

Ohio Minor Labor Law

ORC Chapter 4109: Employment Of Minors

"Minor" Any person less than 18 years of age who has not obtained a high school diploma or its equivalence and/or individuals subject to the exemptions contained within section 4109.06.

"Record Requirements" Every employer shall post in a conspicuous place frequented by minors a printed abstract of the minor labor laws, furnished by the Wage and Hour Division, and a complete listing of all minors employees which shall contain at a minimum the minors name, age, date of birth and occupation. Ohio Board of Education authorizing the minor to be employed by a particular establishment. Minors must be at least 14 years of age to obtain a work permit. Work permits can be deemed by the school superintendent. A new work permit must be issued each time the minor changes employment. Within 3 days of termination of employment the work permit shall be returned to the issuing authority. Also upon termination, payment for any and all wages must be received by the minor by the next regularly scheduled pay period.

During summer months when school is not in session, 16 and 17 year old minors are not required to obtain work permits, provided that the employer maintains proof of age and a signed statement from their parent or guardian consent to their proposed employment.

"Minor Wage Agreement" An agreement, prepared in duplicate, as to the wages and or compensation the minor shall receive for each day, week, month, year, or per piece. Sample agreements are available from the Bureau, upon request. No employer shall reduce the wage of any minor without giving him written notice of at least 24 hours prior to the reduction. Copies of the [Minor Wage Agreement](#) are available here.

"Wage Withholding" No employer shall retain or withhold wages or any part thereof because of presumed negligence, failure to comply with rules, breakage of machinery, or alleged incompetence to produce any standard of merit.

"Break Requirement" All minors are required to have a 30 minute uninterrupted break when working more than 5 consecutive hours which must be documented as stated above.

"Employment Hours"

Minors 14 and 15

When school is IN session minors 14 & 15 cannot be employed before 7:00 a.m. or after 7:00 p.m.; work more than 3 hours on any School Day; work more than 18 hours in any School Week; work during school hours, unless employment is incidental to bona fide vocational training program.

When school is NOT in session minors 14 & 15 cannot be employed before 7:00 a.m. or after 9:00 p.m.; work more than 8 hours per day; work more than 40 hours per week.

Minors 16 and 17

When school is IN session minors 16 & 17 cannot be employed before 7:00 a.m. or 6:00 a.m. if not employed after 8:00 p.m. the previous night; or after 11:00 p.m. Sunday through Thursday. There is no limitation in hours per day or week.

When school is NOT in session minors 16 & 17 have no limitation as to the starting and ending time and no limitation in hours per day or week.

Prohibited Occupations

Certain occupations are considered hazardous to minors and minors are prohibited from working in those occupations. For further information on [Prohibited Occupations for Minors](#).

The above is a summary of ORC Chapter 4109. This summary does not include all of the requirements of Ohio's minor labor laws. Persons should refer to Chapter 4109 for specific requirements applicable to them, or contact the Ohio Department of Commerce, Wage and Hour Bureau. information on this site is believed to be accurate but is not guaranteed. The State of Ohio disclaims any liability for any errors or omissions.

If you would like to reach us, you may contact us at:

Ohio Department of Commerce, Wage and Hour Bureau,
77 South High Street, 22nd Floor
Columbus, Ohio 43215, (614) 644-2239

or you may E-Mail your query to:

[WageHourWebmaster](#)

ATTACHMENT A

To: All Employers in the State of Ohio
From: Ohio Department of Commerce, Wage and Hour Bureau
Subject: Minor Wage Agreement

Section 4109.10 of the Ohio Revised Code reads as follows:

“No employer shall give employment to a minor without agreeing with him as to the wages or compensation he shall receive for each day, week, month, or year; or per piece, for work performed. The employer shall furnish the minor with written evidence of the agreement and on or before each payday, with a statement of the earnings due and the amount to be paid to him. **No employer shall reduce the wages or compensation of any minor without giving him notice at least twenty-four hours previous to the reduction, at which time a written agreement shall be entered into with the minor as in the case of original employment.**”

The following form is furnished as a guide or sample, and may be reproduced by any employer. This form should be prepared in duplicate and signed by both the employer and the minor. One copy to be given to the minor and the other copy to be retained by the employer in the personnel file of the minor.

