



**REQUEST FOR PROPOSALS (25-15-RFP-01 WFD)  
FOR  
Ohio Work First – Work Activities Services and Management  
JULY 10, 2014**

Dear Prospective Bidder:

The Franklin County Department of Job and Family Services (FCDJFS) is accepting proposals from qualified organizations to assist the agency with the provision of services and management of the major work activity requirements of the Ohio Works First Program

The Franklin County Department of Job and Family Services will allocate TANF (Temporary Assistance for Needy Families) funding for the time period of October 1, 2014 through September 30, 2017. A contract will be awarded for the three year term with specified deliverables that must be met in order to continue the contract beyond year one. The contract is contingent upon the availability of funding, mutual consent of the parties and successful contract performance of the vendor.

**Schedule**

RFP Issued

Thursday, July 10, 2014

Submission of questions to be answered  
at the Bidder' Conference

Wednesday, July 16, 2014 by 12:00 PM

Bidders' Conference  
**MANDATORY**

**Thursday, July 17, 2014 2:00PM**  
FCDJFS  
Northland Village (Rear Entrance)  
1721 Northland Park Avenue  
Columbus, Ohio 43229

**MANDATORY LETTER OF INTENT**

**Friday, July 18, 2014 by 4:00PM**

**PROPOSAL SUBMISSION DEADLINE**

**Thursday, August 7, 2014 by 4:00PM**

Intent to Notify

Friday, August 22, 2014 (estimated)

Contract Start Date

Tuesday, October 1, 2014

An electronic copy of the RFP, Budget document can be obtained at <http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm>.

**Due to the extent of information, copies of the RFP and any related documents will not be made available at the Bidders' Conference – please bring your own copy.**

***The Franklin County procurement policy stipulates that FCDJFS staff is prohibited from communicating with individual bidders regarding the RFP between the date of the RFP's release and the date of the application submission deadline.***

Thank you,

A handwritten signature in black ink, appearing to read "Anthony Trotman", written over a horizontal line.

Anthony. Trotman, Director

**FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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**FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
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**I. Purpose**

With the passage of the Deficit Reduction Act of 2005 (DRA), a central component of the Temporary Assistance for Needy Families (TANF) program is the emphasis on work. Adult TANF recipients, with some exceptions, must participate in work activities as a condition of receiving cash benefits. Federal regulations established a Federal Work Participation Rate requirement that each State must achieve to avoid monetary sanctions to the State. In Ohio, the TANF program is known as the Ohio Works First Program (OWF). Franklin County Department of Job and Family Services (FCDJFS) is the local governmental entity responsible for the administration of this program. FCDJFS is seeking proposals from qualified vendors to assist the agency with the provision of services and management of the primary work activity requirements for FCDJFS OWF customers.

**II. Ohio Works First (OWF) Program Overview**

The programmatic rules and requirements of the OWF Program can be found in the Ohio Administrative Code 5101:1-3-12 Ohio Works First, Work Activities <http://codes.ohio.gov/oac/5101%3A1-3-12>

**Applicant Job Search**

When a customer applies for OWF benefits they are required to complete 40 hours of Applicant Job Search before the cash benefit is approved. This activity includes basic job readiness activities, resume development, job search, employment application completion, interviewing, and activities that reduce barriers to employment such as medical appointments, securing transportation and child care. To receive OWF benefits the customer must complete their required hours. Failure to do so results in the denial/closure of the application/case.

**Required Hours**

Once an OWF customer is determined "Work Required" and completes the Applicant Job Search they must participate for a prescribed number of hours in a federally established appropriate work activity/activities according to the composition of their household. Per OAC (Ohio Administrative Code) 5101:1-3-12 Ohio Works First, Work Activities (C) (1) a-g: all work eligible individuals shall be assigned to one or more work activities or alternate activities, and participate at least the following number of hours, except as provided in paragraphs (C) (2) to (C)(4) of this rule: (the following chart is a summary of the rule):

<b>If the OWF Customer Case (Assistance Group) Contains:</b>	<b>Average Required Weekly Hours (minimum)</b>
One work eligible individual	30
A work eligible individual who is the only parent or specified relative in need in the family of a child under six years of age	20
Two work eligible individuals and NOT receiving federally funded child care	35
Two work eligible individuals and ARE receiving federally funded child care	55
Two work eligible individuals where one parent is disabled	30

FCDJFS may exempt certain individuals or assign them to alternate work activities. The details of these assignments are contained in the Ohio Administrative Code 5101:1-3-12 Ohio Works First, Work Activities <http://codes.ohio.gov/oac/5101%3A1-3-12>

FCDJFS is responsible for:

- Determining the required number of hours for each customer.
- Tracking and reporting the hours completed to ODJFS (Ohio Department of Job and Family Services)
- Imposing sanctions on customers who fail to complete their assigned work activity
- Conducting State Hearings when necessary

### **Work Activities**

There are federally prescribed activities that count towards hours of participation and limitations for the number of hours an individual can be assigned to a particular work activity. FCDJFS is responsible for tracking and assigning individuals accordingly. The list of allowable work activities and the requirements of each can be found starting at <http://codes.ohio.gov/oac/5101:1-3-12.1> through OAC 5101:1-3-12.12 as follows:

- Unsubsidized employment
- Subsidized public or private employment
- Work experience program
- On-the-job training
- Job search and job readiness assistance
- Community service
- Vocational educational training
- Providing child care services to an individual who is participating in a community service program (this must be approved by FCDJFS prior to utilization)
- Job skills training directly related to employment (Must include services such as ESOL (English for speakers of other languages for the limited English Proficiency and Refugee communities)
- Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- Alternate Work Activities

There may be individuals who may be temporarily excused from work participation and therefore assigned to “Alternate Work aka “Alt. Work”. Alternative activities are designed to promote self-sufficiency and personal responsibility and are intended to address temporary and permanent barriers to participating in work activities.

See <http://codes.ohio.gov/oac/5101:1-3-12.12> for a complete description of Alternate activities.

### **III. SCOPE OF WORK**

There are four key components to this proposal - the service delivery of the required work activities; the provision of case management services; the management, tracking, analysis and reporting of the OWF customer’s demographics and participation; and the provision of employment placement and retention services.

The contract will result in supervised placement and management of approximately 1700 OWF customers annually in suitable work activities. The scope of the work includes, but is not limited to:

#### **3.1 Work Activities:**

The Selected Provider must develop, coordinate and manage the allowable work activities in accordance with Ohio Administrative Code 5101:1-3-12 -5101:1-3-15.1. Bidders are required to offer and manage every work activity listed below. Allowable work activities are:

**3.1.a Unsubsidized Employment:** This work activity will primarily be managed by FCDJFS unless the customer is still in receipt of cash benefit and required to complete additional hours to meet their work requirement. <http://codes.ohio.gov/oac/5101:1-3-12.1>

**3.1.b Subsidized Employment:** The Selected Provider may utilize this activity contingent upon the approval of FCDJFS and availability of funding. The subsidy cost must be included in the Selected Provider budget. See <http://codes.ohio.gov/oac/5101:1-3-12.2> Ohio works first: Subsidized public and private employment for specific guidance

**3.1.c Work Experience:** This activity provides an individual the opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment. <http://codes.ohio.gov/oac/5101:1-3-12.3>. It is anticipated that the majority of customers will be assigned to this work activity, therefore additional information on the Work Experience Program is provided below.

## Work Experience Program

The goal of the Work Experience Program (WEP) is to connect FCDJFS customers to organizations that can provide the opportunity to acquire general skills, training and knowledge and work habits necessary to obtain and retain employment. The Selected Provider must develop and manage Work Experience Program (WEP) sites for an adequate number of slots for the projected participants; ensure that all of the sites adhere to all applicable Department of Labor regulations, are ADA compliant, and are in high-demand occupational fields (when applicable). It is expected that the work experience and knowledge expansion will lead to permanent unsubsidized employment.

The Selected Provider must develop a recruitment strategy for the development of sites. The Selected Provider will need to work closely with FCDJFS and other Workforce entities in the community to ascertain the types of WEP Sites that accommodate the diverse needs and skills of the customers including specialized placements for ex-offenders, individuals with physical and mental health barriers and those with Limited English Proficiency.

The Selected Provider must utilize an Employer/Work Activity Site Profile that includes a description of the site organization, industry sector, position description(s), number of slots, contact information, other pertinent information (TBD) and an executed agreement between the site organization and the Selected Provider. A copy of the current FCDJFS agreement template is attached for review. (See Catalog of Attachments, posted at <http://www.franklincountyohio.gov/commissioners/jafs/rfp.cfm>). The profile will confirm the participation and commitment of the organization as a site for customers referred by FCDJFS. Each site that is identified must complete a worksite agreement. FCDJFS must approve and sign off on all site agreements. The Selected Provider will submit progress reports on recruitment and development efforts on a monthly basis or upon request.

The development and management of WEP Sites must meet the following criteria (including, but not limited to):

- Hours at these sites must meet all applicable federal, state and local requirements
- Be in a high-demand occupational field
- Be a combination of public, private and non-profit
- Have varying days and shifts available (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Shifts; Monday – Sunday)
- Accommodate customers who need to complete missed hours
- Have the potential to lead to permanent employment (when available)
- Not displace an employee at the WEP site
- Be located throughout Franklin County.
- Be in locations that are accessible by public transportation when possible
- Closed to customers for the ten (10) recognized federal holidays (listed in Ohio Administrative Code 5101:1-3-12 E.1). Should a WEP site be closed any day outside of these 10, the hours scheduled for the customer shall be modified to accommodate all monthly required hours for that customer.

Bidders must describe, in detail, existing relationships with multiple area businesses and/or agencies that accommodate the number, hours and needs of the projected 1700 annual OWF customers to be served. FCDJFS encourages the development of congregate sites that can accommodate flexible hours and varying numbers of individuals for immediate placement, temporary placement and for the completion of missed hours.

**3.1.d On-the-Job Training:** this activity is training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides the knowledge and skills essential to the full and adequate performance on the job. <http://codes.ohio.gov/oac/5101:1-3-12.4>

**3.1.e Job Search and Job Readiness Assistance:** This activity is primarily used for applicant job search and compliance job search. Because of the restrictions on the hours and weeks available these services must be closely monitored with FCDJFS to assure the customer does not exceed the number of hours allowed. See <http://codes.ohio.gov/oac/5101:1-3-12.5>

**3.1.f Community Service:** This activity is similar to WEP but with the purpose to benefit the community while obtaining employment skills. The Selected Provider will be responsible to develop and obtain approved site agreements with each entity. <http://codes.ohio.gov/oac/5101:1-3-12.6>

**3.1.g Vocational Educational Training:** this work activity will be managed by FCDJFS and the Selected Provider – the Selected Provider will be responsible for the time periods when the customer is not actively engaged in training – i.e semester/quarter breaks, days prior to class beginning, when a customer withdraws, etc) <http://codes.ohio.gov/oac/5101:1-3-12.7>

**3.1.h Providing child care services to an individual who is participating in a community service program:** due to the restrictions relate to this activity. The Selected Provider must receive prior approval by FCDJFS. <http://codes.ohio.gov/oac/5101:1-3-12.8>

**3.1.i Job Skills Directly Related to Employment:** This activity is training or education for job skills required by an employer to provide an individual with the ability to obtain employment, to advance or adapt to the changing demands of the workplace <http://codes.ohio.gov/oac/5101:1-3-12.9>

**3.1.k Education Directly Related to Employment:** This work activity is defined as education related to a specific occupation, job or job offer. When as a prerequisite for employment by employers or occupation this activity may include, but is not, limited to the following: Courses designed to provide the knowledge and skills for specific occupations or work setting; or Adult basic education or English as a second language. <http://codes.ohio.gov/oac/5101:1-3-12.10>

**3.1.l Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate:** This work activity is defined as regular attendance, in accordance with the requirements of the secondary school or course of study at a secondary school, or in a course of study leading to a certificate of general equivalence, in the case of a recipient work eligible individual who has not completed secondary school or received such a certificate. This includes attendance in the following activities as long as they are an integral part of attaining a high school equivalence diploma (HSED): English Speakers of Other Languages Second Language (ESOL), Career training; Alternative schooling, Tutoring, Drop-out prevention or Teen pregnancy or parenting programs. <http://codes.ohio.gov/oac/5101:1-3-12.11>

**3.1.m Alternate Work Activities:** Alternative activities are for individuals with long term barriers to participating or short term disabling conditions where physician and/or rehabilitation appointments are the norm. Hours completed under Alternate work do **not** meet the participation requirements. Alternative activities may include: medical appointments, substance abuse counseling, mental health counseling, rehabilitation, or other activities to help lead to self-sufficiency. Given the conditions of the population that are assigned to this activity, the bidder is required to have staff with the technical expertise, credentials and experience of working with individuals with physical and mental health issues. This activity will be closely coordinated with FCDJFS. <http://codes.ohio.gov/oac/5101:1-3-12.12>

**Sanction Recommendations:** A sanction is a period of ineligibility for assistance under the OWF and/or Food Stamp programs, imposed as the result of an individual's, without good cause, failure to adhere to the signed Self-Sufficiency Contract & Plan (See Attachment O). Customers face sanctions when they fail to participate for the required number of hours as detailed in their Self-Sufficiency Contract and Plan, unless good cause documentation is provided and approved.

The Selected Provider must track participation attendance daily to manage the customer's full participation. If the customer is not meeting his/her participation the Selected Provider must engage the customer and possibly FCDJFS in a strategy to complete the missing hours prior to adverse action dates.

When a customer has missed hours with good cause, the Selected Provider is responsible for collecting the documentation and submitting it to FCDJFS for final determination on the imposition of a sanction. Good cause guidelines can be found at <http://codes.ohio.gov/oac/5101:1-3-13> Ohio works first: good cause for work activity failures.

The Selected Provider will not be required to provide services to the customer during their sanction period unless the customer has applied for fair hearing benefits. However, when applicable the Selected Provider will be responsible for the provision of Compliance Job Search for customer returning for benefits and services. See <http://codes.ohio.gov/oac/5101:1-3-15> Ohio works first: three-tier sanctions)

### **3.2 Case Management Services:**

The Selected Provider should conduct a thorough assessment of each customer's needs and circumstances. It should consist of an in-depth identification of barriers to employment and the adoption of strategies and plans to overcome those barriers. Re-assessment of barriers and employability should be made as necessary throughout the customer's participation in the program.

Case management must be available for all referred customers. The Case Manager should conduct in-depth interviews to survey, monitor and develop individualized case plans to address identified barriers such as, but not limited to: domestic violence, substance abuse, physical and mental health issues of the customer and/or dependent family members, disabilities, education history, employment history, legal/criminal history, housing needs, language barriers, transportation, childcare, etc. Appropriate referrals, linkages and follow-up should be conducted to ensure compliance with the case plan.

The Selected Provider should provide wrap around services by coordinating with other partner agencies. If the Selected Provider determines that an individual's barriers prevent him/her from participating in a work activity, the Selected Provider must promptly notify FCDJFS.

Case management services should provide needed supportive services to individuals and their families. Services must include but are not limited to:

- Barrier removal services (assist in reducing or eliminating barriers not only to OWF participation but to self sufficiency in general)
- Work allowance distribution (distribution of transportation assistance)
- Parent engagement activities related to the academic support and success of their children (this may be included as part of the customer's assigned hours or supportive services, whichever is most appropriate)
- Strategies to support full participation in assigned work activities on a weekly and monthly basis

The Selected Provider must have an electronic case management and reporting system with the ability to transmit real time data at regularly scheduled intervals and on an ad hoc basis.

**3.2.a Coordination and Provision of FCDJFS Supportive Services:** In addition to the case management identified above, the Selected Provider will coordinate with FCDJFS for the provision of FCDJFS supportive services for customers. To avoid duplication of services, prior to granting supportive services to an OWF customer, the Selected Provider will verify that services are not otherwise available free of charge in the community. FCDJFS provides the following supportive services:

- Child Care (FCDJFS is the entity responsible for determining eligibility for publicly funded child care. We also have staff onsite to assist with identifying Selected Providers and referrals);
- Public Assistance Programs (FCDJFS is the entity responsible for determining eligibility for Medicaid and Food Assistance, in addition to Ohio Works First)
- Interpretation and Translation services (Provided onsite or via telephone for customers when accessing FCDJFS services)
- Transportation Work Allowances: The Selected Provider is required to address transportation issues/barriers and service location(s). Transportation allowances may be approved in cases where it can be shown that a hardship exists and that it would be impossible for the participant to attend his/her assigned work activity without assistance. Support services payments are not an entitlement. In order for customers to receive transportation assistance they must be attending their assigned work activity. Transportation assistance may be provided in the form of bus passes. The allowance is not to exceed \$62.00 a month (or the market rate for a monthly bus pass). FCDJFS purchases the bus passes for the Selected Provider to track and distribute to participating customers.

### **3.3 Data Collection, Tracking, Analysis and Reporting:**

The Selected Provider must have an electronic system to document, manage, track, and report all required work participation activities and hours, and all support services for all assigned customers. The system must have the capacity to generate reports, sort, filter and query on all data elements, and submit canned and ad hoc reports. It is essential that the system must have the ability for real-time data and timekeeping of participation hours with the ability to track and report required hours daily, weekly and monthly. This system should alert staff and customers to hours completed to-date and hours needed to meet participation for the reporting period (calendar month, not "30 day period"). FCDJFS requires a system that allows for both customers enter data (sign in/out) at their assigned work activity and for supervisory approval.

Data documentation, collection, analysis, and reporting are critical to the success of the program. At a minimum FCDJFS requires the following data elements to be tracked on individual customers must include, but is not limited to the following:

- |   |   |
|---|---|
| <p>a. Customer Identification and Contact Information</p> <ul style="list-style-type: none"><li>○ Case name</li><li>○ Case number</li><li>○ SSN,</li><li>○ Address,</li><li>○ Email</li><li>○ Phone numbers (home and cell)</li><li>○ Emergency Contact</li></ul> | <p>b. Customer Identification and Contact Information</p> <ul style="list-style-type: none"><li>○ Case name</li><li>○ Case number</li><li>○ SSN,</li><li>○ Address,</li><li>○ Email</li><li>○ Phone numbers (home and cell)</li><li>○ Emergency Contact</li></ul> |
|---|---|

- c. Customer Demographics
  - o Ethnicity, Race, Gender
  - o Primary language
  - o Citizenship
  - o Marital status
  - o Disability
  - o Education level
  - o Employment history
  - o Legal/Criminal history
- e. Referral Information
  - o Date referred
  - o Date scheduled for Applicant Job Search (if applicable)
  - o Show Date/No Show Date
  - o Hours Completed
- g. Assignment Details:
  - o PSC code, provided by FCDJFS
  - o Start date of assignment
  - o End date of assignment
  - o Duration of assignment
  - o Number of hours assigned
- i. Sanctions:
  - o Date of sanction recommendation
  - o Reason for sanction recommendation
  - o Decision by FCDJFS (approved for sanction action or remain in assignment with Selected Provider)
- k. Compliance Job Search
  - o Date referred
  - o Date scheduled for Applicant Job Search (if applicable)
  - o Show Date/No Show Date
  - o Hours Completed
- d. Case Management Needs
  - o Identified needs and/or barriers
  - o Action steps to address barriers
  - o Referrals and linkages to services
  - o Community services utilized
  - o FCDJFS support services utilized
- f. Assignment Information
  - Site Information
    - o Site Name
    - o Site Address
    - o Site Contact Person
    - o Site Contact Information
- h. Participation Tracking (by day, week and calendar month):
  - o Hours required (including those deemed)
  - o Hours completed
  - o Hours missed
  - o Hours with good cause (must be supported by documentation)
  - o Participation Met/Failed
- j. If Sanction Recommendation is Approved:
  - o Status of sanction (pending, fair hearing, applied)
  - o Date sanction applied
  - o Date sanction is to be lifted
  - o Sanction Tier (I, II, or III)

Data elements will be frequently transmitted between FCDJFS and the Selected Provider. All data elements are subject to revision based on operational, programmatic and policy needs of FCDJFS. Regular reporting requirements will be established with FCJDFS at the time of contract negotiations and throughout the term of the contract.

