act; 38 USC 4104 and 38 USC 4215
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 definitions and in Article I, Section B of this Agreement.

A. Chief Elected Officials: When used in reference to a Local Workforce Area, means the chief elected executive officers of the units of general local government in a local workforce area.

B. Comprehensive Case Management and Employment Program (CCMEP): Statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs. Participating local workforce development boards, WIOA Youth providers, and county departments of job and family services (CDJFSs) collaborate to implement CCMEP strategies.

C. Fiscal Agent (AGENT): An entity appointed by a local workforce area's chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the local workforce area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.

D. Infrastructure Costs: Per WIOA Section 121(h)(4), are the nonpersonnel costs necessary for the general operation of an OhioMeansJobs center to be shared by WDB #1 and local partners per the Local Workforce Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.

E. Local Workforce Area: A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.

F. Local Workforce Area Memorandum of Understanding (MOU): Required under Section 121(c) of WIOA, it is an agreement negotiated and entered into by the local WDB and OhioMeansJobs center partners in agreement with the Chief Elected Officials in a local workforce area. The MOU describes how the parties will provide services and share costs related to the operation of the local workforce development system.

G. Local Partners: The entities referred to in WIOA Section 121(b) as "Required" and "Additional" partners that carry out workforce programs and activities through a local workforce development system.

H. Local WIOA Plan: The local workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local workforce area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.

I. Local Workforce Development Board (WDB #1): The board established by chief elected officials per WIOA Section 107 to set policy and to be responsible for administration and oversight of the local workforce development system in collaboration with the required and additional partners and local workforce stakeholders.

J. Local Workforce Development System: The system established in accordance with WIOA Section 121 through which WIOA and other employment and training services are made available to job seekers and employers in a local workforce area.

K. OhioMeansJobs Center: The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA and are co-branded as "American Job Centers."

L. Planning Region: Geographic region of the state that may include one or more local workforce areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.

M. Provider: A subrecipient who is contracted to provide services under WIOA.

N. Regional Plan: A four-year action plan, developed by the local WDBs and chief elected officials in a planning region, that will serve to develop, align, and integrate the region and local area's job-driven workforce development systems, and provides the platform to achieve the local area's visions and strategic and operational goals.

O. State Infrastructure Funding Mechanism: Per WIOA Section 121(h), if WDB #1 and chief elected officials fail to reach consensus with the local required partners on how infrastructure costs will be shared, the State must determine each partner's proportionate share of infrastructure costs.

P. State WIOA Plan: The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies, and performance goals for the statewide workforce development system.

Q. State TANF Plan: The current Temporary Assistance for 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.

R. State Workforce Development Board: The Ohio Governor's Executive Workforce Board, established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.

S. Temporary Assistance for 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 eligible individuals.

T. 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:

- a. Help individuals maximize their employment opportunities;
- b. Help employers gain access to skilled workers;
- c. Help employers retain skilled workers;
- d. Help develop or enhance the skills of incumbent workers;
- e. Improve the quality of the state's workforce;
- f. Enhance the productivity and competitiveness of the state's economy.

U. Workforce Innovation and Opportunity Act (WIOA): Enacted in July 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers, 29 USC Chapter 32.

V. WIOA Policy Letters (WIOAPLs): ODJFS' interpretation of WIOA rules and regulations as they pertain to local workforce areas and the local implementation of the WIOA programs and services administered by ODJFS.

W. Terms Relevant to Federal Audits and Cost Principles: For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination,"

"auditee," "auditor," "audit finding," "CFDA number," "Assistance Listing," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit" have the same meanings as 2 CFR Part 200, Subpart A.

ARTICLE I. PURPOSE OF THE AGREEMENT AND PROVIDER 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 use of the WIOA funds authorized under this Agreement for career services activities in Local Workforce Area #1.

B. PROVIDER will ensure that funds provided under this Agreement are expended for WIOA career services and youth activities in accordance with the terms of this Agreement, along with all applicable federal, state, ODJFS, WDB #1, and AGENT requirements and restrictions—including, but not limited to, those prescribed in:

- a. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
- b. The Workforce Innovation and Opportunity Act (29 USC Chapter 32) and all corresponding federal regulations.
- c. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, OMB Omni-Circular (2 CFR Part 200)—including the DOL exceptions (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
- d. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
- e. The Local WIOA Plan, the Regional Plan, and the State WIOA Plan.
- f. The applicable sections of ORC Chapters 307, 330, 5101, and 6301.
- g. As applicable, the approved state plan for the Temporary Assistance for Needy Families (TANF) developed pursuant to 42 USC 602.
- h. The terms and conditions of each federal grant award—including any amendments.
- i. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
- j. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
- k. DOL and HHS Guidance Letters and Training and Employment Guidance Letters (TEGLs).
- l. ODJFS Policies, Guidance Letters, and Procedure Manuals.
- m. Approved statutory waivers for WIOA funds.
- n. The applicable provisions of the current appropriations act.
- o. Approved performance measures and negotiated standards.

- p. Terms, conditions, and instructions included in allocation letters and budget notices.
- q. The Local Workforce Area MOU and WDB #1 WIOA Policies.
- r. Fiscal Agent's Policies and Procedures.

C. PROVIDER will report to Crystal Keaton, WDB #1 Director, who may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. PROVIDER will comply with any instructions or requests to the satisfaction of WDB #1 or AGENT within ten (10) business days after receipt of the instructions or requests. All parties 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. PROVIDER will promptly notify the WDB #1 Director per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder. When or if such communication is received by the WDB #1 Director, if appropriate, the WDB #1 Director will initiate an amendment as allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. PROVIDER agrees to consult the WDB #1 Director as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.

D. Expenditure of Public Funds for Offshore Services—Executive Order Requirements

Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, PROVIDER must ensure that no subcontractors or subrecipients that will be paid with funds provided from WDB #1 and AGENT under this Agreement 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, PROVIDER, WDB #1, and AGENT must require all subcontractors and subrecipients to complete the Standard Affirmation and Disclosure Form.

PROVIDER understands and agrees to immediately notify WDB #1 and AGENT of any change or shift in the location(s) of services performed by PROVIDER, WDB #1, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.

Termination, Sanction, Damages: WDB #1 and AGENT are not obligated to and shall not pay for any services provided under this Agreement that PROVIDER or any of their subcontractors or subrecipients 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. PROVIDER shall immediately return all funds paid for those services to AGENT. In addition, if PROVIDER or any of their subcontractors perform any such services outside of the United States, WDB #1 and AGENT may, at any time after the breach, terminate this Agreement for such breach, upon written notice to PROVIDER.

ARTICLE II. WDB #1 RESPONSIBILITIES

WDB #1 will:

A. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and other programs funded under this Agreement.

B. Develop state-adjusted performance accountability measures and support negotiations with local workforce area representatives to develop adjusted local performance accountability measures per WIOA Section 116.

C. Monitor PROVIDER and AGENT performance and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.

D. If necessary, take action against PROVIDER pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I. Any such action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. WDB #1 and/or AGENT will provide the appropriate written notice to the county auditor(s), PROVIDER, and Chief Elected Officials. PROVIDER 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. PROVIDER RESPONSIBILITIES

With respect to WIOA and the local workforce development system, PROVIDER responsibilities include:

1. Providing services within the framework of WIOA federal law, regulations, WDB #1 Plan, Policies and Guidance, ODJFS Policies and Guidance, and OMB Circulars.
2. Ensuring the provision of all required WIOA Career Services to customers including meeting minimum enrollment benchmarks for populations as may be required (e.g., participants with disabilities, individuals with barriers to employment, veterans, etc.).
3. Providing workshops on job search, interviewing, basic job skills, and work readiness.
4. Helping customers with career exploration and job search activities.
5. Participating in job fairs and other hiring events.
6. Assessing customers' skills, abilities, and aptitudes.
7. Determining customers' eligibility for WIOA funding.
8. Identifying customers' supportive service needs.
9. Referring customers to partner programs and ancillary services as needed.
10. Providing Business Services to employers for recruitment, hiring, finding skilled workers, and job fairs, and collaborating with WDB #1 on business services delivery.

11. Developing Individual Employment Plans (IEPs) and/or Individual Opportunity Plans (IOPs) along with the customer.
12. Enrolling persons in training activities including Individual Training Accounts (ITAs), work experiences/internships, pre-apprenticeships and apprenticeships, On-the-Job Training (OJT), and incumbent worker training.
13. Coordinating work-based training activities for enrolled participants (e.g., OJT, Registered Apprenticeships, incumbent worker training, customized training).
14. Utilizing standardized forms (e.g., initial assessment, WIOA eligibility, IEP, ITA, OJT, worksite agreements, supportive services, budget, etc.).
15. Ensuring proper certifications for staff that may be required for any assessment tools.
16. Ensuring that WDB #1 strategic initiatives and policies are implemented in the delivery of services.
17. Ensuring the proper use of Ohio Workforce Case Management System (OWCMS) and County Finance Information System (CFIS) for client tracking, case management, and financial reporting.
18. Collecting and reporting WIOA performance information.
19. Gathering and reporting customer feedback.
20. Managing fiscal requirements and preparing monthly reports.
21. Ensuring data integrity and maintaining confidentiality.
22. Ensuring dedicated staff for business services, with WDB #1 leading efforts to engage businesses with the workforce system.
23. Working with WDB #1 staff to fulfill state and local mandates.
24. Using the tools, materials, and technologies directed by WDB #1, AGENT, or ODJFS, such as OWCMS, CFIS, etc.
25. Providing full and transparent reporting of all performance information, expenditures, customer feedback, and other data as requested by WDB #1.
26. Submitting expenditure reimbursement requests to the Fiscal Agent on a monthly basis, as prescribed by WDB #1 and AGENT. Entering budget-to-actual reports in CFIS to match budget line items.
27. Utilizing required branding on OhioMeansJobs/American Job Center and WDB #1-related materials.
28. Participating as a partner in the OhioMeansJobs Center and assisting in ensuring OhioMeansJobs Center job duties are covered to serve customers.
29. Developing an annual budget, which reflects the costs for providing basic career services in the OhioMeansJobs Center in coordination with the One-Stop Operator and WDB #1.
30. Developing a budget for WIOA Career Services for the Adult, Dislocated Worker, and youth programs. Budget-to-actual numbers will be presented to WDB #1 on a monthly basis.
31. Assisting WDB #1 with information on workforce services as needed, but is prohibited from writing grants paid from WIOA Career Services funding. Grant writing is an administrative function.
32. Collaborating with WDB #1 on business engagement activities, recognizing that WDB #1 is the lead for business services coordination.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD (WDB #1) RESPONSIBILITIES

A. As applicable, per WIOA Section 107 and 20 CFR 679.370, WDB #1 will:

In collaboration with the Chief Elected Official, develop, and every two years review, the Local WIOA Plan, which must be consistent with the State WIOA Plan, WIOA Section 108 requirements, and 20 CFR 679.550.

Conduct workforce research and regional labor market analysis.

Convene local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.

Lead efforts to engage employers in the local workforce development system.

Collaborate with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.

Lead local efforts to identify and promote proven and promising strategies to meet the needs of employers, workers, and jobseekers in the local workforce area.

Develop strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.

Conduct oversight and monitoring of youth workforce investment activities providers, training providers, OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to workforce development activities under the respective programs and related expenditures.

In collaboration with the Chief Elected Official, negotiate and review every two years local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA Section 116(c), 20 CFR 677, and the state-adjusted levels of performance identified in the State WIOA Plan. Local performance measures will be included in the Local WIOA Plan.

With respect to OhioMeansJobs center operator(s) and providers:

- a. Competitively select OhioMeansJobs Center operator(s) in accordance with WIOA Section 121(d), 20 CFR 678.605, and WIOAPL 16-08.
- b. Select local youth provider(s) in accordance with WIOA Section 123, 20 CFR 681.400, and WIOAPL 16-11.

c. Identify eligible providers of career services in accordance with WIOA Section 134(c)(2) and eligible providers of training services in accordance with WIOA Section 122. Collaborate with the State to ensure sufficient numbers and types of career and training service providers in order to meet consumer choice requirements.

Coordinate activities with education and training providers in the local workforce area, including: providers of workforce investment activities; providers of adult basic and literacy education activities; providers of career and technical education; and local Rehabilitation Act programs.

Develop a budget for WDB #1 activities with approval of WDB #1 and provide direction to AGENT on disbursement of local funds.

Conduct an annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the local workforce area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.

Certify OhioMeansJobs centers in accordance with WIOA Section 121(g) and applicable ODJFS policy.

B. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of WDB #1, or a member of a standing committee, as applicable, may not:

Vote on a matter under consideration by WDB #1:

- a. Regarding the provision of services by the member (or by an entity that such member represents); or
- b. That would provide direct financial benefit to the member or the immediate family of such member.

Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.

C. As required under the "sunshine provision" in WIOA Section 107(e), and in accordance with 20 CFR 679.390, WDB #1 will conduct business in an open manner by making information about WDB #1 activities available to the public on a regular basis through electronic means and open meetings.

D. WDB #1 will negotiate with local partners in collaboration with the Chief Elected Official to execute a Local Workforce Area MOU in accordance with WIOA Section 121(c). In the event that negotiations fail

to reach consensus on infrastructure costs by the date specified by ODJFS, WDB #1 will notify ODJFS in accordance with applicable WIOA policy.

E. WDB #1 will conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and DOL or their subcontractors as necessary for state and federal evaluation activities.

F. In a timely manner, inform any newly elected Chief Elected Officials of responsibilities and liabilities with respect to WIOA and the local workforce development system, and encourage review and update of existing written agreements.

G. If WDB #1 has chosen to participate in CCMEP, collaborate with county CCMEP agencies as needed to develop a local CCMEP plan.

