REQUEST FOR PROPOSAL

Sub-Grantee Provider
for
Workforce Development Services for Youth

OFFERED BY:
NORTHWEST OHIO JOB CENTER
OF DEFIANCE, FULTON, HENRY, AND WILLIAMS COUNTIES

Table of Contents	Page
I. General Grantee Information A. Background B. Purpose C. Project Objectives D. Anticipated Time Table/Date of Submission E. Time Frames, Funding Source and Availability F. Funding Estimates G. Geographic and Service Provision H. Communication Clarification Opportunity – Q & A	3
II. Applicant Experience and Qualifications	5
III. Scope of Work and Deliverables A. Target Population B. Performance Standards C. Technical Proposal for Project's Work Plan D. Scope of Work and Expected Deliverables	6
IV. Project Cost Proposal	10
V. Proposal Format and Submission A. Proposal Format B. Proposal Submission Instructions	10
VI. Sub-grantee Selection	11
VII. Applicant Appeal Process	11
Attachments	
A. Request for Proposal Application, Assurances and Certifications	13
B. Declaration Regarding Material Assistance/ Non-Assistance to a Terrorist Organization	20
C. Affidavit in Compliance	22
D. Technical Program Work Plan (Narratives)	23
E. Cost Proposal (Budget Sheets)	24
F. Evaluation Criteria	29
G. Sub-Grant Agreement Template	31

I. General Grantee Information

A. Background

The Workforce Investment Act of 1998 (WIA, Public Law 105-220) provides local communities with the framework for creating comprehensive and effective service pathways to address the needs of youth facing significant barriers which prohibit or limit their ability to successfully transition to self sufficient working adults and respectable citizens within their community. Public Law 105-220 gives direction to the local Boards of County Commissioners to designate the workforce development agency to implement and maintain these service pathways. The Northwest Ohio Job Centers of Defiance, Fulton, Henry and Williams Counties are jointly designated as a workforce services system to administer and enforce the workforce service activities in each of the four counties. While the four counties remain autonomous from one another through separate funding, staffing and individual county contracts; the four Job Centers collaborate in workforce programming design and when jointly announcing the release of Requests for Proposal (RFP) involving the youth program.

B. Purpose

As the designated workforce development system, the Northwest Ohio Job Centers jointly announce the release of this Request for Proposal (RFP) for the purpose of obtaining competitive bids through fair and open competition for the delivery of innovative employment and training services to eligible youth ages 16 through 21 in the four county system. The scope of deliverables for this RFP is found on pages 6 through 9.

This Request for Proposal(s) is not in itself an offer of work nor does it commit the Job Centers, Area 7 or the Boards of County Commissioners to fund any proposal submitted, nor will these parties be liable for any costs incurred in the preparation or research of proposals.

C. Project Objectives

The expected goal to be achieved with the use of these funds is for youth to successfully transition to adulthood by entering and being retained in a self-sustaining job or a position of suitable employment for the individual's capacity level, enrolling in higher education, or receiving advanced training.

D. Anticipated Procurement Timetables and Time and Date of Submission

Release Date	September 1, 2012
Question and Answer Period	September 1 - September 14, 2012 @ 4:00 pm EDT
Deadline for Proposal Submission	Friday, September 21, 2012 @ 4:30 pm EDT
Award Notification (tentative)	October 8, 2012
Award Start Date	January 1, 2013
Grant Period	January 1, 2013 through December 31, 2013
Renewal Options	Two 1 (one) year renewal periods

E. Time Frames, Funding Source and Availability

The Job Centers are seeking to enter into sub-grant agreements with qualified grantees for the period of January 1, 2013 through December 31, 2013 to operate the WIA youth program within the four county area, with the option to renew for two 1 (one) year extensions. The Job Centers will award the

proposal(s) that offer the most innovative, comprehensive and advantageous youth projects at a price that is reasonable, fair and justified. Each county's grant award is based on the WIA youth allocation received by that county's workforce agency and therefore this RFP is contingent upon the availability of federal or state funding within each county.

F. Funding Estimates

Applicants should submit a cost proposal for each county in which the applicant intends to provide services. The chart below represents each county's estimate of available funding in calendar year (CY) 2013. As Public Law 105-220 requires a portion of the youth funds be used to provide activities to out-of-school youth, this RFP sets that requirement at no less than 35% of youth funding be used to provide activities for out-of-school youth. Applicants must be applying for both categories of services to access both funding streams.

County	Total Estimated WIA Funds Available to Award	Out-of-School Funds (must be at least 35% of total award)	In-School Funds
Defiance	$85,000	$29,750	$65,000
Fulton	$110,000	$38,500	$55,250
Henry	$65,000	$22,750	$42,250
Williams	$100,000	$35,000	$65,000

Applicants will be required to have a functioning office within each county Job Center. Applicants should consider the county's estimated occupancy cost when completing the cost proposal for that county.

County	Defiance	Fulton	Henry	Williams
Job Center Estimated Annual Occupancy Costs	$6,653	$8,247	$6,119	$7,413

As the above noted grants and occupancy costs are only estimates, it is understood that these figures are within a range of what is expected in final funding and occupancy expenditures. The actual county grant and occupancy cost will be incorporated into each county's sub-grant agreement with the selected providers.

Should additional workforce funds be made available during the program year; it is the discretion of the Job Center system to expand existing youth programs, consider a proposal not initially funded under this released RFP if such proposal was rated in the competitive range, or issue a new RFP.

G. Geographic and Service Provision

Applicants may submit bids for any or all of the counties (Defiance, Fulton, Henry, and or Williams) to provide service. Also, bidders may bid on any or all of the service strategy areas.

H. Communication Clarification Opportunity - Question and Answer Period

Potential applicants may ask clarifying questions regarding this RFP beginning September 1, 2012 through 4:00 pm EDT on September 14, 2012. Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the

provision can be found. To ask a question, potential applicants must address their questions in written format to the appropriate county representative(s) noted below. Communication with any other employee is prohibited and any attempts at prohibited communication may result in complete disqualification of the applicant organization. When submitting an inquiry; the name of a representative of the potential applicant, the company name, phone number, and email address must be provided. The Job Centers' responders may, at their discretion, disregard any questions which do not appropriately reference an RFP provision or location within the RFP, or which do not include identification for the originator of the question. The Job Centers will not respond to any questions submitted after the date the Q&A period closes.

Service Delivery County	Programmatic Questions	Fiscal Questions
Defiance	Patricia Hoover hoovp@odjfs.state.oh.us	Cynthia Thatcher thatcc@odjfs.state.oh.us
Fulton	Melissa LaFountain mlafountain@fultoncountyoh.com	Melissa LaFountain mlafountain@fultoncountyoh.com
Henry	Shannon Jones joness@odjfs.state.oh.us	Joleen Brubaker brubaj@odjfs.state.oh.us
Williams	Judith Preston prestj01@odjfs.state.oh.us	Judith Preston prestj01@odjfs.state.oh.us

Technical support may be obtained by reviewing the WIA youth program information and performance requirements at www.ohio.gov/owd or by reviewing the Workforce Investment Act of 1998.

II. Applicant Experience and Qualifications

Applicants qualified to perform the work effectively and demonstrating accountability for achieving program outcomes, performance measures and use of funds will be considered for this grant. Qualifications or specifications of an applicant are as follows:

A. Applicants may be public, private non-profit and private for profit entities.

B. Proposals submitted by private non-profit organizations must include a copy of the applicant organization's current and valid non-profit 501(c)3 tax status determination letter from the Internal Revenue Service (IRS) in order to be eligible for consideration for funding.

