

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT**

G-2425-15-0176

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and representatives of Local Workforce Area 15 is hereby created 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), to define the roles and responsibilities of the parties with respect to the funds allocated to the Local Workforce Area by ODJFS for the administration of employment and training programs and workforce development activities.

Local Workforce Area 15 representatives include Ohio Valley Employment Resource Council of Governments (SUBGRANTEE), who are the Chief Elected Officials of Local Workforce Area 15, and the Local Workforce Development Board (LWDB) members for Local Workforce Area 15. Ohio Valley Employment Resource (AGENT) is designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes of this Agreement. The AGENT's UEI number is CVGLZ1R1Q4B6.

For purposes of this Agreement, ODJFS is the "pass-through entity", funds provided hereunder are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular," Title 2, Part 200 of the Code of Federal Regulations (CFR), and the corresponding United States Department of Labor (DOL) regulations, in 2 CFR 2900.

SUBGRANTEE is the party identified in Section 107(d)(12)(B)(i)(II) of WIOA as the entity accountable for the funds allocated under WIOA Sections 128 and 133 and this Agreement. In addition to other responsibilities specified herein, SUBGRANTEE, LWDB, and AGENT must ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with delivery of workforce development programs, services, and activities in the Local Workforce Area.

This Subgrant Agreement is applicable to all funds allocated to the Local Workforce Area for the operation of the local workforce development system and to carry out workforce development employment and training programs, including WIOA Title I programs, Reemployment Services and Eligibility Assessments (RESEA) services, and the Comprehensive Case Management and Employment Services Program (CCMEP). Expenditures of Temporary Assistance for Needy Families (TANF) funds authorized by the Department of Health and Human Services allocated to the Local Workforce Area for CCMEP services are also authorized under this Agreement, as are funds allocated for ODJFS' share of costs under the Local Workforce Area Memorandum of Understanding.

The federal CFDA/Assistance Listing numbers and federal authorities for the funds authorized under this Agreement are listed in the table below. ODJFS receives allotments of the of funds authorized under this Agreement at different times throughout each State Fiscal Year, therefore, the federal award information for each funding source cannot be listed in this Agreement. As ODJFS receives and allocates each allotment, the grant award numbers, federal fiscal years, and program years for each award will be included in Budget Notices issued by the ODJFS Office of Fiscal and Monitoring Services, Bureau of County Finance and Technical Assistance and/or in Allocation Memoranda issued by the ODJFS Office of Workforce Development (OWD). Terms, conditions, and programmatic requirements specific to a particular grant authorized hereunder are included in policies and guidances and may also be included in Allocation Memoranda. The Subgrant funds awarded hereunder are not for research and development purposes.

| CFDA Number (Catalog of Federal Domestic Assistance)/Assistance Listing | Award Title | Authority |
|--|--|---|
| 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) |
| 17.225 | Reemployment Services and Eligibility Assessments (RESEA) | Section 306 of the Social Security Act (42 USC 506) |
| 17.804 | Local Veterans' Employment Representative Program | Jobs for Veterans Act 38 USC 4104 |
| 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, is 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 (aka "One-Stop") center to be shared by the LWDB 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 local partners in agreement with the Chief Elected Officials in a local 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 created 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 and the programs and services delivered through it; an analysis of the workforce in the Local Workforce Area, and the 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 (LWDB):** 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 program 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 (AJCs)".

- 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. **Reemployment Services and Eligibility Assessment (RESEA):** A federal grant program designed to allow states to provide intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. Program authorized under Section 306 of the Social Security Act (42 USC 506) to serve Unemployment Insurance Claimants deemed unlikely to return to work.
- N. **Regional Plan:** A four-year action plan, developed by the LWDBs 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 the LWDB and chief elected officials fail to reach a consensus with 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 service delivery for 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 Section 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.
- S. **Subgrantee:** Local Workforce Area chief elected officials. For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as defined in ORC Section 5101.20(A)(3) and "grant recipient" as defined in WIOA Section 107(d)(12)(B).
- T. **Temporary Assistance for Needy Families (TANF):** Programs authorized under Title IV-A of the Social Security Act and regulated under 45 CFR Part 260 that provide benefits and services designed to meet one of the four TANF purposes identified in 45 CFR 260.20 to eligible individuals.
- U. **Workforce Development Activity:** As defined in WIOA Section 3 and ORC Section 6301.01, a program, grant, or other function with the primary goal to achieve one or more of the following:
1. Help individuals maximize employment opportunities;
 2. Help employers gain access to skilled workers;
 3. Help employers retain skilled workers;
 4. Help develop or enhance the skills of incumbent workers;
 5. Improve the quality of the state's workforce;
 6. Enhance the productivity and competitiveness of the state's economy.
- V. **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.
- W. **Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs):** ODJFS' interpretation of WIOA rules and regulations as they pertain to Local Workforce Areas and other ODJFS policies applicable to employment and training services funded under this Agreement.

- X. **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,” “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 SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Subgrant funds authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that funds provided under this Agreement are expended for employment and training programs and related workforce development activities in accordance with terms of this Agreement and with all applicable federal, state, and ODJFS requirements and restrictions—including, but not limited to:
1. The federal laws that authorize the expenditure of funds for each program administered by the Local Workforce Area under this Agreement.
 2. WIOA (29 USC Chapter 32) and all corresponding federal regulations in CFR Title 20.
 3. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, aka “OMB Omni-Circular” (2 CFR Part 200) and the corresponding DOL regulations (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
 5. The Local WIOA Plan, the Regional Plan, and the State WIOA Plan.
 6. The applicable sections of ORC Chapters 307, 5101 and 6301.
 7. As applicable, the approved State TANF Plan developed pursuant to 42 USC 602.
 8. The applicable terms and conditions of each federal grant award—including any amendments.
 9. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
 10. As applicable, any Executive Orders issued by the President of the United States or by the Ohio Governor.
 11. DOL and HHS Guidance Letters.
 12. ODJFS Policies, Guidance Letters, and Procedure Manuals.
 13. DOL-approved statutory waivers for WIOA funds.
 14. The applicable provisions of the current appropriations act.
 15. Approved performance measures and negotiated standards.
 16. Terms, conditions, and instructions included in allocation letters.
 17. The Local Workforce Area MOU.
- C. Scott France, or his successor is the ODJFS Agreement Manager for purposes of the mandatory formula funds authorized under this Agreement. For other subawards authorized under this Agreement, ODJFS will identify the project or program managers with responsibility for oversight. The ODJFS Agreement manager or ODJFS project and program managers may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. SUBGRANTEE, LWDB, and AGENT will comply with any instructions or requests to the satisfaction of ODJFS within 10 days after receipt of the

instructions or requests. All parties expressly understand that any instructions are strictly to ensure the successful completion of the employment and training programs and related workforce development activities authorized herein and are not intended to amend or alter this Agreement or any part thereof. SUBGRANTEE, LWDB, or AGENT will promptly notify the ODJFS Agreement Manager per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement. When or if such communication is received by the ODJFS Agreement Manager, if appropriate, the ODJFS Agreement Manager will initiate an amendment allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. SUBGRANTEE, LWDB, and AGENT agree to consult with the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.

D. Expenditure of Public Funds for Offshore Services

1. Pursuant to Governor's Executive Orders 2019-12D and 2022-02D, SUBGRANTEE, LWDB, and AGENT must ensure that no subcontractors nor subgrantees that will be paid with funds provided from ODJFS 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. SUBGRANTEE, LWDB, and AGENT also must ensure that no services from or investments in Russian institutions or companies will be purchased under this Agreement. Therefore, SUBGRANTEE, LWDB, and AGENT must require assurances from all subcontractors and subgrantees that no work will be performed outside of the United States, no data will be stored outside of the United States, and no services from or investments in Russian institutions or companies will be purchased under this Agreement.
2. SUBGRANTEE, LWDB, and AGENT understand and agree to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE, LWDB, 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.
3. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE, LWDB, AGENT, or any of their subcontractors or subgrantees performed outside of the United States or that violate Governor's Executive Order 2022-02D. Any such violation will be treated as a material breach of the Agreement. SUBGRANTEE, LWDB, and AGENT shall immediately return all funds paid for those services to ODJFS. In addition, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE, LWDB, and AGENT.

- E. SUBGRANTEE, LWDB, and AGENT expressly understand that any information that documents performance of a partner program (e.g., participant counts, placement rates, expenditures) and is intended for public distribution must be reviewed and authorized by the partner entity prior to publication or distribution. This restriction is applicable to information distributed via any communication medium—including annual reports, press releases, news articles, public web pages, and social media.

ARTICLE II. ODJFS RESPONSIBILITIES

ODJFS 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. Certify LWDB every two years, provided that LWDB continues to meet the criteria established by ODJFS in accordance with WIOA Section 107(b) and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 15-17.
- C. Review the State WIOA Plan every two years and revise as necessary in accordance with WIOA Section 102. Upon DOL approval, ODJFS will make the revisions available to SUBGRANTEE and LWDB for use in the review of the Local WIOA Plan per WIOA Section 108.
- D. 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, 20 CFR Part 677, and WIOAPL 17-02.

- E. Monitor SUBGRANTEE, LWDB, and AGENT activities 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.
- F. If necessary, take action against SUBGRANTEE, LWDB, and AGENT 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 ODJFS 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. ODJFS will provide the appropriate written notice to the county auditor(s), SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.
- G. If necessary, implement the State Infrastructure Funding Mechanism in accordance with WIOA Section 121(h), 20 CFR 678.731, and WIOAPL 16-06.

ARTICLE III. SUBGRANTEE RESPONSIBILITIES

With respect to WIOA and the local workforce development system, SUBGRANTEE responsibilities include, but are not limited to:

- A. **Intergovernmental Agreements** - Per 20 CFR 683.710, if the Local Workforce Area includes more than one unit of government, the chief elected officials of each local jurisdiction must execute an agreement that specifies the distribution of liability for funding provided hereunder and meets the requirements of WIOAPL 15-18.1. Such an agreement must not remove liability from 1 chief elected official and place it on another. WIOA Section 107(d)(12)(B)(i) specifies that only the agreement of the Governor to assume liability in place of a chief elected official will relieve a chief elected official from liability for WIOA funds.
- B. **Local Workforce Development Board** - With respect to the LWDB, SUBGRANTEE must:
 - 1. Establish by-laws in accordance with 20 CFR 679.310 for local workforce development board membership, participation, administration, and function.
 - 2. Appoint LWDB members in accordance with WIOA Section 107, state criteria, and the local by-laws. Once appointed, follow the process to obtain certification from the Ohio Governor or the Governor's designee.
 - 3. Ensure that the LWDB enters into good faith negotiations with local partners to execute a Local Workforce Area MOU in accordance with WIOA Section 121 and with WIOAPL 16-11.1.
- C. **Local WIOA Plan** – Work in partnership with the LWDB to develop, and every two years review, a local WIOA plan consistent with the State WIOA Plan, WIOA Section 108 requirements, 20 CFR 679.550, and WIOAPL 16-03.
- D. **Local Performance Accountability Measures** – In collaboration with LWDB, 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 Part 677, WIOAPL 17-02, and the state adjusted levels of performance listed in the State WIOA Plan. Local performance measures will be included in the local WIOA plan.
- E. **Regional Plan** – In partnership with LWDB, collaborate with the chief elected officials and LWDB members of other Local Workforce Areas in SUBGRANTEE's planning region to develop a Regional Plan and to execute a regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 – 20 CFR 679.540, and WIOAPL 16-03.
- F. SUBGRANTEE will ensure that any individual identified as an official representative of the Local Workforce Area with the ability to bind SUBGRANTEE through contracts and other agreements for workforce development activities or related purposes has been authorized to do so by an official act of SUBGRANTEE, such as a resolution, motion, or similar action.
- G. SUBGRANTEE will ensure the prompt reimbursement of funds due to ODJFS, pursuant to ORC 5101.241(C), for payment to any entity as a result of an adverse audit finding, adverse quality control finding, final disallowance

of federal financial participation (FFP), or other sanction or penalty for which SUBGRANTEE, its subrecipients, contractors and/or vendors are responsible.

- H. SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty by ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law.
- I. SUBGRANTEE will ensure the bonding of every officer, director, agent, or employee authorized to receive or deposit funds provided hereunder or to issue financial documents, checks, or other instruments of payment for workforce development activities funded hereunder to provide adequate protection against loss per OAC 5101:9-31-01.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) RESPONSIBILITIES

- A. As applicable, per WIOA Section 107 and 20 CFR 679.370, LWDB will:
 - 1. In collaboration with SUBGRANTEE, 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. If the Local Workforce Area is part of a planning region, LWDB will work in partnership with SUBGRANTEE and other local workforce development boards and chief elected officials in the planning region to renew the Regional Plan and regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 – 20 CFR 679.540, and WIOAPL 16-03.
 - 2. Conduct workforce research and regional labor market analysis.
 - 3. Convene local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.
 - 4. Lead efforts to engage employers in the local workforce development system.
 - 5. Collaborate with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.
 - 6. 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.
 - 7. Develop strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.
 - 8. Conduct oversight and monitoring of CCMEP/Youth workforce investment activities providers, training providers, and 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 employment and training programs and related workforce development activities and expenditures funded under this Agreement.
 - 9. In collaboration with SUBGRANTEE, 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 Part 677, WIOAPL 17-02, and the state adjusted levels of performance identified in the State WIOA Plan. Local performance measures will be included in the Local WIOA Plan.
 - 10. With respect to OhioMeansJobs center operator(s) and service providers:
 - a. Competitively select OhioMeansJobs Center operator(s) every four years in accordance with WIOA Section 121(d), 20 CFR 678.605, and WIOAPL 16-08. ODJFS does not have the authority to grant a waiver of the requirement for competitive selection or an extension of the four-year limitation on OMJ Center operator contracts.
 - b. Competitively select local CCMEP/Youth provider(s) every four years in accordance with WIOA Section 123, 20 CFR 681.400, and WIOAPL 17-03. ODJFS does not have the authority to grant a waiver of the requirement for competitive selection of CCMEP/Youth providers. However, LWDB may submit to ODJFS a request for waiver of the four-year limitation on CCMEP/Youth provider contracts imposed per WIOAPL 17-03 in the event of extenuating circumstances that require a contract extension for an additional year.

- 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 and WIOAPL 16-02.1. Collaborate with the State to ensure sufficient numbers and types of career and training service providers in order to meet consumer choice requirements.
 11. 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.
 12. Develop a budget for LWDB activities with approval of SUBGRANTEE and provide direction to AGENT on disbursement of local funds per WIOA Section 107(d)(12).
 13. 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.
 14. Certify OhioMeansJobs Centers in accordance with WIOA Section 121(d) and WIOAPL16-10.
- B. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of an LWDB, or a member of a standing committee, as applicable, may not:
1. Vote on a matter under consideration by LWDB:
 - 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.
 2. 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, LWDB will conduct business in an open manner by making information about the LWDB activities available to the public on a regular basis through electronic means and open meetings.
- D. LWDB will negotiate with local partners in collaboration with SUBGRANTEE to execute a Local Workforce Area MOU in accordance with WIOA Section 121(c). If negotiations fail to reach a consensus on infrastructure costs by May 31 of the current state fiscal year, LWDB will notify ODJFS in accordance with WIOAPL 16-06.
- E. LWDB 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 SUBGRANTEES of responsibilities and liabilities regarding WIOA and the local workforce development system. Review and update existing written agreements when necessary.
- G. The LWDB has chosen to participate in CCMEP, collaborate with county CCMEP agencies as needed to develop a local CCMEP plan.
1. In order to coordinate CCMEP activities, the LWDB's decision to participate in CCMEP shall be applicable to all counties within the Local Workforce Area. LWDB must authorize the use of WIOA Youth funds to support CCMEP in order for the Local Workforce Area to receive TANF funds for CCMEP.
 2. The LWDB's execution of the Authorization to Support CCMEP, included as Attachment A hereto, or the LWDB's execution of an equivalent authorization form, will serve as evidence of the LWDB's decision to participate in CCMEP, and to authorize the use of WIOA Youth funds to support CCMEP. Attachment A shall be incorporated herein by reference.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

AGENT is designated by SUBGRANTEE as required under OAC 5101:9-31-01(E)(4) to manage local funds under the direction of LWDB and/or SUBGRANTEE. 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) circulars, 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; and
- 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 the date of the signature of the ODJFS Director for a performance period of July 1, 2023 through June 30, 2025, unless this Agreement is suspended or terminated prior to the expiration date.
- B. In addition to Section A above, it is expressly understood by ODJFS, SUBGRANTEE, LWDB, and AGENT that this Agreement will not be valid and enforceable until the Director of the Ohio Office of Budget and Management certifies, pursuant to ORC 126.07 that there is a 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. ODJFS will issue a corresponding budget notice, and, if appropriate, an allocation memorandum with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by ODJFS in accordance with the authorizing federal statutes and funding agreements for each funding source authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT expressly understand 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 budget notices have been issued to the Local Workforce Area for all programs authorized under this Agreement.
- C. SUBGRANTEE, LWDB, and AGENT expressly agree that costs incurred under this Agreement will not exceed the amounts or subaward periods specified in the budget notices. Further, SUBGRANTEE, LWDB, and AGENT expressly agree to comply with the limitations prescribed by the authorizing statute, related funding agreement, and this Agreement with respect to expenditures.
- D. The authorizing statute and/or funding agreement for each funding source sets forth guidelines and limits for administrative costs. Administrative expenditures from WIOA Youth and Adult/Dislocated Worker funds (under WIOA Sections 128 and 133, respectively) are limited to 10% of the total amount allocated to the Local Workforce Area. Administrative costs for RESEA follow the WIOA definition of administrative costs. Per 20 CFR 683.215, WIOA administrative costs are those associated with:
 1. 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.
2. Oversight and monitoring related to WIOA administrative functions.
 3. Costs of goods and services required for administrative functions.
 4. Travel costs incurred for performance of administrative activities.
 5. Costs of information systems related to administrative functions.
 6. Awards to subrecipients or contractors that are solely for administrative functions.
- E. SUBGRANTEE, LWDB, and AGENT acknowledge and expressly agree that funds authorized hereunder for ODJFS' proportionate share of costs as a local partner shall be spent in accordance with the Local Workforce Area MOU.
- F. SUBGRANTEE, LWDB, and AGENT will ensure that separate accounting records are maintained for each funding source authorized hereunder.
- G. SUBGRANTEE, LWDB, 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.
- H. SUBGRANTEE, LWDB, and AGENT will secure prior approval from the federal funding authority or ODJFS for a Local Workforce Area 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.
- I. SUBGRANTEE, LWDB, and AGENT agree to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agree 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 200.320). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.
- J. SUBGRANTEE, LWDB, and AGENT 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.
- K. SUBGRANTEE, LWDB, and AGENT understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, DOL, or HHS. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, ODJFS may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- L. **Standards for Financial and Program Management** – Pursuant to WIOA Section 184, SUBGRANTEE, LWDB, and AGENT, as subrecipients of federal funds, hereby expressly acknowledge 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:

1. **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), SUBGRANTEE, LWDB, AGENT, 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.
 2. **Internal Controls** – SUBGRANTEE, LWDB, and AGENT 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, SUBGRANTEE, LWDB, or AGENT considers to be sensitive. SUBGRANTEE, LWDB, and AGENT 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).
 3. **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.
 4. **Program Income** – Per WIOA Section 194(7), income received by SUBGRANTEE, LWDB, or AGENT under any WIOA Title I program funded hereunder must be used to carry out the program. Further, SUBGRANTEE, LWDB, and AGENT 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 HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
 5. **Real Property, Equipment, and Supplies** – SUBGRANTEE, LWDB, and AGENT expressly understand that written approval must be obtained from ODJFS prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 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:
 - a. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
 - b. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 - c. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- M. 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.
- N. Per 20 CFR 683.250, prohibited costs under WIOA Title I include:
1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
 2. Public service employment, except as specifically authorized under WIOA Title I.
 3. Expenses prohibited under any other federal, state, or local law or regulation.
 4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
 5. Contracts with persons falsely labeling products as being made in America.
 6. Foreign Travel costs (prohibited for WIOA Adult, Dislocated Worker, and Youth funds).

ARTICLE VIII. RECORDS AND REPORTING

- A. SUBGRANTEE, LWDB, and AGENT 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. SUBGRANTEE, LWDB, and AGENT 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: DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE, LWDB, and AGENT 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 3 years after SUBGRANTEE 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 3-year period, whichever is later.
- D. SUBGRANTEE, LWDB, and AGENT acknowledge, 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. SUBGRANTEE, LWDB, and AGENT will enroll and track participants and services in the ODJFS' case management system, Advancement through Resources, Information & Employment Services (ARIES) and the County Finance Information System (CFIS) WIOA Client Tracking. SUBGRANTEE, LWDB, and AGENT will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by ODJFS.
- F. **Maintenance of Additional Records** – Pursuant to WIOA Section 185(f), SUBGRANTEE, LWDB, and AGENT must maintain records with respect to programs and activities carried out under this title that identify:
1. Any income or profits earned, including such income or profits earned by subrecipients; and
 2. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF SUBGRANTEE

- 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), SUBGRANTEE, LWDB, and AGENT must have an entity-wide single audit and must send one copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE, LWDB, and AGENT have 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:
1. 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.
 2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
 3. 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.
 4. 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:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS director, SUBGRANTEE, LWDB, and AGENT. The termination agreement must be adopted by resolution of SUBGRANTEE 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.
 2. Any party to this Agreement may terminate after giving 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 91st day following the receipt of the notice by the other parties.
- B. Notwithstanding the provision of Section A of this Article, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE, LWDB or AGENT if:
1. ODJFS loses funding as described in ARTICLE VII.
 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE, LWDB or AGENT.
 3. SUBGRANTEE has violated any provision of ARTICLE XIII.
- C. Pursuant to ORC 5101.241 and 2 CFR 200.339, as applicable, if SUBGRANTEE, LWDB, 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, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
 2. 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.
 3. Wholly or partly suspend or terminate the federal award.
 4. Submit a recommendation to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR Part 180.
 5. Withhold further federal awards for the project or program.
 6. Take other remedies that may be legally available.
- D. SUBGRANTEE, LWDB, and AGENT, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
 3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
 4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE, LWDB, or AGENT of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS, SUBGRANTEE, LWDB, or AGENT 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 SUBGRANTEE, LWDB, AGENT, and the ODJFS Agreement Manager identified in ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE, LWDB, or AGENT regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE, LWDB, or AGENT from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to the Local Workforce Area 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).

ARTICLE XII. AMENDMENT AND SUBGRANTS

- A. **Amendment** – This document will constitute the entire agreement among ODJFS, SUBGRANTEE, LWDB, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. ODJFS, SUBGRANTEE, LWDB, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by the 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**
 - 1. **Subgrants** – Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.
 - 2. **Suspension and Debarment** – In accordance with 2 CFR 200.214, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE, LWDB, 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.
 - 3. **Procurement** – SUBGRANTEE, LWDB, AGENT 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 5101:9-4-07, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 – 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 - 4. **Monitoring and Reporting Program Performance**– SUBGRANTEE, LWDB, and AGENT 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 200.327, 200.328, and 200.329, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.
- C. **Duties as Pass-through Entity.** With respect to subawards of the funds received under this Agreement to another entity determined to be a subrecipient in accordance with 2 CFR 200.332, SUBGRANTEE, LWDB, and/or AGENT, serving as the pass-through entity, must:
 - 1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward. Required information includes:

- a. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.332(a)(1).
 - b. All requirements imposed by the pass-through entity on the subrecipient to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.
 - c. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 - d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR 200.414;
 - e. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - f. Appropriate terms and conditions concerning closeout of the subaward.
2. Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
- a. The subrecipient's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of 2 CFR 200.501, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a Federal awarding agency).
3. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.208.
4. Monitor the subrecipient's activities as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and the terms/conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring must include:
- a. Review of financial and performance reports required by the pass-through entity.
 - b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuance of a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
 - d. Per 2 CFR 200.332(d)(4), resolution of audit findings specifically related to the subaward but not for crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of federal funding (e.g., debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR 200.513(a)(3)(vii). Such reliance does not eliminate responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

5. Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - a. Training and technical assistance to subrecipient on program-related matters;
 - b. Performance of on-site reviews of the subrecipient's program operations; and
 - c. Arrangement of agreed-upon-procedures engagements as described in 2 CFR 200.425.
6. Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.339 for noncompliance of this part and in program regulations.

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

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

- A. If at any time, SUBGRANTEE, LWDB, or AGENT 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 SUBGRANTEE, LWDB, and AGENT. Any funds paid by the State of Ohio under this Agreement for work performed before SUBGRANTEE, LWDB, and AGENT received such notice will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements** – SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, LWDB, AGENT, 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. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals, LWDB, AGENT, 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.
 2. **Mandatory Disclosures** – Pursuant to 2 CFR 200.113, SUBGRANTEE, LWDB, and AGENT must disclose in writing to ODJFS in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
 3. **Qualifications to Conduct Business** – SUBGRANTEE, LWDB, and AGENT each affirm 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 SUBGRANTEE, LWDB, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.

4. **Unfair Labor Practices** – SUBGRANTEE, LWDB, and AGENT, each affirm 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 SUBGRANTEE, LWDB, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.
 5. **Finding for Recovery** – SUBGRANTEE affirms that SUBGRANTEE, its principals, LWDB, AGENT, 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 SUBGRANTEE, LWDB, or AGENT are not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE, LWDB, and AGENT 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 the State of Ohio for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities** – SUBGRANTEE LWDB, AGENT, their 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.
 2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE, LWDB, and AGENT each certify 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, SUBGRANTEE, LWDB, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE, LWDB, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE, LWDB, and AGENT agree 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.
 3. **Ethics Laws** – SUBGRANTEE, LWDB, and AGENT certify 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. SUBGRANTEE, LWDB, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. **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.
 5. **Conflict of Interest** – In addition to the WIOA restrictions and requirements listed in Article IV, SUBGRANTEE, LWDB, and AGENT must comply with the following, as applicable:
 - a. When a local organization functions simultaneously in two or more roles, which may include AGENT, LWDB staff, OhioMeansJobs center operator, and direct provider of career or training services, then the SUBGRANTEE and LWDB, 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 listed in the subsections below. The agreement must be written in accordance with Section IV of WIOAPL 15-18.1.

- b. SUBGRANTEE, LWDB, and AGENT certify, 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 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 calendar years.
- c. SUBGRANTEE, LWDB, and AGENT agree to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE, LWDB, and AGENT further agree not to solicit an ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, LWDB, AGENT, their officers, members, and employees are compliant with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
- d. SUBGRANTEE, LWDB, and AGENT agree that SUBGRANTEE, LWDB, AGENT, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's, LWDB's or AGENT's functions and responsibilities under this Agreement. If SUBGRANTEE, LWDB, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE, LWDB, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE, LWDB, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
- e. SUBGRANTEE, LWDB, 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.

6. **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. SUBGRANTEE, LWDB, and AGENT each affirms that no federal funds paid to SUBGRANTEE, LWDB, or AGENT by ODJFS through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE, LWDB, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
 - c. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE, LWDB, and AGENT each 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. SUBGRANTEE, LWDB, and AGENT each agree 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. SUBGRANTEE, LWDB, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
7. **Child Support Enforcement** – SUBGRANTEE, LWDB, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, LWDB, AGENT, their 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.
8. **Pro-Children Act** – If any activities funded hereunder call for services to minors, SUBGRANTEE, LWDB, and AGENT each 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 18.
9. **Drug-Free Workplace** – SUBGRANTEE, LWDB, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE, LWDB, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, 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.
10. **Work Programs** – SUBGRANTEE, LWDB and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.

11. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 – To the extent possible, SUBGRANTEE, LWDB, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
12. **Buy American Requirements** (41 USC 8302) – To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE, LWDB, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
13. **Salary and Bonus Limitations** – Per WIOA Section 194(15), SUBGRANTEE, LWDB, and AGENT each agrees to comply with all salary and bonus limitations.
14. **Environmental Protections** – SUBGRANTEE, LWDB, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671g) 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. SUBGRANTEE, LWDB and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan developed in compliance with the Energy Policy and Conservation Act (42 USC 6201). Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
15. SUBGRANTEE, LWDB, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
16. If applicable, SUBGRANTEE, LWDB, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
17. Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if SUBGRANTEE, LWDB, AGENT, or any subcontractor or subgrantee paid with funds provided hereunder:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period this Agreement or any subcontracts or subagreements are in effect; or uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
 - b. SUBGRANTEE, LWDB and AGENT agree that they shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
18. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE, LWDB, and AGENT are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
19. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, LWDB, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
20. **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 SUBGRANTEE, LWDB or AGENT enter 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,” the SUBGRANTEE, LWDB or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
21. **Civil Rights Assurance** – The SUBGRANTEE, LWDB and AGENT hereby agree that as long as SUBGRANTEE is a recipient of federal financial assistance, each will comply with Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), Title IX of the Education Amendments of 1972 (20 USC 1681 et

seq.) and all provisions required by the implementing regulations of the Department of Health and Human Services and Department of Labor. SUBGRANTEE 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.

22. **Certification of Compliance** – SUBGRANTEE, LWDB and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.
23. **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 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 organization and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE XIV: CONFIDENTIALITY

- A. SUBGRANTEE, LWDB, and AGENT expressly agree to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
 1. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
 2. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
 3. The Privacy Act (5 USC 552a).
 4. 7 USC 2020(e)(8).
 5. The Family Educational and Privacy Rights Act (20 USC 1232g), 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.
 6. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
 7. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Insurance (UI) information.
 8. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
 9. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 10. ORC 149.43(A)(1), lists records that are exempted from treatment as public record.
 11. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 12. ORC 1347.01(E).
 13. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.

14. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
 15. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of (UI) records.
 16. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
 17. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.
 18. OAC 5101:1-1-36 regarding IEVS.
 19. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
 20. 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.
 21. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
 22. 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.
 23. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
 24. 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. SUBGRANTEE, LWDB, and AGENT 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 provisions required under the applicable federal or state law. Prior to the execution of such agreements, SUBGRANTEE, LWDB, and AGENT 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 and that SUBGRANTEE, LWDB, and AGENT are authorized to redisclose the data. SUBGRANTEE, LWDB, and AGENT expressly understand that local partners and service providers are considered third parties in regard to confidential information for programs authorized hereunder and must be authorized by SUBGRANTEE under written agreements pursuant to this Article XIV.214
- C. SUBGRANTEE, LWDB, and AGENT will ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
- D. SUBGRANTEE, LWDB, and AGENT will ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE, LWDB, and AGENT will ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE, LWDB and AGENT expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.
- F. SUBGRANTEE, LWDB, and AGENT 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. SUBGRANTEE, LWDB, and AGENT will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions pertinent to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE, LWDB, and AGENT each agrees to be responsible for any liability directly related to any and all of their own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if ODJFS, SUBGRANTEE, LWDB, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve SUBGRANTEE 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 ODJFS to the Local Workforce Area, SUBGRANTEE, LWDB, AGENT, 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 the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.
- D. **Infringement of Patent or Copyright:** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE, LWDB and AGENT agree 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 performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE, LWDB, or AGENT. ODJFS 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. ODJFS may participate in the defense of any such action. SUBGRANTEE, LWDB and AGENT agree 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 are furnished by ODJFS at SUBGRANTEE, LWDB or AGENT's written request, it is at SUBGRANTEE, LWDB or AGENT's expense. If any materials, reports, or studies provided by SUBGRANTEE, LWDB, or AGENT are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE, LWDB and AGENT agree, at their own expense and at their 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. SUBGRANTEE, LWDB and AGENT obligations under this Section survive the termination of this Agreement, without limitation.
- E. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE, LWDB or AGENT fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE, LWDB, or AGENT in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE, LWDB, and AGENT 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 SUBGRANTEE, LWDB, or AGENT will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

G. Intellectual Property Rights.

1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
 - b. Any rights of copyright to which ODJFS, SUBGRANTEE, LWDB, AGENT, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
2. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

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

H. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.206, ODJFS as a pass-through entity evaluates SUBGRANTEE, LWDB, and AGENT’s risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE, LWDB, and AGENT agree to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.

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

Signature Page Follows:
Remainder of page intentionally left blank

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT**

SIGNATURE PAGE

G-2425-15-0176

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.

**Ohio Valley Employment Resource
PO Box 181
Marietta, Ohio 45750**

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

Rebecca Safko, Exec Dir.

Printed Name & Title

Matt Damschroder, Director

R Safko

Signature

10/17/23

Date

Date

LOCAL AREA 15
Monroe, Morgan, Noble & Washington Counties
State Subgrant 7/1/23 - 6/30/25
Commissioner Signature Page

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

Council of Governments

Mick Schumacher, Monroe County Commissioner

M Schumacher 5/1/2023
Signature Date

Bill Bolon, Monroe County Commissioner

Bill Bolon 5-1-23
Signature Date

Diane Burkhart, Monroe County Commissioner

Diane Burkhart 5/1/23
Signature Date

Richard Welsh, Morgan County Commissioner

Richard Welsh 5-1-23
Signature Date

Adam Shriver, Morgan County Commissioner

Adam Shriver 5-16-23
Signature Date

Cecil Mayle, Morgan Co. Commissioner

Cecil Mayle 5-1-23
Signature Date

Gary Saling, Noble County Commissioner

Gary Saling 5/1/23
Signature Date

Floyd Allen Fraley, Noble Co. Commissioner

Floyd Allen Fraley 5/1/23
Signature Date

Ty Moore, Noble County Commissioner

Ty Moore 5-1-23
Signature Date

Kevin Ritter, Washington Co. Commissioner

Kevin Ritter
Signature Date

James Booth, Washington County Commissioner

James Booth 5-11-23
Signature Date

Charles Schilling, Washington Commissioner

Charles Schilling
Signature Date

Herman Gray 5/1/23 Chair Board 15

**AUTHORIZATION to SUPPORT the COMPREHENSIVE CASE MANAGEMENT
EMPLOYMENT PROGRAM**

The Workforce Development Board for Area 15 met in regular session on the 15th
of May, 2023, with the following members present:

See signed minutes _____

WHEREAS, The Comprehensive Case Management and Employment Program (CCMEP), established under Section 5116.02 of the Ohio Revised Code (ORC), to provide employment, training and other supportive services to youth ages 14 to 24 with barriers to employment, based upon a comprehensive assessment of an individual's employment and training needs;

WHEREAS, Participation in CCMEP allows Workforce Innovation and Opportunity Act (WIOA) Youth funds allocated to local workforce development areas to be braided with Temporary Assistance for Needy Families (TANF) funds allocated to CCMEP lead agencies;

WHEREAS, ORC 5116.20 acknowledges that local workforce development area participation in CCMEP is at the discretion of the local workforce development board;

WHEREAS, Each local workforce development board that elects to participate in CCMEP must formally authorize the use of WIOA youth funds for CCMEP before braiding with TANF funds may occur.

THEREFORE, the Workforce Development Board for Area 15 hereby authorizes use of WIOA Youth funds for the Comprehensive Case Management and Employment Program during the 2024-2025 State Fiscal Biennium that begins July 1, 2023 and ends June 30, 2025.

Rebecca Safko, Exec Dir
[Printed Name & Title]

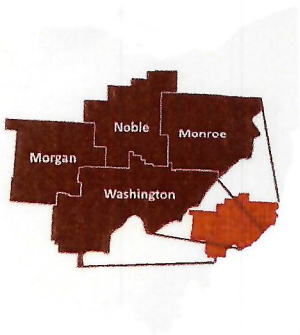
10-17-2023
Date

[Printed Name & Title]

Date

[Printed Name & Title]

Date



**OHIO VALLEY EMPLOYMENT RESOURCE
COUNCIL OF GOVERNMENTS MEETING**

**TY MOORE, COG CHAIR
JAMES BOOTH, COG VICE-CHAIR
REBECCA SAFKO, EXECUTIVE DIRECTOR**

**MEETING
MAY 1, 2023 – NOON
LORI'S RESTAURANT, CALDWELL, OHIO**

VIRTUAL MEETING OPTIONS:

**Dial-in number (US): (202) 926-1127
Access code: 265562#**

Join: <https://join.freeconferencecall.com/rsafko4>

Minutes

Attendance:

Diane Burkhart, Monroe County Commissioner
Mick Schumacher, Monroe County Commissioner
Bill Bolon, Monroe County Commissioner
Richard Welsh, Morgan County Commissioner
Cecil Mayle, Morgan County Commissioner

Ty Moore, Noble County Commissioner
Gary Saling, Noble County Commissioner
Allen Fraley, Noble County Commissioner
Charles Schilling, Washington County Commissioner
Kevin Ritter, Washington County Commissioner

Others in Attendance:

Rebecca Safko, Executive Director, Ohio Valley Employment Resource
Michelle Hooper, Grants Assistant, Ohio Valley Employment Resource
Janell Comstock, Grants Coordinator, Ohio Valley Employment Resource
Jeanette Schwall, Director, Monroe County Department of Job & Family Services
Mindy Lowe, Director, Noble County Department of Job & Family Services
Lori Byrne, State Workforce Manager, Transfr VR
Kristin Rosenburg, Customer Success Manager, Transfr VR

THE PLEDGE OF ALLEGIANCE TO THE FLAG started the meeting, led by COG Chair, Ty Moore.

REMINDER: IN DEMAND EVENT BEING HELD TODAY 10am-3pm at the Noble County Community Building behind McDonald's – 5 schools RSVP'd for 325 students.

INTRODUCTIONS: Transfr VR – Lori Byrne, State Workforce Manager, and Kristin Rosenburg, Customer Success Manager presented on usage to date and projected improvements.

Executive Session requested at 12:19 for Personnel-Compensation; **COG Motion 18-22 for Executive Session to start. Motion by: Kevin Ritter; Second by Charles Schilling: Motion passed. Roll call unanimous.**

Executive Session requested at 12:31 for Personnel- Compensation; **COG Motion 19-22 for Executive Session to end. Motion by: Kevin Ritter; Second by Allen Fraley: Motion passed. Roll call unanimous.**

Request for COG to meet with Workforce Development Board-Personnel Subcommittee on Monday, May 22, 1PM at Noble County Department of Job & Family Services.

DRAFT MEETING MINUTES – February 6, 20223, Draft (Handout #1) **COG Motion 20-22 to accept the minutes with Commissioner Fraley not Commissioner Peoples correction. Motion by: Bill Bolon; Second by Kevin Ritter: Motion passed.**

ELECTION OF OFFICERS

- Bylaws require annual election of officers, 7/1/23-6/30/24. Nominations from the floor

COG Chair **COG Motion 21-22 to accept nomination of: James Booth as Chair and appoint. Motion by: Charles Schilling; Second by Kevin Ritter: Motion passed.**

COG Vice-Chair **COG Motion 22-22 to accept nomination of: Allen Fraley as Vice Chair and appoint. Motion by: Ty Moore; Second by Charles Schilling: Motion passed.**

WORKFORCE DEVELOPMENT BOARD MEMBERS TERMS EXPIRING 6/30/2023.

- Monroe-Jeff White
- Morgan-Michele Blackburn and Laurene Huffman
- Noble-Herman Gray, Jr.
- Washington-Jennifer White and Nathan Lord
- Area Wide-Jeff Smith

Re-appointments are for a two-year term; 7/1/2023-6/30/2025 **COG Motion 23-22 to re-appoint: White; Huffman; White; Lord and Smith (all above, excluding Blackburn and Gray). Motion by: Charles Schilling; Second by Kevin Ritter: Motion passed.**

Jesse Roush elected to resign from the board. Discussion on appointing Chuck Warner, International Converter for Noble and Wendy Elliott as replacement for Jesse Roush. Confusion on if Herman Gray, Jr. wanted to resign from the WDB or just as chair of WDB.

WIOA AREA #15 ACTIVITIES

- OVER Expenditures as of 3/31/23 and Budget 7/1/23-6/30/24 (Handout #2) **COG Motion 24-22 to accept the budget changes for 7/1/22-6/30/23 and proposed budget for 7/1/23-6/30/24. Motion by: Bill Bolon; Second by Diane Burkhart: Motion passed.**
- Area 15 Expenditures as of 3/31/23 were presented and discussed. Appears the area will be fully spent of adult and youth carryover, if transfers identified on handout #4 are passed.
- Audit – 7/1/21-6/30/22, completed; full audit can be viewed and downloaded from: <https://ohioauditor.gov/auditsearch/results.aspx>; low risk auditee; no reportable conditions in audit. The management letter recommended a company credit card – this recommendation was discussed and decided against. GASB 68 and 75 amortization adjustments were needed and monitoring of subrecipients was not done timely. A schedule is being tracked to ensure all monitoring is completed by 6/30/23.
- Cost Allocation Plan:
Revision to 7/1/21-6/30/23 – 2 years – Department of Labor is the cognizant entity. During DOL’s review of the cost allocation plan in January 2023; DOL cost negotiator requested that all employee hours be included in the overall (Z) cost pool. As the cost allocation plan was originally written and approved, the Z pool would just include Michelle H and Rebecca since they “touched” all grants and a separate pool created for Janell/Stephanie. DOL stated that this adjustment could be made based on 12-month program year, all staff hours for program year 21-22; and then six months cumulative for July- December 2022= 1/2 this program year, all staff hours for those prior 6 months, then monthly for the remainder of this program year. The second (Y) pool would continue to be used through 6/30/23.
Cost Allocation Plan 7/1/23-forward will still include all staff hours in the Z pool and the Y pool will cease to be used – the DOL cost negotiator stated that the increased work was not worth the benefit.
- **COG Motion 25-22 to accept the cost allocation changes as written by DOL for 7/1/21-6/30/23 and proposed change of removing the Y pool for 7/1/23-6/30/24. Motion by: Charles Schilling; Second by Allen Fraley: Motion passed.**
- The state is currently doing a 2-year program monitoring focused on Monroe County – no report currently.
- Transfer of Funds as identified on Handout #4 and included in the Area 15 expenditure report. **COG Motion 26-22 to accept the transfers. Motion by: Bill Bolon; Second by Charles Schilling: Motion passed.**
- WIOA PY22 Q2 Unadjusted Performance Report was presented and discussed.
- One-Stop Activities and One-Stop Operator Reports, January-March 2023, were presented and discussed.
- Partner & Resource Room Updates were summarized.