In order to coordinate CCMEP activities, WDB #1's decision to participate in CCMEP shall be applicable to all of the counties within the local workforce area. WDB #1 must authorize the use of WIOA Youth funds to support CCMEP in order for the local workforce area to receive TANF funds for CCMEP.

WDB #1's execution of an authorization to support CCMEP will serve as evidence of WDB #1's decision to participate in CCMEP and to authorize the use of WIOA Youth funds to support CCMEP.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

AGENT is designated by the Chief Elected Officials as required under OAC 5101:9-31-01(E)(4) to manage local funds under the direction of WDB #1 and/or the Chief Elected Officials. Generally, per 20 CFR 679.420, AGENT will be responsible for the following functions:

- A. Receive funds.
- B. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget (OMB) Omni-Circular, WIOA, the corresponding federal regulations, and state policies.
- C. Respond to audit financial findings.
- D. Maintain proper accounting records and adequate documentation.
- E. Prepare financial reports.
- F. Provide technical assistance to subrecipients with regard to fiscal issues.

ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2025 through June 30, 2027 unless this Agreement is suspended or terminated pursuant to Article X prior to the above expiration date.

B. In addition to Section A above, it is expressly understood by PROVIDER, WDB #1, and AGENT that this Agreement will not be valid and enforceable until WDB #1 has received certification from ODJFS, pursuant to ORC 126.07, that there is a sufficient balance in the appropriation that has not already been allocated to pay current obligations.

ARTICLE VII. FUNDING

A. Funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS, and WDB #1 will issue a corresponding allocation letter with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by WDB #1 in accordance with WIOA and the authorizing federal statutes and funding agreements for each funding source listed in the Recitals of this Agreement.

B. PROVIDER expressly understands that no financial obligations may be incurred under this Agreement until the terms listed in Article VI, Section B, have been met and until allocations and allocation letters have been issued to PROVIDER for all programs authorized under this Agreement.

C. PROVIDER expressly agrees that costs incurred under this Agreement will not exceed the amounts specified in the allocation letters for the periods included in the allocation. Further, PROVIDER expressly agrees to comply with the limitations prescribed by WIOA with respect to funding.

D. The authorizing statute and/or funding agreement for each funding source sets forth guidelines and the limit for administrative costs. Administrative expenditures from WIOA Youth and Adult/Dislocated Worker (under WIOA Sections 128 and 133, respectively) funds are limited to ten percent (10%) of the total amount allocated to the local workforce area. Per 20 CFR 683.215, administrative costs are those associated with the following functions:

Overall general administrative functions and coordination of those functions, including:

- a. Accounting, budgeting, financial, and cash management.
- b. Property management.
- c. Personnel management.
- d. Payroll.
- e. Resolution of findings from audits, reviews, investigations, and incident reports.
- f. Audits.
- g. General legal services.
- h. Development of systems and procedures for administrative functions.
- i. Fiscal agent responsibilities.
- j. Oversight and monitoring related to WIOA administrative functions.

- k. Costs of goods and services required for administrative functions.
 - l. Travel costs incurred for performance of administrative activities.
 - m. Costs of information systems related to administrative functions.
 - n. Awards to subrecipients or contractors that are solely for administrative functions.
- E. PROVIDER will ensure that separate accounting records are maintained for each funding source authorized hereunder.
- F. PROVIDER, WDB #1, and AGENT will ensure that Local Workforce Area MOU costs are reconciled and communicated to the local partners in accordance with the Local Workforce Area MOU on at least a quarterly basis per 20 CFR 678.715 and 20 CFR 678.720.
- G. PROVIDER will secure prior approval from the federal funding authority or WDB #1 for an 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.
- H. PROVIDER agrees to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agrees to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-02 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.327). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.
- I. PROVIDER will ensure 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.
- J. PROVIDER understands that availability of funds is contingent on appropriations made to WDB #1 by the Ohio General Assembly, DOL, or HHS. If at any time the WDB #1 Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, WDB #1 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 for the payments to WDB #1 due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of WDB #1, ODJFS, or the State of Ohio.
- K. Standards for Financial and Program Management – Pursuant to WIOA Section 184, PROVIDER, as a subrecipient of federal funds, hereby expressly acknowledges obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:

- a. Period of Performance and Availability of Funds – Pursuant to 2 CFR 200.309, 2 CFR 200.343, and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), PROVIDER and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in Article VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
- b. Internal Controls – PROVIDER will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily exchanged in the open market that DOL, ODJFS, PROVIDER, WDB #1, or AGENT considers to be sensitive. PROVIDER will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).
- c. Cost Sharing or Matching – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
- d. Program Income – Per WIOA Section 194(7), income received by PROVIDER under any WIOA Title I program funded hereunder must be used to carry out the program. Further, PROVIDER will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and activities and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
- e. Real Property, Equipment, and Supplies – PROVIDER expressly understands that written approval must be obtained from WDB #1 prior to leasing or purchasing nonexpendable personal property or equipment with a cost of Five Thousand Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited, as are loans of funds provided hereunder. Per WIOA Section 194(11), title, use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 - 1. Real Property – 2 CFR 200.311, or, if applicable, 45 CFR 75.318.
 - 2. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 - 3. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.

L. Per 20 CFR 683.235, NO WIOA Title I funds may be spent on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings, except with prior written approval of the Secretary of DOL.

M. Per 20 CFR 683.250, prohibited costs under WIOA Title I include:

- a. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
- b. Public service employment, except as specifically authorized under WIOA Title I.
- c. Expenses prohibited under any other federal, state, or local law or regulation.
- d. Subawards or contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
- e. Contracts with persons falsely labeling products as being made in America.
- f. Foreign travel costs.

ARTICLE VIII. RECORDS AND REPORTING

A. PROVIDER will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.

B. PROVIDER will ensure that all records relevant to programs and activities funded hereunder 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: WDB #1, DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General, Community Action Organization of Scioto County, Inc., and all duly authorized law enforcement officials.

C. PROVIDER will retain all records related to funds provided hereunder in accordance with 2 CFR 200.334 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of five (5) years after PROVIDER receives the last allocation or payment issued under this Agreement. If an audit, litigation, or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the five-year period, whichever is later.

D. PROVIDER acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the

exception of wage records, those that contain personally identifiable information, or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. Article XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.

E. PROVIDER will enroll and track participants and services in the Ohio Workforce Case Management System (OWCMS) and the County Finance Information System (CFIS) WIOA Client Tracking. PROVIDER will further ensure that information is maintained in accordance with WDB #1, ODJFS, and DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by WDB #1 and AGENT.

F. Maintenance of Additional Records – Pursuant to WIOA Section 185(f), PROVIDER must maintain records with respect to programs and activities carried out under this title that identify:

- a. Any income or profits earned, including such income or profits earned by subrecipients; and
- b. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF PROVIDER

A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501, and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), PROVIDER must have an entity-wide single audit if required and must send one (1) copy of every audit report to Community Action Organization of Scioto County, Inc. and WDB #1, within two (2) weeks of PROVIDER's receipt of any such audit report.

B. PROVIDER has additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:

- a. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- b. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
- c. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.

- d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Agreement may be terminated in accordance with any of the following:

- a. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by PROVIDER, WDB #1, the Chief Elected Official, and AGENT. The termination agreement must be adopted by resolution of the Chief Elected Official 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.
- b. Any party to this Agreement may terminate after giving ninety (90) days' written notice of termination to the other parties 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 ninety-first (91st) day following the receipt of the notice by the other parties.

B. Notwithstanding the provision of Section A of this Article, WDB #1 or AGENT may suspend or terminate this Agreement immediately upon delivery of a written notice to PROVIDER if:

- a. WDB #1 or AGENT loses funding as described in Article VII.
- b. WDB #1 or AGENT discovers any illegal conduct on the part of PROVIDER.
- c. PROVIDER has violated any provision of Article XIII.

C. Pursuant to ORC 5101.241 and 2 CFR 200.339, as applicable, if PROVIDER, WDB #1, AGENT, or any subrecipients materially fail to comply with any term of an award, 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, WDB #1 or AGENT may take any or all of the following actions it deems appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the federal award.
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR 180 and federal awarding agency regulations.
- e. Withhold further federal awards for the project or program.
- f. Take other remedies that may be legally available.

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

- a. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
- b. 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.
- c. Prepare and submit a report to WDB #1 and AGENT, 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.
- d. Perform any other tasks that WDB #1 or AGENT requires.

E. Upon breach or default by PROVIDER of any of the provisions, obligations, or duties embodied in this Agreement, WDB #1 and AGENT will retain the right to exercise any administrative, contractual,

equitable, or legal remedies available, without limitation. A waiver by WDB #1 or AGENT of any occurrence of breach or default is not a waiver of subsequent occurrences. If PROVIDER fails to perform any obligation hereunder 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 XI. NOTICES

A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between PROVIDER, AGENT, and the WDB #1 Director identified in Article I, Section C of this Agreement.

B. Notices to WDB #1 from PROVIDER regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, SAM UEI, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to:

Crystal Keaton, Director Workforce Development Board #14057A Gallia Pike Franklin Furnace, OH 45629
Email: crystal.keaton@sciototech.org

C. Notices to PROVIDER from WDB #1 or AGENT concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to PROVIDER representatives at the addresses appearing on the signature page of this Agreement.

D. All notices in accordance with Sections B and C of this Article 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, return receipt requested).

ARTICLE XII. AMENDMENT AND SUBGRANTS

A. Amendment – This document will constitute the entire agreement between PROVIDER, WDB #1, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. PROVIDER, WDB #1, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by DOL or HHS, will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

B. Subawards

Subgrants – Any subgrants by PROVIDER will be made in accordance with 2 CFR 200.332 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.

Suspension and Debarment – In accordance with 2 CFR 200.214, 2 CFR Part 180, and 45 CFR 75.213, PROVIDER, WDB #1, and AGENT will not make any award or permit any award at any tier to any party

that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180.

Procurement – PROVIDER must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 through 2 CFR 200.327 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

Monitoring and Reporting Program Performance – PROVIDER 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 requirements, including 2 CFR 200.328, 200.329, 200.331, 200.332, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, PROVIDER hereby affirms current and continued compliance with each condition listed in this Article. PROVIDER's certification of compliance with each of these conditions is considered a material representation of fact upon which WDB #1 and ODJFS relied in entering into this Agreement.

A. If at any time PROVIDER is not in compliance with the conditions affirmed in this Section, WDB #1 will consider this Agreement to be void ab initio and will deliver written notice to PROVIDER, the Chief Elected Official, and AGENT. Any funds paid by AGENT under this Agreement for work performed before PROVIDER received such notice will be immediately repaid, or WDB #1 may commence an action for recovery against PROVIDER.

Federal Debarment Requirements – PROVIDER certifies that neither PROVIDER nor any of its principals, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. PROVIDER also affirms that within three (3) years preceding this Agreement, neither PROVIDER nor any of its principals, or subrecipients or subcontractors:

- 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.

Mandatory Disclosures – Pursuant to 2 CFR 200.114, PROVIDER must disclose in writing to WDB #1 in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Qualifications to Conduct Business – PROVIDER affirms that they and any and all subrecipients and subcontractors 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 PROVIDER, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in Ohio, PROVIDER will immediately notify WDB #1 in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.

Unfair Labor Practices – PROVIDER affirms that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify PROVIDER or a subrecipient as having more than one (1) unfair labor practice contempt of court finding.

Finding for Recovery – PROVIDER affirms that PROVIDER, its principals, or subrecipients or subcontractors 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 PROVIDER is not in compliance with the conditions affirmed in this Section B, WDB #1 may immediately suspend or terminate this Agreement and will deliver written notice to PROVIDER, the Chief Elected Official, and AGENT. PROVIDER will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by AGENT for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid, or WDB #1 and AGENT may commence an action for recovery against PROVIDER.

Americans with Disabilities – PROVIDER, its officers, employees, members, subrecipients, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

Fair Labor Standards and Employment Practices

a. PROVIDER certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

b. Pursuant to WIOA Section 188, in carrying out this Agreement, PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, or genetic information 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. PROVIDER agrees to post notices affirming compliance with all applicable federal and state nondiscrimination laws in conspicuous places accessible to all employees and applicants for employment.

d. PROVIDER agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.

Ethics Laws – PROVIDER 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. PROVIDER further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

Nepotism – Per 20 CFR 683.200:

- a. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- b. To the extent that an applicable state or local legal requirement regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement must be followed.

Conflict of Interest – In addition to the WIOA restrictions and requirements listed in Article IV, PROVIDER must comply with the following, as applicable:

- a. When a local organization functions simultaneously in two (2) or more roles, which may include AGENT, OhioMeansJobs center operator, and direct provider of career or training services, then WDB #1, per 20 CFR 679.430, must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations.
- b. PROVIDER 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 such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous two (2) calendar years.
- c. PROVIDER agrees to refrain from promising or giving to any WDB #1, AGENT, or 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. PROVIDER further agrees

not to solicit a WDB #1, AGENT, or ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that PROVIDER, its officers, members, and employees are compliant with ORC 102.04 and have filed a statement with WDB #1 and ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).

d. PROVIDER agrees that PROVIDER, 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 PROVIDER's functions and responsibilities under this Agreement. If PROVIDER, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, PROVIDER agrees to immediately disclose the interest in writing to the WDB #1 Director at the address listed in Article XI, Section B. PROVIDER further agrees that the person with the conflicting interest will not participate in any activities hereunder until WDB #1 determines that participation would not be contrary to public interest.

e. PROVIDER, WDB #1, and AGENT 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.

Lobbying Restrictions

a. WIOA Section 195 prescribes the following prohibitions on lobbying:

(1) ****Publicity Restrictions**** – No funds provided under WIOA shall be used for:

(a) Publicity or propaganda purposes; or

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:

(i) The enactment of legislation before Congress or any state or local legislature or legislative body; or

(ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of state or local government.

