

LAKE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES SERVICE CONTRACT

This Contract made and entered into on the first day of July, 2022, by and between the Lake County Department of Job and Family Services (hereinafter referred to as LCDJFS and or the Lead Agency) and Catholic Charities Corporation, a Contractor of service (hereinafter referred to as "Contractor"). Pursuant to the Workforce Innovation and Opportunity Act (WIOA), the rules for Temporary Assistance for Needy Families (TANF), terms and conditions of the Comprehensive Case Management and Employment Program (CCMEP), Ohio Administrative Code (OAC) and the rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the LCDJFS is authorized to contract with public or private agencies for the purchase of services. The LCDJFS and the Contractor further agree that the LCDJFS and the Contractor shall fully comply with all applicable federal, state, and local statutes, regulations, ordinances, and rules awarding and performing the terms and conditions of this contract. The following are the terms and conditions of the Contract.

1. **Purchase of Services:** Subject to terms and conditions set forth in this Contract and the attached Appendices 1 through 4 inclusive, copies of which are attached to this Contract and incorporated by reference, the LCDJFS agrees to purchase for, and Contractor agrees to furnish to, eligible individuals those specific services stated in Appendix 1.
2. **Purpose:** The LCDJFS and Contractor agree to coordinate services detailed in Appendix 1, and to make all reasonable efforts to coordinate with other contractors to establish a cooperative, comprehensive county plan for effective provision of employment and training services.
3. **Contract Period:** The Contract will be effective from July 1, 2022, through June 30, 2023, inclusive, unless otherwise terminated.
4. **Availability of Funds:** The LCDJFS states that it has adequate funds to meet its obligations under this Contract; that it intends to maintain this Contract for the full period set forth therein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. However, payment for all services provided in accordance with the provisions of this Contract is contingent upon availability of non-federal and federal matching funds as follows:
 - (A) Contractor states that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally financed program.
 - (B) The LCDJFS states that the non-federal share is not provided from any source which is prohibited by state or federal law.
5. **Cost and Delivery of Purchased Services:** The Total Program Cost is the entire amount to be paid for purchased services, and the Unit Rate for such purchased services is stated in Appendix 1. The Total Program Cost stated in Appendix 1 is the entire amount the LCDJFS may be required to pay under this Contract without regard to the number of units of service or to the number of operating units which the Contractor provides or delivers of the purchased services.
6. **Eligibility for Services:** The Contractor shall deliver services to all those deemed eligible by the LCDJFS.
7. **Payment for Purchased Services:** The Contractor shall submit an invoice and cost statement to the LCDJFS on a **monthly** basis. Format of the cost statement is attached as Appendices 2 and 3.

8. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in this Contract, the Contractor may not subcontract unless receiving prior approval from LCDJFS. If approved, all such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Contractor of its liability under this Contract. The Contractor will be responsible for making direct payment for such services to the subcontractor.

9. **Termination:**

(A) In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this Contract, the LCDJFS or the Contractor may terminate the Contract immediately. Such termination is not subject to advance written notice but will be effective on the date the Contractor does not faithfully and promptly perform its responsibilities and obligations under this Contract, or later as stipulated by the LCDJFS, and all reimbursement to the Contractor will cease as of that date.

(B) Either the LCDJFS or the Contractor may terminate the Contract by providing the other party with written notice thirty days in advance of the termination date.

(C) Notwithstanding Sections (A) and (B) of this Section, this Contract may be terminated by mutual agreement on a date to which the LCDJFS and the Contractor agree.

(D) Notwithstanding Sections (A) and (B) of this Section, if the federal and/or non-federal funds designated for the programs are not available to the LCDJFS in an amount adequate to support the activities under this Contract as determined by the LCDJFS, the LCDJFS may terminate this Contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available, or later as stipulated by the LCDJFS, and all reimbursement to the Contractor will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Section, the LCDJFS may terminate this Contract immediately upon delivery of written notice to the Contractor if the LCDJFS has discovered any illegal conduct on the part of the Contractor.

(F) In the event of termination under this Section, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the date referred to in Subsections (A), (C), and (E) of this Section, or the date of receipt of notice to termination, whichever occurs first, which shall be calculated by the LCDJFS based on the rate set forth in Section 5, less any funds previously paid by or on behalf of the LCDJFS. The LCDJFS shall not be liable for any further claims, and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this Contract.

10. **Independent Contractors:** Contractors' agents and employees of the Contractor, including subcontractors, will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or the LCDJFS.

11. **Duplicate Billing:** Contractor warrants that claims made to the LCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Contractor to other sources of federal funds for the same services.

12. **Financial Records:** The Contractor shall maintain independent books, records, payroll, documents, accounting procedures, and practices which sufficiently reflect all costs related to the delivery of services under this Contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and LCDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under this Contract.

13. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the LCDJFS when the equipment is no longer needed to carry out the work under this or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the LCDJFS.

14. **Availability and Retention of Records:** Contractor shall maintain and preserve all records related to this Contract, in its possession, until a date not earlier than September 30, 2027, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this Contract, unless otherwise directed by the LCDJFS. If an audit, litigation, or other action involving the records is started before September 30, 2027, the records must be retained until all issues arising out of the action are resolved or September 30, 2027, whichever is later.

15. **Responsibility for Audit Exceptions:** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this Contract.

16. **Confidentiality:** Contractor agrees that information concerning eligible individuals shall only be used for the purpose of carrying out this Contract. Except as provided in ORC 149.43, disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual.

17. **Equal Employment Opportunity:** In carrying out this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veterans with protected status. The Contractor shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veterans with protected status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. **Civil Rights** – Contractor hereby agrees that it will 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.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under program or activity for which Lake County Department of Job and Family Services receives Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

19. **Indemnity and Insurance:**

(A) **Indemnity:** Contractor agrees that it will at all times during the existence of this Contract indemnify and save harmless the LCDJFS, the Ohio Department of Job and Family Services, and the Lake County Board of County Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.

(B) **Insurance:** Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonably foreseeable torts which could cause injury or death.