MINOR AGREEMENT

Employer _____

Date ____/____/____ has employed

_____,
a minor who is under 18 years of age and agree that minor shall be paid at the rate of \$ _____
per hour. We also have on file a working certificate for said minor, unless otherwise exempt under
Chapter 4109.

Date of Birth ____/____/____

Minor's Signature _____

Owner or Official Signature _____

**REQUEST FOR PROPOSALS
FOR
2009 WIA Summer Youth Work Readiness Program**

Bid # RFP MB01009R

Issued by

Southwest Ohio Region Workforce Investment Board Area 13

And

Emerging Workforce Development Council

In Cooperation With

Hamilton County and the

City of Cincinnati, Office of the Mayor

(March, 2009)

Due Date for Proposal Registration: March 27, 2009

Due Date for Proposal Submission: April 17, 2009

TABLE OF CONTENTS

1.0	REQUIREMENTS & SPECIFICATIONS	4
1.1	Introduction & Purpose of the Request for Proposal.....	4
1.2	Scope of Service.....	6
1.2.1	Population	8
1.2.2	Eligibility For Services.....	8
1.2.3	Service Numbers.....	9
1.2.4	Record Retention.....	9
1.2.5	Subrecipient.....	10
2.0	PROVIDER PROPOSAL	12
2.1	Cover Sheet.....	12
2.2	Service and Business Deliverables	13
2.2.1	Program Components.....	13
2.2.2	System and Fiscal Administration Components	14
2.3	Budget and Cost Considerations.....	15
2.4	Customer References.....	19
2.5	Personnel Qualifications.....	19
3.0	PROPOSAL GUIDELINES	20
3.1	Program Schedule.....	20
3.2	HCJFS Contact Person	20
3.3	RFP Registration For RFP Process.....	21
3.4	Prohibited Contacts	21
3.5	Provider Disclosures.....	22
3.6	Provider Examination of the RFP	22
3.7	Addenda to RFP.....	22
3.8	Availability of Funds	23

4.0	SUBMISSION OF PROPOSAL.....	24
4.1	Preparation of Proposal.....	24
4.2	Cost of Developing Proposal.....	24
4.3	False or Misleading Statements	24
4.4	Delivery of Proposals	24
4.5	Acceptance & Rejection of Proposals	25
4.6	Evaluation & Award of Agreement.....	25
4.7	Proposal Selection	28
4.8	Post-Proposal Meeting.....	29
4.9	Public Records	29
5.0	TERMS & CONDITIONS.....	30
5.1	Type of Contract.....	30
5.2	Order of Precedence	30
5.3	Contract Period, Funding & Invoicing	30
5.4	Confidential Information	31
5.5	Non-Discrimination In The Performance Of Services.....	31
5.6	Insurance.....	32
5.7	Declaration of Property Tax Delinquency.....	35
5.8	Campaign Contribution Declaration	35
5.9	Terrorist Declaration	36

Attachment A	Minor Wage Agreement
Attachment B	Ohio Minor Labor Law
Attachment C	Proposal Cover Sheet
Attachment D	Sample Purchase of Service Contract
Attachment E	HCJFS Contract Budget Form
Attachment F	Declaration of Property Tax Delinquency
Attachment G	Terrorist Declaration
Attachment H-1	Campaign Contribution Declaration-Corporation or Business Trust
Attachment H-2	Campaign Contribution Declaration-Individuals or Non- Corporation
Attachment I	RFP Registration Form

**REQUEST FOR PROPOSAL (RFP)
FOR
2009 WIA SUMMER YOUTH WORK READINESS PROGRAM**

MISSION STATEMENT

The Southwest Ohio Region Workforce Investment Board (SWORWIB) will create and develop a comprehensive workforce development system that will engage the entire community towards ever-increasing levels of self-sufficiency.

In relation to the mission of the SWORWIB Area #13, the Emerging Workforce Development Council will create and manage a collaborative system where employers gain a skilled workforce and at-risk youth ages 14 to 24 receive proactive programs and services ensuring they acquire the necessary skills for success in education and employment.

