

Workforce Development Board | Adams ▪ Brown ▪ Pike ▪ Scioto

WIOA Youth Provider Service Contract

This Contract is entered into by and between the Workforce Investment Board of Adams, Brown, Pike and Scioto Counties/Ohio Area 1 WDB (hereinafter "WDB #1"), through the CAO of Scioto County, Inc. who has been designated as the **Fiscal Agent** (hereinafter "Fiscal Agent") and **Selected Vendor** (hereinafter "Provider"), with its main office located in **Anytown**, Ohio, for the purchase of **WIOA Youth Services** identified under Exhibit I, Services To Be Purchased.

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract.

This Contract is made pursuant to a grant award to the Grantor by the Ohio Department of Labor, Office of Employment Training Administration and is not for research and development purposes. This grant award is under the authority of CFDA Number 17.259.

1. TERM / CONTRACT AMOUNT

This Contract shall be effective from October 1, 2023, and shall remain in effect through June 30, 2024, inclusive, unless otherwise terminated or extended by formal amendment with two (2) one-year option renewals at WDB #1 discretion. Renewals will be based on the funding year from July 1 to June 30th.

WDB #1 acknowledges that Provider has or may have provided services contemplated by the terms of this Contract commencing October 1, 2023. WDB #1 further acknowledges the receipt of and the obligation to reimburse Provider for such services.

The amount payable for this Contract shall not exceed amounts listed below, unless additional funds are received, which will be allocated via the allocation process. This contract would include all funds which come through the WDB#1 Board and could include funds other than DOL funding. Each county will be tracked both financially and programmatically as an individual county and not combined.

XXX County \$\$,\$\$\$

The funding amount may increase or decrease during the current year or subsequent years of operation based on the funds available and contractor performance. All Allocations will be awarded via the Allocation Letter issued once funds are available.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and Exhibits (such Exhibits are deemed to be a part of this contract as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit I, Request for Proposal, and Exhibit II, Provider's Proposal and Exhibit III Budget.

This contract is conditioned upon federal, state, and/or local policy and regulation. If, during any stage during this contract policy changes occur that would impact how and what services are provided, the WDB #1/county reserves the right to re-negotiate and/or terminate concurrent with the notice of the policy change. The determination to re-negotiation and/or terminate is made at the sole discretion of the WDB

#1. The Area 1 Workforce Board will notify the proposers/providers at the earliest possible time if this occurs.

3. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform the WIOA Youth Services as more particularly described in Exhibit I, Request for Proposal, and Exhibit II – Provider’s Proposal.

- A. Exhibits for this Contract are as follows:
 - 1. Exhibit I – Request for Proposal;
 - 2. Exhibit II – Provider’s Proposal;
 - 3. Exhibit III – Budget.

A. Order of Precedence

This Contract is based upon Exhibits I through III as defined in 2. EXHIBITS above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provisions of this Contract irreconcilably conflict with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

- Exhibit I – Request for Proposal;
- Exhibit II – Provider’s Proposal;
- Exhibit III – Budget.

B. Provider Responsibility

- 1. Should new referrals increase to the point where they are unmanageable, both parties agree they will meet to discuss possible modifications to the Contract Scope of Service as described in The Request for Proposal (Exhibit I) and the Provider’s Proposal (Exhibit II).
- 2. Any program description intended for internal or external use shall mention referrals and funding are provided by the WDB #1.
- 3. Required Documentation and Reporting: Records of all service provided to all Consumers in the contracted program(s) (whether reimbursed by this Contract or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed or will be recovered through the audit process.
 - a. “Proper” documentation of service provided is as follows:
 - 1. If the program is such that service is provided on a one-to-one basis, as in counseling, the documentation must be maintained by the counselor by means of a personal record of service which details the service provided to, or on behalf of a recipient, with the beginning and ending time of the service.
- 4. Provider is required to submit a final performance deliverable report no later than ninety (90) days following the end date of service for each project year. Performance deliverables are defined in Section 2.2 of Exhibit I, The Request for Proposal.
- 5. WDB #1 reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish WDB #1 with reports as requested. WDB #1 may exercise this right without a Contract amendment. WDB #1

reserves the right to withhold payment until such time as the requested and/or required reports are received.