C. Applicant must demonstrate they have the means to serve at-risk youth.

D. Applicant must identify by position and by name (if already named), those staff members the applicant includes in the budget costs. Please use the budget sheet labeled Employee Salary and Wage Report included with this RFP to report this information.

E. Applicant must attach a job description for each position included on the Employee Salary and Wage Budget Sheet (Attachment E).

F. Applicant must demonstrate that key program staff has the skills, training and level of working experience required to work with at-risk youth and describe the level of supervision to be given to these staff members.

G. Applicant should include a Table of Organization showing where the staff members identified in the budget sheet fit into the organization.

III. SCOPE OF WORK AND DELIVERABLES

A. Target Population

A youth will be considered program eligible when s/he demonstrates each of the following:

1. Is at least 16 years of age but not yet 22 years of age
2. Is a U.S. citizen, U.S. national, lawfully admitted permanent resident alien, refugee, asylee, parolee or other immigrant authorized by the U.S. Attorney General to work in the United States
3. Is in compliance with Selective Services legislation
4. Meets income eligibility requirements as defined in the Workforce Investment Act Section 101(25)
5. Has one or more of the following barriers:
   a. School Dropout
   b. Pregnant or parenting
   c. Basic Literacy Skills Deficient
   d. Homeless, Runaway or Foster Child
   e. Offender (misdemeanor or felony)
   f. Individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment

B. Performance Standards

Under current approved federal waiver, the state of Ohio and local Workforce Development Areas are held accountable to the performance criteria of the Common Measures addressed in the U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 17-05. This accountability to meet performance measurements is applicable to any sub-grantee of WIA funds. Therefore, applicants must demonstrate how their service delivery system, programs and activities will at a minimum meet the performance criteria for Youth Common Measures. The Common Measures for youth are described below:

Placement in Employment or Education

- Of those who are not in post-secondary education or employment (including the military and apprenticeship) at the date of participation:
  - The number of youth participants who are in employment (including the military and apprenticeship) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter divided by the number of youth participants who exit during the quarter.
  - Employment and education status at the date of participation are based on information that is collected from the participant. Individuals who are in secondary school at exit will be included in this measure.

Attainment of a Degree or Certificate

- Of those enrolled in education (at the date of participation or at any point during the program):
  - The number of youth participants who attain a diploma, GED, degree, or certificate by the end of the third quarter after the exit quarter divided by the number of youth participants who exit during the quarter.
  - The term education refers to participation in secondary school, post secondary school, adult education program, or other organized program of study that leads to a degree or a certificate. Individuals who are in secondary school at exit will be included in this measure. The term

certificate under this measure is defined in TEGL 17-05. Work readiness types of certificates are not accepted under this measure.

Literacy and Numeracy Gains

- Of those out-of-school youth who are basic skills deficient:
  - The number of youth participants who increase one or more educational functioning levels divided by the number of youth participants who have completed a year in the program (i.e., one year from the date of first youth program service) plus the number of youth participants who exit before completing a year in the youth program.
  - Only out-of-school youth who are basic skills deficient are included in this measure. In-school youth are excluded from this measure; however, the determination of school status is only made at the point of program participation. Out-of-school youth must be assessed in basic reading/writing, math, and language. It is allowable to use pre-tests that are administered up to six months prior to the first WIA youth service. Out-of-school youth who are not basic skills deficient based on the pre-test, are excluded from this measure. In order to count as a positive performance, the youth must have demonstrated in the post-test that she/he has advanced one or more educational functioning levels within one year from the date of the first youth program service. The measure will include out-of-school youth who were determined to be basic skill deficient, but were not given a post-test prior to exiting, or exited before completing one year in the youth program.

C. Technical Proposal for Project's Work Plan

The applicant's technical program proposal must clearly present a meaningful work plan for how In-School and Out-of School youth will access services, what service activities will be provided and how the applicant will monitor its service delivery to ensure youth are achieving positive results and performance measures are being met or exceeded. Technical work plans should be divided into two parts, with narratives defining the scope of deliverables to be provided or performed within each of the service strategies for In-School projects and Out-of-School projects. Applicants should use Attachment D when completing the technical program proposal.

Sub-contracted activities or Memorandums of Understanding for services in which the applicant is not able to provide directly are acceptable means of service delivery for this RFP. Final contract terms will include provisions of sub-contracting and the selected youth provider's responsibility for performance of any sub-contracted activity, including provisions for audit reviews and findings, quality of work, achievement of expected outcomes, and meeting or exceeding the federal performance measurements. Any portion of the program activities to be sub-contracted must be approved by the local Job Center(s) prior to the award of that sub-contract.

D. Scope of Work and Expected Deliverables

The following charts display the In-School and Out-of-School service strategies, recognized deliverables, and customer outcomes expected to be achieved through service delivery. Each service strategy section within both of the charts should be addressed in the technical program narratives work plan.
Applicant must be willing to transition and continue services to participants served under current WIA agreement ending December 31, 2012 until youth can be re-evaluated for services. Participation ranges in 20 – 50 youth/county. Applicant must be willing to initiate or continue follow-up services to all transitioned youth.

In-School Youth	Services for each In-School Youth (ISY) must be geared towards setting a specific career goal and working successfully to complete high school or related coursework in preparation for that specified career goal in post-secondary education and/or employment.

Service strategies for <u>In-School</u> Youth:	**Program Activities:**	**Expected Outcomes**
Pre-Enrollment Activities	*Outreach, Recruiting, Intake, Initial Assessment, Eligibility Determination, Referrals, and Creating the Case File	Accurate eligibility determinations, case files orderly and complete, appropriate referrals
Framework Activities	*Determine Basic Skills [TABE (9/10)] * Assess interests, aptitudes, traits and characteristics related to work and careers, supportive service needs, developmental, health and social needs *Record Assessment Results *Develop an Employment Plan (Individual Service Strategy plan) *Provide continued Case Management	Case files which document the completion of all framework activities
Improving Educational Achievement	*Access to Tutoring, ABLE GED *Access to Study Skills Training *Drop-Out Prevention Programs *Alternative Secondary School Services *FAFSA Application Assistance *Career Counseling	Increased: test scores, class grade, number of assignments completed, knowledge of and ability to apply organizational techniques and study skills, attendance, decrease in drop-out rate and disciplinary referrals
Preparing for and succeeding in Employment	*Summer Employment Opportunities *Paid and Unpaid Work Experiences – examples: developing work readiness skills, career exploration, internships, job shadowing, community service learning, entrepreneurship *Occupational Skills Training that result in the attainment of a certificate	Increased: employment opportunities, earnings, work readiness skills and knowledge, employability, occupational and academic skills, career awareness, appropriate work behaviors, ability to follow work policies and procedures, self-esteem and self-sufficiency
Developing Potential as Citizens and Leaders	*Access to Leadership Development Programs – Activities that encourage responsibility, employability or positive social behaviors Examples: Team leadership training, social behavior skill building, work and life skills training, parenting, budgeting, conflict resolution, community volunteering, peer mentoring	Increased: self awareness, tolerance, teamwork skills, parenting skills, citizenship knowledge
Supporting Youth	*Providing Support Services- e.g. transportation, child care, housing to allow participation, medical referrals, eyeglasses/protective eye gear, purchase of uniforms, work attire, work related tools, *Adult Mentoring (must last at least 12 months) *Comprehensive Guidance and Counseling by licensed counselor or social worker or appropriately trained staff	Increased: number of youth participating in WIA activities; Positive attitude toward adults, school and work; communication skills, Decrease in risky behaviors Improvement in mental health
Follow-up Services	*Provide Follow-up for minimum of 12 months following exit from program for any expense allowable under supporting Youth or Developing Potential as Citizens and Leaders	Increased: length of time youth remains employed, education or training, see outcomes for Supporting Youth and Leadership Development

Out-of-School Youth	Services for each Out-of-School Youth (OSY) must be geared toward the attachment to the labor force through career development planning and work opportunities.