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Southwest Ohio Region Workforce Investment Board (SWORWIB) Area #13 and Emerging Workforce Development Council in cooperation with the Mayor of the City of Cincinnati as Chief Elected Official (CEO) and Hamilton County, are issuing this Request for Proposal (RFP) for Workforce Area #13 which includes the City of Cincinnati and Hamilton County. Per the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed September 9, 2004, Hamilton County Job & Family Services (HCJFS) is designated as the Fiscal agent and Administrative Entity for Local Workforce Investment Area #13. HCJFS receives policy guidance from the SWORWIB, a board of directors comprised of mayoral appointed members representing business economic development, education, organized labor, community based organizations, veterans, social services and state and local government agencies.

This RFP seeks proposals for subsidized WIA Summer Youth Work Readiness Program services to be delivered in the summer of 2009. Funding for this service is being provided through the federal economic recovery plan. HCJFS has not yet received this federal allocation as of the printing of this RFP. HCJFS can not be certain of the amount of funds to be made available for this RFP, the requirements attached to those dollars, or the date these dollars will be available or timeframes for delivery of service. This RFP represents Area #13's efforts to act proactively to both clear a path to make funds available for distribution in the summer of 2009 and to ensure that those funds are spent responsibly. Area #13 expects this RFP to be amended as further information is made available to us. The timeline for this RFP process will be aggressive due to the expedient nature of the anticipated funding distribution, and the Area #13 collaborative is balancing responsiveness to the opportunities for the community with the legal requirements for involved programmatic funding.

For this RFP, each Provider may submit a proposal or proposals to deliver one, or multiple separate scopes of services that satisfy the very general requirements identified in this RFP. Area #13 reserves the right to award multiple contracts for these services to any one or multiple Providers. That decision will be guided by the strengths of each proposal, the funds available, the local priorities as determined by Area #13 and the constraints imposed by state or federal language that accompanies the funding allocation.

Minimum Contract goals:

1. Provider will recruit and determine eligible ninety per cent (90%) of youth projected to be served.
2. Ninety percent (90%) of youth determined eligible will actively engage in documented paid program activities.
3. Eighty percent (80%) of youth who begin an activity/work will continue in the program through no less than three (3) weeks of paid program activity.

1.2 Scope of Services

Statement of Work:

Each proposal must specifically document each prospective service Provider's capacity to:

- A. serve a high volume of at-risk youth compliant with the focus areas identified in section 1.2.1 "Population", below;
- B. serves them at a low cost per youth;
- C. retain those youth through the life of the program;
- D. generate one or multiple valued outputs for each participating youth such as;
 - Living wage, high growth job career track placement/exposure;
 - Education placement/exposure, Industry recognized certificate, and Participant specific employment/education plan;
- E. generate a "work readiness performance indicator" compliant with WIA 136(b)(2)(A)(ii)(I), attainment of basic skills and, as appropriate, work readiness or occupational skills;
- F. In designing summer proposal(s), ensure that no less than fifty percent (50%) of actual and budgeted program costs reflect monetary payments to youth for the hours documented that the youth participated in the value adding activities identified in "D" above. These payments to youth must begin no more than thirty (30) days after enrollment. They must occur no less frequently than bi-weekly, and final payments must be issued no more than thirty (30) days after termination of each program's 2009 WIA Summer Youth Work Readiness Program service components. HCJFS payments for costs incurred after 8/1/09 shall be withheld from each Provider until HCJFS is able to document that actual total billable to HCJFS from that Provider included no less than fifty percent (50%) of costs reflecting actual monetary payments to participating youth.

Each proposal must also specifically document each prospective service Provider's administrative capacity to:

- G. Accurately bill for services within sixty (60) days of the end of each service month
- H. Recruit, enroll and engage a large volume of at-risk youth
- I. Track and report participation and outcomes both for individual youths and aggregate system representation
- J. Document and maintain documentation of youth specific eligibility
- K. Meet minimum contract goals mandated in section 1.1 above.

L. Maintain documentation:

- Names of youth determined eligible for 2009 WIA Summer Youth Work Readiness Program.
- A copy of the work permit, parental permissions and completed application for audit purposes in youth's case file.
- For each youth enrolled in work activities, type of activity, dates and hours of participation
- For each youth engaged in subsidized work, place of employment, position, dates and hours of employment
- Time sheets
- Work sites (name, location, types of work, hours, number of youth employed)

A typical RFP would include much more specific guidelines regarding the particular scope of services or outputs we wish to purchase. This RFP is not that specific because HCJFS may have adequate funding in this anticipated allocation to deliver a range of services not previously considered. As a result, the relative value of proposed scopes of services shall be judged in the following framework.