6. The compensation amount in section 1, Reimbursement is the full payment for Consumer services. No fees or additional cost shall be charged to any Consumer for the Contract service without expressed WDB #1 approval. Such approval must be made by way of a Contract amendment.
7. Provider warrants that all other sources of revenue have been actively pursued prior to billing WDB #1 for services, if applicable. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to WDB #1.
8. Provider is to ensure that all Contract requirements contained within are also part of the requirements placed on all subcontracts providing service for this project. WDB #1 reserves the right to audit and/or test Contract requirements for the above-mentioned subcontracts at any time during the term of this Contract and up to three (3) years thereafter.
9. Ensure the funds subject to this Contract are used in accordance with conditions requirements and restrictions of federal, state and local laws as well as federal terms and conditions of the grant award.
10. The Provider shall maintain independent books, records, payroll documents accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.
11. Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement in which it shows that Provider was negligent.
12. Promptly reimburse Grantor for any funds Grantor pays to the entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation or other sanction or penalty for which Grantor is responsible.
13. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements and restrictions applicable to the federal program from which this Contract is awarded determines compliance has not been achieved.
14. Make records available to the Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
15. As a subrecipient of federal funds, Provider hereby specifically acknowledges its obligations relative to the funds provided under this Contract pursuant to OMB Circulars.
16. Standards for financial management systems: Providers and its Subcontractor(s) will comply with the requirements of OMB Circulars, including but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
17. Period of availability of Funds: Provider and its Subcontractor(s) may charge the award only costs resulting from obligations incurred during the funding period of the

federal and state awards noted in the Recitals to this Contract and for the term specified in Article 1 of this Contract, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

18. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
19. Program Income: Program income must be used and accounted for as specified in 45 CFR 92.25.
20. Real Property: If Provider is authorized to use Contract funds for the acquisition of real property, title, use and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
21. Equipment: Title, use management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Provider or its Subcontractor(s) with Contract funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
22. Supplies: Title and disposition of supplies acquired by Provider, or its Subcontractor(s) with Contract funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms:
 1. All records relating to costs, work performed and supporting documentation for invoices submitted to WDB #1 by Provider,
 2. Copies of all deliverables submitted to WDB #1 pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by WDB #1, or other relevant governmental entities including, but not limited to the Adams, Brown, Pike and Scioto Counties Prosecuting Attorneys, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract, and
 3. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of WDB #1. Provider further agrees to maintain the confidentiality of all Consumers and families

served. No information on Consumers served will be released for research or other publication without the express written consent of WDB #1.

- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation should be available for examination.
- E. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
 - 1. Advertising costs and public relations costs with the exception of service-related recruitment needs, recruitment of personnel needed for contract performance, procurement of goods and services, and disposal of scrap and surplus materials.
 - 2. Costs of alcoholic beverages.
 - 3. Bad debts, including losses arising from uncollectible accounts and other claims, related collection costs, and related legal costs.
 - 4. Donated or volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor.
 - 5. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.
 - 6. Contribution or donations, including cash, property, and services, made by the vendor, regardless of the recipient.
 - 7. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 - 8. Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions.
 - 9. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
 - 10. Gains and losses on disposition of depreciable property and other capital assets.
 - 11. Costs of goods or services for personal use of the vendor's employees regardless of whether the cost is reported as taxable income to the employees.
 - 12. Costs of idle facilities.
 - 13. Actual losses, which could have been covered by permissible insurance.
 - 14. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:47-25 of the Administrative Code.
 - 15. Interest attributable to fully depreciated assets.
 - 16. The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans.
 - 17. Costs of membership in organizations substantially engaged in lobbying are unallowable.
 - 18. Costs of selling and marketing any products or services.
 - 19. Losses on items and the failure to discontinue certain costs associated with the termination of other awards and contracts.