(2) ****Exception**** – Subparagraph (1) shall not apply to:

(a) Normal and recognized executive-legislative relationships;

(b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any state or local legislature or legislative body; or

(c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any state or local government.

(3) ****Salary Restrictions**** – No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any state government, or a state or local legislature or legislative body.

(4) ****Exception**** – Subparagraph (3) shall not apply to:

(a) Normal and recognized executive-legislative relationships; or

(b) Participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

b. PROVIDER affirms that no federal funds paid to PROVIDER by WDB #1 and AGENT through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby WDB #1 Board Members, Chief Elected Officials, Congress, or any federal agency in connection with any contract, grant, cooperative agreement, or loan. PROVIDER further certifies compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 2 CFR 418, and any other federal law or rule pertaining to lobbying.

c. If the amount of funds authorized hereunder exceeds One Hundred Thousand Dollars (\$100,000.00), PROVIDER 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.

d. PROVIDER 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.

e. PROVIDER certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

Child Support Enforcement – PROVIDER agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that PROVIDER, its employees, and subrecipients and subcontractors 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.

Pro-Children Act – If any activities funded hereunder call for services to minors, PROVIDER 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).

Drug-Free Workplace – PROVIDER, its officers, employees, members, subrecipients, and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 3001 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. PROVIDER will make a good faith effort to ensure that none of its officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

Work Programs – PROVIDER agrees not to discriminate against individuals who have or are participating in any work programs administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.

Jobs for Veterans Act (38 USC 4215), as implemented by 20 CFR 1010 – To the extent possible, PROVIDER agrees to provide priority of service to veterans and covered spouses for any qualified job training program.

Buy American Requirements (41 USC 8302) – To the greatest extent practicable, per WIOA Section 502, PROVIDER agrees to use funds provided hereunder to purchase American-made equipment and products.

Salary and Bonus Limitations – Per WIOA Section 194(15), PROVIDER agrees to comply with all salary and bonus limitations.

Environmental Protections – PROVIDER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. PROVIDER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the federal awarding agency and the Regional Office of the USEPA, ODJFS, WDB #1, and AGENT.

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

If applicable, PROVIDER will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding System for Award Management and Universal Identifier Requirements.

Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if PROVIDER or any subcontractor or subrecipient paid with funds provided hereunder:

- 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.
- c. PROVIDER agrees that they shall notify, and require all of its subrecipients or subcontractors to notify, its employees of the prohibited activities.

Pursuant to Presidential Executive Order 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, PROVIDER is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating vehicles, whether organizationally owned or rented or personally owned.

Pursuant to Presidential Executive Order 13513: Section 4, Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients, PROVIDER 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, 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.

Rights to Inventions – If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and PROVIDER enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," PROVIDER must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the federal awarding agency.

Civil Rights Assurance – PROVIDER hereby agrees that as long as PROVIDER is a recipient of federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and all provisions required by the implementing regulations of the Department of Health and Human Services and Department of Labor. PROVIDER shall require all entities with which it subgrants and contracts to incorporate this Section in

all its existing agreements and contracts that are funded in whole or in part with funds from the Department of Labor or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.

Certification of Compliance – PROVIDER certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subrecipients or subcontractors.

Religious Activities

- a. WIOA Section 188(a)(3) prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
- b. Per 29 CFR 2, Subpart D, WIOA Title I financial assistance may be used to employ or train participants in religious activities only when the assistance is provided indirectly within the meaning of the Establishment Clause of the United States Constitution and not when the assistance is provided directly.
- c. 29 CFR 2, Subpart D also sets forth requirements for equal treatment of religious organizations and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE XIV. CONFIDENTIALITY

A. PROVIDER expressly agrees to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:

- a. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
- b. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
- c. The Privacy Act (5 USC 552a).
- d. 7 USC 2020(e)(8).

- e. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a). This Act is also found in section 444 of the General Education Provisions Act and is intended to protect student records.
- f. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
- g. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Compensation information.
- h. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
- i. 34 CFR 361.38 Protection, use, and release of personal information of Vocational Rehabilitation Services participants.
- j. ORC 149.43(A)(1), lists records that are exempted from treatment as public record.
- k. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
- l. ORC 1347.01(E).
- m. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
- n. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
- o. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of Unemployment Compensation records.
- p. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
- q. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.

- r. OAC 5101:1-1-36. IEVS.
- s. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
- t. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Require county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
- u. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
- v. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
- w. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- x. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.

B. PROVIDER 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. Prior to the execution of such agreements, PROVIDER will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it.

C. PROVIDER will ensure that no WDB #1, AGENT, or ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of WDB #1.

D. PROVIDER 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. PROVIDER 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. PROVIDER expressly agrees to take measures to ensure that no confidential information is accessible by unauthorized individuals.

F. PROVIDER 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.

G. PROVIDER will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, WDB #1 and AGENT agree to be responsible for any liability directly relating to any and all acts of negligence by WDB #1 or AGENT. To the extent permitted by law, PROVIDER agrees to be responsible for any liability directly related to any and all of its own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if PROVIDER, WDB #1, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve the Chief Elected Officials from exclusive liability per WIOA Section 107(d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.

B. Choice of Law; Partial Invalidity: This 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 this Agreement impossible.

C. Construction: Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by WDB #1 to PROVIDER or any other entity, agency, or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against WDB #1, AGENT, the Chief Elected Official, or any of the officers or employees of AGENT, WDB #1, or the Chief Elected Official.

D. Infringement of Patent or Copyright: To the extent allowable by law and subject to ORC 109.02, PROVIDER agrees to defend any suit or proceeding brought against WDB #1, the Chief Elected Official, AGENT, or ODJFS, any official or employees acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by PROVIDER. WDB #1 will provide prompt written notification of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with reasonable cooperation for defense of the suit. WDB #1 and AGENT may participate in the defense of any such action. PROVIDER agrees to pay all damages and costs awarded against WDB #1, 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 are furnished by WDB #1 or ODJFS at PROVIDER's written request, it is at PROVIDER's expense. If any materials, reports, or studies provided by PROVIDER are found to be infringing items and the use or publication thereof is enjoined, PROVIDER agrees, at its own expense and at its option, to procure the right to publish or

continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equal value; or modify them so that they are no longer infringing. PROVIDER's obligations under this Section survive the termination of this Agreement, without limitation.

E. Liens: PROVIDER will not permit any lien or claim to be filed or prosecuted against WDB #1 or AGENT because of any labor, services, or materials furnished. If PROVIDER fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to PROVIDER in connection with this Agreement, WDB #1 or AGENT may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to PROVIDER under this Agreement.

F. Delay: No 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 XI. 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 reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of PROVIDER will be considered controllable by PROVIDER except for third-party manufacturers supplying commercial items and over whom PROVIDER has no legal control. The final determination of whether an instance of delay is excusable lies with WDB #1 in its discretion.

G. Intellectual Property Rights

The federal government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes:

- a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
- b. Any rights of copyright to which PROVIDER 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.

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. Risk Assessment: In accordance with 2 CFR 200.332 and 2 CFR 200.206, WDB #1, as a pass-through entity, evaluates PROVIDER's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, PROVIDER agrees to comply with specific conditions and monitoring requirements posed by WDB #1 to ensure proper accountability and compliance with program requirements and achievement of performance goals.

I. Counterpart Language: This Agreement may be executed in one (1), or more than one (1) 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 (1) and the same agreement.

SIGNATURES ON NEXT PAGE

WORKFORCE DEVELOPMENT BOARD AREA #1
SUBRECIPIENT AGREEMENT

Workforce Innovative Opportunity Act (WIOA)

Signature Page

IN WITNESS WHERE OF, the parties have executed this Sub Recipient Agreement as of the Signature of the Chair of the Workforce Development Board Area #1.

Signature must include the Board Chair, Provider, Chief Elected Official, and the Fiscal Agent.

Workforce Development Board Area #1

Holly Johnson, Board Chair

Date

Fiscal Agent & Provider— Community Action Organization of Scioto County, Inc.

Steve Sturgill, Executive Director

Date

Chief Elected Official

Scott Powell, Commissioner

Date

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES GRANT AGREEMENT

G-2627-15-0085

RECITALS:

This Grant Agreement (Agreement) is between the Ohio Department of Job and Family Services (ODJFS) and representatives of Workforce Development Board 1 (GRANTEE) and created pursuant to the grant awarded by ODJFS to GRANTEE. GRANTEE hereby accepts the grant and agrees to comply with all the terms and conditions set forth in this Agreement.

The Award will be paid from State General Revenue Funds as approved in Ohio's House Bill 96 (H.B. 96) Biennium Budget. Appropriation item 6004.50 Program Operations provides that \$10,000,000 in each fiscal year for the Growing Rural Independence Together (GRIT) project. The project will be administered by ODJFS in coordination with the Governor's Office of Appalachia and the Department of Development. The project will expand the qualified worker pipeline, remove barriers to fill local and remote jobs, and promote entrepreneurial endeavors in economically distressed and at-risk areas within the Appalachian region of Ohio, as defined in section 107.21 of the Ohio Revised Code, and other like counties within the State.

Local Workforce Development Area 1 includes the following representatives:

1. Chief Elected Officials (GRANTEE) of the local workforce area, which are the Adams, Brown, Scioto, and Pike County Boards of Commissioners;
2. Local Workforce Development Board #1; and
3. Fiscal Agent (AGENT), which is the Community Action Organization of Scioto County.

All Local Workforce Development 1 parties are required to sign this agreement.

AGENT's SAM UEI is: S8VSX318MYB6

ARTICLE I. PURPOSE; GRANT ACTIVITIES

A. GRANTEE will implement and complete the following:

1. Establish a collaborative with private business and public sector partners, virtual workforce development centers and supportive resources to place unemployed and underemployed youth and adults into jobs.
2. Support assessment, coaching, wraparound services, and other career development and training activities for both high school youth and adults.
3. Execute an agreement with each participating local workforce area and OhioMeansJobs Centers defined in the "Operational Costs" line item of the program budget found in Attachment A.
4. Attend meetings, provide reporting, and detailed line-item invoices as prescribed by the Office of Workforce Development Agreement Manager.

The project budget is included as Attachment A.

GRANTEE will not report or submit any confidential or identifying information to ODJFS under this Agreement.

B. The ODJFS Agreement Manager is Sonia Tillman or successor.

C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 days after GRANTEE's

receipt of the requests or instructions. ODJFS and GRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the grant activities described in this Agreement and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect upon signature of the ODJFS Director through June 30, 2027, for a period of performance beginning July 1, 2025 and ending June 30, 2027, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODJFS and GRANTEE 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 Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify GRANTEE when this certification is given.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the grant is \$20,000,000.00. ODJFS will provide GRANTEE with funds in an amount up to \$10,000,000.00 for State Fiscal Year (SFY) 2026 and up to \$10,000,000.00 for SFY 2027 expressly to perform the grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.
- B. With the exception of travel expenses, line-item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs listed below will require a formal amendment to this Agreement.
- C. It is further agreed that reimbursement of travel expenditures shall not exceed \$3,750.00 for SFY 2026 and \$3,750.00 for SFY 2027, which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- D. Compensation will be made as reimbursement for actual expenditures incurred upon submission and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget incorporated below Attachment A.
- E. GRANTEE will submit detailed invoices on a monthly basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
 - 1. GRANTEE's name, complete address, and federal tax identification number;
 - 2. Agreement number and dates;
 - 3. Purchase order number;
 - 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, description of grant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and

5. Receipt or other proof of cost; and
 6. Other documentation requested by the ODJFS Agreement Manager.
- F. GRANTEE expressly understands that ODJFS will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- G. GRANTEE expressly understands that ODJFS does not have the ability to compensate GRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. GRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source 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.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon 30 calendar days written notice to the other party, either party may terminate this Agreement. Upon written notice to GRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections A or B, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by GRANTEE; or
 3. GRANTEE has violated any provision of ARTICLE VIII.

Suspension or termination under this provision shall not entitle GRANTEE to any rights or remedies described in Section E of this ARTICLE.

- D. GRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated grant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and grants related to suspended or terminated grant activities;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all grant activities and includes the results accomplished and the conclusions reached through grant activities;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this grant; and
 5. Perform any other tasks ODJFS requires.

- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid grant funds due to GRANTEE for grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS and GRANTEE agree that communication regarding grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from GRANTEE that concern changes to GRANTEE'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 GRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices 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 VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any grant agreements executed for the performance of Activities relative to this Agreement:

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with grant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or grant executed by GRANTEE for work under this Agreement.

- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's marketplace and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, 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 3 years after GRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3 year period if the action is resolved prior to the end of the 3-year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this grant is 5 years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. If applicable, GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, GRANTEE further agrees to include the terms of this Section in any grant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. It is agreed that line-item budget modifications may be made, in writing, upon approval by the ODJFS Agreement Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the grant without the prior written approval of ODJFS. GRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE'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, GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE 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 GRANTEE.
1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
 - 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 federal, state, or local public 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; or
 - 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 federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** GRANTEE affirms that it has 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 GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all grant activities.
 3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is 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 GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Americans with Disabilities.** GRANTEE, 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. GRANTEE 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, GRANTEE shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 45 CFR part 60.
- c. GRANTEE 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. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

3. Ethics and Conflicts of Interest Laws.

- a. GRANTEE 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 2019-11D pertaining to ethics. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. GRANTEE 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 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 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. GRANTEE 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. GRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. GRANTEE agrees that GRANTEE, 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 GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE 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. GRANTEE further agrees that the person with the conflicting interest will not participate in any grant activities until ODJFS determines that participation would not be contrary to public interest.

4. Lobbying Restrictions.

- a. GRANTEE affirms that no federal funds paid to GRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

5. Child Support Enforcement. GRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that GRANTEE and its employees 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.

