

**NOTICE: Additional Subgrant Agreement clauses may be included after award during the negotiona process. Department may also change clauses, add additional clauses, or remove clauses during the negotiation process. Additionally, clauses may be added dependent upon the funding stream and contract/subgrant agreement type (i.e. Construction), and also dependent on legal requirements.**

CONTRACT

RECITALS;

The Board of County Commissioners of Clark County (“Board”) located at 50 East Columbia Street, PO Box 2639, Springfield OH 45501, has statutory authority to enter into contracts on behalf of the County;

It is the purpose of The Clark County Department of Job & Family Services (“Department”) located at 1345 Lagonda Avenue, PO Box 967A, Springfield OH 45501, to promote safety, strengthen families, and empower people through the provision of direct services and through collaboration with and purchase of services from other community agencies;

The powers and duties of Department are, and shall be exercised and performed, under the control and direction of Board;

(“Contractor”) located at \_\_\_\_\_, provides \_\_\_\_\_;

Contractor’s proposal submitted on \_\_\_\_\_ was selected pursuant to a Request for Proposals on \_\_\_\_\_;

Board, Department, and Contractor will occasionally be referred to as “Parties” for the purposes of this contract and proceeding documents.

Parties therefore, in consideration of the mutual covenants contained in this contract, hereby agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the Governor of the State of Ohio, or any agency, department, person, or persons authorized in his behalf.

B. Purpose of Contract

The purpose of Contract is to state the covenants and conditions under which Contractor will provide \_\_\_\_\_.

C. Value and Terms of Contract

Contract Value: \_\_\_\_\_ Expected budget is an amount not to exceed \$ \_\_\_\_\_ provided Department receives sufficient allocations from the State.

Contract Term: \_\_\_\_\_ through \_\_\_\_\_

D. Award Information

CFDA Title and Number: \_\_\_\_\_ (*insert CFDA Title and Number*)  
Award Name: \_\_\_\_\_ (*insert*) Temporary Assistance for Needy Families

TANF Purpose: *(if TANF contract—add the purpose of TANF that Contract will satisfy)*  
Name of Federal Agency: *(insert)*  
Program Authorizing Legislation: *(insert)*

*When necessary and appropriate the Children’s Services Levy will be used to fund Contract.*

E. Obligations of Contractor

Contractor agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions, or amendments thereto.

Contractor shall not perform in any way inconsistent with the terms of Contract except as approved, in writing, by Board. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of Board.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED

Appears in Appendix I.

*(If appropriate, make a statement here incorporating by reference all portions of the RFP, including relevant Q&A documents, amendments, etc., as well as all portions of Contractor’s quote. This Contract shall supersede in any conflict.)*

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

Parties agree that reimbursement of all costs will be dependent upon Contractor performance in the delivery of services specified in the approved budget appearing as Submittal A attached. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by Board, Department, and Contractor. *(If direct cost):* Payment shall be made on a direct cost reimbursement basis. Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures. *(If unit cost):* Payment shall be made on a unit cost, fee for service, reimbursement basis. *The unit cost represents a true measure of the actual cost of providing the contracted number of units of service. Unit cost contractors may be asked to reconcile revenue against the total actual expenditures and reimburse Department for over-budgeted expenses on a yearly basis.*

All requests for reimbursement must be itemized according to the budget line items specified in Submittal A of Contract. Contractor shall act in good faith and make reasonable efforts to maintain documentation supporting all contract expenses and to avoid exceeding the amounts listed in the budget line items. If necessary to accomplish the purpose of Contract, one or more of Contractor’s expenses may exceed the amounts listed in the budget line items, provided that Contractor shall not exceed any line item by more than 10%. If Contractor determines that any such expense might exceed the budget line item by more than 10%, Contractor must obtain written approval from Department prior to incurring the expense. **In no event shall the full contract value be exceeded unless authorized by an amendment to Contract.** Payment for any expense submitted in violation of any of Contractor’s obligations under this paragraph shall not be deemed a waiver of such obligations by Department or Board. Contractor’s failure to comply with any such obligation may result in the denial of the reimbursement request or recovery of the funds by Department, Board, State, and/or federal government.

Contractor shall provide a \_\_\_\_\_ invoice to Department, no later than 30 days past the service \_\_\_\_\_. This invoice shall adhere to the guidelines communicated by Department and shall include \_\_\_\_\_. Contractor shall follow the Sample Invoice, included in Contract as Appendix \_\_\_\_\_. Failure to submit an invoice within this time frame may result in payment delay or non-payment of an invoice due to restrictions on available funds.

B. Maximum Compensation

Contractor agrees to accept as full payment for services rendered in a manner satisfactory to Department, the less of the following: (1) The maximum amount of \_\_\_\_\_ or (2) the amount of cash expenditures made by Contractor for purposes of carrying out the services stated herein. *(Or, (2) the amount equal to the total number of units of service at \$ \_\_\_\_\_ per unit.)* It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \_\_\_\_\_.

ARTICLE IV ACCESS TO RECORDS

In accordance with Ohio Administrative Code Rule 5101:9-9-21, at any time, during regular business hours, with reasonable notice and as often as Board, Department, the Comptroller General of the United States, the State, or other agency or individual authorized by Board or Department may deem necessary, Contractor shall make available to any or all of the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by Contract. Board, Department, and the above named parties shall be permitted by Contractor to inspect, audit, make excerpts, photo static copies or electronic means of duplication and/or transcripts of any and all documents relating to all matters covered by Contract. Board and Department also reserve the right to inspect any and all documents relating to all matters covered by Contract either on Contractor's premises, or if necessary on the premises of Board or Department. Contractor must maintain all required records applicable to Contract for a minimum of three years after an audit is conducted and all pending matters are closed. In addition, this requirement shall apply to all subcontracts relating to Contract. Contractor is required to maintain ALL records. Contractor shall not destroy any records whatsoever. Following Contract period, Contractor shall promptly return all records to Department.

ARTICLE V TIME OF PERFORMANCE

Contract shall become effective upon execution by Board and Department as of \_\_\_\_\_. The services of Contractor are to commence immediately and all costs allowable under Contract shall be incurred no later than \_\_\_\_\_. Board may, at its discretion, extend Contract for one additional year effective \_\_\_\_\_ concluding no later than \_\_\_\_\_ (optional: "in the amount of" or "in an amount not to exceed").

ARTICLE VI BONDING AND INSURANCE

Contractor shall present current certificates prior to commencement of Contract, and shall maintain during the term of Contract, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption. ***(Certificate not required if it's a government agency.)***
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. "The Board of Clark County Commissioners" must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. **To be added if professional liability or error and omissions insurance is applicable to Contract:** Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.
- g. **To be added if contract deals with children:** Liability coverage for abuse and molestation in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- 1. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- 2. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Contractor's failure to maintain current insurance certificates at any time during the duration of Contract shall be deemed a breach of Contract. In the event of such breach, Board shall have the right to withhold any further payment(s) due to Contractor and to terminate Contract immediately without liability for any such payment(s).

In lieu of termination, Board may, at its option, choose to withhold any further payment(s) due to Contractor until Contractor presents current certificates. In the event that Contractor fails to present current certificates to Board's satisfaction, Board may exercise its right to terminate Contract in accordance with the above paragraph.

#### ARTICLE VII INDEMNIFICATION

- A. Contractor understands and agrees that it is an independent contractor and agrees to indemnify and hold Board, Department, and State harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of Contractor.
- B. Contractor shall indemnify and hold Board, Department, and State harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at Contractor's premises or while child(ren) are in the care and control of Contractor, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.
- C. Contractor shall assume full responsibility for and shall indemnify Board, Department, and State for any damage to or loss of any Board, Department, or State property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of Contractor or any employee, agent or representative of Contractor.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by Contractor, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of Contract except for reduction unrelated to the provisions or purposes herein stated. Contractor shall certify that any costs incurred pursuant to Contract will not be included as a cost of any other federally financed program in either the current or a prior period. The federal funds disbursed as a result of Contract shall not be used as match to any other federal funding stream unless prior written approval is obtained by Contractor from Department.

ARTICLE IX CONFLICT OF INTEREST

Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in Contract. Contractor further covenants that in the performance of Contract, no person having such conflicting interest shall knowingly be employed by Contractor. Any such interest, on the part of Contractor or its employees, when known, must be disclosed in writing to Department.

ARTICLE X MODIFICATIONS

Modifications of Contract may be made by the written mutual consent of the parties hereto.

ARTICLE XI TERMINATIONS

A. Termination for the Convenience of Board

Board may terminate Contract when it is determined by Board to be in its best interest to do so, by giving at least thirty (30) days advance notice, in writing, to Contractor. Board may, at its discretion, immediately terminate Contract if it determines, in good faith, that the purpose or performance of Contract would result in a violation of the Ohio Ethics Law and related statutes. Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination, except to the extent that such compensation would be prohibited by law, including, but not limited to Ohio Revised Code Section 2921.42(H).

B. Termination by Contractor

Contractor may terminate Contract at any time by giving at least thirty (30) days advance notice, in writing, to Board and Department. Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

ARTICLE XII WAIVERS

Department's or Board's failure to seek compensation or any other remedy for breach, or to insist upon strict performance of any covenant or condition of Contract shall not prevent Department or Board from seeking compensation or insisting upon strict performance for a future breach of the same or another provision.

ARTICLE XIII SEVERABILITY

If any clause of Contract shall be held by any Court of competent jurisdiction to be illegal, void, or unenforceable, such clause shall be of no force and effect, but the enforceability of all other provisions of Contract shall be unimpaired.

#### ARTICLE XIV SUBCONTRACTOR APPROVAL

Prior to the commencement of Contract, Contractor shall submit a written request to Department for approval of the use of any subcontractor who will perform work under Contract. The request must include the subcontractor's name, address, and phone number, and a statement of the work to be performed by that subcontractor. Contractor agrees not to permit any subcontractor to begin work under Contract, and that no substitutions will be made, without prior written approval. Contractor further agrees not to grant any unapproved subcontractor access to any Department or Clark County facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity Contractor will use to do work under Contract, Contractor shall have an ongoing duty to notify Department of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. Contractor shall use good faith, reasonable efforts to resolve any such issues to Department satisfaction. Department, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for Board, including, but not limited to, liability under state or federal law.

Contractor's failure to comply with any of the obligations of this section shall be deemed a material breach of contract. In the event of such breach, Department shall provide notice of the breach and may immediately withhold any further payments due and terminate Contract without liability for any such payments. In lieu of termination, Department may, at its option, choose to withhold any further payments due until Contractor complies with the obligations of this section. Nothing in Contract shall be construed as giving Department the right to direct or control the work of Contractor or its employees, agents, or subcontractors. Contractor agrees to indemnify and hold Board and Department harmless from liability for any costs or expenses arising out of Contractor's breach of contract or a subcontract, or the acts or omissions of Contractor, its employees, agents, and subcontractors, including, but not limited to, any payments or damages resulting from any claim, demand, or suit against Board, whether actual or threatened.

Subcontracting is not permitted under Contract. *(If not applicable.)*

#### ARTICLE XV PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by OAC 5101:9-4-07. Such monitoring will take place up to four times per year utilizing a monitoring format and checklist developed by Department. Department will issue a written report within 30 days of the monitoring visit indicating findings that must be corrected. Contractor will be required to develop a plan, approved by Department, to correct noncompliance issues within a term defined by Department.

#### ARTICLE XVI ASSURANCES AND CERTIFICATIONS

Contractor assures and certifies that:

1. It possesses legal authority to enter into Contract: a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the negotiation and execution of Contract, including all covenants, understandings and assurances herein contained and

directing and authorizing the person identified as the official representative of Contractor to act in connection with Contract and to provide such additional information as may be required by Board or Department.

2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of Department.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Clark County Concealed Carry Policy.
6. It is understood by Contractor that availability of funds is contingent on appropriations made by Board, State and Federal government.
7. All reports, brochures, literature and pamphlets developed through Contract will acknowledge Department and its role as the funding source for activities and programs of Contractor.
8. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Contractor.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. It will submit to Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
11. It will submit monthly Soft Services reports, found as Appendix \_\_\_\_\_ due within 30 days of the end of each month, categorizing expenditures by type and numbers served. It will also submit on a timely basis any other reports required by Board or the State.
12. It will submit quarterly reports, found as Appendix \_\_\_\_\_ due within 30 days of the end of each quarter, showing progress towards achieving the outcomes which are specified in Appendix I, attached. The due dates are \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_ ; and \_\_\_\_\_. It will also submit on a timely basis any other reports required by the State.
13. No staff or volunteer shall be permitted to provide direct services under Contract without passing a FBI and BCI background check, at Contractor's expense.
14. All services delivered under Contract will be provided in accordance with Department Prevention and Retention and Contingency (PRC) Policy. If similar direct services to participants are provided from other resources, only those costs resulting from PRC-eligible participation will be reimbursed through Contract.

15. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin, according to federal law.
16. It will comply with the Davis-Bacon Act, and the Copeland Anti-Kickback Act. *(Required for construction contracts over \$2,000)*
17. It will, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin, according to federal law.
18. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (4 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
19. Will comply with the posting of the December 2015 version of the AD-475B "And Justice for All" poster.
20. In the hiring of employees for the performance of work under Contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, sexual orientation, age, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which Contract relates.
21. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under Contract on account of race, color, religion, sex, sexual orientation, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
22. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
23. No employee designated in a quote or proposal as "key personnel" or any employee identified as critical to the success of the project can be removed without reasonable notice to Department, and replacements will not be made without Department approval.
24. It agrees that it will perform the duties under Contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under Contract will be expended for sectarian worship, instruction, or proselytization. Any such



activities conducted by the organization must be provided separately, in time and location, from the programs and services for which it receives federal TANF, state maintenance-of-effort, or local funds. Contractor further agrees to provide participants with written notice of the right to alternative services. The notice is included in Contract as Appendix \_\_\_\_\_ and must be signed by the participant or a parent/guardian if the participant is under the age of 18. Contractor shall maintain such notice in each participant's file in accordance with Article III of Contract. If any participant objects to the religious character of the organization, Contractor will immediately refer the individual to Department for an alternative provider.

25. The Salvation Army understands that nothing contained in this section shall be construed to bar a religious corporation or society from limiting employment or giving preference to persons of the same religion or society, or from limiting employment for such positions as may relate to the promotion of the religious principles for which the religious corporation or society was established consistent with the Bona Fide Occupational Qualification exception recognized by law for religious corporations or societies.
26. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
27. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
28. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
29. Claims made to Department for payment for services to eligible individuals do not duplicate claims made by Contractor to other sources of public funds for the same service. The services being contracted for are not available on a non-reimbursable basis.
30. Nothing in Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of contract, permitting Board to terminate Contract.
31. All fixed assets purchased with funds provided through Contract remain the property of Board. Upon termination of Contract, Contractor may be asked to return equipment and other fixed assets to Board or Department.
32. It shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Contractor further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
33. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Contractor further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

34. It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.
35. Services will not be provided through Contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
36. By signing Contract, Contractor certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.
37. Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment ( 31 U.S.C. 1352 ).
38. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
39. Contractor will provide a statement that they will adhere to and remain in compliance with the applicable provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c) and 28 C.F.R. §42.201 et seq.; Victims of Crime Act (VOCA) of 1984, 42 U.S.C. 10604; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and 28 C.F.R. § 42.501 et seq.; Title II of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101 et seq. and 28 C.F.R. Part 35; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 and 28 C.F.R. pt. 54; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 and 28 C.F.R. § 42.700 et seq.; U.S. Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42; Department of Justice regulations against disability discrimination, 28 C.F.R. Part 35; the Equal Treatment for Faith-Based Organizations regulations (Equal Treatment Regulation), 28 C.F.R Part 38; and U.S. Department of Justice regulations regarding handicap discrimination, 28 C.F.R. Part 39.
40. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of Contract certifies its exclusion status and that of its principals. Contractor shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under Contract. In the event that Contractor is placed on the excluded party list at any time, Board shall have the right to terminate Contract immediately without additional payment for any services rendered. Contractor shall reimburse Board for any loss, costs, or expenses resulting from Contractor's inclusion on the excluded parties list or Contractor's delinquent federal debt.

41. For purposes of chapter 145 of the Ohio Revised Code, if Contractor is an entity engaged in business and Contractor has five or more employees, any individual employed by Contractor who provides personal services to Board or Department is not a public employee for the purposes of OPERS.
42. It shall keep records that are sufficient to permit the preparation of reports required by the Workforce Innovation and Opportunity Act and shall maintain such records, including standardized records for all individual participants, and submit such reports as the State may require.
43. It will spend funds in accordance with the Workforce Innovation and Opportunity Act regulations, written Department of Labor Guidance, written Ohio Department of Job and Family Services Guidance, and all other applicable Federal and State laws.
44. Veterans will be afforded employment and training activities authorized in the Workforce Innovation and Opportunity Act, to the extent practicable.
45. It shall report any suspected child abuse to Family & Children Services.
46. It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit.
47. Headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Contract includes the following appendices:

- |              |   |
|--------------|---|
| Appendix I   | Statement of Work to be Performed                                   |
| Appendix II  | Sample Invoice  |
| Appendix III | Soft Services Report  |
| Appendix IV  | Quarterly Report  |
| Appendix V   | Notice of Right to Request Another Worksite or Provider of Services |
| Appendix VI  | Affidavit in Compliance with ORC Section 3517.13                    |
| Appendix VII | Submittals A1-A3  |

The abovementioned appendices and Contract instrument shall be considered as the binding document between Board, Department, and Contractor.

Contract shall be effective as of \_\_\_\_\_, 2017. However, no invoices will be paid until Contract is fully executed by Board, Department, and Contractor, and the required funds have been reserved for payment of such invoices.

CLARK COUNTY DEPARTMENT OF  
JOB & FAMILY SERVICES

\_\_\_\_\_  
Virginia K. Martycz, Ph.D., Director

\_\_\_\_\_  
Date

CLARK COUNTY PROSECUTOR  
Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
For D. Andrew Wilson

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

BOARD OF CLARK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jennifer M. Hutchinson, County Administrator

\_\_\_\_\_  
Date

Resolution No. \_\_\_\_\_