20. Fines, penalties or costs resulting from violations of, or failure to comply with, laws and regulations.
21. Goodwill.
22. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds.
23. Cost of insurance on the life of any officer or employee for which the facility is beneficiary.
24. Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code

F. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this Agreement program.

G. Provider warrants that claims made to WDB #1 for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate.

5. ELIGIBILITY

All participants must meet eligibility as defined by WIOA Rules and Regulations.

6. NON-EXCLUSIVE

This is a non-exclusive Contract, and WDB #1 may purchase the same or similar items or services from other Providers at any time during the term of this Contract. Provider acknowledges that, by entering into this Contract, WDB #1 is not making any guarantees or other assurances as to the extent, if any, that WDB #1 will utilize Provider's services or purchase its goods.

In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this Contract.

7. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state or local funds, which are appropriated or allocated for payment of this Contract.

If funds are reallocated in lesser quantities than the initial allocation, WDB #1 may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the products or services directly involved in the performance of that function may be terminated by WDB #1 at the end of the period for which funds are available. WDB #1 will notify Provider at the earliest possible time of any product or services, which will or may be affected by a shortage of funds.

No penalty shall apply to WDB #1 in the event this provision is exercised and WDB #1 shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

8. AMENDMENT

This contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

WDB #1 reserves the right to amend or renegotiate the Contract if the requirements of the program are substantially changed by the Ohio Department of Job and Family Services and/or Department of Labor,

thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Contracts may not be amended after lapse or termination of the Contract.

9. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination. Should Provider wish to terminate this contract, Provider shall deliver the notice of termination thirty (30) days prior to the effective date of termination. Should WDB #1 wish to terminate, WDB #1 may do so immediately upon delivery of the termination notice.

Should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract, shall become the property of WDB #1. Upon WDB #1 request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this Contract for any reason or if Provider otherwise materially breaches this Contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Contract Section 1- REIMBURSEMENT and Exhibit II, subject to any claim or setoff by WDB #1 for overpayment or other causes.

WDB #1 shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by WDB #1.

Notwithstanding the above, Provider shall not be relieved of liability to WDB #1 and Fiscal Agent for damages sustained by WDB #1 by virtue of any breach of the Contract by Provider. WDB #1 and/or Fiscal Agent may withhold any compensation due Provider for the purpose of off-set until such time as the amount of damages due WDB #1 from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

10. PUBLIC RECORD

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, WDB #1 shall make available the Contract and all public records generated as a result of this contract.

By entering into this Contract, Provider acknowledges and understands that the records maintained by Provider pursuant to this Contract may be deemed public records and subject to disclosure under Ohio law.

11. INSURANCE

Provider agrees to procure and maintain for the duration of this contract the following insurance: insurance against claims for injuries to persons or damage to property which may arise from or in connection with Providers property or services as described in this contract. Insurance is to include automobile liability, professional liability (errors and omissions) and general liability insurance to include fire, property and bonding. In addition, Provider agrees to maintain active workers compensation coverage. Cost of insurance shall be borne by provider.

Provider agrees to maintain the following insurance:

General liability insurance with no less than \$1,000,000 per occurrence.

Provider shall include additional insured:

Workforce Development Board # 1 and County Commissioners of Adams, Brown, Pike and Scioto Counties.

12. INDEMNIFICATION

Provider agrees to protect, defend, indemnify and hold harmless the Adams, Brown, Pike and Scioto Counties Board of County Commissioners and WDB #1 and their members, officials, employees, agents and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury, damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) officers, employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract.

Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Government entity providers subject to legally imposed limits on indemnification shall indemnify to the extent of their insurance coverage as required in Section 11 and their self-insured retention.

13. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by Provider without the prior written approval of WDB #1.

Provider shall not subcontract any of the services agreed to in this Contract without the express written consent of WDB #1. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

Provider shall enter into a binding legal contract or written agreement with any/all approved Subcontractors and shall provide a copy of said contracts to WDB #1 within ten (10) business days of contract execution.