6. **Pro-Child Act.** If any grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke 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 18.
7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** GRANTEE 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 Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. GRANTEE further affirms that no services from or investments in Russian institutions or companies will be purchased under this Agreement.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:
 - (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for GRANTEE and all subcontractors.
 - c. GRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. **Termination, Sanction, Damages:** ODJFS is not obligated and shall not pay for any services provided under this Agreement that GRANTEE 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 GRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if GRANTEE 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 GRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Civil Rights Assurance.** The GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
12. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE 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 GRANTEE. 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. GRANTEE 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 GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE 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 GRANTEE under this Section survive the termination of this Agreement, without limitation.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE 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 GRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE 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 GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE 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 GRANTEE under this Agreement.

- E. **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 V. 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 GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall 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 shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this 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 Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

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

SIGNATURE PAGE

G-2627-15-0085

THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Workforce Development Board 1
433 Third Street
P.O. Box 525
Portsmouth, Ohio 45662

Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

Crystal Keaton, Director

Matt Damschroder, Director

Signature

Date

Printed Name & Title of Chief Elected Official

Signature

Date

Printed Name & Title of LWDB Representative

Signature

Date

Printed Name & Title of Fiscal Agent Representative

Signature

Date

GRIT 4.0 SFY 26/27**PY 26**

Category	Amount	Notes
Assessments/Career Coaching	\$1,801,141	Adult & Youth #3800 served
Career Navigators	\$1,000,000	#55 high schools served
Career Services/Training	\$2,168,724	Adult & Youth Training, partner professional dev.
Remote Eco-Centers	\$390,038	upkeep # 3 centers, development 1 additional center
Operating Costs *	\$4,640,097	outreach, staffing, mileage, fiscal, admin, indirect etc.
	\$10,000,000.00	Not to exceed \$10,000,000

PY 27

Category	Amount	Notes
Assessments/Career Coaching	\$1,801,141	Adult & Youth #3800 served
Career Navigators	\$1,000,000	#55 high schools served
Career Services/Training	\$2,168,724	Adult & Youth Training, partner professional dev.
Remote Eco-Centers	\$390,038	upkeep # 3 centers, development 1 additional center
Operating Costs *	\$4,640,097	outreach, staffing, mileage, fiscal, admin, contractual, etc.
	\$10,000,000.00	Not to exceed \$10,000,000
	\$20,000,000.00	Total SFY 26/27 Not to exceed \$20,000,000

*See attached Operating Cost budget

GRIT 4.0 SFY 26/27**Operating Cost Budget Area 1 PY 26**

Category	Amount	Notes
Area 1 Fiscal Agent	\$44,000	Payments, Audits, Monitoring \$3667/month x 12
Area 1 Admin Staffing	\$73,888	20% Director, 20% Admin Asst, 50% Prg Mng
Area 1 Supplies	\$600	Office Supplies \$50/month x 12
Area 1 Lease	\$1200	20% of lease \$1500/quarter=\$300/quarter X4 quarters
Area 1 Telephone	\$660	\$55/month x12
Area 1 Mileage	\$2400	Federal Rate 70 cents at 286 miles/month x12
Area 1 Travel/Seminars/Conferences	\$1350	Up to 2 conference/2 trainings/ perdeim \$35/day
Operations Contractual: OMJ Adams Brown	\$80,000	
Operations Contractual: Ashtabula Tech	\$124,400	CCMEP Provider for Ashtabula Co
Operations Contractual: OMJ Belmont	\$39,112.50	
Operations Contractual: OMJ Carroll	\$7750	
Operations Contractual: OMJ Clermont	\$22,500	
Operations Contractual: OMJ Harrison	\$8500	Estimated, still needs to formally apply, in the works
Operations Contractual: OMJ Highland	\$45,000	
Operations Contractual: OMJ Jackson	\$15,000	
Operations Contractual: OMJ Jefferson	\$58,023.50	
Operations Contractual: LWDA 17	\$14,400	Serving Mahoning & Columbiana Counties
Operations Contractual: OMJ Meigs	\$35,500	
Operations Contractual: OVER WDA 15	\$84,875	Serving Noble, Monroe, Morgan & Washington Co.
Operations Contractual: OMJ Perry	\$15,710.50	
Operations Contractual: OMJ Pike	\$76,066.50	
Operations Contractual: OMJ Scioto	\$150,000	
Operations Contractual: OMJ Tuscarawas	\$42,148	
Operations Contractual: Future Plans	\$3,697,013.00	Serving all counties in the project
PY 26	\$4,640,097	Not to exceed \$4,640,097

GRIT 4.0 SFY 26/27**Operating Cost Budget Area 1 PY 27**

Category	Amount	Notes
Area 1 Fiscal Agent	\$44,000	Payments, Audits, Monitoring \$3667/month x 12
Area 1 Admin Staffing	\$73,888	20% Director, 20% Admin Asst, 50% Prg Mng
Area 1 Supplies	\$600	Office Supplies \$50/month x 12
Area 1 Lease	\$1200	20% of lease \$1500/quarter=\$300/quarter X4 quarters
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Operations Contractual: OMJ Pike	\$76,066.50	
Operations Contractual: OMJ Scioto	\$150,000	
Operations Contractual: OMJ Tuscarawas	\$42,148	
Operations Contractual: Future Plans	\$3,697,013.00	Serving all counties in the project
PY 27	\$4,640,097	Not to exceed \$4,640,097
Total for PY 26 & PY 27	\$9,280,194	Not to exceed \$9,280,194



Workforce Development Board Area 1

4057-A Gallia Pike
Franklin Furnace, OH 45629
(740) 259-6943

Crystal Keaton, Executive Director
Holly Johnson, Board Chair

www.omjwda1.org

GRIT Project Summer Programs 2026 Released: November 20, 2025 Proposal Due: January 9, 2026

Under the auspices of the Workforce Innovation and Opportunity Act (WIOA), the Workforce Development Board #1 covering Adams, Brown, Pike and Scioto Counties (hereafter referred to as "WDB #1") works in partnership with the Chief Elected Officials of Adams, Brown, Pike and Scioto Counties (hereafter referred to as "CEO") to set the workforce policies for Local Workforce Area 1. Per the Area's Intergovernmental Agreement, the CAO of Scioto County, Inc. is designated as the fiscal agent.

The WDB #1 is issuing this Request for Quotes (RFQ) to solicit proposals from post-secondary training providers and apprenticeships/pre-apprenticeships interested in serving as a training provider for the Summer GRIT (Growing Rural Independence Together) Programs. Summer GRIT Programs will be operated within a window of time between June 1, 2026 to August 15, 2026; with the understanding that short 3 to 6-week training programs are the preference of the GRIT Summer Programs.

Respondents must propose to provide services for counties designated by the Ohio Department of Job and Family Services (ODJFS) to be served by GRIT.

Workforce Development Board Area 1's GRIT Project invites proposals for the 2026 high school summer workforce training programs. The purpose of these programs is to empower rising and graduating high school seniors through workforce credential certifications, internship/job placement opportunities, and robust job retention tracking. Our objective is to equip students with short term training and certified workforce credentials that align with in-demand fields, preparing them for further postsecondary education and training or direct entrance into the workforce.

The Summer GRIT Programs has a budget up to \$500,000 for Summer 2026. Up to 6 (six) training providers/apprenticeships will be selected through this RFQ.

As we enter the fifth grant cycle for the Summer GRIT Programs, our primary emphasis is on achieving in-demand and critical workforce credentials for young people with measurable outcomes. The GRIT Project will allocate funding for workforce training experiences through a braided funding stream, in collaboration



A proud partner of American Job Center network

Locations: Adams County	Brown County	Pike County	Scioto County
19221 St. Rt. 136 Winchester, OH 45697	406 W. Plum Street Georgetown, OH 45121	941 Market Street Piketon, OH 45661	433 Third Street Portsmouth, OH 45662
937-695-0316 800-233-7891	937-795-0316 800-553-7393 Ext 261	740-289-2371	740-354-7544

OhioMeansJobs

Adams, Brown, Pike & Scioto Counties

A proud partner of the
American Job Center network

where available with our OhioMeansJobs and Comprehensive Case Management and Employment Program (CCMEP) Youth Program partners.

As a reference, here is a link to the program offerings from summer 2025 - <https://www.gritohio.org/summer-training-2026/>

PROPOSAL REQUIREMENTS

Proposals must provide a comprehensive summary of how your organization plans to implement these programs, addressing the following key areas:

- Program Overview
 - Describe the program's structure and its alignment with the overarching mission of your organization.
- Program Selection
 - Explain how your program aligns with the GRIT career data regarding youth interest and abilities; and how it ties to in-demand workforce opportunities across Ohio's Appalachian region. See "Exhibit A" – Youth GRIT Data.
- Marketing
 - Detail your marketing strategy to promote these programs, including target audiences and outreach channels.
 - Specify the team or department within your organization responsible for overseeing these marketing efforts.
- Enrollment

The GRIT Project will take lead on promoting the summer program offerings across participating high schools.

- Explain how your organization plans to support the recruitment and enrollment efforts. Include which staff/staff roles that will serve as points of contact.
- How will your organization support the retention and completion of the program by participants?
- What wrap-around support services will be provided to support this outcome?
- In support of using a braided funding stream with the primary being GRIT grant funds, and where available funding through the OhioMeansJobs Centers and Comprehensive Case

Management and Employment Program (CCMEP) and other appropriate and available workforce development funds, how will your organization collaborate with local OhioMeansJobs Centers?

- Course Delivery
 - Provide insights into the delivery methods and instructional approaches that will be employed during the programs.
- Data Reporting and Accountability

Training providers are responsible for timely reporting of all student outcomes, credential information, and documented next steps to Workforce Development Board Area 1 and the GRIT Project.

- Describe your process for collecting, organizing, and submitting the following information:
 - Student credential completion status and certification details
 - Documented next steps determined by each student (continued training, internship, full-time employment, or other pathway)
 - Timeline for data submission (specify frequency and format)
 - System or method used for tracking and reporting this information
 - Point of contact within your organization responsible for data reporting
 - Explain how your organization will ensure accuracy and timely delivery of performance data throughout the program and at designated follow-up intervals.
- Credential Completion
 - Share your strategies for ensuring that students successfully complete their certifications in line with program goals.
 - Share your current completion rate for students served in similar or same program.
- Internships/Job Placements
 - Present the range of internships and job placement services your organization can offer to participants.
 - Describe your process for collaborating with local OhioMeansJobs Centers to ensure that students are connected with local workforce development services and employment opportunities.
 - Share your current placement data for students in same or similar programs.

- Follow-up
 - Outline your process for post-program follow-up, including methods for tracking job retention and assessing the overall impact of the initiative.

- Performance Measurement

Workforce Development Board Area 1 and The GRIT Project will measure impact and success of these summer programs by:

- Percentage of students passing the industry credential
 - Concrete next steps determined by the student to either continue training, enter an internship or enter full-time employment
 - Students follow through with the next steps as measured at the 90 and 180-day mark post-program completion
 - Student outcome tracking to be performed by the selected training providers/apprenticeships
 - Provide acknowledgement of the requirement to provide the above performance information
- Areas of Support
 - Specify any areas where your organization may require additional support or collaboration to ensure the success of these programs.

COST PROPOSAL

Respondents must include responses to the following items:

- Submit a line item budget and narrative budget to provide a Cost Proposal for the services proposed in the Narrative Proposal.
- Discuss your organization's primary funding sources and how cash flow is sufficient to operate the program on a cost reimbursement basis.

Attachment 1:

Cover Sheet must be completed, signed and submitted with Proposal.

Attachment 2:

The Respondent shall agree to the items listed in Attachment 2 of this RFQ – Assurances and Certifications. This Assurances and Certifications document shall be signed and dated.

Acceptance and Rejection of Proposals

WDB #1 reserves the right to

- A. Reject any proposal, or any part thereof; and
- B. Waive any informality in the proposals.

The decision by the full WDB #1 shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFQ documents or excuse the Respondent from full compliance with its specifications if Respondent is awarded the contract.

Proposal Evaluation

The review process shall be conducted in four steps. Although it is hoped and expected that a Respondent will be selected as a result of this process, WDB #1 reserves the right to discontinue the procurement process at any time.

Step 1: Preliminary Review

Step 2: Evaluation Committee Review

Step 3: Request for Additional Information (if deemed necessary)

Step 4: Recommendation to the Board

Proposal Selection

Proposal selection does not guarantee that a contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance to the Proposal Evaluation steps.
- B. Based upon the results of the evaluation and the Review Committee's recommendation(s), WDB #1 will select the Provider for the services that it determines to be the most advantageous, with price and other factors being considered.
- C. The WDB #1 and Fiscal Agent (CAO of Scioto County, Inc.) will work with the selected Provider(s) to finalize details of the contract to be executed.
- D. If the WDB #1, Fiscal Agent, and selected Provider are able to successfully agree with the contract terms.
- E. If the WDB #1, Fiscal Agent and selected Provider are unable to come to terms regarding the contract in a timely manner as determined by WDB #1 then WDB #1 will terminate the contract discussions with the Provider. In such event, the WDB #1 reserves the right to (1) select another Provider from the RFQ process, (2) cancel the RFQ altogether, or (3) reissue the RFQ as deemed necessary.

Additional Information:

- Respondent must disclose any existing or pending or threatened court actions and/or claims against the Respondent, parent company, or subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal and/or contract.
- By submitting a proposal, the Respondent certifies the proposal and pricing will remain in effect for 180 calendar days after the proposal submission date. Additionally, the Respondent will be held accountable to know the specifications and conditions under which the resulting contract will be

accomplished, including, but not limited to the contents of all proposal documents, regulations and applicable laws.

- Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to Ohio Revised Code (ORC) 149.43. Any portion of the proposal to be held confidential should be marked "PROPRIETARY" in the upper right corner and will not be considered public record if it clearly falls within an exemption enumerated in ORC 149.43. Cost proposal pages of the document shall be considered public information.
- No costs will be paid to the Respondent to cover the cost of preparing a proposal or procuring a contract for services or supplies pursuant to this RFP. All materials submitted in response to the RFP will become the property of the WDB #1 and may be returned only at the WDB #1's option and at the Respondent's expense.
- If, in the opinion of the WDB #1, information included within Respondent's proposal was intended to mislead the WDB #1 in its evaluation of the proposal, the proposal will be rejected.

Submission Information:

Please submit detailed responses to the above areas as well as complete Attachment 1 and Attachment 2 through email at **wdalrfp@gmail.com** by **January 9, 2026 at 4:00 p.m.** Late submissions will not be reviewed. Submissions longer than 10 pages (excluding Attachment 1 & 2 from the page count) will not be reviewed.

Workforce Development Board Area 1 anticipates selecting multiple proposals that best align with The GRIT Project's mission and vision. We look forward to reviewing innovative and impactful proposals that will contribute to the success of the Summer 2026 GRIT Programs. Selections will be made by January 31, 2026 and all proposals will be notified in writing of the selections.

Point of Contact: Crystal Keaton, Workforce Development Board Area 1 Director
 4057A Gallia Pike, Franklin Furnace, OH 45629
 wdalrfp@gmail.com
 740-259-6941



Workforce Development Board Area 1

4057-A Gallia Pike
Franklin Furnace, OH 45629
(740) 259-6943

Crystal Keaton, Executive Director
Holly Johnson, Board Chair

www.omjwda1.org

Memorandum of Understanding

Between Workforce Development Board Area 1 (WDA 1)

And Bright Local Schools

Parties:

This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into by and between the Workforce Development Board Area 1 (hereinafter referred to as WDA1), whose address is 4057-A Gallia Pike, Franklin Furnace, OH 45629 and the Bright Local School District (hereinafter referred to as Bright Local) whose address is 44 N. High St., Mowrystown, OH 45155.

Purpose:

The purpose of this MOU is to establish a partnership under which the GRIT Project's Virtual Job Center initiatives can be met. Bright Local has constructed a 6000 sq. ft. post and frame building built on a footer, that includes approximately 2000 sq. feet for cubical style work and training spaces, 2000 sq. ft. for a medical and behavioral health center with medical lab and receptionist space, 1000 sq. ft. for a coffee shop, breakroom, stockroom and restrooms and 1000 sq. ft. open space that can be utilized for specialized virtual and hand-on trainings, workforce readiness activities, life skills education, meeting space with training providers and employers all to form an accessible and successful remote work ecosystem. Bright Local now seeks to finish this project with exterior signage, furniture, technology, and the build out of "The Den"—a student run shop that will be the hub for student internships, credentialing, customer service training and workforce readiness experiences. See attachment #1 proposed layout of center.

Term of MOU:

This MOU is effective as of November 19, 2025 and shall remain in full force and effect for not longer than June 30, 2027. This MOU may be terminated without cause, by either party upon fourteen (14) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

Bright Local Responsibilities:

To develop a Remote Work Ecosystem in Southwest Highland County. The center will meet the space requirements for multiple employers, including utilities, broadband internet service, general office space, parking, security, and ADA requirements. Bright Local will do so through contracting with service vendors to prepare the space adequately for commercial purposes utilizing Bright Local procurement and financial policy/procedures. Bright Local's procurement policy is Attachment #2. Bright Local is



OhioMeansJobs.

Adams, Brown, Pike & Scioto Counties

A proud partner of the
American Job Center network

A proud partner of American Job Center network

Locations: Adams County

19221 St. Rt. 136
Winchester, OH 45697

937-695-0316
800-233-7891

Brown County

406 W. Plum Street
Georgetown, OH 45121

937-795-0316
800-553-7393 Ext 261

Pike County

941 Market Street
Piketon, OH 45661

740-289-2371

Scioto County

433 Third Street
Portsmouth, OH 45662

740-354-7544

responsible for all liability of the project during and after this MOU. The virtual job project is not to exceed more than \$250,000.00 for the following: exterior signage, furniture, technology, (security cameras, door card access, fiber & CAT6 cabling, wireless APs, network switches, battery backup system, phones, IP speaker paging), student run shop area "The Den" build out (electric/drywall, countertops, equipment/supplies).

After completion Bright Local will operate and maintain the remote work ecosystem center.

Bright Local must invoice WDA1 for all cost related to the project no later than June 30, 2027.

Responsibilities of WDA1:

Providing technical assistance with using GRIT Grant funds to develop a Virtual Job Center. Reimbursing invoices related to the Virtual Job Center within 30 days of receiving invoices; all invoices must be received by June 30, 2027 and shall not cost more than \$250,000.00 for the following: exterior signage, furniture, technology, (security cameras, door card access, fiber & CAT6 cabling, wireless APs, network switches, battery backup system, phones, IP speaker paging), student run shop area "The Den" build out (electric/drywall, countertops, equipment/supplies).

WDA 1 will provide best practices on how to operate and maintain center, but will not be responsible for the center's operation.

General Provisions:

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

By signing, each party affirms that this MOU accurately describes the negotiated responsibilities and costs.

Representative from WDA 1 Signature

Date

Printed Name and Title

Representative from Bright Local School District

Date

Printed Name and Title



BRIGHT LOCAL SCHOOL DISTRICT

P.O. Box 299, 44 N. High St.

Mowrystown, Ohio 45155

937-442-3114 / Fax: 937-442-6655

Superintendent: JASON ILES

Treasurer: JEFF ROWLEY

Whiteoak Jr./Sr. High Principal: JP GAUCHE

Bright Elementary Principal: WHITNEY GOBIN

Attachment #1

Dear Stakeholders,

I am submitting this updated budget request of \$250,000 to complete the final phase of the Bright Local Schools Workforce & Remote Learning Center at Whiteoak High School.

This phase delivers the essential, student-facing components that turn the facility into a daily, career-ready learning hub:

1. **Wildcat Den**

Equipping and furnishing a student-run shop to serve as a vibrant campus hub. The Den will anchor internships, industry-recognized credentialing, customer-service training, and workforce readiness while providing a welcoming gathering place that strengthens community-school connections.(\$100,000)

2. **Furnishings for the Workforce & Remote Learning Center**

Completing student areas and counseling rooms with appropriate furniture to create an environment that supports learning, collaboration, advising, and personal growth (quiet testing, small-group work, and career/college counseling).\$86,600

3. **Safety, Security, and Signage**

Implementing FOB door access, updated visitor cameras, and specialized Wildcat-branded signage (including exterior "Wildcat logo + Workforce/Remote Learning Center"). These measures ensure a safe, professional, and secure experience for students, staff, guests, and industry partners.(\$69,400)

This final phase will deliver a career-ready hub—student internships, industry credentials, customer-service/operations skills—and flexible spaces for tutoring, advising, and hybrid/virtual coursework, strengthening school-community partnerships and advancing district goals for academic rigor, access, and workforce readiness. We request \$250,000 to complete this work, using competitive quotes and durable, flexible furnishings with scalable security; the student-run model and multipurpose spaces promote sustainability by lowering long-term costs and maximizing use.

Thank you for your continued partnership in bringing this project to the finish line for our students and community. I'm happy to provide detailed quotes, timelines, or meet to discuss next steps.

Sincerely,

Jason T. Iles

Jason Iles
Superintendent
Bright Local Schools

Cost Summary

Exterior signage (Wildcat logo + Workforce/Remote Learning Center) — One
\$20,400

Furniture (entire building; Wildcat colors) — Loth: \$86,600

Technology (preliminary): \$49,000

Security cameras: \$10,000

Door card access: \$15,000

Fiber & CAT6 cabling: \$12,000

Wireless APs: \$2,500

Network switches, etc.: \$1,500

Battery backup system: \$2,000

Cisco phones: \$2,000

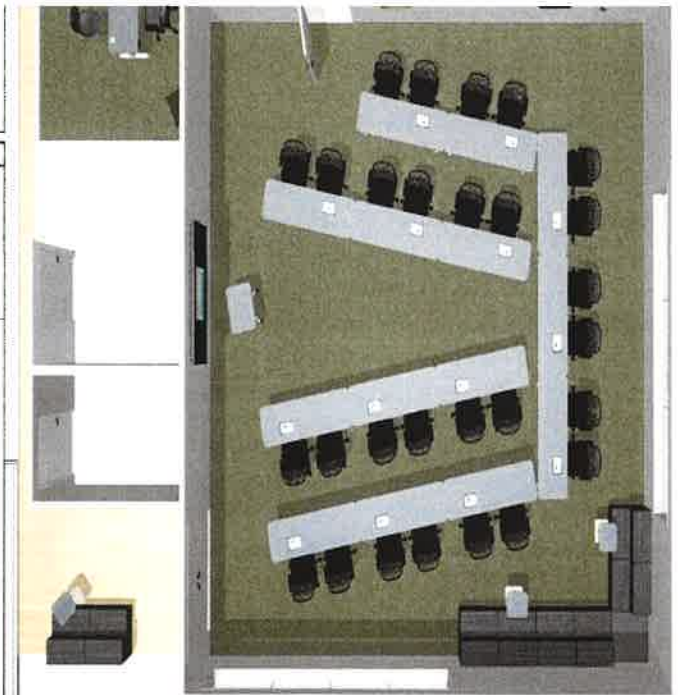
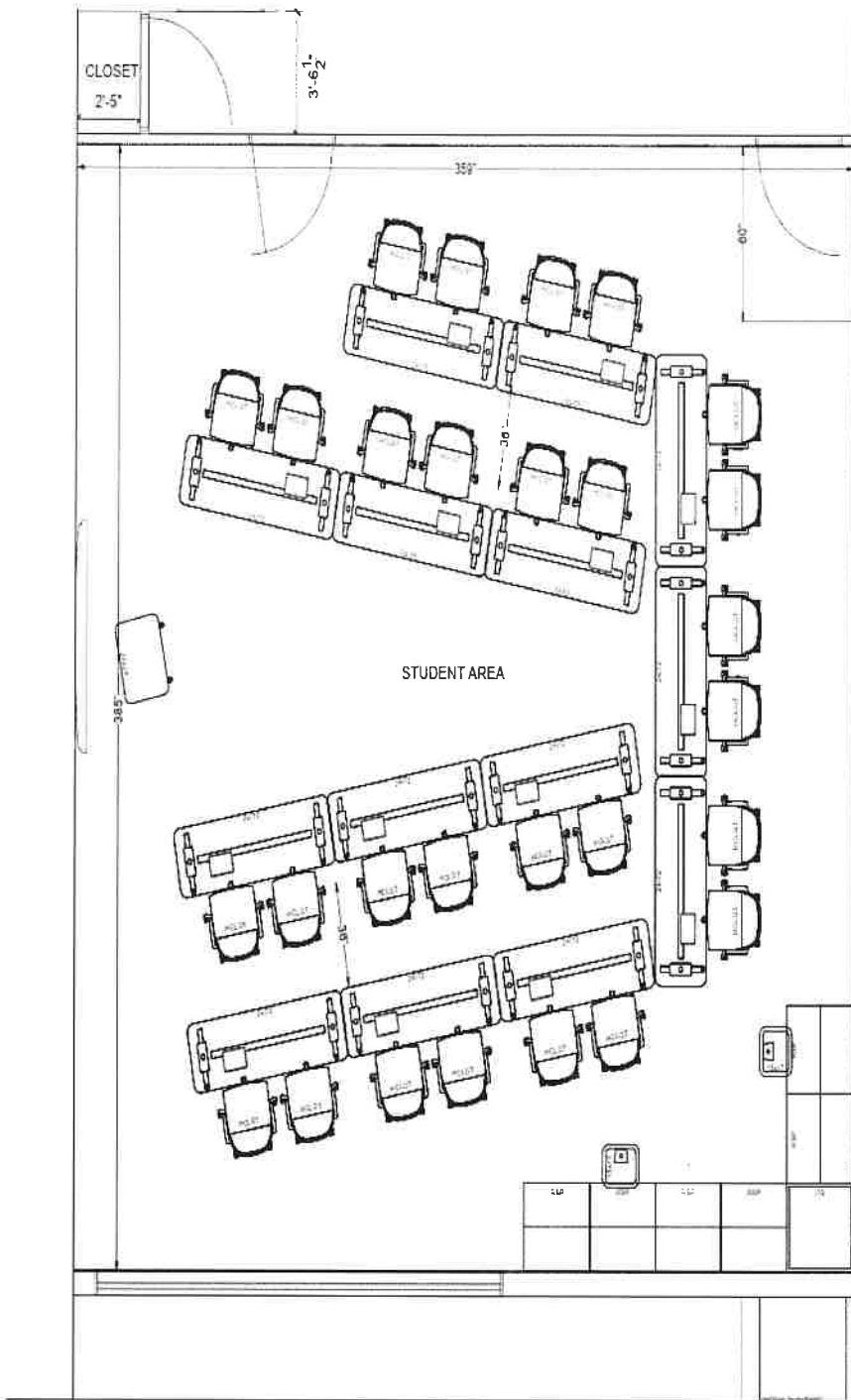
IP speaker paging: \$4,000