1. Is the scope permissible under the regulations outlined in this document and in any state or federal requirements tied to the provided funding?
2. Is the bidding service Provider administratively capable of managing these dollars as services as reflected in their responses to items G-L above?
3. Is the service an effective and efficient use of public funds as reflected in the prospective Providers response to items A-F above?
4. Is the bidding service Provider administratively immediately prepared to fulfill the minimum contract requirements provided in **Attachment D** of this RFP?
5. Is the Provider able to scale back or expand service delivery and capacity based upon the system's availability of funding and other factors?

Because of the short timeframes available for assessment of any Summer Youth activity, this RFP will not result in contracts with at risk or incentive funds. As such, Area #13 will have little opportunity to correct poor contract performance after contract awards are made. Due diligence in managing these dollars shall instead, be accomplished through a scrutiny of service proposals. Please provide evidence of past performance to support assertions of readiness to perform any of the service requirements A through K above. Tracking, reporting, eligibility, documentation, and required activities requirements beyond those identified above are unknown at this time. Those requirements will be shared as they become known to HCJFS.

1.2.1 Population

Efforts to prevent at-risk youth from dropping out of the educational system, to re-engage those who do, to assist both drop outs and offenders with employment opportunities and retention support, and to actively promote post-secondary education and training in state certified degree/certificate granting programs are priority goals for Area #13. As such, and for the purposes of this RFP, Area #13 is focusing primarily on serving several subpopulations of youth:

- Youth who are at risk of dropping out of high school
- Youth who have dropped out of high school and are disengaged from the educational system
- Youth who are offenders or court-involved
- Strong preference will be given to proposals that include sound plans to recruit, enroll, and serve a meaningful volume of current or former foster care youth
- Any youth preparing to transition from high school to post secondary education or employment
- Youth in or interested in employment in health care, construction, advanced manufacturing, education, or science/technology/engineering/math

Youth, in the case of this RFP may have an age range of 14 to 24. HCJFS will affirm or correct this eligible service population as we get confirmation.

1.2.2 Eligibility for Services

We are not currently aware of the state/federal eligibility guidelines that will be attached to these dollars.

Based on past experience and recent guidelines, prospective service Providers should be prepared to serve youth somewhere in the range of 14 to 24 years of age at the time of application who meet one or several of the following criteria. They should be prepared to serve youth, who are at risk of dropping out of high school; Youth who are high school dropouts, basic literary skills deficient, unemployed or underemployed; and/or youth in need of obtaining their GED, High School Diploma, vocational education, employment facilitation/placement or other educational services as needed.

Until informed otherwise by the State of Ohio, we are planning for purchase of services and use of these dollars that **would not** require full enrollment of 2009 WIA Summer Youth Work Readiness Program served youth into a year round WIA youth service.

1.2.3 Service Numbers

Below is the 2008 Summer Youth Employment Program breakdown by contracted Providers, budgeted amount, expenses, youth proposed to serve, youth served and cost per youth served. The expectation is that the chosen Provider(s) will identify the volume of youth their program is designed to serve.

2008 Summer Career Camp					
Provider	Budgeted	Expenditures	Youth Proposed to server	Youth served	Cost Per youth served
ESWRC	47,200.00	47,200.00	30	30	\$1,573
UC	147,991.00	137,571.26	150	147	\$936
UAC	45,447.00	45,447.00	50	50	\$909
Total	240,638.00	230,218.00	230	227	\$1,014

HCJFS does not guarantee the current service level will increase, decrease, or remain the same.

1.2.4 Record Retention

Providers should retain all records for the contract for a period of three (3) years after the youth has exited services. Records must be made available upon written request from Area #13, HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services.

Data Tracking and Reporting

Providers will measure, document, and report, as required by the contract and per instructions from HCJFS and/or Area #13. This includes inputting and reporting outcomes, outputs, referrals, benchmarks, participant progress, etc. All reports will be submitted to HCJFS.

Depending on state/federal requirements, Providers may be required to input all their data into Sharing Career Opportunities and Training Information (SCOTI)

SCOTI is the state WIA computer-based system by which youth eligibility is determined, cases are managed, and performance outcomes are reported.