Provider shall monitor any approved Subcontractors to assure all requirements under this Contract are being met. Provider shall notify WDB #1 within one (1) business day when Provider learns that any Subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider shall immediately implement a process whereby either the Subcontractor is immediately brought into compliance or the Subcontractor's Contract with Provider is terminated. Provider shall provide WDB #1 with written documentation regarding how compliance will be achieved. In the event of termination of a subcontractor, Provider shall notify WDB #1 of Subcontractor's termination and shall make recommendations to WDB #1 of a replacement subcontractor. All replacement Subcontractors are subject to the prior written consent of WDB #1.

Notwithstanding any other provisions of this Contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this Contract or use of any subcontract without the

prior written approval WDB #1 is grounds for WDB #1 to terminate this contract upon delivery of written notice.

14. INDEPENDENT CONTRACTOR STATUS

Provider and WDB #1 intend that a grantee / sub grantee relationship be created by this Contract, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this Contract and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Provider further agrees to indemnify and hold harmless WDB #1 and Fiscal Agent from any and all claims made to or by the above-mentioned taxing authorities resulting from or related to the performance of this Contract.

Since Provider, WDB #1 and Fiscal Agent are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with WDB #1 that it has no authority to bind WDB #1 or Fiscal Agent. Moreover, at no time shall Provider hold itself out as an agent, subsidiary or affiliate of WDB #1 or Fiscal Agent for any purpose, including reporting to any government authority, and shall have no authority to bind WDB #1 to any obligation.

15. BREACH OR DEFAULT OF CONTRACT; WAIVER

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, WDB #1 or Fiscal Agent may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and WDB #1 retains the right to exercise all remedies mentioned herein.

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition. Provider waiver requests shall be submitted in writing to the WDB #1 Director or his/her designee. WDB #1 will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

16. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

17. CONFIDENTIALITY

Provider shall maintain the confidentiality of all WDB #1 clients and shall comply with all federal and state laws applicable to WDB #1 and/or clients of WDB #1 concerning the confidentiality of WDB #1 clients.

Provider agrees that the use or disclosure of information, systems or records concerning WDB #1 clients for any purpose not directly related to the administration of this Contract is prohibited and access to the identities of any WDB #1 clients shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this Contract.

No information on clients served will be released for research or other publication without the express written consent of the WDB #1 Administrator or his designee.

18. RECORDS

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this Contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules for a minimum of three (3) years after final payment is made under this Contract.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of WDB #1 including the Area 1 Fiscal Agent, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this contract. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall ensure the maintenance of all records for a like period of time that are in the possession of any third-party performing work related to this contract, unless otherwise directed by WDB #1.

Provider shall not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein without the express written consent of WDB #1.

19. REIMBURSEMENT

Provider warrants that claims made to WDB #1 Fiscal Agent for payment of services provided shall be for actual services rendered to eligible clients and further warrants not to duplicate claims made by Provider to other sources of public or private funds for the same service.

The Provider shall maintain all adequate supporting documentation. Required documentation specific to this contract may include but is not limited to: timesheets, records of services, original expense receipts, travel receipts, invoices and all other supporting documentation as requested.

Records of the service provided to eligible clients and all expenses incurred in the operation of the program shall be maintained per Contract Section 18 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed or will be recovered through the audit process.

A. DRAWS:

Shall be submitted utilizing the CFIS system and further instructions will be forthcoming via the Fiscal Agent, CAO of Scioto County, Inc.

B. Payment:

Will be made electronically and further information on instructions will be forthcoming via the Fiscal Agent, CAO of Scioto County, Inc.

20. AUDIT RESPONSIBILITY

The Provider shall comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor, Workforce Innovation and Opportunity Act upon release of the Final Rules. Provider will be required to have an audit completed pursuant to the Single Audit Act.

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this Contract.