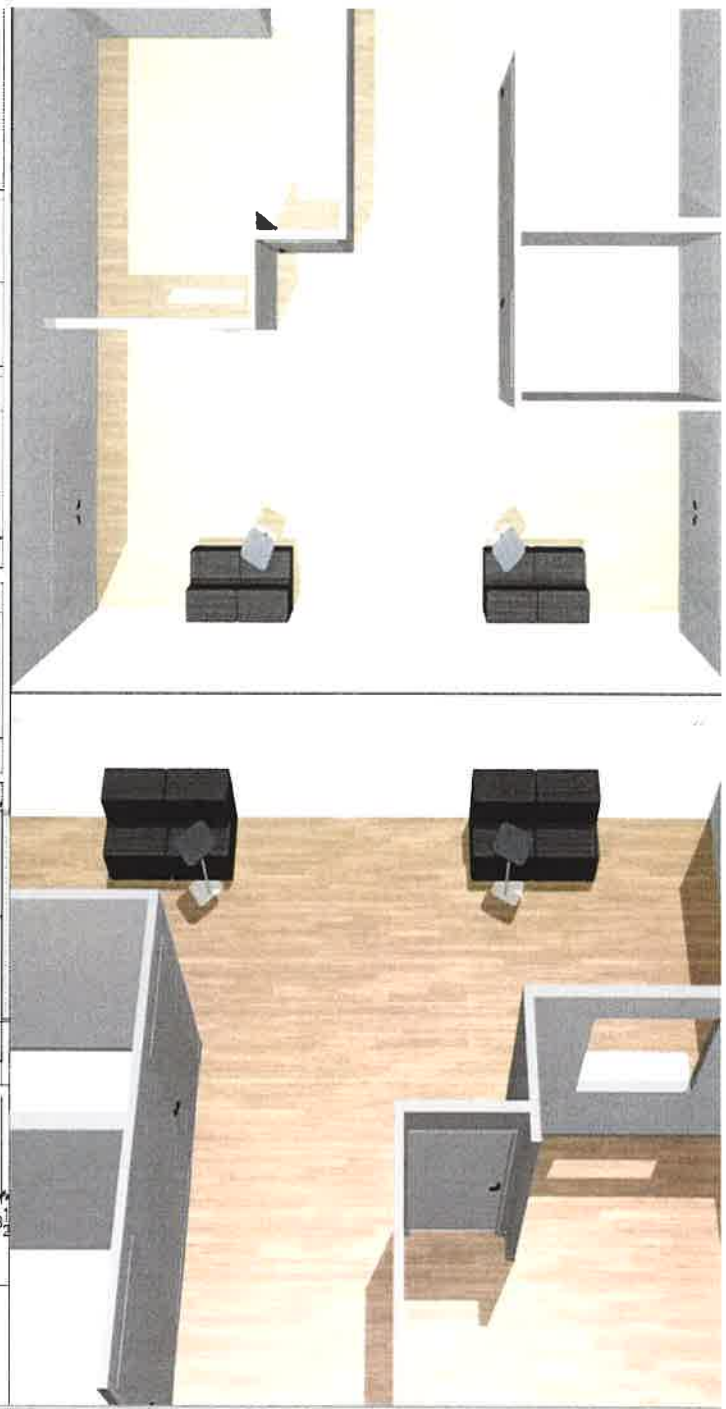
Wildcat Den (remaining build-out: electric/drywall, countertops,
equipment/supplies): ≈ \$100,000

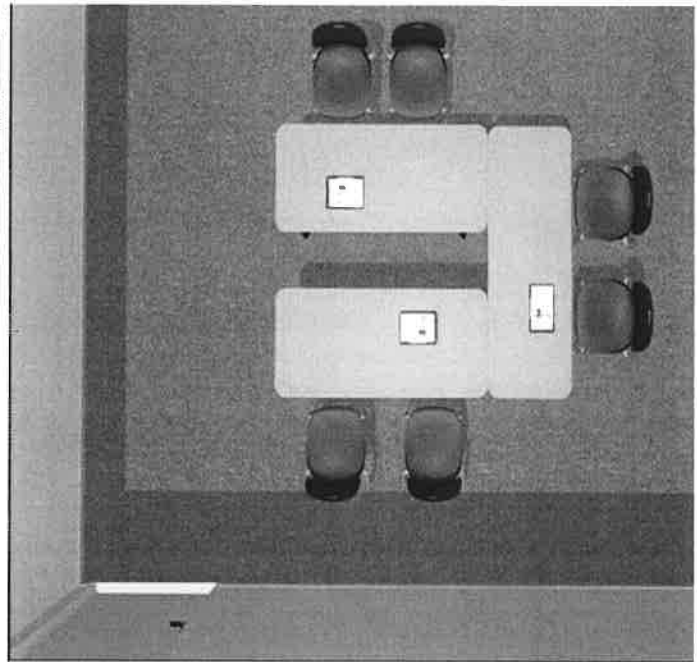
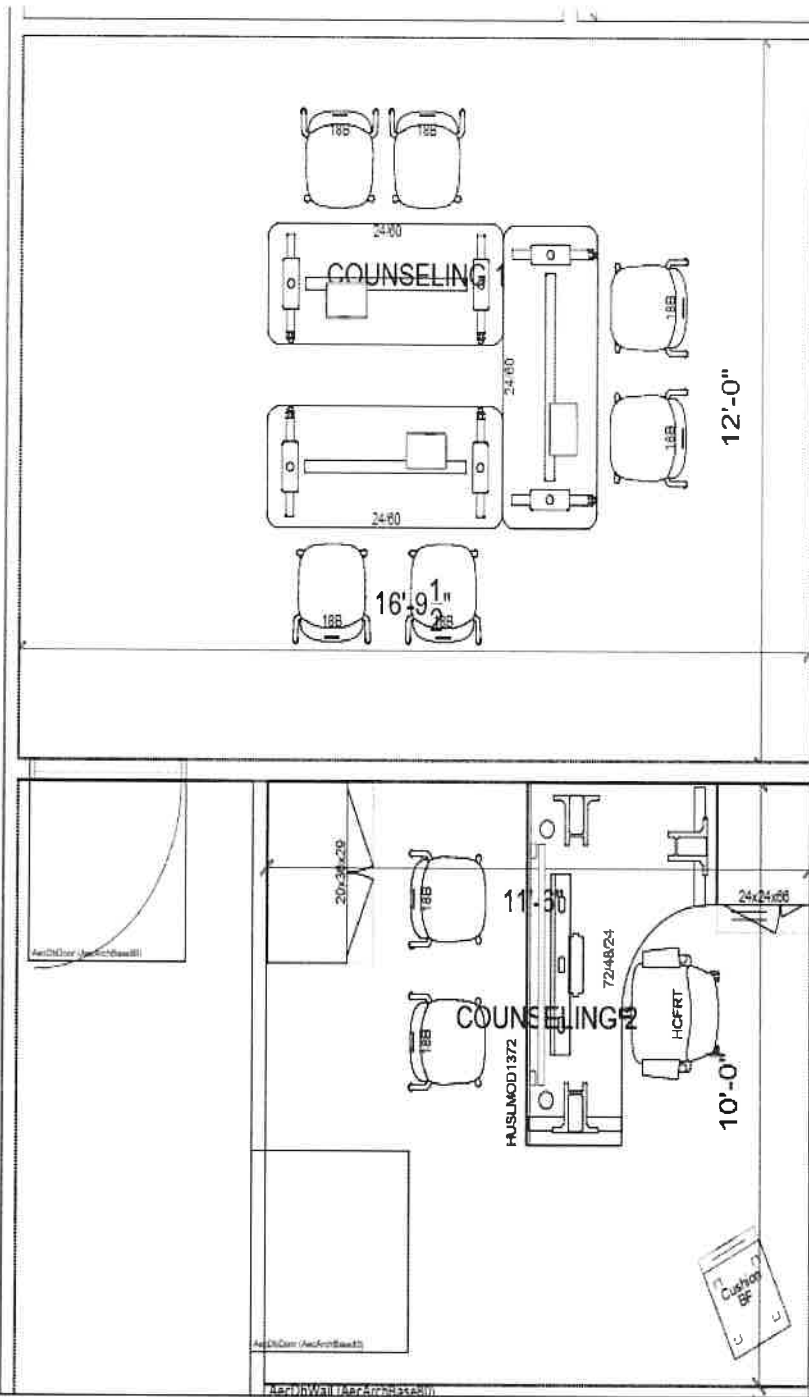
Estimated Final Phase Total: \$255,400

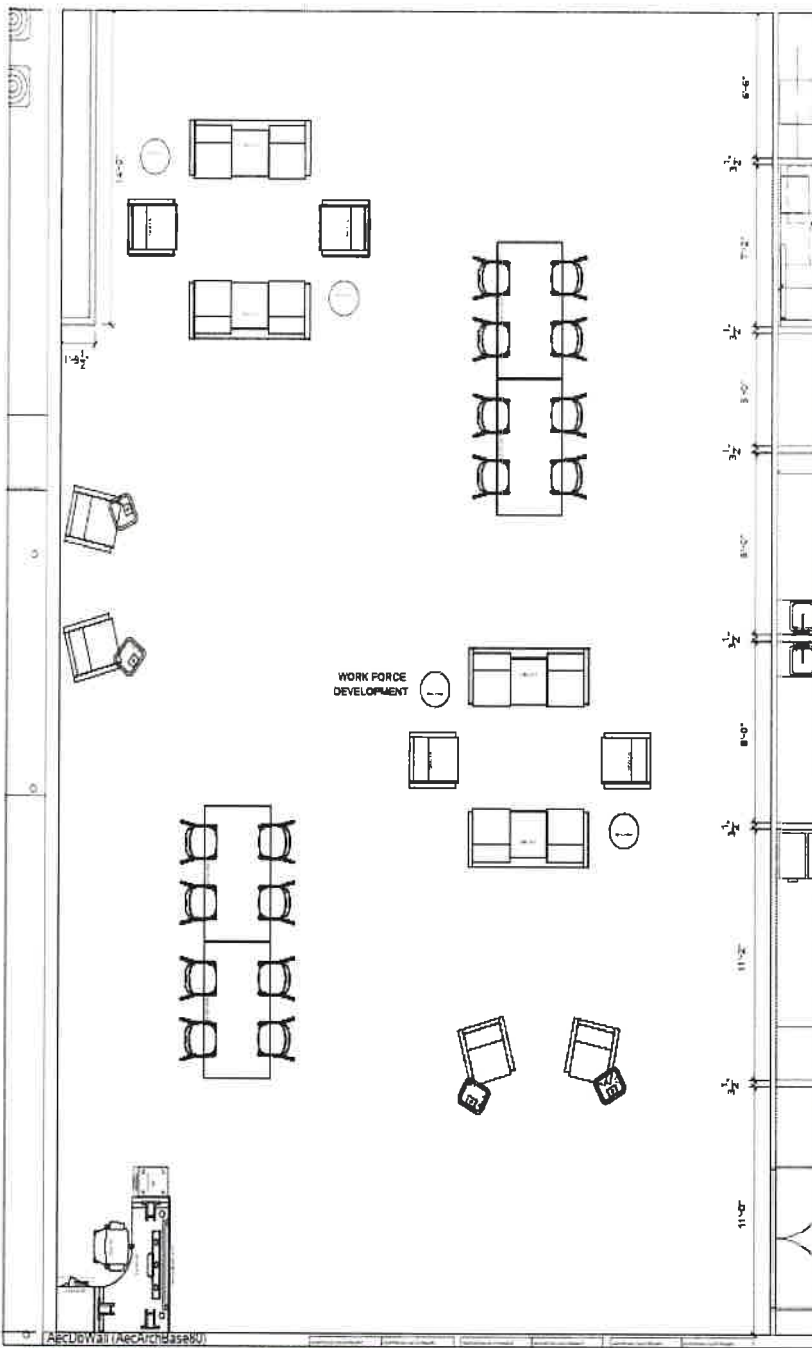
Wildcat Final Phase Proposal











BRIGHT LOCAL SCHOOL DISTRICT
14 NORTH HIGH ST. MOWRYSTOWN, OH 45155

SIGN A



Fabrication and Production of (2x) 6' 0" x 6' 8" Individual channel cloud sign. Sign single sided and internally illuminated. Sign "WHITE OAK" Cat logo. Sign illuminated using Brilliant White 3600 LED and 120 power supplies. 5" black aluminum returns with routed 4mm White polycarbonate with Black Jewelrite trim cap. To include Opaque black 651 and Translucent Orange 8500 series Oracal, applied 1st surface.

Installation of (2x) 6' 0" x 6' 8" individual channel cloud sign, flush mounted onto exterior fascia. Sign mounted using .25" x 2" Tapcons thru corrugated metal. Sign to utilize electrical conduit provided by General Contractor. Onestop Signs is not responsible for new electrical. To connect within 10' of signage. No 12 gauge wire, 1" conduit, to dedicated circuit.

UL Certified
All Work Built to IBC 2024 Standards.



BRIGHT LOCAL SCHOOL DISTRICT
14 NORTH HIGH ST. MOWRYSTOWN, OH 45155

SIGN B

RIGHT ELEVATION
1/4" = 1'-0"



Fabrication and Production of (2x) 6' 0" x 6' 8" Individual channel cloud sign. Sign single sided and internally illuminated. Sign "WHITE OAK" Cat logo. Sign illuminated using Brilliant White 3600 LED and 20 power supplies. 5" black aluminum returns with routed 4mm White polycarbonate with Black Jewelrite trim cap. To include Opaque black 651 and Translucent Orange 8500 series Oracal, applied 1st surface.

Installation of (2x) 6' 0" x 6' 8" individual channel cloud sign, flush mounted onto exterior fascia. Sign mounted using .25" x 2" Tapcons thru corrugated metal. Sign to utilize electrical conduit provided by General Contractor. Onestop Signs is not responsible for new electrical. To connect within 10' of signage. No 12 gauge wire, 1" conduit, to dedicated circuit.

UL Certified
All Work Built to IBC 2024 Standards.