20. **Monitoring and Evaluation:** At a minimum, LCDJFS will conduct program monitoring at least once during the program year. Youth contracts which have a summer work experience component will typically receive program monitoring at least once during the summer. On-site visits to Training Programs may also be made in response to a specific concern. Training Programs without participant enrollments during the current program year will not be monitored. Actual dates of program monitoring will be scheduled at the discretion of LCDJFS.
21. **Accessibility of Program to the Public:** The LCDJFS and Contractor agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
22. **Out-of-County and Out-of-State Cooperation:** The LCDJFS and Contractor agree to use all available resources in cooperation with other counties.
23. **Amendment of Contract:** This Contract is the entire Contract between the parties and may not be amended at any time except by a written contract signed by all parties. Any amendments proposed by the Contractor shall be submitted to the LCDJFS for consideration in the form that appears in Appendix 4.
24. **Governing Law and Period of Limitations:** Ohio law shall govern the terms and conditions of this Contract and any civil claims the LCDJFS or the Contractor may have that arise out of the award or performance of this Contract shall be filed, if at all, within one year after the accrual of the claim or the applicable statutory period of limitations, whichever is less.
25. **Incorporation of Appendices and Certificate:** The LCDJFS and the Contractor refer to Appendices 1 through 4, inclusive and the Certificate, copies of which are attached to this Contract and are incorporated by reference.
26. **Affidavit of Compliance with RC 3517.13:** Attached (Attachment I) to this Contract and incorporated and included into the terms of this Contract is the affidavit certifying compliance with RC 3517.13.

Authorized LCDJFS Representative's Signature: 	Date: 
Suzanne Casar, Director	
Authorized Contractor Representative's Signature: 	Date: 
Patrick Gareau, Executive Director	
Authorized Contractor Representative's Title:	
Catholic Charities Corporation	
Contractor's Street Address:	
8 North State Street, Suite 455	
Contractor's City, State, ZIP Code:	
Painesville, Ohio 44077	

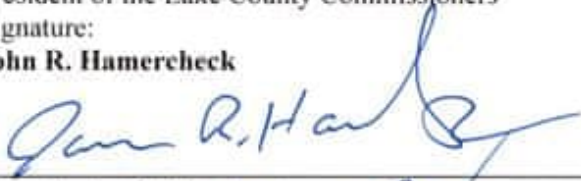
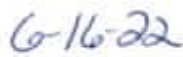

President of the Lake County Commissioners Signature: John R. Hamercheck 	Date: 
Commissioner's Signature: John Plecnik 	Date: 
Commissioner's Signature:	Date:

TABLE OF CONTENTS

<u>Item</u>	<u>Page Number</u>
APPENDIX 1 - Description of Services and Administration	7
ATTACHMENTS	
A. Contact Information	8
B. Debarment and Suspension Certification	9
C. Lobbying Certification	11
D. WIOA/TANF/CCMEP Administrative Standards	12
E. Disputes and Remedies	16
F. Performance Standards	18
G. Statement of Work	19
H. Budget	24
I. Affidavit of Compliance w/ RC 3517.13	30
APPENDIX 2 - Instructions for Completing the LCDJFS Contractor Expense Report	31
APPENDIX 3 - Instructions for Completing the LCDJFS Contractor Invoice	35
APPENDIX 4 - Amendment to LCDJFS Contract	37
Certification of Compliance with LCDJFS Competitive Procurement Requirements	39

APPENDIX 1

DESCRIPTION OF SERVICES AND ADMINISTRATION

Attachment A
Contact Information

Contractor Name	Catholic Charities Corporation
Street Address	8 North State Street, Suite 455
City, State, ZIP	Painesville Ohio 44077
Telephone Number	440-352-6191 ext.15
Fax Number	440-953-1608
Chief Executive Officer	Patrick Gareau
Contact Person	Emily Currie Manning, LISW-s
Federal Identification Number	34-1318541

Attachment B
Debarment and Suspension Certificate

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register, pages 19160 B 19211.

Before completing certification, read attached instructions which are an integral part of the certification.

1. The prospective recipient of federal assistance funds certifies, by its submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective recipient of federal assistance is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Organization: Catholic Charities Corporation

Signature

Patrick Gareau

Name of signing party: Patrick Gareau

Title: Executive Director

Date

5/17/22

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of act upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to which this proposal is submitted it any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "participant," "person," "primary covered transaction," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment C
Lobbying Certification

**CERTIFICATION REGARDING LOBBYING FOR GRANTS AND COOPERATIVE
CONTRACTS**


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative contracts) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Name of Organization: **Catholic Charities Corporation**

Signature



Name of Certifying Individual: **Patrick Gareau**

Title: **Executive Director**

Date

5/17/22

Attachment D

WIOA/TANF/CCMEP Administrative Standards

1. General Requirements

(A) The program operated pursuant to this Contract by the Contractor, including programs operated by entities under contract to the Contractor, shall be consistent with the program design, mandated performance standards, level of service and budgetary information as outlined in this Contract, applicable laws, rules, regulations, and the Ohio Department of Job and Family Services Administrative Procedure Manual; and the local WIOA, TANF and/or CCMEP plans.

(B) For contracts involving construction and repairs or the employment of mechanics or laborers, the Contractor and any of the Contractor's approved sub-contractors must maintain full compliance with the Copeland "Anti-Kickback" Act, the Davis Bacon Act and the Contract Hours and Safety Standards Act. .

(C) Contractor may only expend WIOA, TANF and/or CCMEP funds on activities and in a manner consistent with this Contract.

(D) Contractor shall comply with the administrative requirements and procedures applicable to this Contract as they relate to the application, acceptance, audit, and use of federal funds, except where such administrative requirements and procedures have been superseded or augmented by WIOA, TANF and/or CCMEP, state law or other federal law.

(E) Contractor must assure a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body directing and authorizing the person identified as the official representative of the Contractor to act in compliance with this Contract and to provide such additional information as may be required to bind the Contractor to future contracts, provisions and/or conditions relating to the use of WIOA, TANF and/or CCMEP funds during the course of a program year.

2. Oversight of Funds

(A) Contractor shall be responsible for all WIOA, TANF and/or CCMEP funds received and shall be responsible for the actions of its subcontractors. Contractor shall establish such management and fiscal controls and reports as are necessary to maintain effective controls and safeguards to eliminate abuses in the program and prevent any misuse of funds. All contractor subcontracts entered into by the Contractor are subject to review and shall be made available upon request by the LCDJFS.