### 3.4 Employment Placement and Retention Services

The ultimate goal of the Ohio Works First Program is to assist individuals to move towards self sufficiency through employment. While it is critical that the appropriate services and work activities be provided during the customer's eligibility, services should be geared to seeking unsubsidized employment. With this in mind, the Selected Provider will be responsible for assuring that robust employment placement and retention services are embedded to the service delivery model. Additionally, the services must, to the extent possible, align with the structure and requirements of the Ohio Works Incentive Program. This is a State program operated through local WIB (Workforce Investment Boards) that incentivizes employment and retention of OWF customers. FCDJFS has entered into an agreement with Ohio Means Jobs Columbus – Franklin County (dba COWIC) to manage the coordination, data reporting and a portion of the incentive distribution for Franklin County. The Selected Provider will be required to report, track and provide the required documentation for the employment placements and retentions of the OWF customers they and their subcontracted partners serve. Incentive payments are distributed between FCDJFS, COWIC, the Selected Provider (and subcontracted partners if applicable) and the OWF customer. Final payment structures will be negotiated upon contract award.

At a minimum the Selected Provider will be required to:

- Document, track and report the following employment information for each customer:
  - Company
  - Industry
  - Date of Hire
  - Number of hours of employment per week
  - Hourly Rate
  - Benefits available
- Document, track and report the following retention information for each customer:
  - Report retention at 90 days and 180 days (see OWIP requirements)
  - Hours worked per week (denote if different than at the time of hire)
  - Rate of pay at reporting period (denote if this is increase from start pay)
  - Benefits available
- Secure and provide to FCDJFS appropriate employment verifications and any necessary forms required for the OWIP incentive payment.

#### **IV. MINIMUM QUALIFICATIONS AND REQUIREMENTS**

FCDJFS will only accept proposals from organizations that demonstrate the capacity to provide the services described in this RFP. For the purpose of this RFP, the term "Bidder" shall be defined as an individual or entity that may submit or has submitted a proposal in pursuit of this opportunity. The term "Vendor" is used in reference to the Bidder selected through this RFP that has a contract with FCDJFS to provide the services described in this RFP.

In order to be considered for funding under this RFP, FCDJFS requires that interested Bidders must:

1. Have a minimum of three (3) years experience managing work activity and workforce services and programming for OWF customers.
2. Demonstrate the ability to successfully manage similar size and scope projects/ quality of work, timeliness, and cost effectiveness. Submit three (3) letters of reference from current or recent past contractual relationships
3. Demonstrate the organizational capacity to manage the size and scope of the services identified in the RFP as demonstrated by a thorough staffing plan, management structure and project timeline
  - Staffing plan must include education, career history, workforce development competencies and experience, staff position descriptions, resumes,
  - Management Plan must demonstrate the overall structure of the proposed service delivery model and how that structure will be sufficiently managed. This should be inclusive of all established and proposed subcontracted relationships.
  - Project timeline should include but not be limited to hiring and training, services schedules, reporting timelines and other major activities related to the operation of these services
4. Demonstrate the ability to provide services (i.e. WEP, Community Service, Job Placement) to the projected number of customers as evidenced by existing partnerships and relationships with local service providers, public and private business sectors and other relevant local entities and community organizations
5. Demonstrate the IT capacity to manage the project and all requisite data as evidenced by electronic case management, timekeeping and reporting systems. The organization must have data back-up processes and disaster recovery plan.
6. Demonstrate sound fiscal and administrative management inclusive of an accounting system with adequate financial controls; adequacy of approved cost allocation plan; audits and fiscal monitoring reports free of findings; historically accurate and timely financial and programmatic information
7. Demonstrate how the Selected Provider will provide services that are culturally and linguistically appropriate. Bidders must provide meaningful access to services to all eligible customers. The ODJFS Office on Civil Rights defines meaningful access as: the ability to use services and benefits comparable to those enjoyed by members of the mainstream cultures. It is achieved by eliminating communication barriers and ensuring that the client or potential client can communicate effectively. An organization must ensure that the LEP (limited English Proficient) person:
  - Is given adequate information
  - Is able to understand the services and benefits available
  - Is able to receive services for which he or she is eligible
  - Can effectively communicate the relevant circumstances of his or her situation to the service Selected Provider; and
  - Receives language assistance at no cost

**Bidders who do not meet all the above-referenced qualifications will be disqualified from further consideration.**

**V. DELIVERABLES**

Scope of Work	Deliverable
<p>The provision of allowable work activities for all customers referred that allow for each customer the opportunity to successfully complete the required participation hours monthly</p>	<p>Weekly and Monthly Work Activity Report to detail the status of each work activity offered, to include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Work activities being provided</li> <li>• Number of customers enrolled in each activity</li> </ul>
<p>The tracking, monitoring and reporting of all work participation activities and hours</p>	<p>Weekly and Monthly Participation Report (see above)</p> <ul style="list-style-type: none"> <li>• Current Assignment (work activity ie WEP, Community Service, job search, etc)</li> <li>• Hours Required</li> <li>• Hours Met</li> <li>• Good Cause Hours</li> <li>• Hours Failed</li> <li>• Reason For Failure</li> <li>• Action Taken (ie continue with assignment, referral back to FCDJFS, Obtained Employment, No Show, Recommended Sanction)</li> <li>• Sanction Recommendation</li> <li>• The report must include any required support documentation</li> </ul>
<p>The provision of Case Management Services to all referred customers to assist in the reduction of barriers to participation and self sufficiency</p>	<p>Monthly Report that details:</p> <ul style="list-style-type: none"> <li>• Case management services provided</li> <li>• Services successfully addressed</li> <li>• Services in progress</li> <li>• Barrier identification</li> </ul> <p>Regular Demographic Reports based on data elements identified in sections 3.2 and 3.3. Frequency (TBD)</p>
<p>The development and maintenance of a sufficient number of appropriate worksites to meet the number of OWF customers assigned to the program. The worksites may be work experience or community service sites</p>	<p>Monthly Worksite Report that details;</p> <ul style="list-style-type: none"> <li>• Number of Worksites (new sites for the month, site closings, total number of sites)</li> <li>• Number of Slots (per site, total)</li> <li>• Type of Site (WEP or Community Service)</li> <li>• Number of Slots Filled, Number of Slots Vacant</li> <li>• Total Number of Customers Assigned to the Program</li> <li>• Industry/Field</li> <li>• Sector (business, non-profit, government, other)</li> <li>• Ability to serve special populations (disability, LEP, criminal history, etc)</li> <li>• Location (by zip code)</li> <li>• Issues</li> </ul>

<p>Monitoring of Worksite - WEP, Community Service, and subsidized employment (if applicable)</p>	<p>The Selected Provider will submit a quarterly Monitoring Report based on its actual site monitoring.</p> <p>The report is should include (not limited to) basic site information, review of compliance standards, number of slots filled and vacant, presenting issues or concerns, Action Steps to remedy issues/concerns, etc</p>
<p>Employment Placement and Retention Services</p>	<p>The Selected Provider will submit a monthly report that details:</p> <ol style="list-style-type: none"> <li>1) Employment Placement data: <ul style="list-style-type: none"> <li>• Name of customer</li> <li>• Name of employer</li> <li>• Industry of employer</li> <li>• Date of Hire</li> <li>• Rate of Pay</li> <li>• Hours worked per week</li> <li>• Benefits</li> </ul> </li> <li>2) Retention Data: <ul style="list-style-type: none"> <li>• 90 day retention</li> <li>• 180 day retention</li> <li>• Rate of pay (denote if increase from hire)</li> <li>• Hours worked per week (denote if increase or decrease from hire)</li> <li>• Benefits</li> <li>• The report must include all required support/verification documentation</li> </ul> </li> </ol>

Data, information and reporting timeframes detailed in each specified report or review outlined above may be adjusted at the discretion of FCDJFS.

## **VI. ROLES AND RESPONSIBILITIES**

### **6.1 Vendor Responsibilities:**

- Comply with all *applicable* rules and regulations governing the source of funding for this program
- Provide all services identified within RFP and within the contract terms and conditions
- Work with FCDJFS to develop and maintain appropriate service levels
- Follow all rules and regulations governing the implementation and provision of services
- Comply with Procurement Requirements – see Article II of the Contract Boilerplate
- Comply with Compliance Requirements – see Article II of the Contract Boilerplate
- The Vendor agrees to comply with Ohio Revised Code 2151.86 relating to Criminal Records Checks.
- Maintenance of documentation of the delivery of services, inclusive of, but not limited to data elements listed in sections 3.2 Case Management Services and 3.3 Data Collection, Tracking, Analysis and Reporting
  - Other data elements as defined by FCDJFS on a regular or ad hoc basis
- Collection and Maintenance of fiscal data as required by FCDJFS
  - Maintain and report to FCDJFS fiscal data and all related service expenditures,
  - Maintain fiscal records in accordance with generally accepted accounting practices
- Submit invoices and reports according to the guidelines established by FCDJFS
- Permit site and monitoring visits by FCDJFS staff or the agency's designees in order to monitor files, financial records and service implementation

## 6.2 Franklin County Department of Job and Family Services Responsibilities:

- Provide ongoing technical assistance related to, but not limited to, overall program implementation, eligibility, and allowable activities and expenses
- Determine the eligibility and work requirements for each customer referred for services
- Approve or Deny all sanction recommendations and take all appropriate actions on cases
- Act as the final authority regarding eligibility questions and the handling of grievances
- Review, and process invoices for payments
- Monitor all programs at least once during the course of the subaward. Monitoring will include, but may not be limited to, the following requirements:
  - Programmatic Monitoring
    - Verify the contracted scope of service has been implemented
    - Observe youth participation, attendance and supervision
    - Review participant files
    - Monitor and review program performance in relationship to stated program goals
  - Fiscal monitoring
    - Payroll monitoring, including paycheck distribution
    - Review of any expenditures attributed to this funding
    - Documentation of and adherence to internal controls

**6.3 Partnership Agreements, Subcontracts, Professional Fees and Contracted Services:** A partnership agreement is needed when the Bidder's proposal includes one or more entities in the provision of the program or services.

A subcontract agreement is applicable when a Bidder submits a proposal but later deems it necessary to involve additional entities in the provision/operation of the program. Because this is done post-contract approval, subcontract agreements are subject to federal procurement requirements. Each subcontract must be procured in accordance with The Franklin County Purchasing Department's Manual of Procedures or the Bidder (Vendor's) procurement requirements, whichever are more restrictive, and be approved prior to the award of a subcontract by FCDJFS.

Professional Fees and Contracted Services are services for which the Bidder has an established service agreement or plans to engage in a service agreement with a non-staff individual or entity for the provision of a specified service.

All agreements (partnership, subcontract, professional fee and/or contracted service) must include:

- A description of the services to be rendered, rate of pay, estimate of time required, total amount of the agreement, time period of the agreement, termination provisions and any other descriptive information regarding the services to be provided.
- A clear definition of the role that each entity will assume in implementation of the program/service
- The name and contact information of the authorized representative in order to confirm the details of the relationship

Once the Bidder's proposal has been recommended and approved for funding all agreement types are subject to the same terms, conditions and covenants contained in the contract for the Vendor (Bidder). The Vendor is responsible for all applicable monitoring and compliance of their subcontracted agreements. Additionally, the vendor is required to secure the following documentation that verifies that the partner/subcontractor is in no way excluded from receiving federal, state or local funds: (a) System for Award Management (<https://www.sam.gov/portal/public/SAM>); and (b) The Auditor of the State of Ohio Findings for Recovery Database (<http://auditor.state.oh.us/OnlineServices/FFR/default.htm>)

All partnership agreements, professional fees and contracted services costs must be accounted for in the Bidder's/Vendor's budget as Professional Fees or Contracted Services. The Vendor must submit a copy of any/all partnership agreements at the time of the submission of the proposal and subcontract agreements no later than (30) thirty days after the effective date of the agreement. No payment shall be made without an agreement on file at FCDJFS. The Vendor is responsible for making direct payment for such services to the partner or subcontractor. No partnership or subcontract agreement shall in any case relieve the Vendor of any duty, obligation, or liability.

## VII. PROCUREMENT SCHEDULE

**7.1 Bidders' Conference:** FCDJFS will hold a Bidders' Conference on Thursday, July 17, 2014, at 2PM at FCDJFS Northland Village, located at 1721 Northland Park Avenue, Columbus, Ohio (the entrance is in the rear of the building). The purpose of the Bidders' Conference is to review the requirements of this RFP, Provide an overview of the Math and Reading Program Component Requirements, Provide an Overview of the NEW Digital Badges Initiative, Provide an Overview of Compliance and Monitoring and to respond to participants' questions regarding any aspects of the RFP. **Attendance at the Bidders' Conference is MANDATORY to submit a proposal.** The Bidders' Conference is the most effective opportunity for the Bidder to gain an understanding of the focus and priorities of the RFP and to ensure that the Bidder completely understands the submission requirements and processes.

**7.2 Mandatory Letter of Intent:** The Mandatory Letter of Intent is due to FCDJFS by 4:00PM on Friday, July 18, 2014. The Mandatory Letter of Intent will authorize you to submit a proposal but does not commit the Bidder to submit an application. The Mandatory Letter of Intent allows FCDJFS to effectively plan for the maximum number of proposals to be received and reviewed. Proposals will be disqualified if a Mandatory Letter of Intent was not received. (See Attachment A for the form).

### 7.3 Schedule:

Event	Date	Time	Comment
RFP Release	Thursday, July 10, 2014	n/a	RFP documents posted at website below <a href="http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm">http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm</a> .
Pre-Bidders' Conference Q&A, Submission Deadline	Wednesday, July 16, 2014	By 12pm, noon	Email questions to <a href="mailto:dssrfp@fcdjfs.franklincountyohio.gov">dssrfp@fcdjfs.franklincountyohio.gov</a> Questions will be answered at the Bidders Conference
Bidders' Conference	Thursday , July 17, 2014	2pm	FCDJFS Northland Village 1721 Northland Park Avenue (South/Rear Entrance)
Mandatory Letter of Intent Deadline	Friday , July 18, 2014	By 4:00PM	Submit at the Bidders' Conference or via email to <a href="mailto:dssrfp@fcdjfs.franklincountyohio.gov">dssrfp@fcdjfs.franklincountyohio.gov</a> or by fax 614-233-2092
Post Bidders' Conference Q&A, Submission Deadline	Tuesday, July 29, 2014	By 12pm, noon	Email questions to <a href="mailto:dssrfp@fcdjfs.franklincountyohio.gov">dssrfp@fcdjfs.franklincountyohio.gov</a>
Q&A Responses Posted	Friday, August 1, 2014	By 4PM	Q&A Responses will be posted at the website below: <a href="http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm">http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm</a> .
Proposal Submission Deadline	Thursday , August 7, 2014	By 4:00PM	Submission overview is in Section IX (Proposal Packets accepted at West (Employee) Entrance <b>Only</b> )
Event	Date	Time	Comment
Review & Selection Process, Negotiations	August 8 – Sept. 5, 2014	n/a	This is an estimated timeline
Commissioners' Approval (General Session)	Tuesday, September 23, 2014	n/a	Tentative Date
Contract Start Date	October 1, 2014		

All documents posted at: <http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm>.

**7.4 Electronic Question & Answer Period; RFP Clarification Opportunity:** Bidder may submit questions regarding this RFP during the established question period. Questions to this RFP must reference the relevant part of this RFP (section number and heading). FCDJFS may, disregard any questions that do not appropriately reference the RFP section. Participation is optional but is highly encouraged.

The questions must be submitted via email to [dssrfp@fcdjfs.franklincountyohio.gov](mailto:dssrfp@fcdjfs.franklincountyohio.gov). The subject line of the email must state: Q&A 25-15-RFP-01 WFD. The following are the two submission dates for questions related to this RFP.

Q&A Period	Submission Deadline Date and Time	Final Response Posting Date and Time
Pre-Bidders' Conference Q&A	Wednesday, July 16, 2014 By 12 noon (Responses provided at Bidders Conference)	Friday, August 1, 2014, By 4:00PM
Post-Bidders' Conference Q&A	Tuesday, July 29, 2014 By 12pm Noon	

Clarifying questions asked and FCDJFS' responses to them comprise the "25-15-RFP-01 WFD Q & A Document" for this RFP. FCDJFS responses to all questions submitted via email meeting the criteria listed above will be posted at <http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm>. for reference by all potential Bidders. **FCDJFS will not send personalized or individual e-mail responses.**

Proposals submitted in response to this RFP are to take into account any information contained in the Q & A Document.

**If any changes are made to the RFP as a result of the Q & A, an addendum to the RFP will be posted on the Franklin County website:** <http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm>.

**It is the responsibility of all Bidders and potential Bidders to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding the RFP.**

**VIII. COMMUNICATION PROHIBITION.**

From the release date of the RFP until the notification period, there must be no communications concerning the RFP between any Bidder and any employee of FCDJFS or any other individual regardless of his/her employment status who is in any way involved in the development of the RFP or the selection process. The only exceptions to this prohibition are as follows:

- As necessary in the case of any pre-existing business relationship between FCDJFS and a Bidder that could potentially respond to this RFP, in order to conduct that business;
- As part of an interview necessary for FCDJFS to make a selection decision;

Any Bidder that attempts any communications prohibited by this Section may be disqualified for consideration for this RFP by FCDJFS.

**IX. PROPOSAL FORMAT OVERVIEW**

The Proposal Packet must contain the content and all necessary attachments and required documents for the following sections:

<ul style="list-style-type: none"> <li>• Proposal Packet Table of Contents             <ul style="list-style-type: none"> <li>• Cover Page</li> <li>• Transmittal Form</li> <li>• Proposal Packet Table of Contents Form</li> <li>• Proposed Services Narrative</li> <li>• Proposal Attachments</li> <li>• Proposal Budget</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Required Documents             <ul style="list-style-type: none"> <li>• Required Documents Packet Table of Contents Forms</li> <li>• All required documents and forms listed on the table of contents must be attached</li> <li>• If the document is not applicable attach the cover page and denote Not Applicable</li> </ul> </li> </ul>
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**9.1 Proposal Packet Table of Contents:** A proposal packet table of contents form has been developed to assist Bidders in the submission of all proposal components. Bidders must provide correlating page numbers for each category. Page numbers will assist reviewers as they evaluate proposals. A title page must be included for each document. If the document is not applicable to the Bidder, the Bidder must still include a title page and indicate the form is not applicable. (See Attachment E)

**9.2 Proposed Services Narrative:** This template serves as the proposal narrative. This is the only form that will be accepted as a proposal narrative. This form must be used and completed fully for the proposal to be considered for review. (See Attachment F)

**9.3 Proposal Budget:** This template serves as the proposal budget. This is the only form that will be accepted. This form must be used and completed fully for the proposal to be considered for review. (See FCDJFS Vendor Budget template) the budget template document can be found at <http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm>.

When proposing a program the Bidder must prepare and submit a budget which demonstrates specifically how the funds will be spent. The Bidder **must** use the budget format provided by FCDJFS; **no other budget format will be accepted.**

- Complete the budget form for each year of the 3 year contract term. The budget form is formatted one year per tab with a summary recap page that will tabulate once the annual budget amounts have been entered.
- Provide brief narrative of the costs
- Demonstrate a link between proposed costs and the program's activities and outcomes
- Bidder must be prepared to defend and demonstrate that the costs to be incurred are reasonable and necessary

Bidders will not be paid for project overruns. The purpose of the budget is to provide an accurate representation of the actual costs that will be incurred by the Bidder to operate the proposed services. Proposed costs must be reasonable, allocable and allowable in accordance with applicable federal cost principles.

Budget Modifications must be submitted in writing and approved by FCDJFS.

The budget for the proposed services must reflect efficient administration and good management practices. Costs should be appropriate and competitive for delivery of the proposed program services. Bidders should present a sound approach to budgeting for the various aspects of program management and implementation. **Budgets will be evaluated in accordance with generally accepted accounting principles (GAAP), clear support of proposed program components and cost effectiveness.**

- Unallowable Costs: Use of federal funds for prohibited purposes will result in the loss or recovery of those funds. Funds may not be utilized for the following:
  - Advancement of political or religious points of view, fundraising or lobbying.
  - Distribution of factually incorrect or deceitful information.
  - Consulting fees for salaried program personnel to perform activities related to the program.
  - Default debts of any kind.
  - Lump sum indirect or administrative costs.
  - Contributions to a contingency fund.
  - Entertainment (for example paying for entertainment or food for program staff/management).
  - Fines and penalties.
  - Interest or other financial payments.
  - Contributions made on behalf of program personnel.
  - Costs to rent equipment or space owned by the funded agency.
  - Inpatient services.
  - The purchase or improvement of land.
  - The purchase, construction, or permanent improvement of any building.
  - Satisfying non-federal fund matching requirements to receive any federal funding.
  - Contracts for compensation with advisory board members.
  - Costs associated with the proposal/bid development.

**9.4 Required Documents and Table of Content Form:** Bidders are required to submit a number of documents with the proposals. A required documents packet table of contents form has been developed to assist Bidders in the submission of all required documents. Bidders must provide correlating page numbers for each item. Page numbers will assist reviewers as they evaluate proposals. A title page must be included for each document. If the document is not applicable to the Bidder, the Bidder must still include a title page and indicate the form is not applicable. (See Attachment G)

**9.5 Sensitive Personal Information:** It is the affirmative responsibility of the bidder to remove all personal confidential information (such as home addresses, phone numbers and social security numbers) of bidder's staff and/or subcontracted partner staffs' resumes or any other document contained in the proposal packet. Following submission to FCDJFS, all proposals become public record. FCDJFS reserves the right to penalize and/or disqualify a bidder whose proposal contains such prohibited personal information.

**9.6 Trade Secrets Prohibition; Public Information Disclaimer:** FCDJFS shall consider all proposals voluntarily submitted in response to this RFP to be free of trade secrets and such proposals shall, in their entirety, be made part of the public record. Bidders are prohibited from including any trade secret information as defined in ORC 1333.61 in their proposal in response to this RFP.

All proposals and any other documents submitted to FCDJFS in response to this RFP shall become the property of FCDJFS. After the selection of the vendor, any proposals submitted in response to this RFP are deemed to be public records pursuant to ORC 149.43. The term "proposal" shall mean the technical proposal, all attachments and appendices, and the proposal budget.

Any proposal submitted in response to this RFP which makes claims of trade secret information may be penalized and/or disqualified.

**Bidders that do not meet all the above qualifications may be disqualified from further consideration.**

## **X. PROPOSAL SUBMISSION OVERVIEW**

For the proposal to be considered, the bidder must submit 2 Packets (plus required copies):

1. **Proposal Packets:** submit **ONE (1) Original** Packet (documents with signatures should be in blue ink) plus **SEVEN (7) copies** for a **total of EIGHT (8)** Complete Proposal Packets
2. **Required Documents Packet:** submit **ONE (1) Original** Required Documents Packet (documents with signatures should be in blue ink) plus **THREE (3) copies** for a **total of FOUR (4) Required Documents Packets**

The Completed Proposal must be received by (and only by) the Development Support Services Staff **NO LATER THAN 4:00 pm on Thursday, August 7 2014.**

The Bidder must submit the proposal by hand delivery, courier or mail to:

**Franklin County Department of Job and Family Services**  
Attention: Amiee Bowie, Deputy Director of Development Support Services  
Development Support Services  
Northland Village  
1721 Northland Park Avenue  
Columbus, OH 43229-1574

**Proposals may NOT be submitted by facsimile or other telecommunication or electronic means.**

**Proposals submitted or delivered after the specified timeline will not be accepted.**

Bidders assume the risk of the method of submission chosen. FCDJFS assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Hand delivered proposals may be delivered **ONLY** between the hours of 9:30 am and 4:00 pm Monday through Friday, excluding holidays observed by FCDJFS. **PROPOSALS MUST BE DELIVERED TO DEVELOPMENT SUPPORT SERVICES STAFF LOCATED AT THE WEST (EMPLOYEE) ENTRANCE OF 1721 NORTHLAND PARK AVENUE.** Bidders should be mindful to consider parking and security when delivering proposals.

Proof of delivery includes either of the following: dated receipt from FCDJFS or a dated invoice/receipt from a commercial courier.

**NO EXTENSIONS OF TIME WILL BE GRANTED**

Proposals will be reviewed as received and **must be complete** at the time of submission. All proposal packets and accompanying documents will become the property of FCDJFS and will not be returned. All documents submitted to FCDJFS as part of the proposal become public information if a contract is approved and will be available for review and inspection to anyone submitting a request to do so. FCDJFS does not encourage the submission of confidential or proprietary information in response to this RFP. The submission of a proposal will be considered by FCDJFS as constituting an offer to perform the program services indicated for the stated program costs.

## **XI. PROPOSAL REVIEW AND EVALUATION**

The review process will be conducted in three (3) parts: Technical Proposal Bid Review, Committee Proposal Review and Evaluation, and Administrative Review

**11.1 Technical Proposal Review:** This review examines the bid to ensure it meets the minimum qualifications specified in the RFP. Points are assigned to major sections of the proposal packet. Proposal Packets are scored accordingly. Packets missing pages or documents or have incomplete information will have points deducted. Proposals missing complete sections of the proposal packet (i.e. program overview, budget, required documents, or program attachments) will be deemed unresponsive.

A proposal must meet the minimum conditions and required to be reviewed:

- Attendance at the Mandatory Bidders Conference
- Submission of a Mandatory Letter of Intent by the specified deadline
- Submission of the Proposal Packet and the Budget by the specified deadline in the format specified by this RFP
- Submission of the Required Documents Packet by the specified deadline in the format specified by this RFP

A proposal that is submitted that does not meet the minimum conditions and requirements will be deemed Non-Responsive and will not be reviewed.

**11.2 Committee Proposal Review and Evaluation:** All proposals meeting the requirements stated above will be reviewed, evaluated and rated by a Review Committee that may be composed of FCDJFS staff in the relevant program areas and of other community representatives. Review Committee members will not include Bidders to this RFP or anyone who may have a conflict of interest that would prohibit a fair and equitable review process.

Proposal submissions must meet all qualifications and format specifications as stated in this RFP and include all required attachments and documents. Evaluation points will be deducted if these requirements are not met.

The Review Committee shall review all qualified proposals. A standard Proposal Evaluation Rating Sheet will be used. See the draft Evaluation document (Attachment M)

Proposals containing a lack of sufficient detail, poor organization and/or lack of proofreading will be evaluated accordingly.

Bidders should not assume that the review team members are familiar with any current or past work that Bidder may have completed with FCDJFS. Review Committee members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the bid review and selection process.

The Review Committee will evaluate each proposal against the criteria specified in the RFP. During the evaluation, the Review Committee may request additional information from the Bidder. Failure to respond to such requests for information will result in the proposal being reviewed as submitted. Such information requests and Bidder's responses must always be in writing and submitted via email to [dssrfp@fcdjfs.franklincountyohio.gov](mailto:dssrfp@fcdjfs.franklincountyohio.gov)

The Review Committee may consider information from sources other than the written bid to evaluate the Bidder's administrative abilities. Other sources of information may include, but are not limited to, written responses to any clarifying questions posed by the Review Committee, Bidder's experience in administering similar services, and any monitoring data regarding Bidder's performance of current or prior contracts with FCDJFS. This information must be based on factual data and provided in writing.

If it is deemed necessary the review team or FCDJFS Staff may require bidders to provide oral presentations to further evaluate the proposals.

**11.3 FCDJFS Administrative Review:** Following the detailed scoring by the Review Committee, the results will be evaluated by FCDJFS administration in order to ensure that all factors related to planned performance were considered. In selecting the successful proposal, the FCDJFS evaluation will take into consideration, but will not be limited to:

- Criteria used in the Review Committee's review process.
- Funding recommendations as a result of the technical and committee review
- Assurance that the Board of Commissioners and FCDJFS program outcomes and priorities are met.
- Overall responsiveness and completeness of the proposal as well as the likelihood that, in the opinion of FCDJFS and at the sole discretion of FCDJFS, the proposal best meets or exceeds FCDJFS's expectations.
- Strength and stability of the Bidder to provide the requested services.
- Ability to meet the project timelines.
- Scope of services being proposed.
- Partnership agreements.
- Any other factors considered relevant by FCDJFS and demonstrated by the proposal or investigation by FCDJFS.
- Budget analysis, including reasonable and cost effectiveness of proposed services.
- Any other factors considered relevant by FCDJFS, including performance, monitoring reports and audits on prior and current contracts with FCDJFS.
- Experience with a similar project/program of comparable size and scope, including any available information regarding program results. FCDJFS statistics from prior contracts will be included in the administrative review process when applicable.
- FCDJFS at its discretion may invite Bidder(s) for oral presentations if determined necessary.

The final composite Review Committee Evaluation Rating Sheet, which includes the Bidder's prioritized ranking, will be maintained on file by FCDJFS. In the evaluation and recommendation selection process FCDJFS will take into consideration factors other than the costs. FCDJFS will also consider services and program offering/coverage for the entirety of the county

## **XII. NOTIFICATION OF INTENT TO NEGOTIATE CONTRACT**

FCDJFS will notify all Bidders the status of the submitted proposals at the completion of the review process. The Bidder(s) whose proposal(s) was recommended will be notified of this decision and will be contacted by FCDJFS staff to negotiate the final terms and conditions of the contract. All contracts are contingent upon the approval of the Franklin County Board of Commissioners. The proposed contract is not valid and legal until it has been approved and executed, in signature, by the Franklin County Board of Commissioners. Approval and continuation of a contract for these program services is contingent on the availability of federal, state, and local program funds and the continued authorization of funds under current legislation and the performance of the Vendor.

Bid selection does not guarantee that a contract for services will be awarded. In the event that negotiations fail with the Bidder, issues arise during negotiations that prevent FCDJFS from contracting with the Bidder, or the Franklin County Board of Commissioners does not approve the contract of the Bidder, FCDJFS reserves the right to terminate the negotiation process. If this happens, FCDJFS, in its sole discretion, reserves the right to: (1) select another Bidder that responded to the RFP, (2) cancel the RFP or (3) reissue the RFP.

The Bidder may neither perform work nor submit an invoice for payment for work performed under this RFP for any time period prior to contract approval by all applicable parties. This includes any costs associated with proposal development

**12.1 Post Selection Meeting:** If after the Selected Provider is chosen, an unsuccessful Bidder wishes to discuss the selection process, the unsuccessful Bidder may request an informal meeting with FCDJFS to discuss the selection process. The request for the meeting must be submitted via email to [dssrfp@fcdjfs.franklincountyohio.gov](mailto:dssrfp@fcdjfs.franklincountyohio.gov) and a technical assistance meeting date will be scheduled.

### **12.2 Payment Process.**

- FCDJFS will negotiate unit rates with the Vendor upon contract negotiations
- The Vendor must submit invoices monthly to FCDJFS no later than fifteen (15) calendar days following the month of service.
- The Vendor must use the invoice format provided by FCDJFS. The invoice summary will show the date of the invoice and the period for which the services billed were rendered.
- Invoices may be submitted only for actual services provided during the effective dates of the contract, not to exceed the number of units or the total dollar amount authorized by FCDJFS, and must reflect the approved unit cost for each unit of service or the actual dollar amount of reimbursable and administrative expenses, as appropriate.

- The Vendor must certify that claims made to FCDJFS for payment of purchased services are for actual services rendered to eligible individuals and are for the completion of contracted performance measures/standards.
- FCDJFS will review the submitted invoice for completeness and accuracy before making payment contingent upon the availability of federal, state and local program funds. The expenditures reported on the invoice are subject to review by FCDJFS before payment is made. FCDJFS maintains express authorization to adjust for mathematical error, incorrect unit rates and/or non-covered services.
- FCDJFS will not reimburse for services that do not have prior authorization, exceed the authorization or exceed the maximum dollar amount or units of the contract.
- Services billed more than thirty (30) calendar days after the end of the contract period will be disallowed by FCDJFS and the Vendor will not be paid for disallowed services.
- All reported expenditures and payments are subject to audit by duly authorized Federal, State, County and FCDJFS personnel.

### **XIII. CONSIDERATIONS**

Bidders and potential Bidders should be aware of the following considerations:

- This RFP does not constitute an offer. Acceptance of proposals for review does not commit FCDJFS to award a contract.
- FCDJFS is not liable for any costs incurred in the preparation of proposals.
- FCDJFS reserves the right to award contracts to a single Bidder or to multiple Bidders, or to reject any and all proposals or parts of proposals received.
- If FCDJFS elects to initiate contract negotiations, these negotiations cannot involve changes in FCDJFS requirements or the Bidder's proposal which would, affect the basis of the source selection and the competition previously conducted.
- FCDJFS does reserve the right to make modifications to the scope of work once a contract is in effect as deemed necessary to remain in compliance with funding, operational, programmatic or policy rules and regulations.
- FCDJFS reserves the right to negotiate program services and costs on any and all proposals or to cancel this RFP in part or in its entirety.
- Final contracts will be subject to applicable rules and regulations under the funding requirements.
- At the option of the FCDJFS, any or all aspects of the successful proposal(s) will become contract obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in the contract may result in cancellation of the award.

### **XIV. ADDITIONAL INFORMATION REQUESTS**

Requests from Bidders and potential Bidders for copies of previous RFPs, past proposals, score sheets or contracts for this or similar past projects are deemed to be public records requests and not clarification questions regarding the present RFP. Public record requests submitted in accordance with FCDJFS policy will be honored. The posted time frames for FCDJFS responses to emailed questions for RFP clarification do not apply to public records requests.

Requirements under a current project may or may not be required by FCDJFS under any future Contract and so may not be useful information for Bidders that choose to respond to the RFP. Therefore, Bidders are to base the RFP responses, details and costs of the proposed program on the requirements and performance expectations established in this RFP. The information can be provided in the Q&A document, NOT on details of a current or past related Contract. If Bidders ask questions about existing or past Contracts during the Q&A period, FCDJFS will use its discretion in deciding whether to provide answers.

## **XV. PROTEST PROCESS**

A Bidder may protest the decision resulting from the review of this RFP by following the guidelines listed.

- FCDJFS shall consider a **written** protest that is received by FCDJFS within five (5) business days of the meeting held pursuant to Section XII. The following should be included in the Notification of Protest: RFP name, Bidder's name, address, telephone number and email address of the protester
- The Bidder must then submit, within five (5) business days of the Notification of Protest, a formal protest in writing that must include a detailed statement of the grounds for the protest including copies of relevant documents.

The written protest must be mailed to:

**Franklin County Department of Job and Family Services**  
Laura Repasky, Deputy Director, Legal and Quality Support Services  
1721 Northland Park Avenue, 1<sup>st</sup> Floor  
Columbus, Ohio 43229



**Ohio Work First – Work Activities Services and Management  
REQUEST FOR PROPOSALS 25-15-RFP-01 WFD  
JULY 10, 2014**

**ATTACHMENTS**

Mandatory Letter of Intent Form.....	A
Proposal Format Instructions.....	B
Proposal Packet Cover Sheet.....	C
Required Documents Packet Cover Sheet .....	D
Proposal Packet Table of Contents Form .....	E
Proposed Services Narrative Form.....	F
Required Documents Packet Table of Contents Form .....	G
Required Documents Explanation.....	H
Delinquent Personal Property Tax Affidavit .....	I
Conflict of Interest Disclosure Form.....	J
FCDJFS Risk Assessment Form.....	K
FCDJFS Internal Controls Questionnaire.....	L
Review Committee Proposal Evaluation Form.....	M
Technical Review Evaluation Form.....	N
FCDJFS Self-Sufficiency Contract and Plan.....	O
FCDJFS Worksite Agreement Form.....	P
Contract Boilerplate.....	Q

**MANDATORY LETTER OF INTENT FORM – ATTACHMENT A**

The **Mandatory** Letter of Intent is due to FCDJFS by 4:00 PM on Friday, July 18, 2014. The **Mandatory** Letter of Intent will authorize you to submit a proposal but does not commit the bidder to submit an application. The **Mandatory** Letter of Intent allows FCDJFS to effectively plan for the maximum number of proposals it will receive and need to review. Proposals will not be considered if a Mandatory Letter of Intent was not received.

**MANDATORY LETTER OF INTENT TO SUBMIT A RESPONSE TO A REQUEST FOR PROPOSALS**

**YOU MUST SUBMIT THIS LETTER IN ORDER TO SUBMIT A PROPOSAL**

**FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
1721 Northland Park Avenue  
Columbus, Ohio 43229  
Fax: 614.233.2092**

**\*\*\* PLEASE TYPE OR PRINT CLEARLY \*\*\***

TO: Amiee Bowie, Deputy Director, Development Support Services

FROM: Director/President/CEO: Phone:  
(NAME)

E-mail Address:

RE: Letter of Intent for RFP Title: **Ohio Work First – Work Activities Services and Management (25-15-RFP-04 WFD)**

Click here to enter Agency Name intends to submit an application in response to the Request for Proposals indicated above. Please direct all correspondence to the contact person identified below.

Name: Title:  
Address: Apt/Ste/FI:  
City: State: Zip:  
Telephone Number: Fax Number:  
E-mail Address:

Submission of this form by **4:00 pm on Friday, July 18, 2014** will ensure all notifications regarding addenda to or clarifications of this RFP. After the Bidders' Conference, all subsequent questions and answers will be forwarded to Bidders. Failure to submit a Mandatory Letter of Intent will result in the bidder's exclusion from this list, which will result in missing notification of significant information regarding this process. **The Mandatory Letter of Intent must be received by the established deadline in order to submit a proposal.**

\_\_\_\_\_  
(Signature) (Date)

Click here to enter Agency Name Click here to enter Title

The Franklin County Department of Job and Family Services reserves the right to disqualify any application that does not comply with the following instructions:

- **Binder Clips-** All components of the Proposal and Required Documentation packets must be held together by **binder clips** at the upper left corner. No paperclips, binders, folders or any format that will make photocopying difficult will be accepted.
- **Page Numbers-** Page numbers must be included on **every** page of the application and Required Documents
- **Page Limit** – The Service Proposal Narrative cannot exceed 25 pages (this does not include the Attachments, Budget and Required Documents)
- **Paper Size-** All pages must be on standard 8½” x 11” letter size paper
- **Font Size** – Must be a minimum of 11 point font
- **One Sided Copies-** Proposals and Required Documents **must** be submitted as one sided copies
- **Blue Ink-** All documents requiring signature must be signed in **BLUE** ink
- **Originals-** The 1 original Proposal and 1 Required Documentation packets must be marked **“ORIGINAL”**
- **Copies** – There must be 7 copies of the Proposal submitted and 3 copies of the Required Documentation



## Ohio Work First – Work Activities Services and Management

### ORGANIZATION NAME

[Click here to enter text.](#)

**AUGUST 2014  
25-15-RFP-01 WFD**

### Proposal Packet

The Franklin County Department of Job and Family Services (FCDJFS) requires the following information from bidders that submit proposals in response to any FCDJFS Requests for Proposals (RFP's). FCDJFS reserves the right to reject the bidder's proposal if the form is not completed accurately. Bidders are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to FCDJFS.



## Ohio Work First – Work Activities Services and Management

### ORGANIZATION NAME

[Click here to enter text.](#)

**AUGUST 2014**  
**25-15-RFP-01 WFD**

### Required Documents Packet

The Franklin County Department of Job and Family Services (FCDJFS) requires the following information from bidders that submit proposals in response to any FCDJFS Requests for Proposals (RFP's). FCDJFS reserves the right to reject the bidder's proposal if the form is not completed accurately. Bidders are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to FCDJFS.

## PROPOSAL PACKET TABLE OF CONTENTS FORM – ATTACHMENT E

Check each box where you have provided the described information and list the correlating page numbers.

**Organization:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Title of RFP: **Ohio Work First – Work Activities Services and Management (25-15-RFP-01 WFD)**

1.  **Cover Sheet** page(s) \_\_\_\_\_
2.  **Proposal Packet Table of Contents Form** page(s) \_\_\_\_\_
3.  **Proposed Services Narrative** page(s) \_\_\_\_\_
4.  **Attachments**
  - a.  Partnership Agreements or Contracted Services page(s) \_\_\_\_\_
  - b.  Table of Organization of the Bidder's Organization page(s) \_\_\_\_\_
  - c.  Table of Organization for the Project page(s) \_\_\_\_\_
  - d.  Job Descriptions page(s) \_\_\_\_\_
  - e.  Resumes or Curricula vitae page(s) \_\_\_\_\_
  - f.  Optional Attachments page(s) \_\_\_\_\_
5.  **Budget** page(s) \_\_\_\_\_

**PROPOSED SERVICES NARRATIVE FORM ATTACHMENT F**

**PART I: ORGANIZATION INFORMATION**

<b>FCDFJS RFP Title:</b>		<b>Proposal Due Date:</b>
Ohio Works First Work Activities Services and Management		Thursday, August 7, 2014 by 4:00 pm
<b>Bidder's Legal Name:</b>		<b>Bidder's Federal Tax ID #:</b>
<b>Bidder's Mailing Address:</b>		<b>Bidder's Corporate Address:</b>
<b>Bidder Main Phone Line:</b>	<b>Bidder's Fax Number:</b>	<b>Bidder's Website:</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.
<b>Type of Organization</b>		<b>Faith Based?</b>
<input type="checkbox"/> 501(c)(3) Non-profit <input type="checkbox"/> For-profit business <input type="checkbox"/> Government Entity <input type="checkbox"/> Education Institute <input type="checkbox"/> Other (please describe):		<input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Note for faith-based organizations:</b> Subaward funds may not be used to fund any inherently religious activities, such as worship, religious instruction or proselytization. Applicants may still engage in inherently religious activities, but such activities <u>must be separate in time and/or place from the funded program</u> and participation in such activities by individuals receiving services from the Subrecipient or a subcontractor must be voluntary.
<b>Executor Director/President/CEO:</b>		
Name:		<b>Is this person authorized to:</b>
Direct Line:		Sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		Modify Budgets: <input type="checkbox"/> Yes <input type="checkbox"/> No
		Modify Services: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Chief Finance Officer:</b>		
Name:		<b>Is this person authorized to:</b>
Direct Line:		Sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		Modify Budgets: <input type="checkbox"/> Yes <input type="checkbox"/> No
		Modify Services: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Primary Program Contact Person:</b>		
Name & Title:		<b>Is this person authorized to:</b>
Direct Line:		Sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		Modify Budgets: <input type="checkbox"/> Yes <input type="checkbox"/> No
		Modify Services: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Secondary Program Contact Person:</b>		
Name & Title:		<b>Is this person authorized to:</b>
Direct Line:		Sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		Modify Budgets: <input type="checkbox"/> Yes <input type="checkbox"/> No
		Modify Services: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Primary Billing/Invoice Contact Person:</b>		
Name & Title:		<b>Is this person authorized to:</b>
Direct Line:		Sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		Modify Budgets: <input type="checkbox"/> Yes <input type="checkbox"/> No
		Modify Services: <input type="checkbox"/> Yes <input type="checkbox"/> No

**PART II: Proposal Narrative:**

1. Provide a brief description/history of your organization. Include the mission statement, vision statement and strategic goals and/or initiatives. Describe the organization's structure as it relates to the provision of workforce services.

2. Describe the organization's experience and ability to successfully manage similar size and scope projects. Include, but do not limit your response to, the scope of work, quality of work, timeliness and cost effectiveness of services, challenges, lessons learned and successes. Your response must demonstrate that you have at least 3 years experience of managing work activity and workforce services for OWF customers. Attach three (3) letters of reference from current or recent past contractual relationships.

3. Describe how your organization will provide the scope of services detailed in the RFP to the projected number of customers in accordance with all programmatic rules and requirements of FCDJFS. This response must include but is not limited to the following:

a. A detailed description of the services to be provided including, but not limited to, information related to curricula used, schedule of service, outputs and outcomes of services

b. A detailed description of the service delivery model inclusive of how a customer is expected to move through the services

c. A detailed description of established and proposed subcontracted partners, their roles and responsibilities and payment structure

d. A detailed description of the recruitment, development and management plans for work experience and community service sites as detailed in the RFP. The bidder must demonstrate the capacity to manage this work as evidenced by existing partnerships and relationships with local service providers, public and private business sectors and other relevant local entities and community organizations

e. A detailed description of how the organization will develop and management business relationships and successfully conduct employment placement and retention services in accordance with the RFP

f. A detailed description of the case management services the organization will provide in accordance with the RFP. This should include, but not be limited to the electronic system that will be used and its functionality, a description of the data that will be collected, how the staff will utilize the system to track customer assessments, case plans, service needs and services utilized, and how information will be transmitted to FCDJFS

g. A detailed description of how you organization will provide services that are culturally and linguistically appropriate. Bidders must provide meaningful access to services to all eligible customers. The ODJFS Office on Civil Rights defines meaningful access as: the ability to use services and benefits comparable to those enjoyed by members of the mainstream cultures. It is achieved by eliminating communication barriers and ensuring that the client or potential client can communicate effectively. An organization must ensure that the LEP (limited English Proficient) person:

- Is given adequate information
- Is able to understand the services and benefits available
- Is able to receive services for which he or she is eligible
- Can effectively communicate the relevant circumstances of his or her situation to the service provider; and
- Receives language assistance at no cost

4. Describe the organizational capacity to manage the size and scope of the services identified in the RFP. This response must include staffing and management structures or plans, and a project timeline.
- Staffing plan must detail the staffing structure, roles and responsibilities, and qualification of the bidder's staff as well as the staff requirements and structure of any subcontracted partners. This should include education, career history, workforce development competencies and experience, staff position descriptions, and resumes.
  - Management Plan must demonstrate the overall structure of the proposed service delivery model and how that structure will be sufficiently managed. This should be inclusive of all established and proposed subcontracted relationships.
  - Project timeline should include but not be limited to hiring and training, services schedules, reporting timelines and other major activities related to the operation of these services

5. Describe the IT capacity to manage the project and all requisite data as evidenced by electronic case management, timekeeping and reporting systems. Describe in detail the system(s) to be used, how the system(s) are managed and secured, how will customers, worksites and staff will access and use the system; how information will be transmitted to FCDJFS. How will your organization assure that data is captured, and available for review and reporting in real-time. Describe your organization's data back-up processes and disaster recovery plan.

6. Describe your organization's fiscal and administrative management systems. Inclusive of an accounting system with adequate financial controls; adequacy of approved cost allocation plan; audits and fiscal monitoring reports free of findings; historically accurate and timely financial and programmatic information.

7. Provide any additional information, not already provided, that your organization deems is pertinent for FCDJFS to review in consideration of this proposal.

# REQUIRED DOCUMENTS PACKET TABLE OF CONTENTS FORM – ATTACHMENT G

Check each box where you have provided the described information and list the correlating page numbers.

Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Title of RFP: **Ohio Work First – Work Activities Services and Management (25-15-RFP-01 WFD)**

1. **Cover Sheet** page(s) \_\_\_\_\_

2. **Required Documents**

a.  Board of Directors page(s) \_\_\_\_\_

b.  Letter of Authorization page(s) \_\_\_\_\_

c.  Written Accounting System Policy and Procedures page(s) \_\_\_\_\_

d.  Most Recent Financial Audit/Report page(s) \_\_\_\_\_

e.  Certificate of Professional Liability Insurance page(s) \_\_\_\_\_

f.  Articles of Incorporation page(s) \_\_\_\_\_

g.  Certificate of Continued Existence or Good Standing page(s) \_\_\_\_\_

h.  Worker's Compensation Certificate page(s) \_\_\_\_\_

i.  Delinquent Personal Property Tax Affidavit page(s) \_\_\_\_\_

j.  Conflict of Interest Form page(s) \_\_\_\_\_

k.  W-9 Form page(s) \_\_\_\_\_

l.  Charitable Organization Registration Statement  
(if applicable) page(s) \_\_\_\_\_

m.  FCDJFS Risk Assessment Form page(s) \_\_\_\_\_

n.  FCDJFS Internal Controls Questionnaire page(s) \_\_\_\_\_

### Proposal Packet Table of Contents Form

A proposal packet table of contents form was developed to ensure that bidders submit all of the required proposal components. Proposal components include the Workforce Development Program Overview, a completed budget document and seventeen additional attachments. Bidders must check the appropriate boxes for the information provided. Bidders must also provide correlating page numbers for each category. Page numbers will assist reviewers to evaluate proposals. (**See Attachment E**)

### Program Budget Document

The Document is available as accompanying documents and can be found at <http://jfs.franklincountyohio.gov/vendor-information/current-request-for-proposal.cfm>

### Required Documents Packet Table of Contents Form

The required documents packet table of contents was developed to ensure that bidders submit all documents required by FCDJFS in order to obtain a subaward agreement. Bidders are to check each box where the information has been supplied. Bidders must also provide correlating page numbers for each category. Page numbers will assist reviewers evaluate the required documents. (**See Attachment G**)

Required Documents:

- **Cover Sheet-** (form provided by FCDJFS) outlining basic organizational information
- **Board of Directors-** current list including names, addresses and affiliations (if applicable)
- **Letter of Authorization-** from the bidder's Board of Directors or other appropriate entity identifying the individual who is empowered to sign a subaward agreement, including his/her title
- **Written Accounting System Policies and Procedures-** describing the following: cost allocation methodology, separation of duties, accounts payable, accounts receivable, petty cash, cash receipts, disbursement, payroll, travel, cell phones (if applicable), credit cards and procurement
- **Financial Audit:** A COPY of one of the following (listed in order of preference): **(1)** an A-133 Audit, **(2)** an Independent Audit of Financial Statements (inclusive of the management letter addressing internal controls) or **(3)** a Certification, completed within the last 3 years, of the bidder's Balance Sheet and Profit/Loss Statement, Revenue/Expenditures Statement or Income/Expense Statement from an independent or contracted CPA or Accounting Firm (if the entity completing the certification is not independent the relationship must be disclosed in the statement) – Do NOT submit a bound original – This must be a copy of the ENTIRE document
- **Certificate of Professional Liability Insurance-** current
- **Certificate of Continued Existence or Certificate of Good Standing from the Ohio Secretary of State-** most recent
- **Worker's Compensation Certificate -** most recent; showing risk number
- **Delinquent Personal Property Tax Affidavit -** (form provided by FCDJFS) signed and notarized; this must be submitted by each bidder (**See Attachment I**)

- **Conflict of Interest and Ethics Compliance Certification and Disclosure** - (form provided by FCDJFS) If an officer, employee, agent, or representative of the Bidder has a personal, familial, or business relationship with, or is otherwise connected to, an employee of FCDJFS, then the Bidder must disclose that information to FCDJFS on the *Conflict of Interest Disclosure Form (See Attachment J)* provided herewith. (Please note that such a disclosure will not necessarily result in disqualification.)

The Bidder shall refrain from conduct which could result in violations of conflicts of interest and/or ethics laws as found in Chapters 102 and 2921 of the Ohio Revised Code, as well as Executive Order 2007-01S (if applicable), and shall take no action inconsistent with same. The Bidder must also refrain from soliciting an FCDJFS employee to violate any of the conduct requirements that apply to such employees.

Failure by the Bidder to comply with the above is grounds for FCDJFS disqualify the subaward agreement, termination of the contract agreement and/or prosecution. FCDJFS reserves the right to exercise civil remedies against the Bidder for violations of the conflicts of interest and/or ethics requirements.

- **W-9 Form** - signed; this must be submitted by each bidder. Download the form at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- **Charitable Organization Registration Statement** - with the Ohio Attorney General (if applicable) the instructions for preparing Ohio's Annual Financial Report of Charitable Organization states, "The filing of an annual financial report by a registered charitable organization is a requirement pursuant to both the Ohio Charitable Trust Act and the Ohio Charitable Organizations Act. If the organization is registered pursuant to the Ohio Charitable Trust Act (Sections 109.23-.33, Ohio Revised Code), and has gross receipts of more than \$5,000 or gross assets of more than \$15,000, it must file an annual financial report with the Attorney General. A completed Annual Financial Report of Charitable Organization form satisfies this requirement. In lieu of this form, the organization may file a complete copy of its annual federal return that is required to be filed with the Internal Revenue Service (such as a Form 990). The Ohio Charitable Organizations Act (Chapter 1716, Ohio Revised Code) requires every charitable organization that intends to solicit contributions in Ohio (with certain statutory exceptions) to register annually with the Attorney General. A completed Annual Financial Report of Charitable Organization form is required to be included as part of the registration statement filed by the organization. In lieu of this form, the organization may file a complete copy of its annual federal return that is required to be filed with the Internal Revenue Service (such as a Form 990)". For more information and to download a registration form visit the Ohio Attorney General's Website at [www.ohioattorneygeneral.gov](http://www.ohioattorneygeneral.gov).
- **Risk Assessment** - (form provided by FCDJFS) To ensure adequate monitoring is performed and resources are used efficiently, the risk assessment assists in identifying risk factors and determines the level of monitoring that shall occur during the contract period.
- **Internal Control Questionnaire** - (form provided by FCDJFS) To ensure the contractor has safeguards in place to protect the integrity of their programs, the internal control questionnaire provides reasonable assurance regarding effectiveness and efficiency of operations; reliability of financial reporting; and compliance with applicable laws and regulations thereby minimizing the likelihood of wastes, fraud and abuse.

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT – ATTACHMENT I**

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as part of The Franklin County Department of Job and Family Services Purchase of Service Subaward/Vendor Agreement with [Click here to enter Agency Name](#)

State of Ohio:

County of Franklin, ss:

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is  
(Name)

the \_\_\_\_\_ of \_\_\_\_\_  
(Title)

(the “Subrecipient/Vendor”) and as the Subrecipient/Vendor’s duly authorized representative states that as of \_\_\_\_\_, 2014:

- The Subrecipient/Vendor is not charged with delinquent property taxes on the general list of personal property in Franklin County, Ohio or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.
- The Subrecipient/Vendor is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

<u>County</u>	<u>Amount:</u> (include total amount and any penalties and interest thereon)
Franklin	\$ _____
_____	\$ _____
_____	\$ _____

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Notary Public)

Section 5719.042 O.R.C. (Seal)      My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM – ATTACHMENT J**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Position in company: \_\_\_\_\_

Please describe below any and all relationships and/or connections you have to any FCDJFS employee(s) that could contribute or could be viewed as potentially contributing, to a conflict of interest:

- I have no conflict of interest or potential conflict of interest, to report
- I have the following conflict of interest or potential conflict of interest, to report (please identify the individual[s] with whom you have, or may have, a personal, familial, or business relationship, or to whom you are otherwise connected):
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

I hereby certify that the information set forth above is true and complete to the best of my knowledge, and that I have reviewed, and agree to abide by, the Conflict of Interest and Ethics Compliance Certification and Disclosure provisions contained in the RFP.

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

**FCDJFS AGENCY RISK ASSESSMENT FORM – ATTACHMENT K**

**Agency Information:**

Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Agency Director/Title: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

**Financial Information:**

1. Total FCDJFS Contract Request:

\$ [Click here to enter text.](#)

2. Total Organizational Annual Budget:

- Revenues: \$ [Click here to enter text.](#)
- Expenditures: \$ [Click here to enter text.](#)

3. Percentage of total program budget to total agency budget:

[Click here to enter text.](#)%

4. If the Agency did not receive this grant, what would the financial/budget impact be on the Agency?  
(Check the box that applies)

- Very little or no impact
- Little impact
- Moderate impact
- High impact
- Very high impact

**Monitoring Visits/Audits:**

5. Did the Agency have monitoring or site visits by other grantors/funders within the last 12 months?

- Yes       No

If Yes, provide the following information:

Program Name:	Grantor/Funder Name:	Award Period:	Grant Amount:
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	\$ <a href="#">Click here to enter text.</a>

A. Did the monitoring or site visit review programmatic files, financial information or both?  
(Check all that apply)

- Programmatic Files
- Financial Information
- Both

B. Were Findings and/or Questioned Costs cited?

- Yes       No

If Yes, are the Findings/Questioned Costs satisfied?

- Yes       No

6. Was an Independent Audit of the Agency completed within the last twelve (12) months?

If No: Can the Agency provide a financial statement completed by an independent accounting firm?

- Yes       No

If Yes: Provide dates (month and year) of the financial statement:

From: [Click here to enter text.](#) To: [Click here to enter text.](#)

If Yes: Provide dates (month and year) the independent audit covers:

From: [Click here to enter text.](#) To: [Click here to enter text.](#)

A. Did the Independent Audit list a Schedule of Expenditures of Federal Awards:

- Yes       No

B. Did the Independent Audit report on Internal Control over Financial Reporting:

- Yes       No

If yes: Did the report cite any of the following?

- Yes       No

If yes: Check all that apply:

- Control Deficiency
- Significant Deficiency
- Material Weakness

C. Did the Independent Audit cite any Compliance deficiencies?

- Yes       No

D. Did the independent audit report on Internal Control over Compliance?

- Yes       No

If yes: Did the report cite any of the following?

- Yes       No

If yes: Check all that apply:

- Control Deficiency
- Significant Deficiency
- Material Weakness

E. Did the Independent Audit include a Schedule of Findings and Questioned Costs?

- Yes       No

*From the Schedule of Findings and Questioned Costs, please answer the following:*

- Material control weaknesses reported at the financial statement level?

- Significant deficiencies reported at the financial statement level?
- Reported noncompliance at the financial statement level?
- Material internal control weakness conditions reported for major Federal programs?
- Significant deficiencies reported for major Federal programs
- Reportable Findings
- Low risk auditee?

F. Did the Independent Audit list any Findings related to the Financial Statements?

- Yes       No

G. Did the Independent Audit list any Findings and/or Questioned Costs for Federal Awards?

- Yes       No

H. Was a corrective action plan submitted for findings and/or questioned costs as stated in the independent audit?

- Yes       No

I. Did the Independent Audit include a Schedule of Prior Year Audit Findings and Questioned Costs?

- Yes       No

J. Was the Agency provided a management letter?

- Yes       No

**Organizational Management:**

7. Based on scope of services of this project, what is the total size of staff, based on FTE's, allocated to the project? [Click here to enter text.](#)

8. To meet the goals and objectives of the project, rate Organization's Management involvement?  
(Select one)

- High     Moderate     Low

9. How many years of grant or contract experience does the Agency have with FCDJFS?  
(Check the box that applies)

- Over five years experience
- three to five years experience
- two or less years experience
- No previous experience

10. Did the Organization have any executive and/or project management staff changes within the last 12 months?

- Yes       No

If yes, what changes were made? [Click here to enter text.](#)

11. Does the Organization have an automated accounting system?

- Yes       No

If yes, provide the name of the automated accounting system: [Click here to enter text.](#)

A. Please rate the complexity of the automated accounting system:

*(Check the box that applies)*

- Very simple
- Simple
- Moderately complex
- Complex
- Very complex

## FCDJFS INTERNAL CONTROLS QUESTIONNAIRE – ATTACHMENT L

**The purpose of the questionnaire is to ensure the agency has safeguards in place to protect the integrity of their programs and minimize the likelihood of waste, fraud and abuse**

Agency Name: Click here to enter text.		Date: Click here to enter a date.
Individual Completing Questionnaire: Click here to enter text.		
Organization Name: Click here to enter text.		Street Address: Click here to enter text.
City, State, Zip: Click here to enter text.		Phone: Click here to enter text.
Federal ID (FEIN): Click here to enter text.		Executive Director: Click here to enter text.
Fiscal Officer: Click here to enter text.		Phone Number: Click here to enter text.
How many years in business? <input type="checkbox"/> 2 or fewer year <input type="checkbox"/> 3- 5 years    ↑ <input type="checkbox"/> Over 5		
How long has agency been contracting with the FCDJFS? <input type="checkbox"/> no previous experience <input type="checkbox"/> 2 or fewer year <input type="checkbox"/> 3- 5 years    ↑ <input type="checkbox"/> Over 5		
Is the Agency on a cash or accrual basis? <input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
Provide name of accounting software used: Click here to enter text.		
Date of last independent audit: Click here to enter a date.		Fiscal Year (ending date, mo/day/yr): Click here to enter text.
Name of CPA Firm: Click here to enter text.		Phone Number: Click here to enter text.
<b>Organizational Controls:</b>		<b>Person Responsible/Comments:</b>
1. Does your organization have an up-to-date accounting policies and procedures manual?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Are personnel policies maintained and distributed to all personnel?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Does your organization have an organizational chart that clearly defines lines of authority and responsibility?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Are current descriptions on file for each employee in the organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Is the bank immediately notified of all changes in authorized check signers?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Are all bank accounts in the name of the organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Does the organization have a written conflict-of-interest policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>Cash Receipts/Deposits:</b>		<b>Person Responsible/Comments:</b>
8. Is the mail opened by someone	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

independent of the accounting function?		
9. Are cash handling responsibilities rotated among employee when possible?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Are all checks received made payable to the name of the organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. When the mail is opened, is an independent listing prepared of all checks and cash received?  By whom?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <a href="#">Click here to enter text.</a>	
12. Is the listing of receipts sent directly to those responsible for the general ledger, receivables, and bank reconciliations?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Are checks restrictively endorsed "for deposit only" immediately upon receipt?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Are numerically controlled receipt slips used for all checks and cash receipts received in the organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. If yes, are they accounted for and reconciled on a regular basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Are deposits made daily?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. If not, are cash receipts kept in secure storage until deposit?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
18. Are deposits prepared and made by someone other the individual preparing the listing of receipts and independent of the accounting and cashing functions?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
19. Is the listing of receipts, copies of checks, completed deposit slip and bank deposit ticket available for review?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
20. Are cash receipts recorded and reconciled to the general ledger monthly?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
21. Are bank statements received and opened by someone independent of the accounting functions?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
22. Are bank reconciliations prepared by someone independent of the cash receiving, processing and recording activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
23. Does someone other than the preparer review and approve the bank reconciliations?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>Cash Receipts/Deposits (cont'd):</b>		<b>Person Responsible/Comments:</b>
24. Does someone review cancelled checks?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
25. Is the cash receipts journal posted by someone independent of the receiving and cash processing activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

26. Are G/L revenue accounts regularly reviewed by someone independent of the accounting function?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>Petty Cash:</b>		<b>Person Responsible/Comments:</b>
27. Are there policies and procedures outlining the petty cash process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
28. Is management approval required prior to petty cash disbursements?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
29. Are petty cash funds kept in a secure storage area?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
30. Are petty cash funds maintained on an imprest basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
31. Is responsibility for the petty cash fund assigned to a specific individual?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
32. Is this individual independent of employees who handle cash receipts and accounting records?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
33. Is there a prohibition against petty cash disbursements over a specified amount?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
34. Is a voucher used for all petty cash disbursements?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
35. Is the voucher pre-numbered?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
36. Do all petty cash disbursements require original receipts for reimbursement?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
37. Are surprise cash counts of petty cash and change funds performed on a regular, random, and unannounced basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
38. Is the cashing of employee paychecks out of petty cash fund prohibited?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

<b>Travel</b>		<b>Person Responsible/Comments:</b>
39. Does the organization have a travel policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
40. Is all travel reviewed for benefit and cost to the organization prior to trip approval being given?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
41. Are employees required to provide original receipts for all travel-related expenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
42. Does the mileage reimbursement form: <ul style="list-style-type: none"> <li>• Require detailed travel information</li> <li>• State the current compensation rate?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
43. Are travel expense and mileage reports reviewed in detail prior to approval for reimbursement?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Purchasing/Vendor Payments		Person Responsible/Comments:
44. Are there written purchasing policies and procedures for acquiring goods and securing services?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
45. Are leases secured for all occupancy arrangements?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
46. Are agreements secured for all recurring services purchased?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
47. Are all expenditures approved in advance by authorized personnel?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
48. Who are staff authorized to approve the purchase of goods and/or services?  What are their dollar limits?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <a href="#">Click here to enter text.</a>	
49. Is there a purchasing level that requires board approval? If so, state dollar levels.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
50. Are purchase orders used?  If yes, are they pre-numbered?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
51. Does the organization have a disbursement policy and procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
52. If yes, do the procedures address payments by: • check method • on-line method	<input type="checkbox"/> Check Method  <input type="checkbox"/> On-line Method	
53. Has the disbursement policy and procedures been communicated to all staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
54. Does the organization make: • cash withdrawals • pay bills with cash	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
55. Is there a written prohibition against drawing checks payable to cash?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
56. Are original, detailed receipts required from staff submitting expense reimbursement?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
57. Are all invoices supported by appropriate documentation to indicate receipt of the goods purchased?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
58. Are requests for reimbursement and other invoices checked for mathematical accuracy and reasonableness before approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
59. Is a disbursement voucher or check request prepared?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

<p>60. If yes – does the voucher or check request provide the following information:</p> <ul style="list-style-type: none"> <li>• Payee name</li> <li>• Payment date</li> <li>• Check number</li> <li>• Check amount</li> <li>• Description of expense</li> <li>• Account coding to include program name, funding source paying for the purchase, G/L account code and specific dollar amounts to total payment</li> <li>• Approval signatures</li> </ul>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>61. If no – is the following information documented on the invoice:</p> <ul style="list-style-type: none"> <li>• Payee name</li> <li>• Payment date</li> <li>• Check number</li> <li>• Check amount</li> <li>• Description of expense</li> <li>• Account coding to include program name, funding source paying for the purchase, G/L account code and specific dollar amounts to total payment</li> <li>• Approval signatures</li> </ul>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>62. Are all disbursements made by pre-numbered checks? If yes, are they used in sequence?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>63. What is the dollar limit for:</p> <ul style="list-style-type: none"> <li>• One authorized signature</li> <li>• Two authorized signatures</li> </ul>	<p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p>	
<p>64. Does the check signer review and initial documentation supporting checks indicating completeness and approval?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>65. Are all checks (including voided checks) accounted for?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>66. Are checks outstanding for over 90 days periodically investigated?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>67. Are all purchases and requisitions of goods and services reconciled to the monthly General Ledger?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

<b>Capital Assets:</b>		<b>Person Responsible/Comments:</b>
68. Is there written policy for recording capital assets?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
69. What is the organization's capital assets threshold?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

70. Does the organization maintain an inventory listing of capital assets?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
71. Is a physical inventory of equipment conducted periodically?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

<b>Credit Cards:</b>		<b>Person Responsible/Comments:</b>
72. Does the agency use credit cards? If so, is there a written policy governing the use and safe keeping of the cards?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
73. Do the charges appear to be for business purposes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
74. Is there supporting documentation (receipts) for all charges appearing on the statement?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>Cell Phones:</b>		<b>Person Responsible/Comments:</b>
75. Did the entity use cell phones during the subaward period?  If so, is there a written policy that provides guidance for the business use and care of the cell phones?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
76. Are the employees reimbursed for using their personal cell phone for business related activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
77. If yes, is there a cell phone reimbursement agreement between the employee and the agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>Cost Allocation:</b>		<b>Person Responsible/Comments:</b>
78. Does the agency have an approved Cost Allocation Plan (CAP)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
79. Does the agency have a formal plan or methodology for allocating costs to the various grants for which funding is received? (Square footage, FTE, revenue, salaries, etc).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>Payroll:</b>		<b>Person Responsible/Comments:</b>
80. Are there written policies and procedures relating to payroll processing and personnel?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
81. Are all staff time records reviewed and authorized by an appropriate management official?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
82. Are copies of timekeeping records retained on file?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
83. Overtime hours: • Is pre-approval required? • Are they verified for reasonableness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
84. Are timesheets completed by hourly employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
85. Are personnel activity reports completed by salaried employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
86. Are pay checks distributed by	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

someone other than the timekeeper?		
87. Are wages (direct and administrative) and associated payroll related expenses coded to the program and respective funding source?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
88. If applicable, was a monitoring report issued outlining the results of the monitoring visit?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
89. If applicable, did the subcontractor submit a corrective action plan that addresses each monitoring findings?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
90. If applicable, was a follow-up monitoring review performed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

## REVIEW COMMITTEE EXTERNAL EVALUATION FORM

Proposal Reviewed:		Review Committee Date:				
Reviewed by:		Reviewer's Signature:				
<b>Score Summary:</b>						
Organization History & Capacity	Proposed Services	Organization al Capacity	IT Capacity	Budget	Total	Percentage
15	105	45	30	15	210	
0	0	0	0	0	0	0%

Please score each question using the scoring system below to indicate if the proposal met the evaluation criteria or not. Score will be totaled automatically in the score summary section above. All questions are located in the proposal narrative.

**Scoring Key:** Proposal did not meet criteria- 0 points  
 Proposal partially met criteria- 1-5 points  
 Proposal met criteria- 6-10 points  
 Proposal exceeded criteria- 11-15 points

Evaluation Criteria	Proposal Location	Notes- Please enter at least one strength and one weakness for each question	Score
Sufficiently described organization history and the ability to successfully manage a project of this size and scope.	Questions 1 & 2		
Provided a comprehensive description of services that will be provided	Question 3a		
Provided a comprehensive service delivery model	Question 3b		
Provided a detailed description of established and proposed subcontractors/partners	Question 3c		
Described the recruitment, development and management plan for work experience and community service sites	Question 3d		
Provided a description of how the organization will develop and manage business relationships and successfully conduct employment placement and retention services	Question 3e		
Described the comprehensive case management services the organization will provide	Question 3f		
Described how the organization will provide culturally and linguistically appropriate services	Question 3g		
Described the appropriate organizational capacity to manage program of this size and scope	Questions 4 & 6		
Organization has IT capacity for a project of this size and scope inclusive of electronic case management, timekeeping and reporting systems with real-time data and reporting functions	Question 5		
Budget document is present and is sufficient for a program of this size and scope	Budget Document		

## TECHNICAL REVIEW EVALUATION FORM – ATTACHMENT N

Proposal Reviewed: \_\_\_\_\_ Review Committee Date: \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_ Reviewer's Signature: \_\_\_\_\_

### Score Summary:

Technical Review	Proposal Packet	Required Documents Packet	Budget	Audit	Total	Percentage
15	60	30	45	15	165	
0	0	0	0	0	<b>0</b>	<b>0%</b>

Please score each question using the scoring system below to indicate if the proposal met the evaluation criteria or not. Score will be totaled automatically in the score summary section above.

**Scoring Key:** Proposal did not meet criteria- 0 points  
 Proposal partially met criteria- 1-5 points  
 Proposal met criteria- 6-10 points  
 Proposal exceeded criteria- 11-15 points

Evaluation Criteria	Proposal Location	Notes- Please enter at least one strength and one weakness for each question	Score
Proposal Format: this section reviews the following: • Correct number and collation of copies • Binder clips • Page numbers • Page limit • Paper size and font • One sided copies • Original documents signed in blue ink	Entire Proposal		
Proposal Packet : • Table of Contents Form • Proposed Services Narrative included • Required proposal attachments included o Partnership agreements and/or subcontract agreements o TO for organization o TO for project o Job Descriptions o Resumes or Curricula Vitae o Optional attachments • Required Budget included (budget scored in #4)	Entire Proposal		

Evaluation Criteria	Proposal Location	Notes- Please enter at least one strength and one weakness for each question	Score
Budget <ul style="list-style-type: none"> <li>• Submitted on the correct form</li> <li>• Budget is fully completed (within each year and for each year)</li> <li>• Budget doesn't contain any unallowable costs</li> <li>• Budget narrative is clear</li> <li>• Personnel costs are reasonable</li> <li>• Services and Materials costs are reasonable</li> <li>• Subcontract agreements are detailed and are reasonable</li> <li>• Bidder fees and expenses are reasonable</li> <li>• Overall Budget costs are reasonable and align with the services proposed</li> </ul>	Budget Document		
Audit information has been submitted and is complete: <ul style="list-style-type: none"> <li>• Financial Audit/Report</li> <li>• Risk Assessment</li> <li>• Internal Controls Questionnaire</li> </ul>	Required Documents Packet		

**(Sample Copy)**

**FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
OHIO WORKS FIRST SELF-SUFFICIENCY CONTRACT & PLAN**

This Self-Sufficiency Contract & Plan (SSCP) is entered into between Franklin County Department of Job and Family Services (FCDJFS) and the following individual(s):

<b>Participant:</b>	<b>Case #:</b>
<b>Participant:</b>	<b>Case #:</b>

I understand that the goal of Ohio Works First (OWF) is to help me prepare for employment, take care of my family, become self-sufficient, and take charge of my future. OWF is temporary assistance to help me become self-sufficient. The attached self-sufficiency contract and plan is based on FCDJFS appraisals and assessments of my job goals and barriers that need to be taken care of so that I can work. I agree to cooperate to ensure the success of this plan.

I understand that in order for my assistance group to receive OWF payments, I must sign this contract and plan. **As a part of this contract I understand that I may be assigned to participate in job search and job readiness activities while OWF eligibility is being determined and my OWF application is pending.** I understand that I must follow the requirements listed in my SSCP. If I do not follow the requirements, my entire family may not be eligible for OWF if I do not have "good cause" and/or may result in a sanction and my entire family not being eligible for OWF.

I understand that under state law, there is an initial 36-month time limit for getting OWF payments, and the 36 months do not have to run continuously. After I have received OWF for 36 months, I cannot get any more OWF payments unless I qualify under the FCDJFS's rules for "extensions". There are two kinds of extensions: (1) "hardship" and (2) "good cause." The FCDJFS will discuss extensions with me before my initial 36-month time limit expires.

*I have currently used \_\_\_\_\_ out of 36 months of OWF Cash Assistance.*

To remain eligible for assistance, you will be required to participate in the Work Activities program for the duration you are on cash assistance by attending assigned activities as shown in this contract. You are required:

- |  |   |
|--|---|
| <input type="checkbox"/> <b>237 hours per month</b><br>(2 parents w/ child care)   | <input type="checkbox"/> <b>151 hours per month</b><br>(2 parents w/o child care) |
| <input type="checkbox"/> <b>129 hours per month</b><br>(1 parent w/ child 6 and over or<br>2 parents with 1 disabled parent) | <input type="checkbox"/> <b>86 hours per month</b><br>(1 parent w/ child under 6) |

While I am applying for or participating in OWF, I understand that I have the right to:

- Receive assistance and services needed to help me prepare for, find and keep employment or to gain income security
- Have my eligibility for Medicaid, child care, food assistance benefits, services under the Prevention, Retention and Contingency (PRC) program or other services determined even if I or members of my assistance group become ineligible for OWF or if I decide not to sign this SSCP or choose not to continue to receive OWF
- ***Call the OWF Center at (614) 233-2000 if I have questions or need to resolve issues about my work activity assignment***
- Receive assistance from a FCDJFS ombudsperson that shall help resolve complaints that I may have about the administration of the OWF program. Information regarding the ombudsperson can be received by contacting 614-233-2000.
- Request a county conference and state hearing with the Ohio Department of Job and Family Services (ODJFS) if I do not agree with any action taken on my case including but not limited to activities in my SSCP, work activities and supportive services

While I am applying for or participating in OWF, FCDJFS agrees that it is responsible to:

- Help develop and improve the plan for employment, help with job searches and provide needed supportive services that are available
- Treat all members of my assistance group with courtesy, dignity, respect and without discrimination
- Provide a full, complete and appropriate assessment of employability and barriers to employment
- Help devise an employability plan that allows participation in activities even though I may have a disability
- Provide to single custodial parents caring for a minor child under age 6, the procedures for determining whether "good cause" exists due to the parent's inability to obtain needed child care including the agency definitions
- Review my progress toward self-sufficiency or income security and make changes to my plan if necessary
- Provide an accurate and complete assessment of my language needs
- Provide free and competent translation services if my primary language is not English or if I am hearing-impaired. The agency will provide vital documents in my primary language or someone will be provided to translate the information on the documents into my primary language
- Consider my disabilities in developing my self-sufficiency plan
- Provide me with services and make reasonable accommodations to provide for equal access to the benefits of OWF and all other benefits and services for which I am eligible to help me in achieving self-sufficiency or gaining income security
- Provide me with a free copy of my self-sufficiency contract and plans including any future amendments

**A. POSSIBLE BARRIERS TO EMPLOYMENT**

I understand that providing information on barriers is voluntary. Information provided is used to determine what work activity is best and whether other help is needed.

I have the following conditions that may be a barrier to employment [please check all that apply and include any current steps that you are taking to address the barrier(s)]:

- Physical health \_\_\_\_\_
- Behavioral health \_\_\_\_\_
- Learning disabilities \_\_\_\_\_
- Education or training \_\_\_\_\_
- Child care \_\_\_\_\_
- What is your primary means of transportation  
\_\_\_\_ Own car  
\_\_\_\_ Public Transportation  
\_\_\_\_ Rides from family/friends  
\_\_\_\_ Other (please specify): \_\_\_\_\_
- Was a daily bus pass provided \_\_\_\_\_ if, yes how many \_\_\_\_\_ **Client initials:** \_\_\_\_\_
- Was a monthly bus pass provided \_\_\_\_\_ **Client initials:** \_\_\_\_\_
- Action plan for transportation to work activity: \_\_\_\_\_
- Primary language is not English (list primary language) \_\_\_\_\_
- Hearing or visually-impaired - Do you need an interpreter or other aid? Yes  No
- Domestic or child abuse \_\_\_\_\_
- Substance abuse \_\_\_\_\_
- Caring for a disabled spouse, child or family member \_\_\_\_\_
- Other: \_\_\_\_\_

**B. SPECIAL INSTRUCTIONS/STEPS TO ACHIEVING SELF-SUFFICIENCY**

Based upon this appraisal/assessment, the FCDJFS and I have determined that the following are the steps/instructions that are required as part of my self-sufficiency contract and plan.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Participants may be referred to one or more of the following activities depending on their current situation, previous assignments, availability and successfulness in previous assignments as well as the required program criteria:

- Applicant Job Search**- applicant job search/job readiness activities- **OWF eligibility is conditional upon successful completion of this assignment**
- Job Search/Job Readiness** - employment searches
- Work Experience Program** - unpaid work experience
- Community Service Program**- unpaid work experience that benefits the community
- Education and Training** - short term occupational skills training or any college degree is limited to a **12 month lifetime in fulfilling my work participation requirement**
- Employment**- subsidized/unsubsidized or public/private sector employment
- Non-core** –GED, high school, ESOL, job skills
- Alternative Work** - substance abuse programs, counseling, parenting classes, and/or medical limitations programs

**C. MY WORK RESPONSIBILITIES AND ACTIVITY PLAN**

**Additionally, I understand that I have been assigned and must participate in job search activities before my OWF assistance can be approved. Failure to comply with the job search assignment without good cause can result in a sanction as outlined in Section G**

*This Activity Plan is for (Participant #1):* \_\_\_\_\_

Name of Location Street Address City, State Zip	Site # & Provider # or Employed	Start Date	(E)nd Date	Days & Hours Assigned	Assigned Hours\Month
			(R)evuew Date		

The FCDJFS has determined that I am temporarily unable to participate in work activities because I am needed in my home to care for a disabled family member (C9 exemption). Review Date: \_\_\_\_\_.

This Activity Plan is for (Participant #2) : \_\_\_\_\_

Name of Location Street Address City, State Zip	Site # & Provider # or Employed	Start Date	(E)nd Date	Days & Hours Assigned	Assigned Hours\Month
			(R)evue Date		

The FCDJFS has determined that I am temporarily unable to participate in work activities because I am needed in my home to care for a disabled family member (C9 exemption). Review Date: \_\_\_\_\_.

**D. MY CHILD CARE PLAN**

It has been clearly explained to you that you are required to participate in a work program in order to receive cash benefits. Because of this requirement, FCDJFS wants to make sure that you have a plan for child care and that this child care is safe, convenient and affordable. **DO NOT** wait until the last day to plan your child care; you must have day care in place prior to the assigned start date outlined in section C of this SSCP or section M of your amended contract and plan. You and the FCDJFS need to plan now for how you will obtain child care. If you do not have someone to watch your child(ren), you can access information regarding locally licensed and certified child care providers by visiting the following website address: <http://gis1.odjfs.state.oh.us/childcare/>. Also upon your request, your OWF case manager and the OWF Barrier Removal staff can provide you with a print-out of those professional Type B in-home childcare providers and licensed childcare centers. Publicly funded childcare benefits can only be used when you are actively attending your activity (work, training, assigned activity or school). If you stop attending your approved activity for any reason, you must immediately stop using your publicly funded childcare. This would include, but, is not limited to being on medical or maternity leave; leaving your employment or assignment; no longer attending school. Continuing to use your publicly funded childcare when not participating in your approved activity could result in an overpayment which you would have to re-pay.

**A FCDJFS Representative is available at (614-212-1772) to guide you through completing the application for publicly funded childcare, selecting a home or center provider, understanding how your provider will be paid, as well as your responsibility to ensure providers are paid correctly.**

You also have the option of selecting a friend or relative to provide care to your children but it is your responsibility to research and select an appropriate day care provider. This certification process typically takes 2- 3 months to complete. For more information on having a friend or relative certified, please contact the Child Care Certification Unit at 212-1721 or 212-1728. If you are eligible for publicly funded childcare, a copayment will be assigned based on your family size and the family's gross income. Eligibility for publicly funded childcare is completed at the Northland Center (614-233-2000). If you refuse to select a provider, FCDJFS may not grant you good cause due to lack of child care for not participating in a work program. However, if FCDJFS has tried to assist you in selecting a provider and agrees that one is not available to meet your needs, FCDJFS will not sanction your case until adequate day care can be provided for your child(ren). FCDJFS may require you to meet with someone at the Northland Center regularly until the child care issue is resolved.

**EACH PARTICIPANT THAT MEETS THE EXCLUSION FROM PARTICIPATION FOR LACK OF CHILD CARE IS REMINDED THAT THIS DOES NOT EXTEND THE TIME LIMIT FOR RECEIVING FEDERAL ASSISTANCE (OAC 5101:1-3-12). YOU MUST INITIAL THE LINE ITEM(S) THAT PERTAINS TO YOUR CHILD CARE SITUATION CERTIFYING THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO EACH ITEM.**

- \_\_\_ FCDJFS provided a publicly funded child care (Title XX) application (JFS 01138).
- \_\_\_ FCDJFS provided a copy of an in-home childcare provider list, center provider list, and a child care center change request form (FCDJFS 1401-CC).
- \_\_\_ Publicly funded child care (Title XX) is currently in place.
- \_\_\_ Participant has selected or has child care services other than publicly funded child care (Title XX).
- \_\_\_ Child care services are not required at this time due to the age of the child(ren).

**E. RESPONSIBILITY TO COOPERATE WITH THE CHILD SUPPORT ENFORCEMENT AGENCY**

I agree to cooperate with the Child Support Enforcement Agency (CSEA) if there is an absent parent. While on OWF, I will assign support rights to the CSEA, if required. Cooperation includes but is not limited to the following:

- Tell everything I know about the absent parent(s)
- Identify the parent(s) of my child(ren)
- Assist the agency in establishing paternity (fatherhood) for each child born if I was not married to the father
- Attend required meetings
- Repay any child support money that I received but was not eligible to receive
- Assist the agency in getting support payments and any other payments and property for which my child(ren) are eligible
- Other: \_\_\_\_\_

**F. COUNTY DEPARTMENTS RESPONSIBILITIES**

The CDJFS, CSEA or Public Children Services Agency (PCSA) will be responsible for providing the following assistance and/or services:

- OWF
- In-depth assessments
- Medicaid
- Food Assistance benefits
- Transportation
- Case management
- Educational courses
- Training courses
- Healthchek
- Interpretation services
- Child support services
- Individual development accounts
- Counseling
- Treatment

**G. SANCTIONS FOR NOT FOLLOWING THE SELF-SUFFICIENCY PLAN**

If I fail or refuse to follow the requirements in sections: C. (My Work Responsibilities and Activity Plan) and/or D. (My Childcare Plan) and/or E. (Responsibility to Cooperate with the Child Support Enforcement Agency), and/or any Amendments to this plan and I have not shown that I had good cause, I will not receive cash assistance for:

- One (1) month or until the failure or refusal ceases, whichever is longer, for the entire assistance group the first time I fail. I may receive less food assistance benefits but I will not lose Medicaid coverage.
- Three (3) months or until the failure or refusal ceases, whichever is longer, for the entire assistance group the second time I fail. I may receive less food assistance benefits but I will not lose Medicaid coverage.
- Six (6) months or until the failure or refusal ceases, whichever is longer, for the entire assistance group the third or more times I fail. I may receive less food assistance. The third time that I fail to cooperate with my work activity I may lose Medicaid coverage but I may regain Medicaid coverage at anytime (even before the 6 months is up) if I begin to comply again with the work activity. For Medicaid coverage, the work activity failures of another adult in my household will not be counted against me or affect my Medicaid eligibility.

If I am sanctioned, I must demonstrate that I am willing to comply by signing the "Ohio Works First/Food Assistance Sanction Compliance Agreement" form in order to begin receiving OWF benefits. I can begin receiving Medicaid coverage after my 3<sup>rd</sup> work activity sanction if I agree to comply. **Should I receive a sanction lasting a period of three months or longer, I may be required to enter into a signed OWF Sanction Compliance Agreement to include a compliance activity, which must be completed prior to the end of my minimum sanction period. My assignment will consist of making up missed hours from the month I was sanctioned at rate of 5 hours per**

**missed day until the date I am sanctioned, but will not to exceed the monthly assigned hours of my contracted activity.**

**I will attend the compliance assignment on the dates and times I am scheduled with no absences. Should I fail to complete my compliance activity AS SCHEDULED in its entirety without good cause, per state mandate I forfeit ALL of my attended compliance hours and must reschedule another compliance assignment attempt. I will not regain eligibility for OWF assistance until all compliance criteria are met, as outlined in rule 5101:1-3-15 of the Administrative Code.**

I understand that if I do not **meet compliance criteria for OWF assistance** before my sanction ends, I will also need to apply for OWF benefits again. I understand that while I am on a sanction, I may still be eligible for child care and support services such as transportation if I continue to participate in the work assignment.

I understand that if I am sanctioned but believe that I was sanctioned incorrectly, I have the right to file a State Hearing. If I am still receiving OWF during the State Hearing process, I understand that I may be required to continue to attend the assigned activity that I agreed to in Section C or the assigned activity agreed upon during the amendment process until the Ohio Department of Job and Family Services, Bureau of State Hearings renders a decision unless I have been instructed otherwise by a FCDJFS Representative.

#### **H. GOOD CAUSE FOR MISSED HOURS**

Good cause is limited to the following:

- 1) Illness of the work eligible individual or another family member related by blood, marriage, or adoption, living in the same household, if care by the work eligible individual was necessary-*need a doctor's statement that excuses me from the work/class and the time period or a doctor's statement that excuses me to provide care for the family member who is ill and the time period*
- 2) For either the work eligible individual or a family member living in the same household, a **previously scheduled** appointment necessary for medical, dental, or vision care-*need a doctor's statement that tells the appointment date/time of my appointment or the appointment of the family member*
- 3) A previously scheduled job interview for a work eligible individual, including any subsequent interviews and /or testing requirements - *need interview schedule notice on company letterhead or the business card of the company or a signed notice from test examiner*
- 4) A court ordered appearance
- 5) An appointment with another social service agency or program
- 6) Death in the family, with the length of absence to be determined by the county agency. "Family" is defined as spouse, domestic partner (domestic partner is defined as one who stands in the place of a spouse and who resides with the work eligible individual), child, grandchild, parents, grandparents, siblings, stepchild, stepparent, step-siblings, great-grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or legal guardian or other person who stands in the place of a parent; - *need death certificate, obituary notice, funeral card or funeral notice*
  - Good cause is limited to a maximum of 5 non-consecutive business days.
- 7) A school, place of work or worksite is closed for the day

- 8) Lack of child care - *please be sure to discuss your child care needs with your assignment facilitator and/or case manager*
- a. In determining if good cause exists for nonparticipation with a work requirement for a work eligible individual, the county agency **shall** determine that child care is a necessary supportive service when a single custodial parent caring for a minor child under age six proves a demonstrated inability for one or more of the following reasons:
    - i. Unavailability of a licensed or certified childcare provider within a reasonable distance from the parent's home or work site. "Reasonable distance" is defined by each county agency and is based on availability of transportation.
    - ii. Unavailability or unsuitability of informal childcare by a relative or under other arrangements. "Unsuitability of informal child care" is a decision made by the county agency and is based on information received from the public children's services agency (PCSA) that the PCSA determines is relevant to share with the county agency in order to protect children pursuant to rule [5101:2-33-21](#) of the Administrative Code.
    - iii. Unavailability of appropriate and affordable formal child care arrangements. "Affordable child care arrangements" means that work eligible individuals are guaranteed eligibility for child care subsidy with copayments based on family size and income.
- 9) A failure of the county agency to provide supportive services;
- 10) A failure of the county agency to provide the work eligible individual with all information necessary about the assignment;
- 11) Circumstances involving domestic violence which make it difficult for the individual to comply in full with a provision of the self-sufficiency contract, **in accordance with rule [5101:1-3-20](#) of the Administrative Code**
- 12) Situations decided by the FCDJFS on a case by case basis. Such situations include, but are not limited to, the following:
- Incarceration – in jail or work house; need letter or notice from a lawyer or the jail/work house – *need dates of times of confinement.*
  - Holiday - recognized holidays or other non-school days; if not advertised may need statement from school.
  - Scheduled civil service test – *if the test is not tied to an interview, need a signed notice from the test examiner.*

**Lack of Transportation and/or Child Care will not be accepted as Good Cause for failing to participate in the Work Activities program.**

**A monthly bus pass will be made available to Participants attending an assigned activity as noted on the plan (not including employment). This pass will provide unlimited travel for 31 days and should be used to attend your required activity. Please be advised, you may be required to participate prior to receiving the first monthly bus pass. In those cases, daily bus tickets are available. Monthly bus passes will be issued each month after the required attendance in a work activity has been verified. A child care plan has been entered into and is outlined in Section D of this SSCP**

**1. If you fail to participate as required, this may result in the loss of your OWF cash, Food Assistance and/or Medicaid benefits. If you are unable to attend the assigned activity or meet your required hours, you must provide a Good Cause reason for non-participation for every day that you missed to avoid an adverse action (sanction) on your case.**

**2. Written documentation must be provided to verify the good cause for those hours missed within three (3) business days from your failure date(s). Good cause documentation must be provided to your assigned Vendor/Sponsor and FCDJFS. You must contact the agency within 3 days to provide good cause OR to re-schedule your missed hours, provided there is enough time in the month to make up the failed hours.**

**3. Should you fail to attend your assignment for 3 days without good cause or fail to contact the agency to re-schedule your approved missed hours, your assigned activity will be considered "abandoned" and your benefits will be subject to immediate termination as outlined in Section G of your original Self-Sufficiency contract & plan.**

**4. If good cause is granted, it is required that you make up missed time within the same month your failed hours were assigned.**

When I am sanctioned, the months that I am sanctioned do not count toward my 36-month time limit. However, if the FCDJFS decides that I had good cause, the months that I continue to receive OWF will count toward my 36-month time limit.

## I. OTHER RESPONSIBILITIES AND PENALTIES

I understand that:

- If I or one of my children is a LEAP participant and I (or my child) fail or refuse to meet the requirements of the LEAP program, I will lose the \$62 monthly incentive for regular school attendance and my OWF will be reduced.
- If I or one of my children who is a LEAP participant fail or refuse to enroll in school or go to a meeting (assessment) or stop going to school, I will lose OWF for myself or for my child who is a LEAP participant.
- If I do not attend a reapplication appointment to determine if I am eligible to keep getting OWF and Food Assistance benefits, the FCDJFS may stop those benefits but will not stop Medicaid coverage for me or members of my family. The FCDJFS will notify me about my next regular Medicaid reapplication date and at that time, will re-determine Medicaid eligibility for me and members of my family without requiring us to come in to the FCDJFS for an appointment. Medicaid reapplications will be done by mail and/or phone.
- If I receive OWF when I am not eligible and the FCDJFS determines that it was fraudulent, I will not receive cash assistance for my entire family until the amount that I received is repaid.
- As a condition of participating in job search/readiness and work experience program activities, I understand that the purpose of these programs are to obtain employment and be assigned to activities to help me achieve self-sufficiency. I understand that if I am offered unsubsidized employment as a result of these programs and I turn down a job offer and do not have good cause for refusing the offer, I may not receive cash assistance for my entire family for six months.
- **As part of my plan to self-sufficiency I must participate in my work activity and therefore must follow the work rules of my work site. Breaking the rules and/or causing myself to be terminated from my work site may result in termination of my OWF cash assistance as outlined in Section G.**
- **Should I request a withdraw for Cash, I am waiving my eligibility for OWF cash assistance. I further understand that if I receive cash in the same month that I waive eligibility, I am still required to meet my monthly required work hours and comply in full with the terms of my Self-Sufficiency Contract & Plan for that month. I understand that failure to comply, in full, with any part of my Self-Sufficiency contract and Plan for any month I receive OWF, without good cause, may result in a sanction and my entire family not being eligible for OWF.**

## J. ATTENDANCE/ VERIFICATION REPORTING

### **Employment:**

New Employment must be reported to FCDJFS and the Vendor/Sponsor within 10 days of your employment start date.

**If you are using employment to meet your required hours, you are to continue to work and follow all work rules, as stated by your employer and not cause yourself to be terminated. You further understand you must maintain the minimum hours as identified on your self-sufficiency contract and plan. Upon termination, or if your employment has ended, you must notify the county within three (3) business days so that you may enter into a new self-sufficiency contract and plan.**

### **Applicant Job Search Requirement for applicants:**

- As an applicant, applying for OWF benefits you may be assigned job search/job readiness activities for 40 hours over the course of two weeks (10 days) **prior to your benefits being approved**. As an applicant you will be required to document and supply verification of your activities. A mix of required and elective activities will be provided to you to help meet these hours.

### **Self-Reporting Requirements for participants assigned to a Work Experience Program (WEP):**

- As a participant in a WEP program all actual hours of attendance must be verified, therefore, you are required to document your attended hours daily. You must either report these daily hours through the online portal or on a daily attendance sheet. At the end of every month, you must have your site sponsor approve and submit your monthly hours either through the online portal or by submitting your timesheet by the 7<sup>th</sup> day of the following month.

**Job Search Requirements for participants assigned to a Work Experience/Community Service:**

- As a participant in a Work Experience /Community Service program, you may be required to complete hours of participation in a Job Search activity as defined by the assigned vendor. The Job Search activity will be a supplemental activity to your assigned Work Experience/Community Service activity to make up any missed hours in the program and/or help you reach your required monthly hours of participation.

**Self-Reporting Requirements for participants assigned to a Vocational Education Program:**

- As a participant in a vocational education/institution of higher education you are required to document your attended hours each week and report these hours on the Student Attendance Verification form (FCDJFS #533). **It is your responsibility to obtain the appropriate verification of your attendance, failure or refusal without good cause to either complete the assigned monthly hours or provide accurate and truthful documentation will result in a sanction, as outlined in Section G. All attendance documentation is subject to verification by FCDJFS.** You are required to submit your new semester/quarter school schedule to FCDJFS within 5 days prior to the start of the new semester/quarter. During all school breaks, you are also still responsible for completing and submitting the necessary study hours in order to meet your required monthly hours. The rules and requirements for this program are outlined in the School Letter for TADs Packet form (FCDJFS #267).

**Self-Reporting Requirement for participants assigned to an Alternative Work Program:**

- As a participant in an Alternative Work Program, you are required to document your attended medical appointments each week and report these hours on the Monthly Appointment verification form (FCDJFS #587-W). **As part of your self-sufficiency contract and plan and continued eligibility in an Alternative Work Program, you may be required to attend monthly appointments to discuss your plans toward self-sufficiency.** The form is required to be returned even if there were no medical appointments for the week. The rules and requirements for this program are outlined in the Medical Appointment Verification Form Letter (FCDJFS #549-W).

**K. JUST CAUSE FOR A JOB QUIT**

I understand that if I voluntarily terminate employment without just cause, I will not receive cash assistance for my entire family for six months and I may receive less food assistance benefits. **I further understand that upon termination or being release from employment that I must contact the county within three (3) business days so that I may enter into a new self-sufficiency contract and plan. Failure to contact the County within three days of your termination may result in a sanction as outlined in section G.** Just cause for voluntarily terminating employment includes, but is not limited to the following:

- 1) Discrimination by an employer based on age, race, sex, color, handicap, religious beliefs or national origin
- 2) Work demands or conditions that render continued employment unreasonable such as working without being paid on schedule
- 3) Employment that has become unsuitable due to any of the following:
  - a) The wage is less than the federal minimum wage
  - b) The work is at a site subject to a strike or lockout
  - c) The documented degree of risk to my health and safety is unreasonable
  - d) I am physically or mentally unfit to perform the employment as documented by medical evidence or by a reliable information from other sources
- 4) Documented illness for myself or of another assistance group member which requires my presence
- 5) A documented household emergency
- 6) Lack of adequate child care for my child(ren) who are under six years of age
- 7) Other reasons as determined by the FCDJFS

**L.****PLAN REVIEW**

The FCDJFS and I will meet periodically to review the SSCP. The next scheduled plan review date may be scheduled after you have completed a redetermination of your OWF benefits. I can always request to review the plan sooner than my review date.

I also understand that under state law, there is a 12-month lifetime limit for using vocational education training as my work activity. After I have reached my 12-month limit FCDJFS will contact me so that my work activity can be changed and enter into another agreed self-sufficiency contract and plan.

**M.****RELEASE OF INFORMATION**

I understand and agree Franklin County DJFS and vendors may contact other persons or organizations to obtain hiring/employment related information for proof of my continued eligibility and assistance. I understand Franklin County DJFS will not release any information to any unauthorized person, organization or agency, and will treat such information as confidential. I am aware of my responsibility to report completely and fully all acts, which bear upon my eligibility for all public assistance. I realize that if the requested information reveals that I have improperly reported my situation, the information may be given to the prosecuting attorney for possible civil action or criminal prosecution.

I also understand that Franklin County DJFS may contact any school or educational institution that I attend to verify enrollment and attendance information for the purpose of evaluating my compliance with the requirements of the Ohio Works First program or any other public assistance benefit program. I therefore authorize any school or educational institution to disclose my enrollment and attendance information to the Franklin County Department of Job and Family Services and/or its affiliates.

**N.****AMENDMENTS & SIGNATURE**

The FCDJFS and I agree that I/we will follow this contract and plan and understand that this plan may be changed if something in my situation changes. **I understand that anytime I need to make a change to my work activity I must contact the county for prior approval. Changing my work activity will require that I enter into an agreed signed self-sufficiency contract and plan. If I do not follow these requirements, changing my work activity without prior approval will result in my entire family not being eligible for OWF.**

I understand that full compliance with this contract and plan is required; however, amendments to the plan may be possible if it becomes apparent that such changes would help me reach the goal of self-sufficiency. I understand that I must report any changes to my work activity plan to a FCDJFS representative immediately before an amendment can be made to Section C (My Work Responsibilities and Activity Plan).

These amendments may alter the assigned activities outlined in section C (My Work Responsibilities and Activity Plan) of the SSCP and shall become effective upon the mutual agreement (whether verbal or written) of both me and FCDJFS. **I understand that I may not attend another activity until the Amendment is authorized by a FCDJFS representative. I understand that attending the activity before authorization may result in a sanction as outlined in Section G.**

Amendments to the plan shall only be recorded on the *FCDJFS #571* Self-Sufficiency plan Amendment form.

By signing this, I am affirming that I understand the requirements in the entire contract and plan and what will happen if I do not follow this plan.

<b>Participant:</b>	<b>Date:</b>
<b>Participant:</b>	<b>Date:</b>
<b>FCDJFS Representative:</b>	<b>Date:</b>

**FCDJFS WORKSITE AGREEMENT FORM – ATTACHMENT P**

**(SAMPLE)**

FCDJFS WORK EXPERIENCE PROGRAM SITE AGREEMENT

THE FRANKLIN COUNTY OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

STATEMENT OF AGREEMENT WITH

\_\_\_\_\_

This agreement made and entered into \_\_\_\_ day of \_\_\_\_, 2014 by and between the Franklin County Ohio Department of Job and Family Services, (FCDJFS) and the \_\_\_\_\_ Tax ID No.\_\_\_\_, hereinafter referred to as ("WEP Sponsor")

Pursuant to Chapter 5107.54 to 5107.69 of the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the FCDJFS is authorized to contract with commercial and noncommercial organizations for the purpose of developing worksites to:

1. Provide experience and training for WEP Participants receiving Ohio Works First (OWF) or Food Stamps who are not otherwise able to obtain employment, in order to assist them to move into regular employment.
2. Have WEP Participants of OWF or Food Stamps work in jobs that serve a useful purpose in exchange for receiving monthly benefits.

**BACKGROUND**

(Please include business description)

A. \_\_\_\_\_ is a commercial/noncommercial organization responsible for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Individual WEP Participants assigned to the Work Experience Program (WEP) will be utilized in various occupations, such as but not limited to: clerical, groundskeeper, painter, custodial, building maintenance, and appliance repair in an on-the-job training environment.

B. The FCDJFS is approved by the ODJFS to administer the OWF Program. The purpose of this program is to expand employment opportunities for WEP Participants through training, education, and work experience to avoid long-term welfare dependency.

The goal of the program is for each WEP Participant to develop the skills, knowledge and experience needed to be able to succeed in securing and retaining gainful employment in the shortest period of time through one of the program components.

The activities described in this agreement must be completed within a 12 months period commencing \_\_\_\_\_ and ending \_\_\_\_\_.

The specific activities described in Exhibit I, Scope of Service, thus undertaken in collaboration with FCDJFS will meet the following objectives:

1. Give WEP Participants an opportunity to improve existing skills or learn new skills through work experience and training.
2. Reduce welfare dependency by preparing WEP Participants to obtain unsubsidized employment.
3. Promote the WEP Participants' self-esteem by providing an opportunity for them to engage in productive work.
4. Expand the availability of public services in the State of Ohio.

## STATEMENT OF AGREEMENT

1. TERM OF AGREEMENT: This contract will be effective from \_\_\_\_\_ through \_\_\_\_\_ inclusive, unless otherwise terminated.
2. COST OF SERVICES: Subject to the terms and conditions set forth in this agreement and the attached exhibit (such exhibit is deemed to be part of this agreement as fully as if set forth herein). The FCDJFS agrees to use, and the WEP Sponsor agrees to furnish at no cost to FCDJFS, those specific services detailed in Exhibit I.
3. INDEPENDENT CONTRACTORS: Providers, agents and employees of the WEP Sponsor will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the ODJFS or the FCDJFS.
4. RECORD KEEPING AND REPORTING: The WEP Sponsor shall insure those records and documents are maintained and submitted as outlined in Exhibit I. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized Federal, State, and FCDJFS personnel.
5. AVAILABILITY AND RETENTION OF RECORDS: The WEP Sponsor shall maintain and preserve all records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission to FCDJFS and will assure the maintenance of such records for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the FCDJFS.
6. SAFEGUARDING OF WEP PARTICIPANT: The WEP Sponsor agrees that the use or disclosure by any party of any information concerning WEP Participant for any purposes not directly related to the administration of the FCDJFS's or WEP Sponsor's responsibilities with respect to delivered services is prohibited, except upon the written consent of the WEP Participant.
7. CIVIL RIGHTS: The FCDJFS and the WEP Sponsor agree that, as a condition of this agreement, there shall be no discrimination against any WEP Participant or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments, the Discrimination Act of 1975 or Section 4112 of the Ohio Revised Code. It is further agreed that the WEP Sponsor will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons under this agreement.
8. POLITICAL ACTIVITY: The WEP Sponsor agrees that WEP Participants are not to perform political, partisan, or electoral activities.
9. RELIGIOUS ACTIVITY: The WEP Sponsor agrees to comply with the provisions found in Section 104 of HR 3734.
10. WORKING CONDITIONS: The WEP Sponsor agrees to meet all applicable federal, state, and local health and safety standards, and provide reasonable work conditions, and provide the WEP Participant with applicable work rules (written and oral) and health and safety standards.
11. POSITIONS AND DUTIES: The WEP Sponsor agrees to provide opportunities for WEP Participants to further develop existing skills or learn new skills to enhance their chances for securing unsubsidized employment and to assign WEP Participants duties that are consistent with their position description. The FCDJFS will not assign a WEP Participant to a WEP position until an approved position description has been developed.
12. HOURS OF WORK: **The WEP Sponsor agrees to ensure that WEP Participants do not work more than the required number of hours as established by the FCDJFS and to allow WEP Participants to observe those holidays which are observed by the WEP Sponsor.** The observed holidays are considered an excused absence when they fall on days that would normally be scheduled workdays, and WEP Participants shall not be required to make up the time. \_\_\_\_\_ Initial

Limitations regarding hours of participation are exclusive of:

- (a) Travel time to and from the worksite.
- (b) Travel time to and from the child care provider.
- (c) Mealtime for which regular employees of the WEP Sponsor are not compensated.

The FCDJFS shall not require WEP Participants to report to the worksite if a strike or other labor disputes develops after the start of the work assignment.

13. **SCHEDULING AND ASSIGNING WORK HOURS:** The WEP Sponsors shall designate those WEP positions, which require an interview and approval prior to placement of a WEP Participant. If no interview is designated, the FCDJFS shall assign WEP Participants to the worksite to fulfill the WEP Participants work hour requirement. The WEP Participant may be reassigned to another worksite if:
  - (a) There is no longer sufficient work at the worksite or the cooperative agreement with the WEP Sponsor is terminated.
  - (b) Reassignment provides greater opportunities to develop and learn skills.
  - (c) Reassignment is necessary to resolve a complaint or grievance.
  - (d) Reassignment is necessary because the WEP Participant's work-related expenses exceed the maximum work allowance.
14. **TOOLS, EQUIPMENT, SUPPLIES, and TRANSPORTATION:** The WEP Sponsor agrees to provide any tools, equipment, transportation, and supplies required on the worksite for the WEP Participant to complete assigned duties.
15. **SUPERVISION AND ON-THE-JOB TRAINING:** The WEP Sponsor agrees to:
  - (a) Provide training or orientation and supervision vital to the WEP Participants efficient performance of the work assignment.
  - (b) Provide on-the-job training, if necessary, to improve the skills of WEP Participants for the type of WEP assignments provided.
  - (c) Ensure the WEP Participants are knowledgeable of the work standards they are expected to meet.
16. **DISPLACEMENT OF OTHER PERSONS:** The WEP Sponsor agrees that WEP Participants in the OWF Program shall not be assigned to work program activities which result in the displacement of other persons. Should an employee of the WEP Sponsor feel he/she has been displaced due to the activities of a WEP Participant, he/she may file a complaint with the FCDJFS OWF Program. Displacement occurs when a WEP Participant's assignment results in removing or discharging employees or individuals or otherwise denying such assignment to persons who:
  - (a) Are already employed as regular full-time or part-time employees.
  - (b) Are or have been employed full-time or part-time as WEP Participants in SEP or in other publicly subsidized employment and training programs.
  - (c) Are or have been involved in a dispute between a labor organization and the WEP Sponsor.
  - (d) Have been laid off and are either receiving unemployment compensation or subject to recall under the established policies of the WEP Sponsor.

WEP Participants shall not be used to fill existing vacant positions or to perform work which reduces the number of hours by regular or part-time employees or reduces the number of positions that would otherwise be filled by regular employees.

17. **COMPLAINT:** The FCDJFS shall investigate all complaints that a violation may have occurred. If it is determined that a violation(s) exists:
  - (a) No WEP Participant shall be assigned to the WEP Sponsor until the violation(s) is corrected and
  - (b) And such violation(s) cannot be corrected to the satisfaction of the FCDJFS, this agreement is null and void.

Further, the FCDJFS will administer a complaint procedure available for regular employees of the WEP Sponsor who feel displacement has occurred because of a WEP Participant Assignment.

18. **COLLECTIVE BARGAINING AGREEMENTS:** The WEP Sponsor agrees that if as a party to a collective bargaining agreement which is in effect at the worksite, the WEP Sponsor will notify the union that WEP Participants are being

assigned to the worksite and provide FCDJFS with documentation that such notification has been given. The FCDJFS will inform the WEP Participant of the existence of a collective bargaining agreement when one exists at the worksite.

The WEP Sponsor further agrees that the WEP assignments and positions will not have been developed in response to, or are in any way associated with the existence of a strike, lockout, or bona fide labor dispute; also, they do not violate any existing labor agreement, or interfere or conflict with the collective bargaining agreement.

19. **EMPLOYEE STATUS:** A WEP Participant shall not be considered an employee of the WEP Sponsor, the FCDJFS or the ODJFS. Therefore, the WEP Participant is not entitled to any benefits and privileges of any employee. WEP Participants are not covered by unemployment compensation.
20. **EMPLOYMENT:** The WEP Sponsor agrees to consider for hire qualified WEP Participants when the individual has displayed good work habits and has met the Sponsor's expectation throughout the WEP assignment period.
21. **INDEMNITY AND INSURANCE:** Sponsor agrees to document self insurance status upon request by Franklin County Department of Job and Family Services.
22. **MONITORING AND EVALUATION:** The FCDJFS and the WEP Sponsor will monitor at least quarterly and more often when needed, the manner in which the terms of the agreement are being carried out and evaluate the extent to which the objectives are being achieved.
23. **TERMINATIONS:** Penalties are provided under law for any WEP Sponsor who knowingly obtains a benefit to which he/she is not entitled. If such violation occurs, this agreement shall be null and void. This agreement may be terminated at any time upon thirty days written notice by either party. Termination notice should be sent to:

Attention:  
Community Relations Manager  
Franklin County Department of Job and Family Services  
1721 Northland Park Avenue  
Columbus, Ohio 43229

24. **AMENDMENT OF AGREEMENT:** This agreement may be amended at any time by a written amendment signed by all parties in the manner required by state regulations.
25. **PUBLICITY:** In any publicity release or other public reference including media releases, information pamphlets, etc. on the services provided under this agreement, it will be clearly stated that the services are funded by the Ohio Department of Job and Family Services Ohio Works First Program administered by the Franklin County Department of Job and Family Services through its Employment Opportunities Program.
26. Verify the accuracy of the Participant's reported time through the usage of the online system WORCS. (Client self-attests hours through a client attendance portal (online) and reports daily hours; an electronic time sheet will be produced weekly and forwarded electronically to the location; and the site will the annotate its approval/changes/or denial of the time)



EXHIBIT I:

SCOPE OF SERVICE

THE WEP Sponsor Shall:

1. Receive new referrals electronically.
2. Assume full responsibility for providing the WEP participant with:
  - a) applicable work rules (written and oral),
  - b) applicable health and safety standards,
  - c) the training or orientation and supervision vital to efficient performance of the work assigned and,
  - d) any tools, equipment, transportation, and supplies required on the worksite.
3. Ensure that the WEP Participant's duties are at all times consistent with the position description for the job assignment.
4. Provide Access to a computer and internet on site for annotation of client hours.
5. Verify the accuracy of the Participant's reported time through the usage of the online system WORCS. (Client self-attests hours through a client attendance portal (online) and reports daily hours; an electronic time sheet will be produced weekly and forwarded electronically to the location; and the site will the annotate its approval/changes/or denial of the time)
6. Complete a WEP Participant Evaluation Form for each assigned WEP Participant and submit it through the WORCS system on a monthly basis, or upon termination of the participant.
7. Verify the accuracy of the Participant's reported time through the usage of the online system WORCS. (Client self-attests hours through a client attendance portal (online) and reports daily hours; an electronic time sheet will be produced weekly and forwarded electronically to the location; and the site will the annotate its approval/changes/or denial of the time).
8. Ensure that WEP Participants do not work more than the required number of hours as established by the OWF Program.
9. Ensure that WEP Participants are knowledgeable of the work standards they are expected to meet.
10. Report all WEP Participant on-the-job injuries or accidents immediately to the OWF Case Manager.

The Vendor chosen to provide Ohio Work First – Work Activities Services and Management Services for FCDJFS will need to adhere to the terms outlined in the Contract Agreement Boilerplate. The boilerplate will delineate the units of service, unit costs, and total contract amount for the program. The boilerplate is subject to change.

**Contract # 25-15-xxxx**

**CFDA #: 93.558**  
**Federal Agency: US Department of Health and Human Services**  
**Award Name: TANF – Temporary Assistance to needy Families**

**THE FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
 PURCHASE OF SERVICE CONTRACT WITH  
VENDOR**

This contract is made and entered into on \_\_\_\_\_, by and between the Board of Commissioners of Franklin County, Ohio, on behalf of the Franklin County Department of Job and Family Services (FCDJFS) and Vendor doing business at address, (hereinafter referred to as "Vendor").

Background Information

- A. Pursuant to the Ohio Administrative Code (OAC) and rules promulgated by the Ohio Department of Job and Family Services (FCDJFS), the Franklin County Department of Job and Family Services (FCDJFS) is authorized to contract with public and private organizations for the purchase of TANF services.
- B. FCDJFS desires to enter into this Purchase of Service Contract with the Vendor in order to assist FCDJFS with ending the dependence of needy parents on government benefits by promoting job preparation, work, and marriage, upon the terms and conditions of this Contract.

**Scope of Work:** brief description of the services to be provided and outcomes expected.

Provisions.

**ARTICLE I: TIME, DELIVERABLES, COMPENSATION, AND REPORTING**

**A. PURCHASE OF SERVICE:** Subject to terms and conditions set forth in this Contract, including the appendices outlined in Article L below, which are on file at FCDJFS and available for review by the Vendor, the Vendor agrees to furnish those specific services detailed in this Contract.

**B. CONTRACT PERIOD:** This contract will be effective from October 1, 2014 through September 30, 2017 inclusive, unless otherwise terminated. The contract period may be extended for up to 12 months upon these terms by mutual consent of the parties and contingent upon the availability of funding.

**C. AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of federal, state, and local program funds.

**D. COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article I-D hereof and as detailed in Appendices A (Clarification of Contract Terms), B (SEP Verification of Hire Form), on file at FCDJFS, the amount to be paid for such purchased services shall be by a fixed unit rate, based on the following allowable units of service (the "Purchased Services"):

**Services to be provided from October 1, 2014 through September 30, 2015**

<u>UNIT OF SERVICE</u>	<u>UNIT COST</u>	<u>UNITS UNDER CONTRACT</u>	<u>TOTAL COST</u>
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**Total Value of Contract**

**E. PURCHASED UNITS OF SERVICE:** It is the responsibility of the Vendor to monitor the expenses authorized by FCDJFS in accordance with the provisions of Section D above. Should the Vendor incur expenses in excess of what was authorized by this Contract, the Vendor shall be responsible for the expense(s) incurred.

The VENDOR expressly understands that FCDJFS will not compensate the VENDOR for any work performed prior to notification from FCDJFS, and the Vendor expressly understands that FCDJFS shall not compensate the VENDOR for

any work performed after the termination date set forth in this Contract or in the event this Contract is terminated pursuant to ARTICLE III-E, *Termination and Suspension*.

**F. ELIGIBILITY:** When applicable, the eligibility of individuals to receive services will be determined in accordance with the policies and procedures established by the Franklin County Department of Job and Family Services. The Vendor shall provide service only for those individuals referred and determined eligible by FCDJFS..

The FCDJFS shall be the final authority in determining which consumers will be served under the terms of this contract as specified in this Article F, *Eligibility*.

**G. INVOICING:** The Vendor shall bill monthly and the invoice shall be received by FCDJFS no later than fifteen (15) calendar days following the month of service. The Vendor will use the invoice format provided by FCDJFS. The invoice summary will show the date of the invoice and the period for which the services billed were rendered. Invoices may be submitted only for actual services provided during the effective dates of the contract, not to exceed the number of units authorized by FCDJFS, and must reflect the approved fixed unit cost for each unit of service. The Vendor must certify that claims made to FCDJFS for payment of purchased services are for actual services rendered to eligible individuals, if applicable, and are for the completion of contracted measures/standards. The Vendor must maintain documentation of all expenses, which must be made available upon request by FCDJFS and will be verified during the Vendor monitoring.