Provider recognizes and agrees WDB #1 may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

21. PROPERTY OF Ohio Area 1 WDB

All items produced under this Contract or with funds provided under this Contract, including, but not limited to, documents, data, photographs and negatives, electronic reports / records, or other media are the property of the Ohio Area 1 WDB (WDB #1), which has an unrestricted right to reproduce, distribute, modify, maintain and use any or all such deliverables.

Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this Contract.

All purchases of furniture, supplies and/or equipment authorized by WDB #1 for the performance of this Contract shall be transferred to WDB #1 upon completion or termination of this Contract or a succeeding Contract(s). If Provider wishes to retain furniture and/or equipment, at WDB #1 discretion the appropriate residual value as determined by WDB #1 may be withheld from Providers final payment. All equipment purchases defined with a purchase price of \$5,000 or more and leases must be approved by WDB #1.

22. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level.

Provider shall complete an Ohio Bureau of Criminal Identification and Investigation (BCII) check, a nationwide Federal Bureau of Investigation (FBI) conviction record check and a criminal records check from the local Police Department, Sheriff's Office and/or any law enforcement or police department necessary to conduct a complete criminal record check of each employee, intern, volunteer, mentor, and subcontractor assigned to work with or transport children.

All record checks shall be completed prior to commencing employment, internship, volunteering, mentoring or subcontracting and every three (3) years thereafter. All reports must be dated within six (6) months of the date an employee, intern, volunteer, mentor or subcontractor is hired to be considered current.

Individuals with a conviction, or with an arrest for which final disposition is pending in the following categories are to be disqualified from providing service under the terms of this contract:

- A. Criminal conduct, including sexual offenses, involving children;
- B. Violent or sexually exploitive conduct;
- C. Drug related offenses.

Individuals transporting clients must have a current and valid driver's license. If Provider utilizes a non-resident college student, a valid license from the student's state of residence will be acceptable. A Bureau of Motor Vehicles (BMV) transcript shall be obtained for each individual transporting clients under this program.

Provider shall not allow any individual to transport clients under this program who currently has five (5) or more points on his/her operator's license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy or policies with coverage that meets or exceeds the limits specified in Contract Section 12 – Insurance.

Provider shall maintain written detailed policies regarding staff and volunteer recruitment procedures, screening procedures, references, police/BCII / FBI checks and training methods. Background checks, employee information and detailed policies must be available at any time upon request.

23. COMPLIANCE

Provider shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes, Ohio Administrative Code rules, WDB #1 Policies and Guidance, in the conduct of work hereunder.

24. GOVERNING LAW

This Contract and any modifications, amendments, or alterations thereto, shall be governed by and shall be construed and enforced under the laws of the State of Ohio.

Any legal action brought pursuant to the Contract shall be filed in the courts located in Warren County, Ohio and Ohio law shall apply.

25. CONFLICT OF INTEREST

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from WDB #1, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that, at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract, which will impede its ability to perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of any WDB #1 officers, Boards of County Commissioners or employees of WDB #1 County involved in the development of the

specifications or the negotiation or actual performance of this Contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this Contract has a financial or other interest in the Contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this Contract.

Provider shall report the discovery of any potential conflict of interest to WDB #1. If a conflict of interest occurs or is discovered during the term of this contract, WDB #1 may exercise any right under the Contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code. By signing this Contract, Provider certifies that it is and shall remain in compliance with these provisions.

26. FAITH BASED ORGANIZATIONS

Any Provider that is a faith-based organization shall perform duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of clients under this program is not compromised or diminished. Provider shall not discriminate against any client under this program based on religion, religious belief, or refusal to participate in religious activity.

Provider shall immediately notify WDB #1 of any client that objects to the religious character of the Provider's organization. WDB #1 will take the necessary steps to provide services to said client by means of an alternate Provider.

No funds provided under this contract shall be used to promote the religious character and activities of the Provider.

27. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect WDB #1 property or employees which are necessary to Provider's ability to perform.