Service strategies for Out-of -School Youth:	**Program Activities:**	**Expected Outcomes**
Pre-Enrollment Activities	*Outreach, Recruiting, Intake, Initial Assessment, Eligibility Determination, Referrals, and Creating the Case File	Accurate eligibility determinations, case files orderly and complete, appropriate referrals
Framework Activities	*Determine Basic Skills [TABE (9/10) standard] * Assess interests, aptitudes, traits and characteristics related to work and careers, supportive service needs, developmental, health and social needs *Record Assessment Results *Develop an Employment Plan (Individual Service Strategy) *Provide continued Case Management	Case files which document the completion of all framework activities
Improving Educational Achievement	*Access to Tutoring, ABLE, GED *Access to Study Skills Training *FAFSA Application Assistance *Career Counseling *Literacy/Numeracy Programs	Increased: test scores, literacy and numeracy skills, knowledge of and ability to apply organizational techniques and study skills, attendance, social skills
Preparing for and succeeding in Employment	*Summer Employment Opportunities *Paid and Unpaid Work Experiences – examples: developing work readiness skills, career exploration, internships, job shadowing, community service learning, entrepreneurship *Occupational Skills Training that result in the attainment of a certificate *Apprenticeship Programs *Individual Training Account	Increase: employment opportunities, earnings, work readiness skills and knowledge, career awareness, appropriate work behaviors, ability to follow work policies and procedures, self-esteem and self-sufficiency
Developing Potential as Citizens and Leaders	*Access to Leadership Development Programs – Activities that encourage responsibility, employability or positive social behaviors Examples: Team leadership training, social behavior skill building, work and life skills training, parenting, budgeting, conflict resolution, community volunteering, peer mentoring	Increased: self awareness, tolerance, teamwork skills, parenting skills, citizenship knowledge
Supporting Youth	*Providing Support Services- e.g. transportation, child care, housing to allow participation, medical referrals, eyeglasses/protective eye gear, purchase of uniforms, work attire, work related tools, *Adult Mentoring (must last at least 12 months) *Comprehensive Guidance and Counseling by licensed counselor or social worker or appropriately trained staff	Increased: number of youth participating in WIA activities; Positive attitude toward adults, school and work; communication skills, Decrease in risky behaviors Improvement in mental health
Follow-up Services	*Provide Follow-up for minimum of 12 months following exit from program for any expense allowable under supporting Youth or Developing Potential as Citizens and Leaders	Increased: length of time youth remains employed, education or training, see outcomes for Supporting Youth and Leadership Development

IV. PROJECT COST PROPOSAL

Applicants must include a cost proposal detailing the project costs for implementing and maintaining the proposed work plans. The cost proposal should be divided into two parts for In-School and Out-of-School projects, include a per participant cost estimate and specify if costs are expected to spike in certain months, e.g. summer employment opportunities, or other special projects. Attachment E should be used when completing the cost proposal.

V. PROPOSAL FORMAT AND SUBMISSION

A. Proposal Format

Proposals must be assembled according to the following outline and format. The forms necessary to complete the technical and cost proposals are included in the Forms Section of this RFP. Failure to follow this outline may result in rejection of the proposal.

1. Submit your request to file proposal on organizational letterhead
2. Complete the following forms found in the Attachment Section of this RFP:
    1. Attachment A, Application, Assurances and Certifications
    2. Attachment B, Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization Form
    3. Attachment C, Affidavit in Compliance
    4. Attachment D, Technical Program Work Plan
    5. Attachment E, Cost Proposal
3. Include copy of current and valid 501(c)(3) tax status determination letter from IRS
4. Attach Job Descriptions for key personnel
5. Provide Table of Organization for organization
6. Include a copy of the most recent A-133 audit report or, if not subject to an A-133 audit, include the most recent independent audit report.
7. Include a copy of the current procurement plan for the organization.

B. Proposal Submission

Proposals must be submitted in the following manner:

To be accepted as a bidder, applicant must submit one (1) original (clearly marked as such), and five (5) copies of all proposed materials by the submission deadline. Proposals must be typewritten, 12 pt. font preferred, single spaced, single sided, on standard 8 ½ inch plain white paper. The proposal material should be submitted in one sealed package and mailed or hand delivered to:

ANN HALE, FISCAL SPECIALIST
HENRY COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
104 E. WASHINGTON ST.
PO BOX 527
NAPOLEON, OHIO 43545

All proposals will be marked with the date and time of receipt and will not be opened until after the closing date. Bids received at any location other than the Henry County JFS office will not be accepted at that site.

VI. SUB-GRANTEE SELECTION

The local selection committee, consisting of staff members from each county, will review proposal(s) for minimum program requirements and recommend for award the proposal(s) that offer the most innovative, comprehensive and advantageous youth projects and a price that is reasonable, fair and justified. Upon finalization of the selection process (including Area 7 and local Boards of County Commissioners), the selected sub-grantee will be required to finalize its proposed plan with the Job Centers and enter into a sub-grant agreement (SGA) with each county for set terms and conditions. Each SGA will be a cost reimbursement contract, whereby reimbursement is for the actual cost for services within that county and when those costs are allowable, reasonable, allocable and verified in accordance with 2 CFR Part 225 (Cost Principles). Each SGA will commence on January 1, 2013 and end on December 31, 2013 with the option to renew for two 1 (one) year extensions. Renewal options are contingent upon the availability of funding, satisfactory performance of the sub-grantee and at the discretion of the Job Centers.

VII. APPLICANT APPEAL PROCESS

Any applicant objecting to the award of the grant(s) resulting from the issuance of this solicitation may file a protest of the award of the grant(s) or any other matter relating to the process of soliciting the applications. Such protests must be filed with the Northwest Ohio Job Center System Administrators within five (5) days of the issuance of the award notice. Address your complaint/ recommendation to NWOJC System Administrators, Northwest Ohio Job Center of Williams County, 228 S. Main St., Bryan, Ohio 43506. Attn: Pamela Johnson, Director.

ATTACHMENTS

A. Request for Proposal Application CY 2013, Assurances and Certifications
B. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization
C. Affidavit in Compliance
D. Technical Program Work Plan (Narratives)
E. Cost Proposal (Budget Sheets)
F. Evaluation Criteria
G. Sub-Grant Agreement Template

ATTACHMENT A

Authorization to Apply Signature Form

Workforce Investment Act Youth Program
Request for Proposal Application CY 2013
Northwest Ohio Job Center of Defiance, Fulton, Henry and Williams Counties

1. Applicant Name: _____
   Address: _____
   _____
   Phone: _____ Fax: _____ email: _____
   Person(s) authorized to submit proposals: _____
   Person(s) authorized to sign contracts: _____
   Person(s) authorized to represent the applicant: _____
   Phone: _____ email: _____

2. Organization Status: Public Non-Profit ____ Corporation _____ Private Non-Profit ____
   Private for Profit _____ Government _____ Years in Operation _____

3. Is the organization co-owned or controlled by a parent company? ____ Yes ____ No
   If yes, name of parent company: _____

4. Is applicant authorized/licensed to do business in the State of Ohio? ____ Yes ____ No

5. Federal Employer Identification Number (FEIN): _____
   Worker's Compensation Account Number: _____
   Unemployment Insurance Account Number: _____
   Tax, Tax exempt or non-profit ID number: _____

6. Is applicant bound by Federal, State or local Affirmative Action of Equal Employment Opportunity rules?____ Yes ____ No If yes, has applicant filed all required EEO reports? ___ Yes ___ No

7. Does applicant provide any other contracted WIA services? ____ Yes ____ No
   If yes, with whom? _____

8. APPLICANT CERTIFIES THAT: it is not debarred or suspended under Federal and State rulings from receiving federal funds; it will not enter into contracts with subgrantees who are debarred or suspended from such transactions to complete work related to the RFP; it will not use contract funds to lobby; it maintains a drug-free work place; is not delinquent on any Federal debt. ____ Yes ____No

10. Please provide a copy of your last A-133 audit report or independent audit report if NOT subject to A-133 audit.

_____

I have read the RFP in its entirety and affirm that this application accurately represents the capabilities and qualifications of _____(organization's name) and I hereby affirm the proposed budget costs are for performance of services and or provisions of goods and services covered in this proposal and that I understand and accept all the terms, conditions, assurances, certifications and contents of this RFP.

Name and signature of applicant's officer authorized to bind the organization to all commitments made in the submitted proposal and to the terms, conditions, contents, assurances and certifications of the RFP for CY 2013 Youth Services:

Signature: _____ Date: _____

ATTACHMENT A (Cont.)

ASSURANCES AND CERTIFICATIONS

The Assurance and Certification obligations contained herein are continuing and binding and incorporated by reference upon the execution of a contract between the county JOB CENTER and the selected Applicant.

1. The Applicant assures and certifies that program(s) funded under the Workforce Investment Act (WIA) shall be administered in full compliance with State and local laws, regulations, and policies of WIA, and all Federal regulations issued pursuant to those Acts. The Applicant further assures that any program operated shall be consistent with the program design, mandated performance standards, level of service, and budgetary information in effect during the contract award period. Therefore the JOB CENTER reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirement changes mandated by the state or federal agencies during the period of the contract term.

2. The Applicant understands and accepts that any changes to the WIA program, funding level, or WIA policy or direction may result in a reduction, suspension or termination of the contract prior to the December 31, 2013. In such instances, the JOB CENTER will not be held liable for what is in the selected Applicant's proposal or this Request for Proposals package.

3. The Applicant assures and certifies that reductions in funding levels may occur as a result of Applicant's failure to meet expenditure, participant, and/or outcome goals specified in the RFP, of which the RFP is also incorporated by reference into the contract.

4. The Applicant agrees to comply with the Administrative requirements and procedures established under the Office of Management and Budget (OMB) Circulars A-21, A-87, A-102, A-122, and A-133, as applicable; and all U.S. DOL regulations relating to the implementing and management of WIA.

5. In administering programs under WIA, the Applicant assures and certifies that it possesses legal authority to apply for a grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person(s) identified as the official representative(s) of the Applicant to act in connection with the application and to provide such additional information as may be required as well as to bind the agency to future agreements, provisions, and/or conditions during the course of the program year.

6. In accordance with Executive Order 12549, 29 CFR Part 98 (Federal Register 53, CFR

19189) the Applicant assures and certifies that neither it nor its principals are debarred, suspended, ineligible, or voluntarily excluded from doing business with any Federally funded agency.

7. The Applicant ensures that all costs incurred in the operations of the WIA program are necessary and reasonable and are not in excess of those that would be charged any other agency for the same services performed by the Applicant. Applicant further assures and certifies adequate supporting documentation of such costs will be provided with each monthly invoice.

8. Applicant ensures all fiscal records shall be kept on an actual cost basis and in a manner, which is, consistent with generally accepted accounting procedures. Contractual payments will be based upon invoices supported by actual documented and verified costs of the program.

9. Applicant will comply with all requests for monitoring and audits of WIA records. The JOB CENTER as well as other federal and state entities with oversight of WIA, reserve the right to monitor and oversee all records, activities, and performance of any entity funded under WIA when deemed necessary but no less than once per contract year.

10. The Applicant assures and certifies that it has submitted its most recent A-133 audit report or if not subject to A-133, its most recent independent audit report and agrees to submit any subsequent Correspondence regarding the audit to WIA for review.

11. The Applicant agrees to hold WIA, its officers, Board members, and employees harmless from any and all liabilities of claims caused by or resulting from Applicant's obligations or activities in furtherance of the work described herein. In the event that the Federal or State government, directly or through its agencies, shall require WIA to repay funds because of misfeasance, malfeasance, or nonfeasance by the Applicant, the Applicant shall pay, on demand, any funds, which the Federal or State government has ordered repaid.

12. The Applicant agrees to administer procurement systems for all goods, services, and contracts that reflect applicable state and local law, rules and regulations. Applicant agrees to submit copy of Applicant's current procurement plan with proposal submittal.

13. The Applicant agrees to abide by all Health and Safety standards, and child labor laws established under State and Federal law, otherwise applicable to working conditions of employees, and equally applicable to working conditions of participants.

14. To the extent that a State Workers' Compensation law is applicable, workers' compensation benefits in accordance with such law shall be available with respect to injuries suffered by participants.

15. The Applicant accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions,

and any and all other employer taxes and payroll deductions required for all employees, trainees, and anyone receiving monetary benefits as a result of all programs. OAC: 4141-5-05 references work training programs as being excluded from the definition of employment and therefore, earnings received by youth participants assigned to summer employment or work experience may not be subject to unemployment compensation and wage reporting. Applicant agrees to provide a full explanation with any invoice should UI contributions be made for participant wages. The details must include the name of the youth whose wages are included on the UI Wage Report, the total earnings reported and the reason the youth is covered under UI.

16. The Applicant will comply with the provisions of Title VI and VII of the Civil Rights Act (42 USC 2000 d and 2000 e), and Age Discrimination in Employment Act (29 USC 620 et seq.), the Equal Pay Act (29 USC 206 (d)), the Rehabilitation Act (29 USC 794), Title IX of the Education Amendments Act of 1972 (20 USC 6101), the Age Discrimination Act (29 USC 620), the Americans with Disabilities Act, and other applicable non-discrimination laws. The Applicant assures further that no portion of its WIA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief. That it target employment and training services to those most in need of them. Efforts shall be made to make programs and facilities accessible to eligible, qualified handicapped disabled persons and to those with limited English proficiency.

17. The Applicant will not permit employees to engage in political activity of any nature in which they represent themselves as acting on behalf of or with the approval of WIA.

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

19. The Applicant agrees to retain all records pertaining to the program for a minimum period of three (3) years from submission of the final expenditure report or until resolution of any audit or litigation begun within the three-year period.

20. Applicant will ensure that education programs for youth are consistent with applicable State and local educational standards.

21. The Applicant assures that participants shall not be employed on the construction, operation, or maintenance of any part of any facility as is used or to be used for sectarian instruction or as a place of religious worship or placed at other worksites restricted by WIA.

22. The Applicant assures that all safety requirements put forth by the Ohio Industrial Commission will be adhered to at youth worksites, and that any violations of any specific safety requirements, which result in civil penalty, will be the sole responsibility of

Applicant. WIA is held harmless from any resulting penalties for violations.

23. The Applicant certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, or member of Congress in connection with this Federal Grant.

    The Authorized Agency Representative shall have a signed CERTIFICATION REGARDING LOBBYING on file with WIA prior to Contract execution. (See page 19.)

24. Applicant agrees to complete a W-9 at the awarding of contract.

25. The Applicant assures WIA that it will adhere to the Drug Free Workplace Act of 1988.

26. The Applicant hereby assures that by submission of this proposal, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the program and avoiding any conflict of interest in its administration.

    a. Every reasonable course of action will be taken by the Applicant in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The award, if granted, will be administered in an impartial manner, free from personal, financial or political gain. The Applicant, its executive staff, employees, and Board of Directors, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. Executives and employees of the Applicant will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

    b. Applicant agrees to disclose any family or business relationships with any JOB CENTER member, county employees, public official, Area 7 staff or WIB member, or authorized agents of the same.

       Applicant hereby assures that no relative by blood, adoption or marriage will receive favorable treatment for enrollment in services provided by, or employment with, the Applicant.

       For this purpose of this agreement relatives shall include wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

    c. When it is in the public interest for the Applicant to conduct business with a friend or associate of an executive or employee of the Applicant, or an elected official in the area, or the Workforce Investment Board, or a member of its Board of Directors, a permanent record of the transaction will be retained.

d. An executive or employee of the Applicant or a member of its Board of Directors will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or in part by the Applicant.

e. No member of the Board of Directors or authoritative entity shall cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

f. Although federal law gives allowances for usage of supplies, materials, or equipment purchased with WIA funds, it is agreed by both parties that these items will returned to the WIA operator at the conclusion of the contract.

g. The Applicant acknowledges that certain JOB CENTER designed forms will be necessary to use in the performance of case functions or aid in data collection. The Applicant agrees to use these required forms.

h. The Applicant assures compliance with all federal and state confidentiality and public records laws.

27. The JOB CENTER system further assures the following:

a. No JOB CENTER member, county staff, Area 7 staff or WIB member, or authorized agents of the same may participate in the review, selection, or award of any contract with whom that party or any member of his/her family, employer, company, organization or agency has a financial interest or other interest in the entity selected for the award. Participation includes discussions, lobbying, rating, scoring, recommending, explaining, or assisting in the design or approval of the procurement process. Participation also includes negotiation of any contract on behalf of the organization that he or she represents.

b. JOB CENTER members will neither solicit nor accept gratuities, favors, or anything of monetary value from grantees or potential grantees.

c. The JOB CENTER will provide technical assistance to the grantee as needed.

d. If a conflict, real or apparent, does exist, it must be declared and described and the individual(s) concerned (JOB CENTER member, county employee, Area 7 staff or WIB member, or authorized agents of the same) must exclude themselves from participation in the procurement process. All such declarations will be in writing and submitted to Jamie Kleck, WIA EO Officer, Henry County Dept. of Job and Family Services, 104 E. Washington St., P.O. Box 527, Napoleon, Ohio 43545.

45 CFR Part 604 – New Restrictions on Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, UPS Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature Date

_____

Title/Institution

ATTACHMENT B

Ohio Department of Public Safety
Division of Homeland Security
http://www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME	FIRST NAME	MIDDLE INITIAL
HOME ADDRESS		

CITY	STATE	ZIP	COUNTY
HOME PHONE	WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

ATTACHMENT B - Page 2

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
   ☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____ _____
Signature Date

ATTACHMENT C

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO
_____COUNTY

The undersigned personally appeared before me, as an individual or as a representative of _____ for a Subgrant Agreement for _____ to be let by the County of Henry, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made since April 4, 2007 and that, if awarded a Subgrant Agreement for the purchase of goods or services in excess of $10,000, none of the following **individually** will make, beginning on the date the Subgrant Agreement is awarded and extending until one year following the conclusion of the Subgrant Agreement, as an individual, one or more campaign contributions totaling in excess of $10,000, to any elected official of the County of _____or their individual campaign committees:

    a. Myself;
    b. Any partner or owner or shareholder of the partnership (if applicable);
    c. Any owner of more than 20% of the corporation or business trust (if applicable);
    d. Each spouse of any person identified in (a) through (c) of this section;
    e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007).

2. That none of the following have **collectively** made since April 4, 2007, and that, if awarded a Subgrant Agreement for the purchase of goods or services in excess of $10,000, none of the following **collectively** will make, beginning on the date the Subgrant Agreement is awarded and extending until one year following the conclusion of the Subgrant Agreement, one or more campaign contributions totaling in excess of $10,000, to any elected official of the County of _____or their individual campaign committees:

    a. Myself;
    b. Any partner or owner or shareholder of the partnership (if applicable);
    c. Any owner of more than 20% of the corporation or business trust (if applicable);
    d. Each spouse of any person identified in (a) through (c) of this section;
    e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007).

Signature _____

Title _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public _____
My Commission expires _____

ATTACHMENT D

PROJECT NARRATIVE

Cost Proposal Budget Forms (five pages) ATTACHMENT E

In-School Youth Cost Proposal Budget
Applicant Name:_____
Program Period:_____

Staff Name (Add page if needed)	Position	Cost $
Fringes by position title		
	Subtotal on Staffing Costs	
Operational Costs	Total cost x % charged to county	
Rent		
Communications		
Utilities		
Supplies		
Travel		
Staff Development/ Training		
Equipment		
Insurance		
Advertisement		
Staff Management		
Fiscal Management		
Miscellaneous		

In-School Youth Cost Proposal Budget

Program Category	Basis (include # of services estimated to be provided x cost per service)	Cost
Tutoring/Educational		
Assessments		
Occupational Training		
Adult Mentoring		
Guidance/Counseling		
Leadership Development		
Follow-up		
Summer Employment		
Work Experience Wages		
Work Readiness Training		
Computer Literacy Trng		
Youth Stipends/Incentives		
Supportive Services Costs		
Transportation		

Sub-Contracts	Description	Cost

In-Kind Source	Description	Cost
TOTAL COSTS OF PROGRAM OPERATION		$

Estimate Number of Youth Participants to be served _____

Calculate cost per youth (Total cost above per total # of participants served) _____

If additional explanation of costs is needed, please include on separate page.

Out-of-School Youth Cost Proposal Budget
Applicant Name:_____
Program Period:_____

Staff Name (Add page if needed)	Position	Cost $
Fringes by position title		
	Subtotal on Staffing Costs	
Operational Costs	Total cost x % charged to county	
Rent		
Communications		
Utilities		
Supplies		
Travel		
Staff Development/ Training		
Equipment		
Insurance		
Advertisement		
Staff Management		
Fiscal Management		
Miscellaneous		

Out-of-School Youth Program Cost Proposal Budget

Program Category	Basis (include # of services estimated to be provided x cost per service)	Cost
Tutoring/Education		
Assessments		
Occupational Training		
Adult Mentoring		
Guidance/Counseling		
Leadership Development		
Follow-up		
Summer Employment		
Work Experience Wages		
Work Readiness Training		
Computer Literacy Trng		
Youth Stipends/Incentives		
Supportive Services Costs		
Transportation		

Sub-Contracts	Description	Cost

In-Kind Source	Description	Cost
TOTAL COSTS OF PROGRAM OPERATION		$

Estimate Number of Youth Participants to be served _____

Calculate cost per youth (Total cost above per total # of participants served) _____

If additional explanation of costs is needed, please include on separate page.

Attachment E: Employee Salary and Wage Report

Date/Duration of Project:

Total Project Cost $

Forecasted Personnel Needs
(UP TO A 12 MONTH PERIOD ONLY)

Employee Name	**Employee Title**	Monthly or Hourly Rate	Number of hour worked per year	**Percent of Time of Project (FTE)**	Annual Amount Charged to Project	Fringe Benefits		Total Annual Employee Costs
						Rate	Amount	
1 Jane Doe	Case Counselor	15.00	2080	.25	$7800	23%	$1794	$9594
2.								
3.								
4.								
5.								
6								
7.								
8.								
9.								
10.								
11								
12								
13								
14								
15								
Total Employee Salary								

PERCENTAGE OF TOTAL PROJECT DEVOTED TO SALARY %

ATTACHMENT F

Evaluation Factors

Each proposal will be reviewed based on the following evaluation process. The review process will be a step of phases with a minimum amount of points needed to move to the next phase. Phase 1 requires a minimum score of 12 points of the 15 maximum points. Phase 2 tally will be added to the Phase 1 score. The maximum amount of Phase 2 points to be scored is 135. The Applicant must score a minimum of 100 points of the 135 maximum. The Cost Proposal Budget sheets will then be reviewed for the top three scorers. Phase 3 requires a minimum of 18 of 35 points. The selection committee will recommend the Applicant that best meets the requirements of this RFP and whose budget can be easily modified during contract negotiation. Those ratings are as follows:

D = Does not meet requirements – 0 points
P = Partially meets requirements – 60% of maximum points or 6 of 10, 12 of 20, etc
M = Meets requirements – 80% of maximum points or 8 of 10, 16 of 20, etc
E = Exceeds requirements – 100% of points or total maximum points or 10 of 10, 20 of 20

Phase 1:

Application format - 5 points

Commitment letter, signed authorization to apply form, format specifications, application assembly order, required number of copies submitted.

Executive Summary – 10 points

Summarization of the proposed project, activities, goals, collaborating efforts (if applicable), and strategies for meeting the JOB CENTER's desired results

Applicant's proposal must score at least 80% to move to Phase 2 or 12 of 15.

Phase 2:

Organization Capacity – 20 points

- Suitable administration, accounting and management information system in place
- Sufficient staff with knowledge and experience working with the target population
- Adequate supervision and management in place for front line staff
- A demonstrated ability to work with all relevant agencies and financial institutions in meaningful collaborative and/or partnership relationships

Demonstrated Past Experience with Target Population – 20 points

- Level of past experience in providing proposed services to the target population
- Description of organization's record of program participants' successful attainment of related program goals.

Demonstrated Ability to Design and Deliver Program and Services – 50 Points

- Plan for recruitment, outreach, and collaboration
- Plan for eligibility determination and registration
- Plan for completion of objective assessment and ISS
- Service delivery models for in-school and out-of-school youth
- A timetable for program operations
- A plan for worksite recruitment and monitoring
- Plan for follow-up and exit of youth
- Plan for meeting or exceeding performance standards
- Collaboration with other entities and relationship with schools
- Plan to integrate youth programs with adult and dislocated worker programs

Internal Evaluation and Accountability – 30 points

- Applicant must demonstrate ability to document, track, analyze data, account for costs and submit monthly program and fiscal reports
- Meaningful measures must be in place to document customer satisfaction
- Ability and timeframe to provide monthly participant reports and weekly timesheets
- Likelihood of implementation of program design, services and accountability
- Innovativeness of proposal
- Access for persons with disabilities
- Hours of operation
- Availability and proximity of staff
- Technology access
- Likelihood of obtaining desired outcomes for youth

Applicants' proposals must score at least 100 points in Phase 2 to move to the budget review.

Phase 3:

2. Cost Reasonableness – 35 Points

This category will evaluate the cost of the proposed program to determine if it is fair, reasonable and justified. Factors included are such issues as length and intensity of the program, staff to youth ratio, amount of support services to be received, number of work experience placements for youth, staffing and operating costs compared to youth wages and supportive services.

ATTACHMENT G

Northwest Ohio Job Center of County

And

Purchase of Service Subgrant Agreement
Youth Program Operator

This Subgrant Agreement is entered into by and between the Board of County Commissioners of County through and on behalf of the (hereinafter referred to as "**Grantor**") and Job Works, Inc. (hereinafter referred to as "**Subgrantee"**).

This Subgrant Agreement is made pursuant to a grant award to Area 7 by the Ohio Department of Job and Family Services (ODJFS) and is based on funds allocated by Area 7 to through further subgrant agreements. These funds are not for research and development purposes. The grant award is under the authority of CFDA 17.259 for WIA Youth through the U.S. Department of Labor and for the award years of _____; and

Whereas the **Grantor** has been designated the entity responsible for establishing and operating comprehensive workforce development activities pursuant to the Workforce Investment Act (WIA) and American Recovery and Reinvestment Act (ARRA); the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS); and policy and procedures established by the Area 7 Workforce Investment Board (A7-WIB) and the County Workforce Advisory Board (LWAB) when such Board created by the Local Elected Officials has determined that these funds are to be made available to the **Subgrantee** for WIA Youth Program purposes.

DEFINITIONS

A. "**Grantor**" means the County .

B. **"Subgrantee"** means the Job Works, Inc.

C. "Financial Assistance" means all cash, reimbursements, other payments, or allocations of funds provided by **Grantor** to **Subgrantee**. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the **Subgrantee** to match federal, state or county funds; and

D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Ohio Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by Area 7 Workforce Investment Board, the local Workforce Advisory Board or the County Board of Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state, and local laws as listed in this paragraph and existing on the effective date of this Agreement as

well as those federal, state, and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by **Subgrantee** pursuant to this Subgrant Agreement.

ARTICLE II. REPONSIBILITIES OF GRANTOR

Grantor agrees to:

A. Provide funding to **Subgrantee** in accordance with this Subgrant Agreement and federal, state and local laws.

B. Monitor **Subgrantee** to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.

C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.

D. Provide technical assistance and training as requested to assist **Subgrantee** in fulfilling its obligations under this agreement.

E. Take action to recovery funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.

B. Perform or provide the services described in the Workforce Investment Act of 1998 (Public Law 105-220) and the American Recovery and Reinvestment Act (Public Law 111-5) and any program modification or reauthorization thereafter; as detailed in the incorporated RFP and **Subgrantee** Proposal. This includes but is not limited to availability of core services; accessibility to the 10 WIA program elements; compliance with performance standards and data validation; and submittal of no less than monthly individual progress reports detailing the service activities provided to that youth during the month and the youth's progress

C. Transition youth participants served under the WIA Subgrant Agreement ending December 31, 2012 to the new Subgrant Agreement beginning January 1, 2013. The **Subgrantee** should re-evaluate the individual service strategy and provide youth with opportunities to access program services if there is a continued need.

D. Provide the 12 month period of follow-up service to all youth exited between January 1, 2013 and December 31, 2013.

TEMPLATE

E. Complete WIA eligibility or work with county representatives who complete the WIA eligibility for new youth accessing the program. In County, WIA eligibility will be completed by **Grantor** in accordance with WIA laws and regulations, and the policies and procedures established by the ODJFS, Area 7 Workforce Investment Board and local policy and procedure.

F. Certify that services being purchased by the **Grantor** are not available on a non-reimbursable basis and are not duplicate claims made by the **Subgrantee** to other sources of public funds for the same services.

G. Promptly reimburse **Grantor** for any funds **Grantor** pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which **Grantor** is responsible.

H. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if **Grantor**, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.

I. Consult with the **Grantor** as necessary to assure comprehensive understanding of the work and satisfactory completion of the deliverables described above including review of forms used, processes and delivery methods.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

A. This Subgrant Agreement and all documents incorporated by reference will be in effect from January 1, 2013 through December 31, 2013 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE IX prior to the above termination date. This Subgrant Agreement contains an option of up to two one (1) year consecutive extensions without soliciting additional competitive proposal. Extensions will be based on the performance of the **Subgrantee**, approval of the LWAB and A7-WIB and the availability of WIA funding.

B. The parties agree that the budget included as a document of incorporated reference shall be considered a working estimate only and will not be used to determine actual costs of the program. Line item changes within a budget may be made through signed Addendum of the **Grantor** and **Subgrantee** (reference Article XIII) without necessity to seek legislative action through the Board of County of County Commissioners. Only changes in the total award amount will require legislative action through the Board.

C. In addition to Section A above, it is expressly understood by both **Grantor** and **Subgrantee** that this Subgrant Agreement will not be valid and enforceable until the County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the **Grantor**'s obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

A. This grant is in the total amount not to exceed _____ dollars.

TEMPLATE

B. Payment will be made to **Subgrantee** on a cost-reimbursement basis. The total cost shall be in accordance with the budget attached as Exhibit A under Proposal and Budget and shall not exceed the amount provided in Article V-A, above. **Subgrantee** will bill **Grantor** monthly for reimbursement of disbursements for actual allowable costs incurred in the performance of this Subgrant Agreement. Invoices shall submitted within 30 days of the end of the service month and will be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to .

Grantor will make payment on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final," must be submitted within [insert number of days] days of the expiration date of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of **Grantor**'s obligations under the reference Subgrant Agreement. **Subgrantee** releases and discharges **Grantor** from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

C. **Subgrantee** understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the County Board of Commissioners. If, at anytime, the **Grantor** Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the **Grantor** Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by **Grantor** to **Subgrantee**, or other form of financial assistance as the **Grantor** Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the County Board of Commissioners fails at any time to continue funding **Grantor** for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of **Grantor** or County.

D. As a subrecipient of federal funds, **Subgrantee** hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 29 CFR 95 and 29 CFR 97, as applicable to **Subgrantee** under federal, state and local laws, including, but not limited to:

1. <u>Standards for financial management systems</u>: **Subgrantee a**nd its subgrantee(s) will comply with the requirements of 29 CFR 95.21 and 29 CFR 97.20, including, but not limited to:

   a. Fiscal and accounting procedures;

   b. Accounting records;

   c. Internal control over cash, real and personal property, and other assets;

   d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;

   e. Source documentation; and

   f. Cash management.

2. Period of Availability of Funds: Pursuant to 29 CFR 95.28 and 29 CFR 97.23, as applicable, **SUBGRANTEE** and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

3. Program Income: Program income must be used and accounted for as specified in 29 CFR 97.25.

4. Equipment and Supplies: It is mutually understood that title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by **Subgrantee** or its subgrantee(s) with Subgrant funds, is governed by the provisions of 29 CFR 95.34 and CFR 97.32, as applicable and that title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds, is governed by the provisions of 29 CFR 95.35 and 29 CFR 97.33, as applicable.

   It is further mutually agreed by **Subgrantee** and **Grantor** that equipment, including those small purchase items considered supplies, acquisitioned under this Subgrant Agreement using Subgrant funds will be transferred to the Grantor or entity receiving the WIA funds at the conclusion of the award period.

ARTICLE VI. RECORDS

A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.

B. Records must include sufficient detail to disclose:

   1. Services provided to program participants;

   2. Administrative cost of services provided to program participants;

   3. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and

   4. Cost of operating the organizations, agencies, programs, activities, and functions.

C. **Subgrantee** and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a minimum period of three (3) years after payment. If an audit of any nature is initiated during this time period, the **Subgrantee** shall retain such records and will ensure the maintenance of such records in the possession of any third party performing work related to this Subgrant Agreement, until the audit is concluded and all issues are resolved.

TEMPLATE

D. All records, files and documents are the express property of the **Grantor** and shall be returned to the WIA staff at the end of the Subgrant Agreement. Fiscal, personnel and other records of the **Subgrantee** will remain the property of the Subgrantee.

ARTICLE VII. AUDITS OF SUBGRANTEE

A. **Subgrantee** agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 29 CFR 95.26 and 29 CFR 97.26, as applicable, and OMB Circular A-133, **Subgrantee** must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, **§_.500,** that covers funds received under this agreement. **Subgrantee** must send one (1) copy of the final audit report to **Grantor** at within two (2) weeks of **Subgrantee's** receipt of any such audit report.

B. **Subgrantee** will take prompt action to correct problems identified in an audit.

ARTICLE VIII. INDEMNIFICATION, INSURANCE AND SUBROGATION

A. **Indemnity**: The **Subgrantee** shall indemnify and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, caused in whole or part by the negligent, reckless or intentional act or omission of the Subgrant Agreement, any Subgrant Agreement, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

B. **Insurance**: **Subgrantee** shall maintain commercial general liability insurance with a limit of not less than $1,000,000 each occurrence. Prior to the commencement of any work under this Agreement, **Subgrantee** shall furnish the County with properly executed certificates of insurance for all insurance required by this agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. **Subgrantee** will replace certificates for any insurance expiring prior to completion of work under this Subgrant Agreement.

C. **Waiver of subrogation:** The parties herein agree that, in the event of loss due to any of the perils which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. The parties herein grant to each other, on behalf of any insurer providing insurance to either of them with respect to the demised premises, a waiver of all claims any party may acquire against the other by virtue of payment of any loss under such insurance.

ARTICLE IX. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the **Grantor**'s Director and an authorized officer or employee of **Subgrantee**. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the

termination notice or the 91st day following the receipt of the notice by the other party.

3. **Grantor** may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by **Subgrantee** affecting the operation of the Subgrant Agreement.

B. Notwithstanding the provisions of ARTICLE IX, Section A, **Grantor** may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to **Subgrantee**, if **Grantor** loses funding or discovers any illegal conduct on the part of **Subgrantee.**

C. If **Subgrantee** or any of its subgrantee(s) materially fails to comply with any term of an award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, **Grantor** may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the **Subgrantee** or its subgrantee(s) or more severe enforcement action;

2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award for the **Subgrantee** or its subgrantee(s)' Subgrant activity;

4. Withhold further awards for the Subgrant activity; or

5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.

D. **Subgrantee**, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;

2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;

3. Prepare and furnish a report to **Grantor**, as of the date **Subgrantee** received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and

4. Perform any other tasks that **Grantor** requires.

E. Upon breach or default by **Subgrantee** of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, **Grantor** will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by **Grantor** of any occurrence of breach or default is not a waiver of subsequent occurrences. If **Grantor** or **Subgrantee** fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

TEMPLATE

ARTICLE X. NOTICES

A. Notices to **Grantor** from **Subgrantee** that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of **Grantor** at . Formal notices to **Grantor** from **Subgrantee** that concern fiscal issues will be sent to and program issues will be sent to .

B. Notices to the **Subgrantee** from **Grantor** concerning any and all matters regarding this Subgrant Agreement will be sent to .

C. All notices in accordance with section A of this Article VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

D. Billings for services rendered will be accepted via email.

ARTICLE XI. INCORPORATION BY REFERENCE

A. The Proposal of the **Subgrantee** received , hereinafter referred to as the Proposal, and the Request for Proposal document issued November 2, 2013, and hereinafter referred to as the RFP are hereby incorporated by reference as part of this Subgrant Agreement, having the full force and effect as if specifically restated herein.

B. In the event of inconsistency or ambiguity between the provisions of the Proposal, the RFP or this Subgrant Agreement, the provisions of this Subgrant Agreement shall be determinative of the obligations of the parties.

C. In the event the Subgrant Agreement is silent with respect to any ambiguity or inconsistency between the RFP and the Proposal, the RFP shall be the determinative of the obligations of the parties.

D. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping within the objectives of the project and the budgetary and statutory constraints of the Ohio Department of Job and Family Services and Area 7.

ARTICLE XII. AMENDMENT

This document and all documents incorporated by reference constitute the entire agreement between **Grantor** and **Subgrantee** with respect to all matters herein. Except as provided in Article XIII below, only a document signed by both parties may amend this Subgrant Agreement. Both **Grantor** and **Subgrantee** agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XIII. ADDENDUM

Grantor may elect to provide information concerning this Subgrant Agreement in an addendum hereto. Any addenda to this Subgrant Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, **Grantor** may modify any addendum by mailing a modified version to **Subgrantee**. Any

claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XIV. SUBGRANTS

A. **Subgrantee** must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of **Grantor**.

1. Any subgrants made by **Subgrantee** to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 29 CFR 97.37 and will impose upon any subgrantee(s) the requirements of 29 CFR Part 95 and 29 CFR Part 97, as applicable, as well as federal, state and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to **Subgrantee** regarding the grant that **Subgrantee** subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.

2. Debarment and Suspension: As provided in 29 CFR 95.13 and 29 CFR 97.35, as applicable, **Subgrantee** and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While **Subgrantee** and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 29 CFR 97.36 and 29 CFR 95.40 through 29 CFR 95.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. Monitoring: **Subgrantee** must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by **Subgrantee's** subgrant, to ensure compliance with all applicable federal requirements, including 29 CFR 97.40. If **Subgrantee** discovers that subgrant funding has not been used in accordance with federal, state and local laws, **Subgrantee** must take action to recover such funding.

5. Duties as Pass-through Entity: **Subgrantee** must perform those functions required under federal, state and local laws as a subrecipient of **Subgrantee** under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XV. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.

B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found

unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by **Grantor** to **Subgrantee** that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, **Grantor**, or any of the officers or employees of the State of Ohio, ODJFS or **Grantor**.

D. Conflict of Interest: This Subgrant in no way precludes, prevents or restricts the **Subgrantee** from obtaining and working under an additional subgrant arrangement with other parties aside of the **Grantor**, assuming that the added subgrant work in no way impedes the **Subgrantee's** ability to perform the services required under this Subgrant Agreement. The **Subgrantee** warrants that at the time of entering into this Subgrant Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Subgrant Agreement which will impede its ability to perform the services under this Subgrant Agreement.

1. The **Subgrantee** further agrees that there is no financial interest involved on the part of the **Grantor** officers, Board of County Commissioners or employees of the county involved in the development of the specifications or the negotiation or actual performance of this Subgrant Agreement.

2. The **Subgrantee** further will report the discovery of any potential conflict of interest to the **Grantor**. Should a conflict of interest occur or be discovered during the term of this Subgrant Agreement, the **Grantor** may exercise any rights under the Subgrant Agreement, including termination or the Subgrant Agreement.

E. **Subgrantee** certifies that **Subgrantee** and all subgrantees who provide direct or indirect services under this Subgrant Agreement will comply with all requirements of federal laws and regulations and state statutes including but not limited to: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Americans with Disability Act, Clean Water Restrictions, Ethics provisions, Conflict of Interest Provisions, and Disaster Recovery Plans; Ohio Administrative Code rules and Area 7 and local policies and procedures in the conduct of work hereunder.

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

G. During the performance of this Subgrant Agreement the **Subgrantee** certifies it will not discriminate against any person, and will take affirmative action to ensure that all employees, Subgrant Agreement workers or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth.

TEMPLATE

H. **Subgrantee** agrees to provide bilingual services as needed (Spanish and English) for the purpose of translation and/or interpretation to ensure that all individuals are able to understand and utilize the services available.

I. Pursuant to ORC 2909.32, prior to execution of this Subgrant Agreement, **Subgrantee** shall complete and sign the Declaration Regarding Material Assistance to a Terrorist Organization (DMA) form for filing with the County Auditor's office. Homeland Security Form 0038 attached hereto as Attachment A requiring your signature is deemed a part of this Subgrant Agreement as if set forth fully herein; and

J. Pursuant to ORC 3517.13, **Subgrantee** certifies that no agency or department of the State of Ohio shall award any Subgrant Agreement for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars, and no political subdivision shall award any Subgrant Agreement for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if any of the following has made, as an individual, within the previous twenty-four months, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the Subgrant Agreement or to the public officer's campaign committee. The Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code form attached hereto as Attachment B requiring your signature is deemed a part of this Subgrant Agreement as if set forth fully herein.

K. Dispute Resolution: The **Subgrantee** and the **Grantor** agree that they shall make good faith efforts to resolve any disputes which may arise between them concerning responsibilities under or performance of any of the provisions of this Subgrant Agreement before initiating any administrative or legal remedies which may be available to them.

L. Relationship: Nothing in this Subgrant Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the **Subgrantee** in the conduct of the provisions of this Subgrant Agreement. The **Subgrantee** shall at all times have the status of any independent Subgrant Agreement or without the right or authority to impose tort, Subgrant Agreement or any other liability on **Grantor** or its Board of County Commissioners.

M. Confidentiality: The **Subgrantee** agrees to comply with all federal and state confidentiality laws applicable to the **Grantor** and/or clients of **Grantor**. The **Subgrantee** understands that any access to the identities of any **Grantor** clients shall be as limited as necessary for the purpose of performing its responsibilities under this Subgrant Agreement. The **Subgrantee** agrees that the use or disclosure of information concerning **Grantor** clients for any purpose directly related to the administration of the Subgrant Agreement is prohibited and governed by Ohio and United States statute and regulations governing confidentiality.

N. Warranty: The **Subgrantee** warrants that its services and/or goods shall be performed and/or provided in a professional and workmanlike manner by reputable and competently trained employees in accordance with the highest professional standards of the industry in which the **Subgrantee** is engaged. Failure to do so will result in breach of Subgrant Agreement.

O. Public Records: This Subgrant Agreement is a matter of public record under the laws of the State of Ohio. **Subgrantee** agrees to make copies of the Subgrant Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, the **Grantor** shall make available the Subgrant Agreement and all public records generated

as a result of this Subgrant Agreement. By entering into this Subgrant Agreement, **Subgrantee** acknowledges and understands that records maintained by **Subgrantee** pursuant to this Subgrant Agreement may be deemed public record and subject to disclosure under Ohio law. **Subgrantee** shall comply with the Ohio public records law.

P. Governing Law: This Subgrant Agreement, any modification, amendments or alterations shall be governed, construed and enforced under the laws of the State of Ohio.

Q. Resolution for Subgrant Agreement: It is understood by both the **Subgrantee** and the **Grantor** who execute this Subgrant Agreement that the Subgrant Agreement is not final until resolved by the County Board of Commissioners.

PROCEED TO SIGNATURE PAGE

TEMPLATE

XVI. SIGNATURES

In witness whereof, the **Subgrantee** and **Grantor** have executed this Subgrant Agreement as of the day and year first above written. In the case where the Subgrant Agreement is not signed by all parties before the commencement date, it is understood that costs incurred between the start date and the signing dates of the parties be allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the **Grantor**.

_____

_____
TYPE IN NAME OF SIGNOR Date

_____
, Director Date
County Department of Job and Family Services

COUNTY BOARD OF COMMISSIONERS:

_____

_____
Date

_____

_____
Date

_____

_____
Date

Approved as to Form (if required):

_____

_____, Prosecuting Attorney/Assistant Prosecuting Attorney

TEMPLATE

Affirmative Action 125.111 form

NON-DISCRIMINATION AFFIDAVIT

STATE OF _____ ss _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is
Name

_____ of _____ the party
Title Company

That made the foregoing proposal or bid; that such party does not and shall not discriminate against any employee or applicant for employment because of race, creed, sex, disability or military status as defined in section 4112.01 of the Ohio Revised Code, or color as is described and prohibited by Section 153.59 and/or 125.111 of the Ohio Revised Code. Furthermore, if awarded the contract under this proposal or bid, said party shall indemnify and hold harmless the County Board of Commissioners for any violations of Section 153.59 or 125.111 of the Ohio Revised Code made by any contractor, subcontractor or any person who works on behalf of the party relating to the ensuing contract.

_____
Signature

_____
Affiant

_____
Company

_____
Address

_____
City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____ , 20 . (Seal)

My Commission Expires:

_____
Date

TEMPLATE