FCDJFS shall review the submitted invoice for completeness and accuracy before making payment within forty-five (45) days after approval, contingent upon the availability of federal, state, and local program funds. The expenditures reported on the invoice are subject to review by FCDJFS before payment is made. The Vendor hereby authorizes FCDJFS to adjust for mathematical errors, incorrect unit rates, or non-covered services and agrees that FCDJFS shall not reimburse the Vendor for services that do not have prior authorization, exceed the authorization, or exceed the maximum dollar amount of the contract.

FCDJFS does not have the ability to compensate the VENDOR for work performed under the Contract after the purchase order for the Contract has been closed. The final invoice for compensation of work performed under this Contract must be received by FCDJFS no later than thirty (30) days after the termination date of this Contract. Failure of the VENDOR to submit the final invoice by this deadline will be deemed forfeiture and waiver by the VENDOR for any claims for all remaining compensation due hereunder.

**H. DUPLICATE INVOICING:** The Vendor certifies that any costs incurred under this Contract shall not be chargeable to or included as a cost in any other federally financed program in either the current or a prior period. Further, the Vendor warrants that claims made to FCDJFS for payment of Purchased Services under this Contract shall be for actual expenses for the employee(s) hired under this Contract and do not duplicate claims made by the Vendor to other sources of funds for the same service.

**I. REPORTING:** The Vendor will provide monthly reports to FCDJFS regarding Purchased Services provided on a schedule specified by FCDJFS. Reporting may be required via electronic media. Reporting categories will be provided by FCDJFS. The Vendor shall also submit a report to FCDJFS summarizing actual expenses on per employee hired under this Contract using the format provided by FCDJFS. Each monthly expenditure report is due no later than no later than fifteen (15) calendar days following the month of service.

If actual expenditures are less than the amount paid by FCDJFS to the Vendor for Purchased Services, the Vendor shall be required to repay the difference to FCDJFS. The deadline for repayment of this difference shall be due to FCDJFS no later than ninety (90) days following the end of the contract period.

**J. ANNUAL RECONCILIATION:** A reconciliation will be completed by FCDJFS no later than sixty (60) days following the end of the contract period. Actual costs must be reconciled against revenue received as evidenced by supporting documentation. Any funds received in excess of actual expenditures must be returned to FCDJFS no later than ninety (90) days following the end of the Contract Period.

**K. PUBLICITY:** In any publicity release or other public references including media releases, information pamphlets, etc., regarding the services provided under this Contract, it will be clearly stated that the services are funded by the Franklin County Board of Commissioners and administered by FCDJFS.

## **ARTICLE II: PROCUREMENT, SUBCONTRACTING COMPLIANCE, AND AUDIT RESPONSIBILITIES**

**A. PROCUREMENT REQUIREMENTS:** The procurement requirements for contracts are found in the Ohio Administrative Code (OAC) 5101:9-04-02 (Standards of Acquisition) and OAC 5101:9-4-07 (Procurement Requirements), Ohio Revised Code 307.86 (Competitive Bidding Required –exceptions). In order to subcontract or enter into a secondary contract agreement for services, the Vendor is also subject to the procurement requirements outlined in the foregoing regulatory provisions.

**B. EXECUTION OF SUBCONTRACTS:** In the event the Vendor determines to deliver some of the Purchased Services through a subcontractor, the Vendor agrees that each subcontract shall be properly procured in accordance with the standards listed in ARTICLE II-A *Procurement Requirements* or the Vendor's procurement requirements, whichever is the most restrictive. All subcontracts shall be subject to the same terms, conditions and covenants contained in this Contract and shall allow FCDJFS to pursue direct claims against the subcontractor. The Vendor is required to secure the following documentation which verifies that the subcontractor is in no way excluded from receiving state, local, federal funds: (a) The System of Award Management (located at <https://www.sam.gov/portal/public/SAM>), (b) The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/resources/findings/certified/default.aspx>.

1.

All subcontracts shall explicitly state the description of services, rate of pay, subcontract amount, subcontract period, and any other descriptive information regarding the services to be provided consistent with the provisions of this Contract. All subcontracted costs shall be accounted for in the Vendor's budget as professional fees or subcontracted services. The Vendor is responsible for making direct payment for such services to the subcontractor and shall expressly state that in no event shall the County or FCDJFS be responsible for any such payments. Notwithstanding the foregoing, the Vendor agrees that it shall not make any payment on subcontracted services without first having filed the signed subcontract with FCDJFS. No subcontracts shall in any case relieve the Vendor of any duty, obligation, or liability undertaken by the Vendor pursuant to this Contract.

3.

**C. INDEPENDENT VENDORS:** Vendor will act in performance of this Contract in an independent capacity, and not as officers, employees, or agents of the Ohio Department of Job and Family Services, the County, or FCDJFS.

**D. RESPONSIBILITY FOR AUDIT:** The Vendor shall maintain all books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all expenses and administrative costs of any nature incurred in the performance of this Contract. Such records shall be made available at all reasonable times during regular business hours for inspection, review, or audit by duly authorized Federal, State, County, and FCDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by this contract agreement.

The Vendor agrees to, if required by the director of FCDJFS because of a suspicion of misuse or improper accounting of funds for which the Vendor is responsible, have conducted an independent audit of expenditures and make copies of the audit available to FCDJFS.

The Vendor shall make available to FCDJFS all other audit reports upon request.

**E. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Vendor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate county, state, or federal audit directly related to the provisions of the contract, or subcontract. The Vendor agrees to pay FCDJFS for all amounts due as a result of audit exceptions.

The Vendor agrees to pay to FCDJFS the full amount of the payment received on behalf of individuals for whom eligibility has not been established in accordance with policies and procedures established by the Franklin County Department of Job and Family Services, if applicable.

The Vendor agrees to pay to FCDJFS the full amount of payment received for services not covered by the contract.

The Vendor agrees to pay to FCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.

As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.

The Vendor is responsible and agrees to pay for any audit exception by appropriate county, state, or federal audit identified within a subcontract as defined in Article II-B, *Execution of Subcontracts*

Any payments due under the provisions of this section shall be paid by the Vendor within 90 days of demand for payment by FCDJFS,

**F. RETENTION OF RECORDS:** The Vendor shall maintain and preserve all records related to this contract. This includes any documentation used in the administration of the program. Records must be maintained for a period of seven years from the termination date of this Contract or the closure of an outstanding audit. The Vendor will assure the maintenance of such records for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by FCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven year period, the Vendor shall retain the records until completion of the action and all issues which arise from it or until the end of the seven year period, whichever is later.

**ARTICLE III: NOTICES, AMENDMENTS, BREACH, SUSPENSIONS, AND TERMINATIONS**

**A. NOTIFICATION OF SIGNIFICANT DEVELOPMENTS:** The Vendor shall immediately notify FCDJFS in writing of developments that have a significant impact on the Purchased Services to be provided under this Contract or the performance of any other material obligation under this Contract. Written notification shall be given in the case of problems, delays, or adverse conditions which materially impair the Vendor's ability to meet the objectives of the Contract. The notification must include a statement of the action taken or the proposed course of action. FCDJFS will provide technical assistance and approval of any significant change and will amend the contract as it deems necessary and appropriate in its sole and absolute discretion.

**B. NOTICE:** Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service via registered or certified mail and addressed as follows:

Vendor Agency	Franklin County Department of Job and Family Services
Vendor Agency Director	Anthony S. Trotman, Director
Vendor Agency Street Address	1721 Northland Park Avenue
Vendor Agency Street Address Line 2	1 <sup>st</sup> Floor
Vendor Agency City, State Zip Code	Columbus, OH 43229
Vendor Telephone #	

**C. AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment mutually agreed to and signed by all parties in the manner required by state regulations. The Vendor will be required to submit a revised budget supporting the changes made in the amendment, unless FCDJFS grants a written exception.

**D. DELEGATION OF AUTHORITY:** Pursuant to authority assigned by the Franklin County Board of Commissioners under Ohio Revised Code 329.04, the Director of the Franklin County Department of Job and Family Services has the power to directly consent to and execute extensions and renewals of the contract period for up to one year under Article I-B, *Contract Period*, execute amendments under Article III-C, *Amendment of Contract*, and terminate the contract under Article III-E, *Termination and Suspension* This power is limited as follows:

The cost for the new contract period under any contract extension or renewal may be less than but not greater than the original/underlying contract on a prorated basis. The power to amend is limited to increasing or decreasing the unit cost and the number of units under contract (as set forth in Article I-D, *Cost and Delivery of Purchased Services*), with the restriction that costs remain equal to or less than the total original/underlying costs on a prorated basis. All other terms and conditions are to remain the same.

**E. TERMINATION AND SUSPENSION:** Notwithstanding other provisions in this ARTICLE III, either party may terminate this Contract at will by giving thirty (30) days written notice to the other party. Upon thirty (30) days written notice to the VENDOR, FCDJFS may suspend this Contract at FCDJFS's sole discretion.

Notwithstanding this ARTICLE III, *Notices, Amendments, Breach, Suspensions, and Terminations*, FCDJFS may suspend or terminate this Contract immediately upon delivery of written notice to the VENDOR if FCDJFS has discovered any illegal conduct on the part of the VENDOR, any violation ARTICLE V: *Certifications and Assurances Made by the VENDOR*, loss of funding as set forth in ARTICLE I-C *Availability of Funds*, or the filing of a petition in bankruptcy (or similar proceeding) by or against the VENDOR.

The VENDOR, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received, that describes the status of all work under this Contract that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that FCDJFS may require. Suspension, termination, or expiration of this Contract shall not limit the VENDOR's

continuing obligations with respect to Deliverables paid for by FCDJFS prior to the suspension or termination nor will it limit FCDJFS's rights in those Deliverables.

In the event of suspension or termination under this ARTICLE III, *Notices, Amendments, Breach, Suspensions, and Terminations*, the VENDOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE I-G, *Invoicing*, for the work performed prior to the VENDOR's receipt of notice of suspension or termination. Compensation will be calculated by FCDJFS based on the compensation structure set forth in ARTICLE I-D, *Cost and Delivery of Purchased Services*, less any funds previously paid by or on behalf of FCDJFS, or in the case of services for which VENDOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by FCDJFS, less any funds previously paid by or on behalf of FCDJFS.

**F. CURE OF BREACH:** Except as otherwise provided in Section E, *Termination and Suspension* of this ARTICLE III the VENDOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from FCDJFS that VENDOR is in breach of any of its obligations under this Contract and such proposed course of action is acceptable to FCDJFS. If the VENDOR fails to cure the breach within the thirty (30) calendar days or if the breach is not curable, FCDJFS may immediately suspend or terminate this Contract. FCDJFS may also suspend or terminate this Contract if the breaches by the Vendor are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section F, "persistent" means that FCDJFS has notified the VENDOR three (3) times in writing of the VENDOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, FCDJFS may suspend or terminate this Contract without a cure period if the VENDOR again fails to meet any contractual obligation. At the sole discretion of FCDJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section F. In such instances, FCDJFS will include in its notice of breach the shorter cure period deemed appropriate.

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

**G. WAIVER OF OBLIGATIONS:** If FCDJFS or the VENDOR fails to perform an obligation or obligations under this Contract and the failure is thereafter waived by the other party, FCDJFS and the VENDOR understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures

#### **ARTICLE IV: EQUAL EMPLOYMENT OPPORTUNITY, EQUAL TREATMENT, CIVIL RIGHTS AND LEGAL COMPLIANCE**

**A. EQUAL EMPLOYMENT OPPORTUNITY:** In carrying out this Contract, the VENDOR agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The VENDOR will ensure that applicants are hired and that employees are treated during employment in matters of 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, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The VENDOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.

The VENDOR further agrees that it shall include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to such subcontract, secondary contract agreement, award, or procedure.

**B. EQUAL TREATMENT:** Pursuant to Section 45 CFR 87.1 and 45 CFR 87.2, the Vendor warrants and agrees to the following: The Vendor agrees to comply with the requirements governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct funding may still engage in inherently religious activities, but such activities must be separate in time or place from the funded program, and participation in such activities by individuals receiving services from the Vendor, subcontractor, or secondary vendor must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

**C. CIVIL RIGHTS:** The FCDJFS and the Vendor agree that as a condition of this contract, there shall be no discrimination against any eligible individual or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Vendor will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons under this contract.

**D. LEGAL COMPLIANCE:** Pursuant to Section 125.111 of the Ohio Revised Code, the Vendor warrants and agrees to the following: (1) That in the hiring of employees for the performance of work under the contract or any subcontracts or secondary contracts, the Vendor shall not by reasons of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the contract agreement relates; and (2) That neither the Vendor nor any of its subcontractors, or any person acting on behalf of the Vendor shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract agreement on account of race, color, religion, sex, age, disability, national origin, or ancestry.

The VENDOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the VENDOR complies with all applicable federal and state nondiscrimination laws. The VENDOR will incorporate the foregoing requirements of this ARTICLE IV, *Equal Employment Opportunity, Equal Treatment, Civil Rights, and Legal Compliance* in all solicitations or advertisements for employees placed by or on behalf of the VENDOR and in all of its contracts for any of the work prescribed in this Contract. The VENDOR will also require all of its Subcontractor to incorporate such requirements in all subcontracts for any part of the work under this Contract.

**E. AMERICANS WITH DISABILITIES ACT:** The VENDOR, its officers, employees, members, and subcontracts hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

**F. FEDERAL PRE-EMPTION:** Except when pre-empted by Federal statute and/or federal award guidelines, the Vendor shall not, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.

**G. INDEMNITY AND INSURANCE:** if the vendor is not a political subdivision of the State of Ohio then the vendor agrees to:

**INDEMNITY:** The Vendor agrees that it shall at all times during the existence of this Contract indemnify and save harmless the FCDJFS, the Ohio Department of Job and Family Services, and the Franklin County Board of Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

**INSURANCE:** The Vendor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

Section G shall apply unless specifically waived in writing by FCDJFS.

**H. GOVERNING LAW:** This contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the Vendor hereby irrevocably consents to such jurisdiction.

#### **ARTICLE V: CERTIFICATIONS AND ASSURANCES MADE BY VENDOR**

By executing this Contract, the VENDOR certifies recurrent and continued compliance with each condition listed in this ARTICLE V, *Certifications and Assurance Made by Vendor*. The VENDOR's certification of compliance with each of these conditions is considered material representations of fact upon which FCDJFS relied upon in entering into this Contract.

The VENDOR certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the contract period the VENDOR becomes disqualified from conducting business in Ohio for any reason, the VENDOR must immediately notify FCDJFS of the disqualification, and immediately cease performance hereunder.

If any of the information pertaining to ARTICLE V, Sections A-L changes after the Contract has been signed, the VENDOR agrees to report such changes immediately to FCDJFS in writing to the address listed for notice in ARTICLE III-B, *Notices*.

If at any time the VENDOR is not in compliance with the conditions certified and affirmed in this ARTICLE V, Section A -D, FCDJFS will consider the contract *void ab initio* and will deliver written notice to the VENDOR. Any funds paid by the FCDJFS for work performed before the VENDOR was notified that the Contract was considered *void ab initio* will be immediately repaid or FCDJFS may commence an action for recovery of the funds paid.

**A. DEBARMENT AND SUSPENSION:** The VENDOR certifies that neither the VENDOR, nor any principal of the VENDOR is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations. (Located at <https://www.sam.gov/portal/public/SAM>)

**B. UNRESOLVED FINDINGS FOR RECOVERY:** The VENDOR certifies that the VENDOR is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/resources/findings/certified/default.aspx>

**C. GOOD STANDING WITH SECRETARY OF STATE:** The VENDOR certifies that the VENDOR is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies the VENDOR as having more than one (1) unfair labor practice contempt of court finding.

**D. DELINQUENT PERSONAL PROPERTY TAXES:** By the signature affixed on the attached Appendix C, *Delinquent Personal Property Taxes*, the Subrecipient certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

**E. CONFLICT OF INTEREST AND ETHICS:** The VENDOR affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of the VENDOR's responsibilities under this Contract. The VENDOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to FCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless FCDJFS will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to FCDJFS in writing to the address listed for notice in ARTICLE III-B *Notice*.

The VENDOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. The VENDOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

**F. RECEIPT OF COMPENSATION:** The VENDOR agrees to refrain from promising or giving to any FCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. VENDOR also agrees that it will not solicit an FCDJFS employee to violate any FCDJFS rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. VENDOR affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if VENDOR is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with the FCDJFS Chief Legal Counsel in addition to any other required filings.

**G. LOBBYING RESTRICTIONS:** No federal funds paid to VENDOR through this or any other agreement with FCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. VENDOR further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), VENDOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.

VENDOR is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.

**H. PROHIBITION AGAINST POLITICAL/RELIGIOUS ACTIVITY:** The VENDOR shall not use any funds provided under the Agreement for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities or services.

**I. CHILD SUPPORT ENFORCEMENT:** VENDOR agrees to cooperate with FCDJFS, ODJFS, and any child support enforcement agency in ensuring that VENDOR and the employees of VENDOR meet child support obligations established under state or federal law. Further, by executing this Contract, VENDOR certifies present and future compliance with any court or valid administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123. The VENDOR further agrees that it will include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to this contract.

**J. SAFEGUARDING OF PARTICIPANTS:** VENDOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

The Vendor agrees that the use or disclosure by any party of any personally identifiable information concerning public assistance recipients for any purpose not directly related to the administration of FCDJFS or Vendor's responsibilities with respect to the individual's subsidized employment is prohibited, except upon the written consent of the eligible individual.

FCDJFS and the Vendor agree, subject to federal and state confidentiality regulations, to share with each other and with any subcontractors, secondary vendors, or other parties providing services under this contract the results and performance outcomes achieved through contract activities

**K. DRUG-FREE WORKPLACE:** The VENDOR, its officers, employees, members, any subcontractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The VENDOR will make a good faith effort to ensure that no VENDOR officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

**L. CULTURAL COMPETENCY:** FCDJFS supports and adheres to the definition of Cultural Competency adopted by the State of Ohio. In doing so, FCDJFS requires that the Vendor adheres to the standard and offers programming and services with this standard in mind:

*Cultural Competency is a continuous learning process that builds knowledge, awareness, skills and capacity to identify, understand and respect the unique beliefs, values, customs, languages, abilities and traditions of all Ohioans in order to develop policies to promote effective programs and services.*

**M. APPENDICES:** All Appendices listed below are on file at FCDJFS and are hereby incorporated into and made a part of this contract:

- Appendix A – Clarification of Terms
- Appendix B – Budget
- Appendix C – Excluded Parties List System Search Results
- Appendix D – Auditor of State – Unresolved Findings for Recovery Certified Search results
- Appendix E – Certificate of Continued Existence or Certificate of Good Standing from the Ohio Secretary of State
- Appendix F – Charitable Organization Registration Statement with the Ohio Attorney General (if Applicable)
- Appendix G – PO Proof List

IN WITNESS WHEREOF, the duly authorized representatives of the parties have entered into this Purchase of Service Contract, effective as of the day and year outlined in Article I(B) above.

BOARD OF COMMISSIONERS OF  
FRANKLIN COUNTY, OHIO, on behalf of  
FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

BY: \_\_\_\_\_  
Marilyn Brown, President

BY: \_\_\_\_\_  
Paula Brooks, Commissioner

BY: \_\_\_\_\_  
John O'Grady, Commissioner

\_\_\_\_\_  
Vendor

BY: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

AGREEMENT APPROVED AS TO FORM:

RON O'BRIEN  
PROSECUTING ATTORNEY  
FRANKLIN COUNTY, OHIO

DATE OF SIGNATURE: \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
Assistant Prosecuting Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address