The term "force majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

Provider shall, to the extent within its reasonable control, remedy with all reasonable dispatch any such cause, which prevents Provider from carrying out its obligations contained herein.

28. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

WDB #1 reserves the right to announce the following to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract.

Provider shall not release information about or related to this contract to the general public or media verbally, in writing, or by electronic means without notification to WDB #1, unless Provider is required to release requested information by law.

Provider shall not seek to publicize and shall not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents WDB #1 may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities without prior notification to WDB #1.

Provider shall contact WDB #1 in lieu of responding immediately to media queries.

Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific clients or prospects.

Any program description intended for internal or external use shall mention that funding is provided by the WDB #1 of Adams, Brown, Pike and Scioto Counties, through ODJFS and DOL.

39. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with WDB #1, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

30. CLEAN AIR ACT

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

31. COORDINATION

Provider shall advise WDB #1, within reasonable time to allow for planning and participation, of any significant fundraising campaigns contemplated by Provider within Adams, Brown, Pike and Scioto Counties the effects the workforce system so that WDB #1 will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of WDB #1 and other agencies within the community.

32. DEBARMENT AND SUSPENSION

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify WDB #1 of any contemplated or imposed debarment or suspension.

33. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds to a person or entity against whom a finding for

recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this Contract, Provider warrants that the auditor of state has not issued a finding for recovery to Provider. Provider further warrants that Provider shall notify WDB #1 within one (1) business day if a finding for recovery is issued against Provider during the Contract term.

34. DELINQUENT PERSONAL PROPERTY TAX

Provider certifies that all delinquent personal property tax obligations of the Provider, including interest and penalties due the County of Adams, Brown, Pike and Scioto, have been paid prior to the signing of this contract, per the requirements of Section 5719.042 of the Ohio Revised Code.

35. DISCLOSURE

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this Contract have with a WDB#1 or any of its Board members.

36. DRUG-FREE WORKPLACE

Provider shall comply with all applicable state and federal laws regarding a drug-free workplace. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

37. LOBBYING

Provider certifies that Provider has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this Contract.

38. NON-COLLUSION CERTIFICATION

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

39. NON-DISCRIMINATION

Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Provider, nor any person claiming through Provider, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Provider.

40. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall complete a Certificate of Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB 694). Amended Substitute House Bill 694 (“HB 694”) restricts political contributions and solicitations by owners of businesses, and certain members of their families, from doing business or seeking to do business through public contracts. Provider shall notify WDB #1 within five (5) business days should Provider’s ownership or HB 694 Campaign contribution Declaration information change during the Contract term.

41. CONTRACT DISPUTE RESOLUTION

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

42. CONTRACT CLOSEOUT

At the discretion of WDB #1, a contract closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the contract closeout is to verify there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by WDB #1 in accordance with contract requirements.

43. AUTHORITY TO BIND PRINCIPAL

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this Contract.

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In witness whereof, the Provider, Fiscal Agent and WDB #1 have executed this Contract as of the day and year October 1, 2021.

REQUIRED SIGNATURES

Executive Director
Provider's Agency Name _____ Date _____

Charles (C.B.) Herrmann, Chair
Workforce Investment Board # 1
Adams*Brown*Pike*Scioto _____ Date _____

Steve Sturgill, Executive Director
CAO of Scioto County, Inc.
Fiscal Agent _____ Date _____

Darryl Gray, Chair
Chief Elected Officials _____ Date _____

Modification of:

Workforce Development Board | Adams ▪ Brown ▪ Pike ▪ Scioto

WIOA Youth Purchase of Service Contract

This Contract is entered into by and between the Workforce Development Board of Adams, Brown, Pike and Scioto Counties/Ohio Area 1 WDB (hereinafter “WDB #1”), and CAO of Scioto County, Inc., who has been designated as the Fiscal Agent and **xxxx**, (hereinafter “Provider”), with its main office located at **xxxxxxx**, the purchase of **Workforce Investment WIOA Youth** Services identified under Exhibit I, Services To Be Purchased.

Items modified as follows:

