

Workforce Investment Board | Butler • Clermont • Warren

WIOA Career Services Contract

The Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 has accepted the proposal submitted by OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) to provide the services solicited under the Request for Proposals to purchase Ohio Means Jobs (OMJ) Center Operator and/or Career Services under the Workforce Innovation and Opportunity Act (WIOA). As indicated in its proposal, the Butler County Department of Job and Family Services is the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW).

Therefore, this contract is entered into by and between the Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent; and the Butler County Board of Commissioners on behalf of Butler County Department of Job and Family Services, (hereinafter "Provider") who is the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW).

This instrument embodies the entire contract of the two parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or contracts, either written or oral; between the two parties to this contract. Further, there is no direct contractual relationship, either written or implied, between the WIBBCW and any other organizational members of OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) with respect to the services purchased under this document.

1. TERM / CONTRACT AMOUNT

This contract shall be effective from date of contract signature and execution until June 30, 2018 with up to two (2) one-year additional option renewals at WIBBCW discretion. No services provided prior to the commencement date shall be covered under the terms of this contract.

The maximum amount payable for this contract shall not exceed \$920,848.87 for Adult Services and \$639,398.83 for Dislocated Worker Services. The funding amount may increase or decrease during the subsequent years of operation based on the discretion of the WIBBCW, the funding available, and/or Provider's ability to provide required services and deliverables. If funding is materially increased or decreased, the Provider's required service levels and deliverables will also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and its inclusive Exhibits, Provider agrees to perform the services as described in Exhibit I, Career Services Deliverables; Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and Comprehensive Case Management Employment Program (CCMEP) services*); Exhibit III, Budget; and Exhibit IV, Organizational Chart.

This contract is conditioned upon federal, state, and/or local policy and regulation. If, during any stage during this contract policy changes occur that would impact how and what services are provided, the WIBBCW reserves the right to modify or terminate Provider's services or the entire contract.

3. EXHIBITS

Exhibits for this contract are as follows:

1. Exhibit I, Career Services Deliverables;
2. Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*);
3. Exhibit III, Budget;
4. Exhibit IV, Organization Chart; and
5. Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-201

A. Order of Precedence

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

Exhibit I, Career Services Deliverables;

Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*);

Exhibit III, Budget;

Exhibit IV, Organization Chart; and

Exhibit V, CORSA Memorandum of Coverage 2017-2018.

B. Provider Responsibility

1. Provider will coordinate and oversee all aspects of the services and activities described in Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*) in carrying out the services purchased under this contract.
2. Provider will maintain written records and reports of all services, activities, and expenses as required by federal and state law, and local WIBBCW policy. Services, activities, and expenses for which there is no supporting documentation will not be reimbursed by the WIBBCW.
3. Provider will provide a full and transparent reporting of the deliverables as described in Exhibit I, Career Services Deliverables.
4. Provider will submit a final deliverable report no later than ninety (90) days following the end date of service for each project year. Deliverables are described in Exhibit I, Career Services Deliverables.

5. Provider will expend funds, as detailed in Exhibit III, Budget. Provider is given the permission to move up to 10% of funding between programs (i.e., WIOA Adult and Dislocated Worker) as allowable by federal and state regulations to maintain services to WIOA customers. Provider shall notify the WIBBCW in the event of a funding movement between programs.
6. Provider will maintain the organizational structure indicated in Exhibit IV, Organizational Chart, for the first six (6) months of the contract.
7. Provider will use the tools, materials, and technologies directed by ODJFS requirements and WIBBCW policy, such as Ohio Workforce Case Management System (OWCMS), County Finance Information System (CFIS), OMJ-branded materials, etc.
8. Provider will submit expenditure reimbursement requests to the WIBBCW or designee on a weekly basis and will include complete documentation to support each amount. Staffing charges will be summarized on the monthly financial report.
9. Provider will ensure staff possess the necessary skills, certifications, and experience/background for the position assigned.
10. Provider will ensure and maintain compliance with OMJ Certification requirements.
11. Provider will carry out any services or activities duties that are determined necessary by the WIBBCW to comply with local, state, and federal requirements, including assisting WIBBCW efforts to become a high-performing Board.
12. Provider will not subcontract any WIOA-funded services or activities without the prior written approval of the WIBBCW.
13. Provider will ensure funds are used in accordance with conditions, requirements, regulations, policies, and restrictions of federal, state and local laws as well as federal terms and conditions of the grant award.
14. Provider shall maintain independent books, records, payroll documents accounting procedures, and sound accounting practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract and its inclusive exhibits.
15. Provider will be responsible for receiving, replying to, and complying with identified audit or monitoring findings, including promptly initiating corrective remedies and/or repaying disallowed costs. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible.
16. Provider will fully reimburse WIBBCW for any funds that may be determined disallowed due to an adverse audit or monitoring finding, adverse quality control finding, determination of non-compliance, or any other sanction or penalty.
17. Provider will make records available to the WIBBCW, ODJFS, the Auditor of the State, federal agencies, and other authorized entities for review, audit, monitoring, and/or investigation.
18. Provider acknowledges its obligations under this contract pursuant to OMB Circulars.

19. Standards for financial management systems: Provider agrees to comply with 29 CFR 97, including but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
20. Period of Availability of Funds: Pursuant to 29 CFR 97.23 and 2 CFR 200, as applicable, Provider may charge only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this contract and for the term specified in Article 1 of this contract, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
21. Matching or Cost Sharing Pursuant to 29 CFR 97.24 and 2 CFR 200, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
22. Program Income: Program income must be used and accounted for as specified in 29 CFR 92.25.
23. Real Property: If Provider is authorized to use contract funds for the acquisition of real property, title, use and disposition of the real property will be governed by the provisions of 29 CFR 97.31.
24. Equipment: Title, use management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Provider or its Subcontractor(s) with contract funds, will be governed by the provisions of 29 CFR 97.32 and 2 CFR 200, as applicable.
25. Supplies: Title and disposition of supplies acquired by Provider or its Subcontractor(s) with contract funds will be governed by the provisions of 29 CFR 97.33 and 2 CFR 200, as applicable.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this contract, and all records, documents, writings or other information, including but not limited to financial, and client records used by Provider in the performance of this contract are treated according to WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent.
- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of WIBBCW. Provider further agrees to maintain the

confidentiality of all customers served in accordance with federal and state law, and WIBBCW policy.

- C. Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles (GAAP), WIBBCW policies, ODJFS requirements, and US Department of Labor regulations.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be readily available for examination by the WIBBCW, ODJFS, Fiscal Agent, or other designee.
- E. Provider warrants that the invoices submitted to WIBBCW for payment or reimbursement will be reasonable, customary, and allowable services under the WIOA.
- F. Provider warrants that the following unallowable costs will not be included in any invoice submitted for payment or reimbursement:
 - 1. Advertising costs and public relations costs with the exception of service related recruitment needs, recruitment of personnel needed for contract performance, procurement of goods and services, and disposal of scrap and surplus materials.
 - 2. Costs of alcoholic beverages.
 - 3. Bad debts, including losses arising from uncollectible accounts and other claims, related collection costs, and related legal costs.
 - 4. Donated or volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor.
 - 5. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.
 - 6. Contribution or donations, including cash, property, and services, made by the vendor, regardless of the recipient.
 - 7. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 - 8. Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions.
 - 9. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
 - 10. Gains and losses on disposition of depreciable property and other capital assets.
 - 11. Costs of goods or services for personal use of the vendor's employees regardless of whether the cost is reported as taxable income to the employees.
 - 12. Actual losses which could have been covered by permissible insurance.

13. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:47-25 of the Administrative Code.
14. Interest attributable to fully depreciated assets.
15. The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans.
16. Costs of membership in organizations substantially engaged in lobbying are unallowable.
17. Costs of selling and marketing any products or services.
18. Losses on items and the failure to discontinue certain costs associated with the termination of other awards and contracts.
19. Fines, penalties or costs resulting from violations of, or failure to comply with, laws and regulations.
20. Goodwill.
21. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds.
22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary.
23. Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code

5. NON-EXCLUSIVE

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

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

If funding is materially increased or decreased, the Provider's required service levels and deliverables may also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

6. AVAILABILITY OF FUNDS

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

If funds are reallocated in lesser quantities than the initial allocation, WIBBCW may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or

available for the continuance of the function performed by Provider hereunder, the services directly involved in the performance of that function may be terminated by WIBBCW at the end of the period for which funds are available.

No penalty shall apply to WIBBCW in the event this provision is exercised and WIBBCW shall not be obligated or liable for any future payments due or for any damages the Provider may incur as a result of termination or reduction under this section. WIBCCW will provide a closeout period of 90 days. WIBBCW will honor all WIOA-funded client obligations as allowable by state and federal law, and based on availability of WIOA funds.

7. AMENDMENT

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

WIBBCW reserves the right to amend or renegotiate the contract if the requirements of the program are substantially changed by local policy, ODJFS or federal government, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Terms of the contract may not be amended after lapse or termination.

8. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination with sixty (60) day written notice.

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

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

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

Notwithstanding the above, Provider shall not be relieved of liability to WIBBCW for damages sustained by WIBBCW by virtue of any breach of the contract by Provider. WIBBCW may withhold any compensation due Provider for the purpose of off-set until such time as the amount

of damages due WIBBCW from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

9. PUBLIC RECORD

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

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

10. INSURANCE

Provider affirms that it is adequately insured under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-2018 and that these levels meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals. It agrees to maintain these coverage levels for the duration of this contract.

11. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this contract shall not be assigned by Provider without the prior written approval of WIBBCW. Moreover, Provider shall not subcontract any of the WIOA-funded services or activities agreed to in this contract without the prior written consent of WIBBCW.

Notwithstanding any other provisions of this contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this contract or use of any subcontract for WIOA-funded services or activities without the prior written approval WIBBCW is grounds for WIBBCW to terminate this contract upon delivery of written notice.

12. INDEPENDENT CONTRACTOR STATUS

Provider and WIBBCW intend that a contractual relationship is created by this agreement, and nothing herein this contract shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this contract and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, Ohio Public Employees Retirement System (OPERS) and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to OPERS income tax withholding, unemployment compensation, workers' compensation, and similar matters.

Since Provider and WIBBCW are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with WIBBCW that it has no authority to bind WIBBCW.

13. BREACH OR DEFAULT OF CONTRACT; WAIVER

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

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

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

14. SEVERABILITY

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

15. CONFIDENTIALITY

Provider shall maintain the confidentiality of all WIOA clients and shall comply with all federal and state laws applicable to WIBBCW and/or clients of WIOA concerning the confidentiality of WIOA customers.

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

No information on WIOA clients served will be released for research or other publication without the express written consent of the WIBBCW or its designee with the exception of any information provided under open records law. The Provider shall immediately notify the WIBBCW or its designee when a request for information is made under the open records law.

16. RECORDS

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

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of WIBBCW, including the Fiscal Agent, Board of County Commissioners of Warren County, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this contract as determined by WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

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

Provider agrees to use information, systems, and records made available to it for the purpose of fulfilling the contractual duties specified herein and in accordance with the ODJFS Code of Responsibility. Provider further agrees to maintain the confidentiality of all customers served. No information of customers served will be released for research or other publication without the prior written consent of WIBBCW and in accordance with ODJFS confidentiality policies, with the exception of any information provided under open records law.

17. PAYMENT/REIMBURSEMENT

Provider warrants that claims made to WIBBCW for payment of services provided shall be reasonable, customary, and allowable under WIOA and WIBBCW policies. Provider further warrants that such claims do not duplicate claims made by Provider to other sources of public or private funds for the same service.

WIBBCW agrees to reimburse Provider for the services outlined in Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*), for the services performed by Provider in accordance with the amounts detailed in Exhibit III, Budget.

Provider shall request and receive permission from the WIBBCW Chair or WIBBCW Director prior to attending any WIBBCW meeting that occurs during the course of normal business hours. Provider shall not be reimbursed for attendance at WIBBCW meetings for which prior approval was not granted.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract may include but are not limited to: timesheets in the form of RMS/Shared cost/payroll-voucher records of services, original expense receipts, travel receipts, invoices and all other supporting documentation as requested.

Records of services provided to eligible customers and all expenses incurred in the operation of the contract shall be maintained per Contract Section 16 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit or monitoring processes.

- A. Billing:** Provider's fiscal unit processes expenses weekly utilizing the County Auditor's accounting system. Based on the actual expenditures, Provider shall enter a draw request in the County Financial Information System (CFIS). Provider shall cause preparation of an Area invoice and submit to the Fiscal Agent.

The Fiscal Agent will review and consolidate the draw request and submit to the state fiscal office. The Fiscal Agent reserves the right to perform a detailed review of all invoiced and monitoring of weekly draws. The WIBBCW has the final authority to determine whether an invoice is received timely and accurately.

Invoices shall include Provider's name address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any supportive documentation as requested.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8 - Termination. All invoices and supporting documentation shall be subject to audit and adjustment by WIBBCW, ODJFS, or other monitoring entity after payment is made. Attention is directed to Contract Section 18 - Audit Responsibility.

- B. Reimbursement/Payment:** Upon receipt of draw, Fiscal Agent shall apply payment and then disburse entire draw to OMJ|BCW fiscal lead. Fiscal Agent reserves the right to retain any funds due to unresolved billing issues. Any adjustments by WIBBCW will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, the reimbursement/payment will be delayed until receipt of required information.

Provider shall provide the WIBBCW with copies of reconciled financial reports, monthly and a quarterly aggregate report.

18. AUDIT RESPONSIBILITY

The Provider shall comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor, WIOA. Provider will be required to have an audit completed pursuant to the Single Audit Act, as applicable.

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this contract. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible. Provider shall request WIBBCW directives to be in writing.

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

Provider shall repay WIBBCW the full amount of payment received for duplicate billing, erroneous billings, false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Contract" or WIBBCW shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current.

WIBBCW may, in its sole discretion, allow a change to the terms of the Repayment of Funds Contract. Any change to the Repayment of Funds Contract shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Contract may also be required by WIBBCW if any additional changes or issues develop or need to be addressed as determined by WIBBCW.

19. PROPERTY OF WIBBCW

All items purchased solely with WIOA funds under this contract, including, but not limited to, equipment, documents, data, photographs and negatives, electronic reports / records, or other media are the property of the WIBBCW, which has an unrestricted right to reproduce, distribute, modify, maintain and use for any or all such deliverables. Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this contract.

All purchases of furniture and/or equipment purchased solely with WIOA funds for the performance of this contract shall be transferred to WIBBCW upon completion or termination of this contract or a succeeding contract(s). All items purchased partially with WIOA funds through cost allocation and placed in service at the OMJ Center for the performance of this contract, will be assessed for residual value upon completion or termination of this contract. The WIBBCW will have first priority to purchase the items at the cost of their appraised value less the amount previously paid by WIOA funds. If Provider wishes to retain furniture and/or equipment purchased partially or solely with WIOA funds, and placed in service at the OMJ Center for the performance of this contract, the appropriate residual value will be determined through appraisal, and funds may be withheld from Provider's final payment as allowable by law and/or regulation.

20. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified to perform the required services at a generally acceptable competence level. Provider will complete background checks and testing on personnel, such as criminal background checks, drug testing, and Bureau of Motor vehicle checks, as required by Provider policy, WIOA law, and ODJFS requirements.