(B) Contractor shall ensure that every officer, director, or agent or employee authorized to act on behalf of the Contractor in receiving or depositing funds into program accounts, or in issuing financial documents, checks or other instruments of payment for payment for program costs, shall be bonded to provide adequate protection against loss.

(C) Contractor shall establish and maintain separate accounting records for the management of the WIOA, TANF and/or CCMEP funds.

3. Procurement Regulations

Contractor shall administer procurement systems for all goods, services and contracts that reflect applicable state, federal, and local law, rules, and regulations. Contractor shall not purchase non-expendable personal property or equipment for administrative and/or programmatic purposes with federal funds without written approval from the LCDJFS if the purchase exceeds \$5,000. Purchase

of real property or new construction is prohibited. Contractor shall not loan any WIOA, TANF and/or CCMEP funds.

4. Responsibility for Prompt Payment

Contractor shall make prompt payment of all applicable payments relating to employment including, but not limited to, unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, public employment retirement system contributions, and any and all other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone receiving monetary benefits as a result of participation in workforce programs.

5. Audits, Review, and Maintenance of Records

See Sections 12 and 14 (pages 2 and 3) of this Contract. Contractor shall make available for examination all of its records with respect to all matters covered by this Contract at any time during normal business hours and as often as the LCDJFS, the U.S. Comptroller General, Office of the Chief Inspector, and the Auditor of the State of Ohio may deem necessary. LCDJFS, the U.S. Comptroller General, the Office of the Chief Inspector, and the Auditor of the State of Ohio, or any of their assignees, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matter covered by this Contract. In addition, the following conditions shall apply:

(A) LCDJFS shall have the authority to examine the accounting books and records used by the Contractor to record expenses, disbursements, and funds received relating to the operation of the program authorized by this Contract. Should these books and records not meet the standards established by the general accepted accounting practices, the LCDJFS may withhold any or all of its funding to the Contractor until such time as they do meet these standards.

(B) LCDJFS shall have the authority to examine all forms and documents used, including, but not limited to, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor.

(C) LCDJFS may require the Contractor to use any or all of the LCDJFS's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters.

(D) LCDJFS reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the workforce investment program.

(E) LCDJFS shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, etc., to safeguard property and/or equipment.

6. Standards of Conduct

The Contractor has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when a Lake County employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. The Contractor will report the discovery of any potential conflict of interest to LCDJFS. Should a conflict of interest be discovered during the term of this Contract, LCDJFS may exercise any right under the Contract including termination of the contract.

7. Lobbying

Members of the Contractor who are an executive agency lobbyist or employ one must be registered and otherwise compliant with ORC 121.60 to 121.69. For contract awards in excess of \$100,000, the Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, 29 CFR Part 93).

8. Equal Employment Opportunity

See Section 17, page 3, of this Contract. Contractor shall comply with 29 CFR part 37 B Nondiscrimination and Equal Opportunity Assurance (and Regulation). Contractor shall comply with the nondiscrimination and equal opportunity laws, incorporated by reference in the operation of its federally funded/assisted programs/activities, specifically: the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); and, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.). Programs and activities funded or otherwise financially assisted in whole or in part under WIOA, TANF, and/or CCMEP are considered to be programs and activities receiving federal financial assistance.

9. Debarment and Suspension; Drug-Free Workplace

Contractor shall comply with the applicable provisions of Executive Orders 12549 and 12689, and 29 CFR part 98, - Debarment and Suspension (Non-procurement) and Requirements for Drug-Free Workplace (Grants).

10. Termination

See Section 9 of this Contract (page 2). LCDJFS has the right to terminate this Contract if the Contractor has failed to fulfill in a timely manner its obligations required under this Contract; has violated federal, state or local laws, Ohio Administrative Code, regulations or policies; or has failed to make satisfactory progress so effective performance of the obligations assumed by the Contractor is substantially endangered. Contractor, upon receipt of notice to suspend or terminate operations, shall cease work on the suspended activities relating to this Contract. This includes suspension or termination of all Contractor's subcontracts relating to such suspended or terminated activities, and taking all necessary or appropriate steps to cease disbursements and to minimize costs and furnish a report, as of the effective date of termination, or date of receipt of notice of termination, whichever occurs first. This will include the work, results accomplished, conclusions resulting therefrom and such other matters as LCDJFS may require. Any payments made prior to notice of suspension or termination for services not rendered shall be returned immediately to LCDJFS. All finished or unfinished documents, data, and reports prepared by the Contractor under this Contract shall, at the option of LCDJFS, become its property.

11. Appeals, Disputes, and Remedies

Contractor may appeal a termination decision through the process set forth in Attachment E of Appendix 1 of this Contract. Appeal of a suspension or termination decision does not stay the suspension or termination.

All informal means of dispute resolution shall be utilized before a formal complaint is filed. If informal means of dispute resolution fail to satisfy the Contractor, a dispute between the LCDJFS and the Contractor will be resolved, and remedies determined, through the process set forth in Attachment E of Appendix 1.

12. Buy American Requirements

Contractor shall comply with Buy American Requirements (29 U.S.C. 9275).

13. Patent and Data Rights

Any item produced under this Contract, or with funds provided under this Contract, including any documents, software, data, photographs and negatives, electronic reports, records, or media, and marketing items, are the property of LCDJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use as deliverables. Contractor will not obtain copyright, patent, or other proprietary protection for the deliverables. Contractor will not include in any deliverable any copyrighted matter. Contractor agrees the deliverables will be made freely available to the general public unless LCDJFS determines, pursuant to state or federal law, that such materials are confidential.

14. Documentation and Reporting

Records of all service provided to all individuals in the program under this Contract, whether reimbursed by this Contract or not, and of all expenses incurred in the operation of the program must be maintained. Contractor shall maintain paid receipts in the files showing that all material, supplies, and equipment necessary for the performance of this Contract have been paid in full. Contractor agrees to complete all required federal, state, and local forms and data related to the program and according to the instructions and definitions prescribed by LCDJFS. At a minimum, Contractor will report monthly to LCDJFS on the status of all individuals enrolled in the program under this Contract. LCDJFS reserves the rights to request additional reports at any time during the Contract period and to require a closeout report following the end of the Contract period. It is the responsibility of the Contractor to furnish LCDJFS with reports as requested. LCDJFS reserves the right to withhold payment until such time as requested and/or required reports are received.

15. Clean Air Act

If the amount of this Contract exceeds \$100,000.00, the Contractor will comply with the applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

16. Child Support Enforcement

Contractor agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that the Contractor's employees meet child support obligations established under state law. Further, by executing this Contract, Contractor certifies present and future compliance with any order for the withholding of support that is issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code.

17. Warranty

Contractor warrants that its services shall be performed and/or provided in a professional and workmanlike manner, in accordance with applicable professional standards.

Attachment E Disputes and Remedies

Contractor Appeal Process

This process is established to provide a formal means of dispute resolution for any contractor of youth activities (hereinafter "Contractor") who is not satisfied with a decision of the Lake County Youth Committee or Lake County Workforce Development Board or successor board, and/or Lake County Board of Commissioners concerning the termination of a contract for WIOA, TANF, and/or CCMEP youth activities.

1. Through its administrative entity, the Lake County Department of Job and Family Services ("LCDJFS"), the Lake County Board of Commissioners shall issue written notice to a Contractor when the Lake County Board of Commissioners has determined to terminate a existing contract with a contractor of youth programs; however, this appeal process may not be utilized if the reason for the termination is lack of available funding to operate the contract. Such written notice shall state the basis for terminating the contract, as applicable.
2. All informal means of dispute resolution shall be utilized before a formal appeal is filed.
3. If informal means of dispute resolution fail to satisfy the Contractor, the Contractor shall file a written appeal with LCDJFS. The written appeal must be filed within ninety calendar days of the date of the issuance of the written notice of contract termination. The written appeal shall be filed with LCDJFS at 177 Main Street, Painesville, Ohio 44077, by mail or in person. The written appeal must be signed by the Contractor or authorized representative.
4. If at any time during the process a resolution occurs or the Contractor wishes to withdraw the appeal, the Contractor must give written and signed notice of resolution or withdrawal to LCDJFS.
5. Where the Contractor continuously fails to cooperate or is unavailable, the appeal may be dismissed on written notice (certified mail, return receipt requested) to the last known address of the Contractor. LCDJFS shall document all attempts to resolve the appeal and indicate the circumstances for a dismissal of the matter.
6. Within ten calendar days of the date when the appeal was received by LCDJFS, an informal conference will be held by the Chair (or designate) of the Youth Committee. The purpose of the informal conference is for the Contractor and other involved parties to discuss the situation and, if possible, agree on a mutually satisfactory resolution. The Chair will provide written notice, by certified mail, of the date, time, and place of the informal conference.
7. If resolution has not been achieved at the conclusion of the informal conference, the Contractor may request a hearing before a hearing officer. This hearing must be held within twenty calendar days of the date when LCDJFS received the appeal.
8. The Lake County Board of Commissioners will appoint an individual to serve as hearing officer. Such individual shall be an impartial third party who will have complete independence in obtaining facts and making decisions, and who is in no way involved with the issue giving rise to the appeal.

9. Responsibilities of the hearing officer will include to:
- Receive and review a complete case file prior to the hearing.
 - Identify the nature of the action to determine if there is an alleged violation of the applicable WIOA, TANF and/or CCMEP Act, Regulations, Local Plan, or other contracts applicable to this Contract.
 - Permit resolution at any point in the proceedings if requested by the Contractor.
 - Provide a hearing agenda.
 - Define rights of the Contractor and of the Lake County Youth Committee, Lake County Workforce Development Board or their successors, and Lake County Board of Commissioners.
 - Direct parties to appear by certified mail, return receipt requested.
 - State the purpose of the hearing.
 - Receive evidence and reserve the right to exclude irrelevant or immaterial matters from evidence.
 - Dispose of procedural questions.
 - Elicit testimony from witnesses, but shall not act as an advocate for any party.
 - Consider and evaluate facts, evidence, and arguments to determine credibility.
 - Determine appropriate remedies.
 - Make a complete record of the hearing.
 - Render and disseminate the hearing decision to the Contractor, the Lake County Youth Committee, Lake County Workforce Development Board and the Lake County Board of Commissioners.
10. The hearing shall be conducted in a manner that avoids unnecessary technicalities (e.g., legal requirements such as would be appropriate in court proceedings). Technical rules of procedure and of evidence need not be strictly observed.
11. Any involved party has the right to representation by an attorney; at the party's own expense.
12. Parties to the hearing will have the opportunity to:
- Bring documentary evidence and witnesses;
 - Have records or documents relevant to the issue(s) to be decided at the hearing produced by their custodian;
 - Present testimony and oral arguments; and
 - Question all parties and witnesses.
13. The hearing officer must produce a written decision within thirty calendar days from the date when LCDJFS received the appeal. The decision shall include the following:
- A statement that a hearing was held on a specific date and time at which the involved parties, their representatives, and/or witnesses appeared and were heard;
 - A list of those in attendance;
 - A statement of the issue(s);
 - A synopsis of facts based on the entire record disclosed at the hearing;
 - The opinions and statements of reasons for the decision;
 - The conclusions based on the findings of fact;
 - A statement of remedies to be applied, if any; and
 - The signature of the hearing officer and date of the decision.
14. The decision of the hearing officer is final.
15. Deadlines for holding the informal conference and the hearing may be extended on the written and signed request of the Contractor filing the appeal

Attachment F

Performance Standards

WIOA Youth and CCMEP Performance Standards are in the process of being finalized. The standards are expected to include the following measures:

- the % of program participants that are in unsubsidized employment during the second quarter after exit;
- the % of program participants that are in unsubsidized employment during the fourth quarter after exit;
- the % of program participants that are in unsubsidized employment, education or occupational skills training during the second quarter after exit;
- the % of program participants that are in unsubsidized employment, education or occupational skills training during the fourth quarter after exit;
- the % of program participants that were in education or training while enrolled in CCMEP who obtain a recognized post-secondary credential or diploma or who obtain such credential or diploma within one year after exit;
- the median earnings of program participants who are in unsubsidized employment the second quarter after exit;
- the % of program participants who were in unsubsidized employment during the second quarter after exit who during the fourth quarter after exit are employed with the same employer;
- the % of program participants that receive a measurable skills gain; and
- having paid work experience expenditures equal to or greater than 20% of the value of a contract award.