1.2.5 Subrecipient

If awarded a contract through this RFP, the selected applicant(s) will be designated as a “subrecipient” as referenced by ODJFS’ rule OAC 5101:9-1-88. A subrecipient is defined as a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. The selected applicant will have some of the same restrictions and requirements as the federal, state, and local governments/organizations. The auditing standards set forth in Office of Management and Budget (OMB) Circular A-133 (210) (b) budgeting protocols, and federal budget/cost guidelines are all applicable to the successful applicant. Subrecipients will be monitored according to the Office of Management and Budget Circular A-133.400(d)(3) and Office of Management and Budget Circular A-102.40(a).

If awarded a Contract as a result of this RFP, Provider must agree to pay HCJFS for the full amount of any funds which HCJFS is required to repay to any federal or state entity due to Provider’s failure to properly perform its obligations consistent with the terms and conditions of Provider’s Contract.

1. Indications of a subrecipient relationship include:
 - a. Provider determines who is eligible to receive federal financial assistance;
 - b. Provider has performance measured against whether the objectives of the federal program is met;
 - c. Provider has responsibility for programmatic decision making;
 - d. Provider has responsibility for adherence to applicable federal program compliance requirements.
 - e. Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.

2.0 Provider Proposal

It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial fonts when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

Each provider must complete the Cover Sheet, **(Attachment C)**, and include such in its proposal. A Cover Sheet must be completed for each separate proposal being submitted. The Cover Sheet must be signed by an authorized representative, Chief Financial Officer of the provider and also include the names of individuals authorized to negotiate with the Southwest Ohio Region Workforce Investment Board Area #13. The signature line must indicate the title or position the individual holds in the company. Any and all unsigned proposals will be rejected.

The Cover Sheet must also include the Name of the Program, check youth served i.e. In School Youth or Out of School Youth. Total cost for contract period (excluding any leverage funds) proposed total number of youth to be served, and age group to be served. The total cost of each youth served must be supported by the budget.

2.2 Service and Business Deliverables

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Provider must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components.

2.2.1 Program Components

Service Information:

Providers shall respond to the following for all proposals submitted:

- A. Describe in each proposal the nature of the service that you propose to provide. Provide any supporting documentation to reflect on the merits of the concept as a best practice or demonstrably effective concept.

- B. Describe in each proposal how you will fulfill the scope requirements specified in Section 1.2 Scope of Services items A-K. Provide supporting documentation of any cited past performance.

- C. Identify your target population. Specify which age group and population subset is best suited to your service. Suitability standard for enrollment of youth – this presumes each youth is eligible and has appropriate documentation of eligibility on file. A suitability standard goes beyond eligibility to define that population that the Provider believes both needs their service and will benefit from it. Such a standard may speak to education or employment status, work history, barriers currently in place, and/or factors that will support a successful outcome for a prospective enrollee.

- D. If your proposed target population intends to serve a wide range of age groups in this 14 to 24 spectrum, please provide your plan for ensuring that peer appropriate age groups are served in times and settings that will minimize the likelihood of inappropriate contact.

2.2.2 System and Fiscal Administration Components

Please provide the following attached to the original proposal and all copies:

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company. (submit if applicable)
- D. Provider's Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
- G. Job Descriptions - For all positions in the program budget including positions not currently filled. The employees shall have experience with providing employment services to youth,
- H. Payroll Tracking - Include procedure on how your organization plans to track payroll, particularly for any dollars paid to youth. Provider will need to demonstrate in writing that they have a system in place by the start of the contract to both track payments, and to tie those to an hourly rate driven by tracked hours of participation.
- I. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
- J. Specifically affirm your organizations current readiness to comply with all minimum contractual requirements identified in the attached sample Provider contract (B).

Please provide the following attached only to the original proposal:

- K. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity - i.e., corporation, partnership or sole proprietorship) and financed.
- L. Annual Report - A copy of Provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.
- M. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.
- N. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past ten (10) years including, but not limited to Corrective Action Plans, temporary licenses or revocations.
- O. Provide a description of your organization's employee screening and clearance policy.

2.3 Budget and Cost Considerations

In designing your subsidized 2009 WIA Summer Youth Work Readiness Program proposal, ensure that no less than fifty percent (50%) of actual and budgeted program costs reflect monetary payments to youth for the hours you document they participated in the value adding activities identified in Section 1.2 Scope of Services item "D". These payments to youth must begin no more than thirty (30) days after enrollment. They must occur no less frequently than bi-weekly, and final payments must be issued no more than thirty (30) days after termination of each program's 2009 WIA Summer Youth Work Readiness Program service components. HCJFS payments for costs incurred after 8/1/09 shall be withheld from each Provider until HCJFS is able to document that actual total billable to HCJFS from

that Provider included no less than fifty percent (50%) of costs reflecting actual monetary payments to participating youth.

HCJFS reserves the option to modify initial contract amounts as necessary. The value of the contract may be reduced at any point after the third month of the contract span if the Provider(s) is more than twenty percent (20%) below projected expenses. Similarly, if additional funding becomes available and performance is on track, this contract may be increased in value through mutual consent at any point following contract initiation.

- A. It is anticipated that services to youth will begin no later than June 1, 2009 and will continue through August 31, 2009. If servicing out-of-school older youth (16 to 24), the youth services component can potentially terminate September 30. Selected Provider(s) will be permitted to begin administrative services no earlier than May 15, 2009, and shall end administrative services no later than September 30, 2009. Costs associated with administrative months of May and September, 2009 is expected to be minimal. Provider must submit a budget for the entire four and half (4 1/2) months. Total cost of the project/program is a key factor in the evaluation of the proposals. Provider shall demonstrate total project administrative costs not to exceed fifteen percent (15%) of the total contract amount. The definition of administrative costs includes general administrative functions, such as:
- a. financial activities (accounting, budgeting, financial and cash management);
 - b. procurement and purchasing functions;
 - c. property management functions;
 - d. personnel management functions;
 - e. payroll functions;
 - f. coordinating the resolution of findings arising from audits, reviews, investigations and incident reports audit functions;
 - g. audit functions; and
 - h. developing systems and procedures related to these general administrative functions.
- These administrative costs can be both personnel and non-personnel, both direct and indirect.

One hundred percent (100%) of the total potential value of all contracts awarded as a result of this solicitation will be on a cost reimbursement agreement. The cost reimbursement agreement reimburses the Providers for actual costs, such as instructor salaries, supplies, space, payments to youth etc. Provider must submit a Budget and a calculation of the contract term that Provider understands will be used to compensate Provider for services provided. Budget must be submitted in the form provided as **Attachment E**. All registered Providers will be sent an electronic budget file in Excel format. All Providers submitting a proposal shall include a hardcopy of the budget in the proposal and also submit the budget electronically to the contact person identified in Section 3.2 HCJFS Contact Person. If you are unable to submit an electronic copy of your budget, you shall include a statement in the budget narrative explaining the reason.

Note: The softcopy of the budget for the contract period and your proposals must be received by the due date specified in the RFP. The softcopy budgets must match the hardcopy in your proposal.

B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited to provision of the services as described in 1.2.3.

All revenue sources (leveraged resources) available to Provider to serve eligible youth identified in the Scope of Services shall be listed in the Budget, and utilized, where permissible, to reduce the cost of each youth served. All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff.

C. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.

D. For the purposes of this RFP, “**unallowable**” program costs include:

1. The cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
2. Bad debt or losses arising from uncorrectable accounts and other claims and related costs;
3. Contributions to a contingency(ies) reserve or any similar provision for unforeseen events;

4. Contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. Entertainment costs for amusements, social activities and related costs for staff only;
6. Costs of alcoholic beverages;
7. Goods or services for personal use;
8. Fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. Gains and losses on disposition or impairment of depreciable or capital assets;
10. Cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. Losses on other contracts';
13. Organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. Costs related to legal and other proceedings;
15. Goodwill;
16. Asset valuations resulting from business combinations;
17. Legislative lobbying costs;
18. Cost of organized fund raising;
19. Cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. Major losses incurred through the lack of available insurance coverage; and
24. Cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final.

2.4 Customer References

Provider must submit at least three (3) letters of reference for whom services were provided similar in nature and functionality to those requested by through this RFP. Reference letters from HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

- A. Company name;
- B. Address;
- C. Phone number;
- D. Fax number;
- E. Contact person;
- F. Nature of relationship and service performed; and,
- G. Time period during which services were performed.

If Provider is unable to submit at least three (3) letters of reference, Provider must submit a detailed explanation as to why.