WORKFORCE DEVELOPMENT BOARD ROLES AND RESPONSIBILITIES

- Regional Plan-we notified everyone that it was out for comment, advertised in the newspapers and hosted an employer meeting, no comments for improvement received. Plan can be located at [Workforce Region | over](#)

(omj15.com) or [547aed_96d14fa1b5044a7684f17188623273dd.pdf](https://www.ohio.gov/documents/asset_96d14fa1b5044a7684f17188623273dd.pdf) (omj15.com)

- **COG Motion 27-22 to sign and submit the plan to the state. Motion by Kevin Ritter; Second by Charles Schilling: Motion passed.**
- State Subgrant Agreement 7/1/23-6/30/25 **COG Motion 28-22 to sign the 2-year state subgrant, pending no revisions needed by the Executive Director. Motion by: Charles Schilling; Second by Kevin Ritter: Motion passed.**
- Data Share Agreement 10/1/23-9/30/25 **COG Motion 29-22 to sign the 2-year data share agreement, pending no revisions needed by the Executive Director. Motion by: Allen Fraley; Second by Gary Saling: Motion passed.**
- Extension of the One-Stop Operator Consortium led by WCDJFS **COG Motion 30-22 to extend the One-Stop Operator Consortium led by WCDJFS. Motion by Kevin Ritter; Second by Charles Schilling: Motion passed.**
- MOU approval (Handout #8) **COG Motion 31-22 to sign the MOU as presented or revised, pending mutual agreement by all paying parties. Motion by Kevin Ritter; Second by Gary Saling: Motion passed.**
 - Certification Committee to recertify Morgan-OMJ's new location in May.
 - Washington-OMJ will also need to recertify once moved to Third Street location.
- Fresh Start Opioid Grant with Buckeye Hills Regional Council is pending Buckeye Hills' response.
- Monitoring Review

| Subrecipient | Monitoring Date(s) | Completion Date | Report Due (30 days after) | Letter Dated | 30 days Corrective Action | 10 days date of acceptance of Corr. Act. |
|------------------|-----------------------------|-----------------|----------------------------|--------------|---------------------------|--|
| Buckeye Hills RC | 2/16/2023 | 3/7/2023 | 3/16/2023 | 3/16/2023 | | |
| Noble | 2/21, 2/23, 3/2, 3/23, 3/28 | 3/28/23 | 4/28/2023 | | | |
| Monroe | 3/27, 4/3, 4/10, 5/9 | in process | | | | |
| Washington | not scheduled | | | | | |
| Morgan | not scheduled | | | | | |

- Subgrant of the WIOA adult and DW programs and youth case management and 4 elements that do not require procurement: occupational skill training, supportive services, follow-up and labor market and employment information for 7/1/23-6/30/24. **COG Motion 32-22 to extend based on successful performance – new funding to be allocated when provided by the state. Motion by Kevin Ritter; Second by Charles Schilling: Motion passed.**
- Youth Elements for PY 2023 approval
 - Contracts to be renewed/new contracts were presented as Handout #9
 - And RFP for County identified need of youth elements for PY 2023
 - And Standing RFP for youth elements
 - Miniature Golf Construction RFP, deadline May 15th **COG Motion 33-22 to issue the RFPs identified above. Motion by Bill Bolon; Second by Charles Schilling: Motion passed.**
- Career Pathway Navigator Pilot – Washington County – 1 individual as a contract under WCDJFS via subgrant agreement with Ohio Valley educational service center.
- Business Outreach
 - **COG Motion 34-22 to submit for BRN funding for June 2023 through June 2024 to include a full time Business rep, social media intern, outreach events and supervision/allocated costs to support the activities. Motion by Mick Schumacher; Second by Bill Bolon: Motion passed. Discussion was had on the need for business outreach in all counties, but not the need for a career pathway navigator due to similar projects in other counties.**
 - IWTs – schools can be considered for training/not considered government; government entities can be considered, except for us.
- Incumbent Worker Trainings (IWTs) projects presented at the 5/1/23 WDB meeting totaling \$5,338.50.

| WIOA Agency | Company | Training | Credential | # to be trained | Cost | WIOA Share of Cost |
|------------------|--------------------------|------------------|------------|-----------------|-----------|--------------------|
| Washington CDJFS | Thermo Fisher Scientific | CDL Truck Driver | WCCC | 2 | 10,677.00 | \$5,338.50 |

- Policy updates (Handout #10)
 - Youth Incentives
 - Youth Eligibility regarding disability and self-attestation
- **COG Motion 35-22 to approve the Youth Incentives and Youth Eligibility policy changes. Motion by Allen Fraley; Second by Bill Bolon: Motion passed.**
 - Incumbent Worker Trainings-state clarification that schools are not considered government; therefore, IWTs can be done with schools.
- ARC Planning Grant **COG Motion 36-22 to approve submission of the ARC Planning Grant focused on IT. Motion by Charles Schilling; Second by: Kevin Ritter. Motion passed.**
- VR Headsets **COG Motion 37-22 to approve extending VR Headsets agreement as expiring funding permits. Motion by Diane Burkhardt; Second by Bill Bolon. Motion passed.**
- Building a Future-Ready Workforce Grant
 - JASON Learning Implementation Status Report for March (emailed only) – No questions arose.
 - Conference this year to be held at WCCC, August 8-9, 2023.

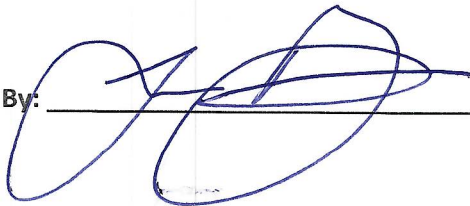
ITEMS FOR NEXT MEETING – none presented for the next regular COG meeting.

FUTURE MEETING DATES:

Mondays, 8/7/23 changed to 8/8 11:30 at WCCC in conjunction with the JASON Conference and 11/6/23 at noon at Lori's Restaurant.

ADJOURNMENT: COG Motion 38-22 to adjourn. Motion: Kevin Ritter; second: Mick Schumacher; motion passed.

Approved By: _____



Date: _____

8/8/23