Attachment G
CATHOLIC CHARITIES CORPORATION
STATEMENT OF WORK

This Statement of Work is not intended to be all inclusive of the responsibilities of this contract. It has been built around the conditions of the Comprehensive Case Management and Employment Program (CCMEP) and its integration with the Workforce Innovation and Opportunity Act (WIOA) Youth programming as they are known on April 21, 2022. As with any new program, the rules, policies and procedures will continue to be developed, amended and interpreted over time. It is understood that while the overall objective and concept of the CCMEP/WIOA Youth program is not expected to change, the operational requirements can be expected to change from how they are currently known. The Contractor must recognize the reality of this situation and agrees that any required changes will become part of this contract.

The Contractor's overall objective and mission related to this Contract should be specifically focused on providing efficient and effective case management services centered on the requirements of WIOA and CCMEP.

Numbers to be Served

WIOA/CCMEP Participants – 60 slots

Management, Staffing, and Direction of the Program

Position Title	Number of Positions	Hours per Week	Dates of Employment	Percent of Time Charged to This Program
Case Manager	1	40	July 1, 2022 - June 30, 2023	100%
Case Manager	2	40	July 1, 2022 – June 30, 2023	100%
Program Coordinator	1	32	July 1, 2022 – June 30, 2023	100%
Job Developer	1	40	July 1, 2022 – June 30, 2023	100%
Director	1	40	July 1, 2022 - June 30, 2023	5%
Administrative Asst.	1	40	July 1, 2022 – June 30, 2023	10%

The Contractor will retain copies of job descriptions for the above positions on file.

.Cost Reimbursement Basis

The Contractor will be paid on a cost reimbursement basis based on the agreed upon Budget shown as Attachment H. The Contractor will submit their expenses on a monthly basis using the required Contractor's Expense Report and the instructions detailed in Appendix 2.

1. Program and Fiscal Self-Monitoring

During the month of January, 2023 (no later than January 31, 2023 the Contractor shall report to LCDJFS relative to their year-to-date expenditures of contract funds, and the timetable for expenditure of unspent funds. On the basis of this information, LCDJFS may request a formal meeting with Contractor representatives to develop specific plans for future expenditures, or may initiate a contract modification to deobligate any funds which are, in the sole discretion of LCDJFS, unlikely to be spent during the contract period.

2. Program Income

Program income means income received by the Contractor directly generated by an activity supported by this grant, or earned only as a result of the grant.

Program income includes:

- Income from fees or services performed and from conferences;
- Income from the use or rental of real or personal property acquired with grant funds;
- Income from the sale of commodities or items fabricated under the grant;
- Revenues earned by a governmental or private non-profit service Contractor under a reimbursable award that are in excess of the actual costs incurred in providing the service; and
- Interest income earned on advances of grant funds.

Any program income received by the Contractor as a result of activities under this contract must be offset against total program expenses invoiced to LCDJFS.

Client Services

1. Framework Activities

All CCMEP participants will receive a number of framework activities performed by the Lead Agency. Those activities will include, but are not limited to:

- Performing the CCMEP Intake
- Processing a CCMEP/WIOA Youth eligibility application
- Performing a Basic Skills Assessment
- Performing the CCMEP Comprehensive Assessment
- Determining CCMEP and/or WIOA Youth Eligibility
- Identifying the need for Intensive versus Non-Intensive Services
- Registering participants in ARIES and CFIS
- Referring participants to a Case Management Provider

In addition to the client framework activities listed above, the Lead Agency will retain a Quality Control (QC) Reviewer to provide guidance and oversight to the CCMEP. The QC Reviewer will act as a program monitor and coordinator between Case Management Providers and the Lead Agency and will collaborate with the Workforce Development Board, its Executive Director and the Lake County Youth Committee. The QC Reviewer will conduct on-site reviews and work closely with Case Management Providers to continually analyze the overall program and systems. The QC Reviewer will offer technical assistance, training and rules interpretation on such matters as OWF work activity requirements and matters pertaining to the ARIES and CFIS databases.

2. Case Management Services

Contractors will receive CCMEP participant referrals from the Lead Agency. Upon receiving a referral, the Contractor will match a participant with a case manager. Every participant must be assigned a case manager who will first utilize the information derived from the assessments, to develop an Individual Opportunity Plan (IOP) on the mandated form, in collaboration with the participant. The IOP will serve as the participant's road map to self-sufficiency and will specify the program elements and activities which will be made available to the participant.

3. Program Elements

The Contractor must make the elements below available to each participant as needed and as specified in a participant's IOP.

The required elements include:

- Tutoring, study skills training, instruction, and evidenced-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential
- Alternative secondary school services, or dropout recovery services, as appropriate
- Paid and unpaid work experiences that have as a component academic and occupational educational education which may include:
 - summer employment opportunities and other employment opportunities available throughout the year
 - pre-apprenticeship programs
 - internships and job shadowing
 - on-the-job training opportunities
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria as described
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate
- Supportive services
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months
- Follow-up services for not less than 12 months after the completion of participation, as appropriate
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral
- Financial literacy education
- Entrepreneurial skills training
- Services that provide Labor Market and Employment information about in-demand industry sectors or occupations available in the local area, such career awareness, career counseling, and career exploration services
- Activities that help youth prepare for and transition to postsecondary education and training
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster

3. Activities

The contractor shall utilize the program activities listed below for the betterment of each participant as needed. The program activities must include but are not limited to:

- Unsubsidized employment
- Subsidized employment
- Work experience

- On-the-job training
- Job search
- Community service
- Vocational education training
- Job skills training directly related to employment
- Education directly related to employment
- Satisfactory attendance at secondary school
- Internships
- Summer employment
- Job shadowing
- Pre-apprenticeship opportunities
- Career counseling
- Adult mentoring
- Entrepreneurial skills training
- Tutoring, study skills training
- Work-behavior training
- Parenting classes
- Life skills classes
- Participation in alcohol or drug addiction services
- Finding a home in cases of homelessness
- Residing in a domestic violence shelter
- Attending English as a Second Language
- Mental health treatment
- Rehabilitation activities
- Financial literacy education
- Other workforce activities
- Activities within OhioMeansJobs.com
- LEAP
- Veterans DVOP referral

4. Other Case Management Requirements

The Contractor will provide an ample number of case managers sufficient for maintaining a case management ratio of 20 participants to 1 case manager using a comprehensive approach. The Contractor's Case Manager's will, at all times, meet the case management standards required of CCMEP and Contractors will retain an appropriate number of other staff needed to support their Case Managers ensure the effective delivery of the required elements and activities.

The Contractor's Case Managers will be responsible for keeping participants engaged at the higher of their required OWF work participation rate or 20 hours per week. Case Managers must directly engage with participants a minimum of once every 30 days.

In cases where a participant is determined to be Basic Skills Deficient, the Contractor's staff will need to perform follow-up skills testing as needed to assist the participant and to remediate the deficiency. The Lead Agency will pay for the cost of the testing but the Contractor must have staff trained to properly proctor the testing.

The Advancement through Resources, Information & Employment Services System (ARIES) will be the only case management system in use for CCMEP. Case Managers and other Contractor staff critical to the success of the program, will need to participate in the necessary training and enter into required state clearance to utilize the ARIES system.

Case Managers and other Contractor staff must possess effective verbal and written communication skills and have a sense of urgency as needed for the success of the CCMEP. Information related to participant engagement will have to be reported back to the Lead Agency on a regular and timely schedule.

5. Supportive Services

All CCMEP contracts will include budget considerations for supportive services in line with those requested in Contractors' proposals. Contractors are expected to provide for supportive services that enable an individual to participate in CCMEP and to secure and retain employment including such things as transportation and work required items such as uniforms, work attire and work-related tools. Contractor is expected to secure pre-approval of any Supportive Services expenditures from the CCMEP Quality Control Reviewer. Any Supportive Services given or paid directly to the participant using cash, check and/or credit/gift card must be properly receipted to show who received what and for what purpose and when.

6. Paid Work Experience

Paid work experience has been proven to be beneficial in the success of virtually all workforce programs. All CCMEP contracts will include budget considerations for participants to have paid work experience. Participants are to be paid at the rate of \$12.00 per hour plus all applicable mandatory fringes such as FICA, Unemployment Insurance and Workers Compensation.

Contractors (or those providing their payroll services) are expected to provide proper orientation to all participants involved in paid work experience in order manage participant expectations and to reduce misunderstandings and problems related to the receipt of a participant's pay. Under no circumstances should a Contractor place a participant in a paid work experience situation that requires overtime or creates a violation of the wage and hour laws.

7. Occupational Skills Training

If a Case Manager identifies what he/she believes to be a participant's need for skills training outside of what a Contractor makes available as part of the contract budget, and which requires tuition or other forms of payment, the situation should be referred back to the Lead Agency for consultation. Contractors shall not direct participants to fee based training without first contacting the lead agency.

8. Contractor will be responsible for the implementation of the Lake County Youth Incentive Plan which is hereby considered a part of this contract. This plan has been fully funded in the budget. The Lake County Youth Incentive Plan hereby becomes a part of this contract and there shall be no other incentives paid under this contract.

Attachment H

CCMEP Provider Budget PY 22 Summary Sheet

Provider		County
CATHOLIC CHARITIES CORPORATION		LAKE
I. Staff		
		Estimated Amount
A. A. Salaries		\$200,703.00
B. Payroll-Related Expenses		75,352.00
Total Staff Costs		\$276,055.00
II. Operations		
A. Staff Travel and Short-Term Training		\$1,500.00
B. Staff Consumable Supplies		1,166.00
C. Occupancy Costs		34,744.00
D. Contract and Professional Services		300.00
E. Supplies/Materials for Client Activities		1,373.00
F. Other - Miscellaneous		210.00
Total Operational Costs		\$39,293.00
III. Equipment		
A. Equipment Subject to Depreciation		\$0.00
B. Small Equipment Purchases		0.00
C. Leased and Rented Equipment		1,101.00
Total Equipment Costs		\$1,101.00
V. Payroll		
A. Payroll/Wages		\$112,320.00
B. Social Security/FICA or Other Retirement System		8,592.48
C. Workers' Compensation & Unemployment Insurance		1,123.20
D. Incentives/Stipends		60,000.00
E. Supportive Services		6,000.00
Total Youth Payroll Costs		\$188,035.68
Sub-Total of All Costs		\$504,484.68
Total Cost		\$504,484.68

Salaries Detail				
Position Title	Number of Positions Requested	Annual Salary	Percent of time to Program*	Reimbursable Salary
Program Coordinator	.80 FTE	\$40,773.00	100%	\$40,773.00
Case Manager	.90 FTE	40,170.00	100%	40,170.00
Case Manager	1 FTE	39,857.00	100%	39,857.00
Job Developer	1 FTE	37,186.00	100%	37,186.00
Case Manager	1 FTE	37,182.00	100%	37,182.00
Director	.05 FTE	77,588.00	5%	3,879.00
Administrative Assistance	.05 FTE	33,115.00	5%	1,656.00
Total Salaries				\$200,703

*Percent of time to purchased program, not percent of time to LCDJFS.

Payroll-Related Expenses Detail	
Social Security or Other Retirement System (PERS, SERS, STRS)	\$15,354.00
Worker's Compensation/Unemployment Insurance	3,773.00
Retirement Expense	12,042.00
Hospitalization Insurance Premium	41,172.00
Other (<i>identify</i>) Life and Disability Insurance	3,011.00
Total Payroll-Related Expenses	\$75,352.00

Travel and Short-Term Training for Officers, Agents and Employees of Provider	
Mileage Reimbursement	\$1,00.00
Short-Term Training	500.00
Total Travel and Short-Term Training	\$1,500.00

Staff Consumable Supplies	
Office Supplies (<i>describe</i>)	\$1,166.00
Cleaning Supplies (<i>describe</i>)	
Other (<i>identify</i>)	
Total Staff Consumable Supplies	\$1,166.00

Occupancy Costs	
Rental @ \$ <u>11.66</u> per square foot - OR -	\$29,714.00
Usage allowance/depreciation @ _____ % rate of original acquisition cost of \$ _____ by Program Square Footage Percentage (Program Square Footage _____ divided by Provider Square Footage = _____ %)	
Maintenance and Repairs	
Utilities (if not included in rent) Heat and Light \$ _____ Telephone \$ _____ Water \$ _____ Other (identify) \$ _____	\$5,030.00
Total Occupancy Costs	\$34,744.00

Contract & Professional Services - Consulting, System Support, etc.	
(Identify)	Amount
Interpretation services for Spanish speaking program participants	\$300.00
Total Contract & Services Costs	\$300.00

Supplies/Materials for Client Activities	
(Identify)	Amount
Various Program Materials	\$1,373.00
Total Supplies/Materials for Client Activities	\$1,373.00

Other - Miscellaneous

<i>(Identify)</i>	Amount
Postage, printing & recruitment flyers	\$210.00
Total Miscellaneous Costs	\$210.00

Equipment Subject to Depreciation

Equipment to be Depreciated (1)	New or Used (2)	Date Purchased (3)	Quantity (4)	Total Actual Cost (5)	Salvage Value (6)	Amount to be Depreciated (7)	Useful Life (8)	Chargeable Annual Depreciation (9)
Total Equipment Depreciation Charges								\$00.00

Small Equipment Purchases (Equipment Costing under \$25,000)

Item	Quantity	Amount
		\$00
Total Small Equipment Purchases		\$00.00

Leased and Rented Equipment			
Item	Model and Year	Quantity	Amount
Copier Usage			\$1,101.00
Total Leased and Rented Equipment			\$1,101.00

Payroll/Wages Detail				
Number of Participants	Hourly Rate	Number of Hours	Attendance Rate	Total
60 Youths	\$12.00	20	12 Weeks	\$112,320.00
	Based on 65% Participation Rate			
				\$112,320.00

Social Security/FICA or Other Retirement System (PERS, SERS, STRS)		
Total Participant Wages	Employer Rate	Total
\$112,320.00	0.0765	\$8,592.48
		\$8,592.48

Youth Workers' Compensation Detail		
Total Youth Wages	Employer Rate	Total
\$112,320.00	1.0%	\$1,123.20
		\$1,123.20

Youth Incentives/Stipends Detail			
Number of Youth	Amount	Basis for Payment	Total
60	\$1,000.00	Catholic Charities will follow the new incentive program as described in proposal	\$60,000.00
			\$60,000.00

Other Youth Payroll-Related Expenses Detail	
Other (Identify)	Total
Supportive services to include limited provision of uniforms, transportation needs, appropriate work shoes, etc.	\$6,000.00
	\$6,000.00

BUDGET COMPUTATION

Program Operations

Total Operating Expenses	Divided by Total Number of LCDJFS Units Purchased	= LCDJFS Unit Rate
\$316,449.00	9,984	\$31.70/Unit

Participant Payroll

\$122,035.68	9,360	\$13.04/Unit

Operating Expenses Program		\$316,449.00
Payroll		\$122,035.68
Incentives & Supportive Services		\$66,000.00
Grand Total Budget		\$504,484.68

An Operating Unit will be one hour of staff time paid under the terms of this agreement. A TANF/WIOA Youth Payroll Unit will be one hour of youth wages and fringes paid under the terms of this agreement.

The Contractor will be required to report the units of staffing used to manage and operate WIOA Work Experience activities on a monthly basis.

Attachment I
AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF CUYAHOGA

Patrick Gareau, being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Catholic Charities Corporation ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust.
 - ☒ Corporation organized and existing under the laws of the State of Ohio.
 - ☐ Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J)(3) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification is subject to the penalties set forth in R.C. 3517.99.
5. Affiant further sayeth naught.

By: Patrick Gareau

Title: Patrick Gareau
President & CEO

SWORN TO BEFORE ME and subscribed in my presence this 19th day of MAY, 2022.

William Spencer Kline III
Notary Public

My commission expires: N/A

SEAL

WILLIAM SPENCER KLINE III, Atty.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

APPENDIX 2

INSTRUCTIONS FOR COMPLETING THE LCDJFS CONTRACTOR EXPENSE REPORT

Government and other non-profit contractors are required to submit this form in order to receive reimbursement for program expenditures permitted under LCDJFS contracts. This form provides for a monthly comparison between the unit rate provided for a contract and the justified unit rate or actual cost of delivering a unit of service. Should the justified unit rate provide to be significantly higher or lower than the negotiated rate for two consecutive months, the parties to the contract should consider an amendment to adjust the unit rate. If a contract contains difference unit rates for different services, a separate copy of the form required by Appendix 3 must be submitted to account for expenses in each separate cost center identified in the budget.

This form and the form required by Appendix 3 must be submitted before the LCDJFS can authorize payment to the Contractor. This form and the form required by Appendix 3 must be submitted to the LCDJFS within 30 days of the end of the month for which reimbursement is claimed. If this form or the form required by Appendix 3 is returned to a contractor for correction of an error, the contractor has 15 days within which to correct and resubmit the forms.

IDENTIFYING INFORMATION

Contractor	Enter the name under which the contract was signed.
Month	Enter the month for which payment is being claimed
County	Enter the LCDJFS name

CLASSIFICATION OF EXPENDITURES

Entries in the column marked "Actual Expenses" must match expenditure categories used in the approved contract budget. Whenever possible, expenditure entries must reflect actual costs which can be verified by receipts or payroll records. Entries for indirect or shared costs such as occupancy of shared office space or indirect costs of county support systems may be apportioned as a monthly share of the annual estimates used in the budget. Such items will however be subject to adjustment through subsequent audits when full annual actual costs are available.