Production (2x) \$4,700.00
Installation (2x) \$2,050.00
\$13,600.00

BRIGHT LOCAL SCHOOL DISTRICT
14 NORTH HIGH ST. MOWRYSTOWN, OH 45155

9-18-25

SIDE VIEW

12' 2.5"

**BRIGHT LOCAL
SCHOOL DISTRICT**
WILDCAT LEARNING CENTER

Fabrication and Production of 3' 6.6" x 12' 2.5" exterior pinmount set. Pinmount set single sided and non illuminated. Sign reading, "BRIGHT LOCAL SCHOOL DISTRICT (Orange) WILDCAT LEARNING CENTER (Black)". Sign .5" thick acrylic, painted BESA matte paints Orange and Black.

Installation of 3' 6.6" x 12' 2.5" exterior pinmount set, set mounted with 1" spacers for corrugated metal. Sign mounted using .25" x 2" Tapcons thru corrugated metal. Sign to include pattern paper for mounting.



FRONT ELEVATION
1/4" = 1'-0"



Book	Policy Manual
Section	6000 Finances
Title	PURCHASING AND BIDDING
Code	ps6326
Status	Active
Adopted	August 10, 2010
Last Revised	November 20, 2024

6326 - PURCHASING AND BIDDING

Price Quotations for Items Not Required to be Competitively Bid

It is the policy of the Board of Education that the Superintendent seek at least three (3) price quotations, unless fewer quotations are available, on purchases of any supplies, materials, and/or equipment costing more than \$10,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District or when the item is subject to formal bid. Standardized purchasing procedures of the District (AG 6320A) shall be followed when purchasing on the basis of price quotations from vendors.

Limitations

All purchases that are within the amount contained in the object of the appropriation may be made upon authorization of the Superintendent.

The Treasurer is authorized to adjust appropriations within a fund in order to make necessary purchases and shall report such modifications at the following regular Board meeting.

Then and Now Certificate

If the Treasurer can certify that both at the time of the purchase and at the time of certification, sufficient funds were available or in the process of collection, to the credit of the respective fund, properly appropriated and free from previous encumbrance, the expenditure may be authorized. The Board may approve such payment within thirty (30) days from receipt of such certificate.

Amounts of less than \$3,000 may be paid by the Treasurer upon completion of the "then and now" certificate, provided that the expenditure is otherwise lawful.

The Board should be advised of all non-bid purchases when the amount exceeds the amount of the appropriation.

The Superintendent is authorized to make emergency purchases, without prior adjustment, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

"Blanket" Certificates

The Treasurer may issue "blanket" purchase orders (certificates) for a sum not exceeding an amount established by resolution of the Board against any specific line item account over a period of time, not to extend beyond the end of the fiscal year in which it is issued. Only one (1) "blanket" purchase order (certificate) may be outstanding at any one (1) particular time for any one (1) particular line item appropriation.

"Super Blanket" Certificates

The Treasurer may issue "super blanket" purchase orders (certificates) for any amount for expenditures and contracts from a specific line-item appropriation account in a specified fund for most professional services, fuel, oil, food items, and any other specific recurring and reasonably predictable operating expense. Such a purchase order (certificate) shall not extend beyond the fiscal year.

Contracts for Development and Improvement of Facilities

All contemplated contracts for professional design services such as from an architect or for construction management shall be in accordance with R.C. R.C. 9.33 - 9.335, and R.C. 153.65 - 153.71 as applicable, as well as any relevant provisions of the Ohio Administrative Code.

Competitive Bidding

When the Board determines to build, repair, enlarge, improve, or demolish a school building the cost of which will exceed the amount to be determined and published by the Ohio Director of Commerce, or for the purchase (or lease-purchase) of school buses, the Treasurer shall obtain competitive bids.

In accordance with statute, the Board may elect to forego the bidding for contracts in any of the following situations if:

- The Board elects and declares by resolution to participate in purchase contracts, in accordance with R.C. Chapter 125 and the terms and conditions prescribed by the Department of Administrative Services
- The Board determines and declares by resolution adopted by two thirds (2/3's) of its members that any item is available and can be acquired only from a single source
- The Board declares by resolution adopted by two-thirds (2/3's) of its members that the installation, modification, and/or remodeling subject to contracting is involved in an energy conservation measure undertaken through an installment payment contract under R.C. 3313.372 or pursuant to R.C. 133.06(G)
- The Board finds and determines that an urgent necessity exists (as defined by statute) with respect to a particular improvement
- pursuant to R.C. 9.48, the Board participates in a joint purchasing program, operated by or through a national or State association of political subdivisions in which the Board is eligible for membership or through the Federal government or another political subdivision

The Superintendent shall verify that the specifications for any public improvement project for which bids are solicited do not require any bidder to:

- enter into agreements with labor organizations on said public improvement; or
- enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.

Bidding shall be conducted in accordance with R.C. 3313.46 and related statutes.

Bids shall be sealed and shall be opened by the Treasurer in the presence of at least one (1) witness.

Soliciting of Bids

The Board, by resolution, may award a bid to the lowest responsible bidder. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

- the experience (type of product or service being purchased, etc.) of the bidder;
- the financial condition;
- the conduct and performance on previous contracts (with the District or other agencies);
- the bidder's facilities;
- management skills;
- the ability to execute the contract properly;
- a signed affidavit affirming that neither the bidder nor any sub contractor has entered into an agreement with any labor organization regarding the public improvement project.

Awarding of Bids

The Board shall approve all contracts resulting from competitive bids prior to being awarded. The Board reserves the right to reject any or all bids.

In situations in which the Board has resolved to award a bid to the lowest responsible bidder and the low bidder does not meet the considerations specified above, the Board shall so notify the bidder, in writing, by certified mail.

Purchase of School Buses and Certain Other Motor Vehicles

The Board shall use nonprocurement (e.g., direct purchase) whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required.

The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required.

Lease-Purchase Agreements

Lease-purchase agreements shall be entered into by the Board and the vendor for the purchase of goods or services. The Board shall use lease-purchase agreements whenever it is determined that purchase or lease of goods or services is required. The Board shall use lease-purchase agreements whenever it is determined that purchase or lease of goods or services is required.

Purchases from the State

In accordance with Section 111.01, 111.02, and 111.03 of the Government Code, the Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required.

Quantity Purchases

The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required.

Requirements

Before the Board shall use direct purchase or lease, the Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required.

In the absence of a written contract, the Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required. The Board shall use direct purchase or lease whenever it is determined that purchase or lease of goods or services is required.

- Items shall be used in the various services provided, or standardized whenever consistency with educational goals can be maintained.
- Opportunity shall be provided to as many reasonable suppliers as possible to do business with the School District. To this end, the Treasurer shall develop and maintain lists of potential suppliers for various types of supplies, equipment, and services.
- Where this requirement has recommended a supplier, the Superintendent/Treasurer may make alternate suggestions to the requisitioner if, in their judgment, better service, delivery, economy, or ability can be achieved by changing the proposed order.

Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase and the purchase complies with applicable law and Board policy.

Reverse Auctions

It is the policy of the Board to permit the use of a reverse auction to purchase services and supplies whenever it is determined that the reverse auction process will be advantageous to the District (e.g., result in a cost savings to the District). To that end, vendors may submit proposals when competing to sell services and/or supplies in an open environment via the Internet. While the reverse auction process may be used to purchase supplies such as equipment, materials, tangible assets and insurance, the process may not be used to purchase real property or interests in real property. The process may also be used to purchase services such as the furnishing of labor, time, or effort by a person, provided such services do not involve the delivery of a specific end product other than a report, and are not being furnished in connection with an employment agreement or collective bargaining agreement, and/or which are not subject to a competitive selection procedure required by law.

The Board will provide notice of the request for proposals and award contracts in accordance with the Superintendent's administrative guidelines.

Procurement - Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDCE requirements (34 C.F.R. 80.36) for the administration and management of federal grants and Federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy and administrative guidelines (AG 6320). (See Policy 6325)

Revised 5/29/17

Revised 10/24/19

Revised 1/17/19

© Needs 2024

Legal

R.C. 9.25, 9.30, 9.31, 9.311, 9.312, 9.314, 125.04, 153.02, 153.12, 153.54, 2909.33

R.C. 3313.37, 3313.375, 3313.46, 3313.172, 3327.08, 4115.32 et. seq., 4116.02

R.C. 4116.03, 4511.76, 5705.41, 5705.45

A.C. 3301-83

Cross References

pg6325



Workforce Development Board Area 1

4057-A Gallia Pike
Franklin Furnace, OH 45629
(740) 259-6943

Crystal Keaton, Director
Holly Johnson, Board Chair

www.omjwda1.org

Memorandum of Understanding

Parties

This Memorandum of Understanding (MOU) is entered into by and between: Workforce Development Board Area 1 (WDB1), 4057A Gallia Pike, Franklin Furnace, OH 45629 (hereinafter "WDB1") and Scioto County Career Technical Center (SCCTC), 951 Vern Riffe Drive, Lucasville, OH 45648 (hereinafter "SCCTC").

Purpose

The purpose of this MOU is to set forth the terms and conditions under which SCCTC will provide Adult Diploma programming at STAR Community Center located in Franklin Furnace, Ohio for participants referred or supported by WDB1's GRIT Project. Services will be provided in accordance with Ohio's Adult Diploma Program requirements and applicable GRIT Project policies. SCCTC will operate the Adult Diploma program consistent with state guidance and best practices for adult secondary credential attainment.

Term

This MOU shall be effective from November 24, 2025 through June 30, 2027, unless earlier terminated in accordance with this agreement.

Responsibilities of SCCTC

SCCTC will provide Adult Diploma programming at STAR Community Center during the term specified, including:

- Assessment and placement of adult learners;
- Instruction and curriculum aligned with Ohio Adult Diploma program requirements;
- Academic support and tutoring needed for credential completion;
- Testing, documentation and application support for diploma issuance;
- Data entry and records required for WDB1 and state reporting (enrollment, attendance, progress, completions).
- Maintain all applicable licenses, certifications, and program approvals required by the Ohio Department of Education and other relevant authorities.
- Provide qualified instructors and support staff, ensure staff background checks and training as required by law and WDB1 policy.



OhioMeansJobs.

Adams, Brown, Pike & Scioto Counties

A proud partner of the
American Job Center network

A proud partner of American Job Center network

Locations: Adams County

19221 St. Rt. 136
Winchester, OH 45697

937-695-0316
800-233-7891

Brown County

406 W. Plum Street
Georgetown, OH 45121

937-795-0316
800-553-7393 Ext 261

Pike County

941 Market Street
Piketon, OH 45661

740-289-2371

Scioto County

433 Third Street
Portsmouth, OH 45662

740-354-7544

- Host classes and/or services at STAR Community Center and coordinate scheduling and use of space with STAR management.
- Maintain participant confidentiality and comply with FERPA, HIPAA (if applicable), and all privacy requirements.
- Submit required programmatic reports, invoices, and documentation to WDB1 or the fiscal agent.

Responsibilities of WDB1

WDB1 will provide GRIT Project funding up to a total obligation of \$118,000 for the “Term” previously stated in this agreement to support SCCTC’s Adult Diploma services at STAR Community Center. Provide program oversight, technical assistance, and monitoring to ensure contractual compliance and performance expectations are met. Disburse payments to SCCTC or the fiscal agent following receipt and approval of invoices and supporting documentation.

Financial Terms and Payment

- a. Funding Source: All funds provided under this MOU are GRIT Project funding administered by WDB1.
- b. Total Funding: The total amount available under this MOU is \$118,000.00.
- c. Fiscal Agent / Payment Processing: Payments will be processed through WDB1’s fiscal agent, CAO of Scioto County, Inc. (Fiscal Agent). SCCTC will submit invoices to WDB1 (with copy to the Fiscal Agent) in the format and with the documentation required by WDB1 and the Fiscal Agent.
- d. Invoicing Schedule and Supporting Documentation:
 - SCCTC will submit invoices monthly for allowable costs incurred, accompanied by:
 - An itemized invoice;
 - Participant rosters and credentials earned for the invoiced period;
 - WDB1 (through the Fiscal Agent) will process approved invoices within 30 days of receipt.
 - Final Payment and Closeout: SCCTC must submit a final invoice and program closeout report within 30 days after June 30, 2027 documenting final expenditures, participant outcomes, and return of any unexpended funds.

Termination

This MOU may be terminated for cause, by either party with 30 days’ written notice if the other party materially breaches any obligation and does not cure the breach within the notice period; for convenience, by mutual written agreement; or immediately by WDB1 if funders rescind or reduce GRIT Project funding.

Upon termination, SCCTC will deliver a final invoice and final program report and will refund any unexpended or unallowable GRIT Project funds to WDB1 or the Fiscal Agent within 30 days.

Amendment

This MOU may be amended only by written agreement signed by authorized representatives of both parties.

By signing, each party affirms that this MOU accurately describes the negotiated responsibilities and costs.

Representative from WDB 1 Signature

Date

Printed Name and Title

Representative from Scioto County Career Technical Center

Date

Printed Name and Title

LEASE AGREEMENT

THIS AGREEMENT is made and entered into between the Adams County Board of Commissioners, (hereinafter "Lessor") in accordance with Board approval passed on the ____ day of _____, 2025, and Workforce Development Board Area 1, OhioMeansJobs Adams, Brown, Pike, and Scioto Counties (hereinafter "Lessee"), on the ____ day of _____, 2025.

WHEREAS The Lessor agrees to lease to the Lessee and Lessee agrees to lease a part of the property and building located at 107 E. Walnut Street, West Union, Ohio 45693 more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "Premises."

WHEREAS The Lessee agrees that it has inspected the Premises and accepts the same in its "AS IS" present condition.

WHEREAS The Lessor is willing to accept the amount set forth herein as compensation for the lease of the Premises.

NOW, THEREFORE, it is agreed between the parties as follows:

SECTION ONE: TERM

- 1.1 This Lease Agreement shall be for a term of two (2) years beginning July 1, 2025, and to end on June 30, 2027, or at an earlier time and date as this lease may terminate as provided below.