21. COMPLIANCE

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

22. GOVERNING LAW

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

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

23. CONFLICT OF INTEREST

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

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

Provider further agrees that there is no financial interest involved on the part of any WIBBCW officers, Board of County Commissioners or employees of Warren County (Fiscal Agent) involved in the development of the specifications or the negotiation or actual performance of this contract. Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this contract has a financial or other interest in the contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this contract.

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

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this contract, Provider certifies that it is and shall remain in compliance with these provisions.

24. FAITH BASED ORGANIZATIONS

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

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

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

25. FORCE MAJEURE

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

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

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

26. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

WIBBCW reserves the right to announce the following types of information to the general public and media, including, but not limited to: award of the contract, contract terms and conditions, scope of work under the contract, deliverables and results obtained under the contract, impact of contract activities, and assessment of Provider's performance under the contract.

Provider agrees to not represent the WIBBCW's position on any matters regarding the Provider's services or WIBBCW activities. Provider may provide information to the media regarding the scope of services delivered by OMJ BCW including, but not limited to, announcements of job fairs and other OMJ Center activities. Provider will make reasonable efforts to give the WIBBCW advance notice of any media coverage of the OMJ BCW Center activities. All outreach materials intended for internal or external use shall mention that referrals and funding are provided by the WIBBCW.

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

27. CHILD SUPPORT ENFORCEMENT

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

28. CLEAN AIR ACT

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

29. COORDINATION

Provider shall advise WIBBCW, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider for supplementary operating or capital funds so that WIBBCW will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of WIBBCW and other agencies within the community.

30. DEBARMENT AND SUSPENSION

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

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

31. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this contract, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify WIBBCW within one (1) business day if a finding for recovery is issued against Provider during the contract term.

32. DISCLOSURE

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this contract have with a county employee, county employee's business, or any

business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

33. DRUG-FREE WORKPLACE

Provider shall ensure its Drug-Free Workplace policies comply with all applicable local, state, and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

34. LOBBYING

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

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

35. NON-COLLUSION CERTIFICATION

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

36. NON-DISCRIMINATION

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

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

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

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

37. CAMPAIGN CONTRIBUTION DECLARATION

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

38. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to WIOA clients.

39. CONTRACT DISPUTE RESOLUTION

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Concerns regarding the Operation of OMJ Centers should be addressed to the Executive Director of Butler County Job and Family Services who will communicate with the appropriate staff to create resolution. The Executive Director will address concerns promptly, utilizing existing personnel systems. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

40. CONTRACT CLOSEOUT

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

41. AUTHORITY TO BIND PRINCIPAL

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

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Page 1 of 2 Signatory Pages

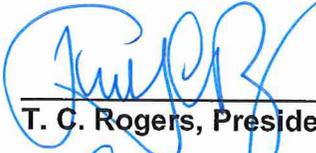
In witness whereof, the parties acknowledged below have executed this Contract as of the day and year October 16, 2017.

**BUTLER COUNTY JOB AND FAMILY SERVICES
315 HIGH ST, 9TH FLOOR
HAMILTON, OH 45011**



William Morrison, Executive Director

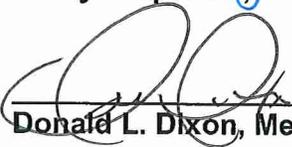
BUTLER COUNTY BOARD OF COMMISSIONERS:



T. C. Rogers, President

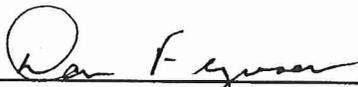


Cindy Carpenter, Vice President



Donald L. Dixon, Member

Approved As To Form Only:



Assistant Prosecuting Attorney
Butler County

10/5/17
(Date)

Page 2 of 2 Signatory Pages

Mardia Shands, Chair (or designee)
Workforce Investment Board
Butler-Clermont-Warren (WIBBCW)

Date

WARREN COUNTY BOARD OF COMMISSIONERS:

President

Vice President

Commissioner

Approved As To Form Only:

Assistant Prosecuting Attorney
Warren County

(Date)