Total Program Expenses	Indicate the grand total of expense items for the purchased program.
Minus Contractor Program Income	Subtract the total of fees or other income attributable to the purchased program.
Total Program Cost	This is the total cost of the purchased program after deduction of any Contractor program income.
Total Units	Enter the total of all units of service delivered by staff included in the budget. If the same staff work on LCDJFS and non-LCDJFS services, both case services must be included in this count.
Unit Cost	Divide total cost by total units and enter the quotient.
Unit Rate	Enter the Unit Rate specified in Article 5 of the ODJFS07018.
Difference	Indicate the amount of over or under payment by entering the difference between Unit Cost and Unit Rate. When the negotiated unit rate paid to the Contractor is less than the actual unit cost, this is a negative number. Negative amounts should be indicated parenthetically.
Units Billed	Enter the number of units claimed for payment in the 7035.
Total Difference	Multiply the number of the Difference box by the number of Units Billed; enter the product.
Cumulative Difference	Indicate the total amount of under or over payment from previous and

current billing months.

Signature

The Contractor's authority or designee must sign and date the form.

LCDJFS CONTRACTOR EXPENSE REPORT

Contractor:		Month:
County:	Lake	
Classification of Expenditures		Actual Expenses
<u>Personnel</u>		
A. Salaries		
B. Payroll-Related Expenses		
Total Personnel Costs		
<u>Operations</u>		
A. Travel and Short-Term Training		
B. Consumable Supplies		
C. Occupancy Costs		
D. Indirect Costs		
E. Contract and Professional Services		
F. Other B Miscellaneous		
Total Operational Costs		
<u>Equipment</u>		
A. Depreciation		
B. Purchases		
C. Leased and Rented		
Total Equipment Costs		
<u>Youth Incentives/Stipends</u>		
Total Youth Incentives/Stipends Costs		
<u>Supportive Services</u>		
Total Supportive Services Costs		
Total Expenses Excluding Incentives and Supportive Services		
<u>Minus</u> Contractor Program Income		
Total Program Cost		
Total Units Produced		
Unit Cost		
Unit Rate		
Difference		
Units Billed		
Total Difference		
Cumulative Difference		

I certify that the above information is correct and in accordance with the terms of the contract.

Contractor's Authorized Signature:	Date:
------------------------------------	-------

Total Staff Units used to deliver Work Experience Programming _____

APPENDIX 3

INSTRUCTIONS FOR COMPLETING THE LCDJFS CONTRACTOR INVOICE

All claims for payment under LCDJFS Service Contracts must be submitted on this form. In addition, governmental and non-profit contractors must submit the form provided in Appendix 2, LCDJFS Contractor Expense Report.

Contractor	Enter name of agency submitting invoice.
Contract Number	Enter seven digit contract number assigned by the Lake County Department of Job and Family Services.
Month _____ of _____	Enter the month for which services are being billed. If roster is more than one page, indicate "1 of 3", "2 of 3", and so forth.
Service Date	Enter the date the service was rendered.
Case Name	Indicate LCDJFS case name.
Case Number	Enter LCDJFS case number.
Units	Indicate the total number of units billed for the invoice month.
Activity Code	This is an optional column that the LCDJFS may elect to use to keep track of the units by program activity.
Total Units	Add up the total of all units in the column.
Unit Rate	Enter the unit rate computed in Appendix 1, Cost and Delivery of Purchased Services.
Total Invoice	Multiply the unit rate times the total units and enter the product.
Signature	The Contractor's authority or designee must sign and date the form.

LCDJFS CONTRACTOR INVOICE

Contractor		Type of Service
Month:		of pages

Service Date	Case Name	Case Number	Units	Activity Code
Total Units				
x Unit Rate				
I certify that the above LCDJFS activities were complete as indicated and submit this invoice for payment.				
TOTAL INVOICE				

Signature:	Date:
Title:	

APPENDIX 4
AMENDMENT TO LCDJFS CONTRACT
AMENDMENT NO. _____

This amendment, effective _____, is to amend the Contract between the Lake County Department of Job and Family Services (LCDJFS) and _____, entered into on the _____ day of _____, 20____, and numbered _____.

Changes the termination date of the Contract from _____, 20____, to _____, 20____.

Availability of Funds: Changes the total value as follows:

Amount		Source
Non-federal Matching Funds	\$ _____	
Federal Matching Funds	\$ _____	
Total	\$ _____	

Cost and Delivery of Purchased Services:

- (A) Adjusts the per unit rate from \$ _____ to \$ _____, as reflected in the attached revised budget.
- (B) Adjusts the maximum number of units purchased from _____ to _____.

Provides for changes of language in the Appendices listed below and attached to this amendment.

All appendices not specifically changed by this or earlier amendments remain in full force and effect as originally executed.

Authorized LCDJFS Representative's Signature:	Date:
Authorized Contractor Signature:	Date:
Authorized Contractor Title:	
Contractor Street Address:	
Contractor City, State, ZIP Code:	

President of the Lake County Commissioners Signature:	Date:
Commissioner's Signature:	Date:
Commissioner's Signature:	Date:

CERTIFICATION OF COMPLIANCE WITH LCDJFS COMPETITIVE PROCUREMENT REQUIREMENTS

The undersigned contracting authority certifies that the attached contract effective July 1, 2022, between the Lake County Department of Job and Family Services, Employment and Training Division ("LCDJFS"), and Catholic Charities Corporation, for employment and training services, was awarded in compliance with all applicable state and federal laws including, without limitation WIOA, TANF and/or CCMEP and Ohio Administrative Code rules promulgated by the Ohio Department of Job and Family Services.

- A. The subject matter of the Contract was competitively bid as follows:

1.	The Invitation to Bid (ITB) appeared in the following newspaper of general circulation within the county: The News Herald
2.	Dates that the ITB appeared: February 23, 2022
3.	Date the bids were publicly opened: March 23, 2022
4.	Number of bids received: Three (3)
5.	Date contract was awarded: April 21, 2022

- B. This contract was exempt from formal competitive bidding requirements for the following reason(s):

N/A

Contracting Authority: Suzanne Casar	Date:
Title: Director, Lake County Department of Job and Family Services	
Street Address: 177 Main Street	
City, State, ZIP: Painesville, OH 44077	