SECTION TWO: RENT

- 2.1 This Lease is made for and in consideration of a monthly rent, payable in advance and without demand, before the first day of each month to Lessor. Payments will be made in accordance with the funding cycle of the Lessee.
- 2.2 Rent in the amount of \$2200.00 monthly shall be due on or before the first day of each funding cycle, not to exceed more than three months to Lessor.
- 2.3 Other remedies for non-payment of rent notwithstanding, if any installment of rent is not received by Lessor on or before the fifth day after the due date, then a late charge of 3% of such past due amount shall be immediately due and payable.

SECTION THREE: UTILITIES

- 3.1 The Lessee and Lessor agree that Lessor shall be responsible for all utility costs, specifically electric, heating and cooling costs, internet, and water of the Premises.

SECTION FOUR: USE OF PREMISES

- 4.1 The Lessees' use of the Premises is co-possessionary with the Lessor.
- 4.2 Lessee shall use and occupy the Premises for the purposes of operating an administrative office and carrying out its non-profit activities, providing support to local businesses, schools, entrepreneurs, shared workspace, and other related business activities. Use of the common areas and conference room space can be used based on availability. Reservations must be made to use these areas and can be scheduled through the Economic Development office.

4.3 Lessee shall have exclusive use of the following portion of the Premises:

“Suite A”, approximately 720 square feet of Room 104. This space is divided into office space, conference room space, and shared workspace.

“HVAC Classroom”, approximately 2517 square feet. This space shall be utilized by the Ohio Valley Local School District Career and Technical Center for the purposes of HVAC education. It will also include the Adult HVAC class utilized by Brown Clermont Adult Career Campuses.

4.4 If any additional space in Room 104 becomes available, WDA1 shall have the right of first refusal to lease this space.

4.5 During the term of the Lease, Lessee shall have the non-exclusive use of at least four parking spaces, in common with the Lessor, other tenants, guests, invitees, of the non-reserved common automobile parking areas, driveways, footways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Said use of non-exclusive parking spaces will be provided to Lessee at no additional rental charge or expense.

4.6 Lessee shall (i) always operate on the Premises in a reasonable, safe and reputable manner, and (ii) keep or cause to be kept the Premises and improvements thereon in a neat, clean, sanitary and attractive condition.

4.7 Neither Lessee nor Lessor shall block or impede access to the Premises or building(s).

SECTION FIVE: MAINTENANCE

5.1 Lessor shall be responsible for snow and ice removal on the Premises driveway, sidewalks, and parking lot. In the event Lessee finds the condition of the Premises driveway, sidewalks and/or parking lot unacceptable for any reason, Lessee shall notify Lessor of such condition. If Lessor fails to take reasonable action to remove the snow and ice within three (3) hours after such notification, Lessee has the right and ability to clear and remove any snow and ice on such surfaces at Lessor's expense.

5.2 Lessor shall be responsible for maintaining the yard and land surrounding the Premises. This includes the Lessor's responsibility to mow and keep the grass in an attractive condition.

5.3 Lessee shall not commit any act of waste and shall take good care of the Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments.

5.4 Lessor shall replace, maintain, or repair any structural components of the building, the heating, air conditioning and ventilation system in order to keep the Premises fit for the Lessee's intended use. Lessee shall not be required to furnish any services or to make any repairs, alterations, replacements, additions, or improvements in or to the Premises during the term of the Lease, except to the extent the services, repair, alteration, replacement, improvement, or addition is required due to the acts or omissions of Lessee, Lessees' agents, or employees.

SECTION SIX: IMPROVEMENTS BY LESSEE

- 6.1 Lessee shall obtain prior written authorization from Lessor before making any alterations, additions, or improvements to the Premises as is considered necessary or desirable to maintain and operate their non-profit activities. All alterations, additions or improvements made to the Premises by Lessee pursuant to this Lease shall remain the property of the Lessee during the Term of this Lease. Upon termination or expiration of the Term of this Lease, any alterations, additions, or improvements made to the Premises by Lessee which are permanently installed and affixed to the Premises shall become the property of the Lessor, and all removable equipment and improvements shall remain the property of the Lessee and may be removed at the termination or expiration of the Lease.
- 6.2 Not later than the last day of the term Lessee shall, at Lessee's expense, remove all of the Lessee's personal property and those improvements made by Lessee which are not the property of Lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licenses, excepted. All property of Lessee remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of removal. Any property left on the Premises by Lessee after this lease is terminated shall become the sole and exclusive property of the Lessor.

SECTION SEVEN: INSURANCE

- 7.1 Lessor shall obtain and provide acceptable evidence of a commercial general liability insurance policy or self-insurance, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, or more, with the Lessee being listed as an additional named insured for injuries, claims, or losses, including those that result in injury, death or property damages arising from the Lessee's sole negligence in its use of the Premises. All coverages purchased by Lessor shall be primarily for any loss described above arising out of the use of the Premises.
- 7.2 Lessee shall obtain and provide acceptable evidence of a commercial general liability insurance policy or self-insurance, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, or more, with the Lessor being listed as an additional named insured for injuries, claims, or losses, including those that result in injury, death or property damages arising from the Lessor's sole negligence in its use of the Premises. All coverages purchased by Lessee shall be primarily for any loss described above arising out of the use of the Premises.

SECTION EIGHT: INDEMNIFICATION AND LIMITATION ON DAMAGES

- 8.1 Nothing herein shall be construed to make Lessee liable for the negligence of Lessor, Lessor's agents, servants, employees, suppliers or subcontractors or the Lessor liable for any conduct or negligence on the part of Lessee, Lessee's agents, servants, employees, suppliers, or subcontractors.
- 8.2 The parties agree that neither shall have any liability for any incidental, consequential, indirect, special or exemplary damages or other similar damages arising in connection with this Lease without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, strict liability, equity or any other theory of law) on which such damages are based, including but not limited to damages sustained or alleged whether the damages are due to the sole,

joint or several negligence, gross negligence, or otherwise, of either Lessor or the Lessee or their respective agents, servants, employees, suppliers or subcontractors.

SECTION NINE ASSIGNMENT OR SUBLEASE

- 9.1 The Lessor shall take no action that will in any way interfere with the Lessee's use of the Premises as authorized herein. Lessee shall not sublet the Premises or any part of the Premises without first obtaining the written consent of the Lessor. Workforce Development Area 1 is authorized to execute a user agreement with clients that want to use their remote workspace. The lessee is responsible for anyone signing a user agreement and they must abide by the same rules and regulations as the lessee. This covenant shall be binding upon the legal representatives of Lessee and Lessor, and upon every person to whom Lessor's or Lessee's interest under this lease passes by operation of the law.

SECTION TEN: SUBORDINATION OF LEASE

- 10.1 This Lease shall be subject and subordinate to all underlying leases and to mortgages which now or subsequently affect the leases of the real property of which the Premises are a part, and also to all renewals, modifications, consolidations, and replacements of the underlying leases and the mortgages. Although no instrument or act on the part of the Lessee shall be necessary to effectuate the subordination, Lessee will nevertheless, execute and deliver instruments confirming the subordination of this lease as may be desired by the holders of the mortgage or by any of the Lessors under the underlying leases. Lessee agrees to appoint Lessor as attorney in fact, irrevocably, to execute and deliver any of the above-described instrument for Lessee.
- 10.2 If the Premises is encumbered by a mortgage and Lessor defaults on the mortgage during the term of this Lease, Lessee shall notify Lessor of such default. Should Lessor fail to cure said default within thirty (30) days of such notification, Lessee may make lease payments required in Section Two to the Lender as substitute for Lessor and continue to occupy the Premises until expiration of the Lease.

SECTION ELEVEN: LESSOR'S RIGHT TO INSPECTION, REPAIR, AND MAINTENANCE

- 11.1 Lessor may enter the Premises at any reasonable time, upon twenty-four (24) hours' notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or to make repairs, replacements, or additions in, to, on and about the Premises or the building, as Lessor deems necessary or desirable.

SECTION TWELVE: DEFAULT AND TERMINATION

- 12.1 Lessee's Default. Lessee shall be in default of this Lease if Lessee fails to perform any duty or obligation imposed by this Lease and the default continues for a period of thirty (30) days after written notice is given to Lessee by Lessor, or for such additional time as agreed to, in writing, by Lessor.
- 12.2 Lessor's Default. Lessor shall be in default of this Lease if Lessor fails to perform any duty or obligation imposed by this Lease and the default continues for a period of thirty (30) days after written notice is given to Lessor by Lessee, or for such additional time as agreed to, in writing, by Lessee.
- 12.3 Remedies. In the event of Lessee's default, the Lessor shall have the right to enter upon the Premises and repossess and enjoy the same as if this Lease had not been made, and, upon demand

by Lessor, the Lessee shall surrender complete and peaceable possession of the Premises. Upon Lessor taking possession of the Premises this Lease shall then terminate. In the event of Lessor's default, the Lessee shall have the right to terminate this Lease upon thirty (30) days after giving Lessor written notice of the said default.

- 12.4 Right to Cure. Without limiting any other remedy available to Lessor or Lessee, in the event a party defaults, as that term is defined in sections 12.1 or 12.2 above, the non-defaulting party may, at its option (but without any obligation so to do), do all things as it deems necessary and appropriate, in accordance with the terms of this Lease, to cure the default, perform for the defaulting party any obligation which the defaulting party is obligated to perform but has not performed, and expend such sums as may be required. All reasonable and necessary costs and expenses incurred by the non-defaulting party shall be due and payable to the non-defaulting party immediately upon demand.
- 12.5 Remedies not Exclusive. The rights and remedies of the parties herein are not exclusive. The parties herein shall have all other rights, remedies, liens, penalties, proceedings, or courses of action available to Lessor or Lessee at law or in equity under the laws of the State of Ohio. The Lessor shall have the right to obtain attorney fees upon breach of this lease by Lessee.
- 12.6 Termination. Either party may terminate this Agreement with or without cause by giving the other party at least 60 days' written notice of its intent to terminate.

SECTION THIRTEEN: MISCELLANEOUS

- 13.1 Representations and Entire Agreement. No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises. This Agreement represents the entire agreement between OhioMeansJobs Adams, Brown, Pike, and Scioto Counties and the Adams County Board of County Commissioners.
- 13.2 Notice. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed sufficiently given if set forth in writing and sent by (a) e-mail transmission but only with a receipt confirming issuance, (b) a nationally recognized overnight courier with signature receipt, (c) registered mail or certified mail with return receipt requested, provided that postage shall be prepaid, or, (d) facsimile transmission, if evidence of the receipt of such facsimile transmission by the addressee is received by the sender, all of which shall be addressed as follows:

Lessee:

Workforce Development Board Area 1
OhioMeansJobs Adams, Brown, Pike, and Scioto Counties
Address: 951 Vern Riffe Dr. Lucasville, OH 45648
Attention: Director
Phone: 740-259-6826

Lessor:

Adams County Commissioners
215 North Cross Street West Union, Ohio 45693
Attention: Economic Development Office
Phone: 937-544-5151

- 13.3 Quiet Enjoyment. Lessor covenants that it has the full right and authority to make this lease and that if Lessee pays rent and performs all the terms of this lease, Lessee shall peaceably and quietly enjoy and possess the leased portion of the Premises throughout the term, subject only to the conditions set forth in this lease.
- 13.4 Damage and Destruction. If during the Term of this Lease, the Premises, or any portion thereof, are so damaged by fire or other casualty as to be rendered not tenantable in whole or in substantial part, then Lessee may terminate this Lease effective the date of such casualty. The election by Lessee shall be made within one-hundred twenty (120) days after the occurrence of the casualty or shall be deemed waived.
- 13.5 Binding Effect. The provisions of this lease shall apply to, bind, and insure to the benefit of the Lessor and Lessee, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this lease means only the owner, a mortgagee in possession, or a term Lessee of the building, so that in the event of any sale of the building or of any lease of the building, or if a mortgage takes possession of the Premises, the Lessor named in this Agreement shall be entirely freed and relieved of all covenants and obligations of Lessor subsequently accruing under this agreement. The purchaser, the term Lessee of the building, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Lessor under this agreement.
- 13.6 Governing Law. This Agreement shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The parties further agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in Adams County, Ohio and Lessor and Lessee expressly consents to jurisdiction therein.
- 13.7 Validity. Any term or provision of this Agreement that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- 13.8 Indemnification. Lessee shall indemnify and save Lessor, its elected officials, employees, agents, and assigns, harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for the death, injury, damage to persons or property during this lease. This hold harmless and indemnity shall survive the termination of this Lease.

This agreement represents the entire agreement between OhioMeansJobs Adams, Brown, Pike, and Scioto Counties and the Adams County Board of County Commissioners. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.

The parties have caused their names to be subscribed by their duly authorized officers on duplicates of this Agreement, each of which shall be deemed an original.

(INTENTIONALLY LEFT BLANK)

The Lessee

Workforce Development Board Area 1
Ohio Means Jobs Adams, Brown, Pike, and Scioto Counties

Holly Johnson, Board Chairman

Date

Crystal Keaton, Director

Date

The Lessor

Adams County Board of County Commissioners

Paul Worley, Director
Designated Signatory

Date



Workforce Development Area 1
Adams, Brown, Pike & Scioto Counties

A proud partner of the American Job Center Network

Proposed 2026 Workforce Board Meeting Dates

January	Wednesday, January 28, 2026
March	Wednesday, March 25, 2026
May	Wednesday, May 27, 2026
July	Wednesday, July 22, 2026
September	Wednesday, Sept. 23, 2026
December	Wednesday, Dec. 2, 2026

Meeting Time: 10:00 a.m.; unless changed by written notice

Location: 4057A Gallia Pike, Franklin Furnace with a Zoom option; unless changed by written notice