2.5 Personnel Qualifications

For key program and business personnel, (i.e. agency director, program director, CFO, and any administrators) who will be working with the program, please submit resumes with the following:

- A. Proposed role;
- B. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history; and
- D. Personal reference (company name, contact name and phone number, scope and duration of program).

Provider's program manager must have a minimum of three (3) years experience as a program manager with a similar program.

3.0 PROPOSAL GUIDELINES

The RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current federal, state, and local laws and procedures.

3.1 PROGRAM SCHEDULE

ACTION ITEM	DELIVERY DATE
RFP ISSUED	March 10, 2009
Deadline for Receiving Final RFP Questions	April 9, 2009
Deadline for Issuing Final RFP Answers	April 13, 2009
Deadline for Registering for The RFP Process	March 27, 2009 (no later than 2:00 p.m.)
Deadline for Proposals Received by HCJFS Contact Person	April 17, 2009
Proposal Review Completed	April 22, 2009

3.2 HCJFS Contact Person

HCJFS Contact Person and mailing address for questions about the proposal process, technical issues, the Scope of Service or to send a request for a post-proposal meeting is:

Maggie Barnett, Contract Services
 Hamilton County Department of Job and Family Services
 222 East Central Parkway, 3rd floor
 Cincinnati, Ohio 45202
HCJFS_RFP_Communications@jfs.hamilton-co.org
 Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS MARCH 27, 2009 (NO LATER THAN 2:00 P.M.).

All interested Providers must complete Registration form (**see Attachment I**) and fax or e-mail the **HCJFS Contact Person to register, leaving their name, company name, e-mail address, fax number and phone number.** The HCJFS contact person's fax number is (513) 946-2384 and their e-mail address is HCJFS_RFP_Communications@jfs.hamilton-co.org

3.4 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with this program or RFP, during the RFP process. If the Provider attempts any unauthorized communication, HCJFS will reject the Provider's proposal.

Individuals associated with this program include, but are not limited to the following:

- A. Public officials;
- B. Any Area #13, SWORWIB or HCJFS employees, except for the HCJFS contact person.

Examples of unauthorized communications are:

- A. Prior to the award being made, telephone calls, letters and faxes regarding the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2;
- B. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- C. E-mail except to the HCJFS Contact Person, as listed in Section 3.2.

3.5 Provider Disclosures

Provider must disclose any pending or threatened court actions and claims brought by or against the Provider, its parent company or its subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause for rejection of the proposal.

3.6 Provider Examination of the RFP

Providers shall carefully examine the entire RFP and any addenda thereto, all related materials and data referenced in the RFP or otherwise available and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP process, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to April 9, 2009 of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.7 Addenda to RFP

HCJFS may modify this RFP no later than April 13, 2009 by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP. All addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

3.8 Availability of Funds

This program is conditioned upon the timely availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available, or are allocated but for more restrictive purposes than are outlined in this RFP, the RFP process will be modified or canceled. HCJFS will notify Provider at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Provider for any expenses incurred as a result of the RFP process.

4.0 Submission of Proposal

Provider must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date.

4.1 Preparation of Proposal

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

4.2 Cost of Developing Proposal

The cost of developing proposals is entirely the responsibility of the Provider and shall not be chargeable to HCJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Provider's expense.

4.3 False or Misleading Statements

If, in the opinion of HCJFS and/or the evaluation team, such information was intended to mislead them in their evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than Friday, April 17, 2009 no later than 11:00 a.m. EST. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

It is absolutely essential that Providers carefully review all elements in their final proposals. Once received, proposals cannot be altered; however, SWORWIB/HCJFS reserves the right to request additional information for clarification purposes only.

4.5 Acceptance and Rejection of Proposals

Area #13 reserves the right to:

- A. award a contract for one or more of the proposed services;
- B. award a contract for the entire list of proposed services;
- C. reject any proposal, or any part thereof; and
- D. waive any informality in the proposals.

The recommendation of SWORWIB staff and the decision by Area #13 shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Provider from full compliance with its specifications if Provider is awarded the contract.

4.6 Evaluation and Award of Agreement

The review process shall be conducted in four stages. Although it is hoped and expected that a Provider will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by **11:00 a.m. on Friday, April 17, 2009** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP.

Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on Friday, April 17, 2009** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;

- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. One (1) Completed Budget and one (1) Budget Narratives, (hard and soft copies) Section 2.3;
- F. Three (3) Customer References or a written explanation, Section 2.4;
- G. Personnel Qualifications, Section 2.5; and
- H. Completed RFP Registration Form.

Stage 2. Evaluation Committee Review

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and may include other individuals designated by Area #13. Review Committee shall evaluate each Provider’s proposal using criteria developed by Area #13 and the SWORWIB. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

Does Not Meet Requirements	A particular RFP requirement was not addressed in the Provider’s proposal. (Rating: 0%)
Partially Meets Requirements	Provider’s proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level. (Rating: 25%)
Meets Requirements	Provider fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. (Rating: 75%)
Exceeds Requirements	Provider’s proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations. (Rating: 100%)

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review. Review Committee may request information from sources other than the written proposal to evaluate Provider’s programs or clarify P\Provider’s proposal. Other sources of information, may include, but are not limited to, the following:

- A. Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of SWORWIB's interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all Providers as deemed necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation

Final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 is worth 10% of the total evaluation score.
- C. Fiscal Evaluation, including responses to Section 2.3 Budget and Cost Considerations including Cost and Price Analysis are worth 30% of the total evaluation score.
- D. Section 4.6. Stage 3, Other Materials considered is worth 10% of the total evaluation score.

If HCJFS determines that is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Program Components, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 System and Fiscal Administration Components are worth 10% of the total evaluation score.

- C. Fiscal Evaluation, including responses to Section 2.3 Budget and Cost Considerations including Cost and Price Analysis are worth 30% of the total evaluation score.

4.7 Proposal Selection

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement.
- B. Based upon the results of the evaluation, Area #13, at the recommendation of the SWORWIB, will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. On behalf of Area #13, at the recommendation of the SWORWIB, HCJFS will work with selected Provider to finalize details of the Contract using **Attachment D, Contract Sample**, to be executed between the BOCC on behalf of Area #13 and Provider.
- D. If HCJFS and Provider are able to successfully finalize an agreement, the BOCC may award a Contract.
- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Provider. In such event, HCJFS, on behalf of Area #13, reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified Providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Provider and be addressed to the HCJFS Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

4.9 Public Records

Hamilton County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. Any material, documents or information which Provider deems to be subject to exemption under the Ohio Public Records Act shall clearly be identified and marked as such before submission to Hamilton County. If Hamilton County is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Hamilton County will notify Provider of that fact. Provider shall promptly notify Hamilton County, in writing, that either a) Hamilton County is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

5.0 Terms and Conditions

The contents of this RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Providers.

5.1 Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the Provider's proposal, and any other mutually agreed upon terms.

5.2 Order of Precedence

The successful Provider's proposal, this RFP, and other applicable addenda will become part of the final contract. This RFP and all attachments are intended to supplement and complement each other and shall where permissible be so interpreted. However, if any provision of this RFP or the attachments conflict, this RFP takes precedence.

5.3 Contract Period, Funding & Invoicing

A contract will be written for a four and a half (4 ½) month period beginning May 15, 2009 through September 30, 2009 with no renewal option. The Southwest Ohio Workforce Investment Board will determine contract funding amounts based on the budget(s) submitted in the Provider's proposal and Area #13's funding allocation under the available WIA allocation. Funding is contingent on timely availability and state/federal restrictions on funding. All contracts awarded as a result of this solicitation will be on a cost reimbursement agreement for authorized services already provided. HCJFS will use its best efforts to make payment within thirty (30) days of receipt of timely and accurate invoices and required documentation. **See Attachment B for a sample Provider Contract for minimum contractual requirements of all HCJFS Providers. Provider is encouraged to carefully review attachment B, and submit terms their organization has conflict with or inability to meet. This is to assist with expedient contract development and identify non-negotiation terms. HCJFS reserves the right to add or delete contract language to meet program needs.**

5.4 Confidential Information

HCJFS is required to maintain the confidentiality of consumer information. The sharing of consumer information with HCJFS business partners and service Providers is governed by numerous laws, regulations, policies and procedures. The governing requirements were developed to ensure that confidentiality is maintained and that appropriate security procedures are implemented and followed to address the exchange of information. Any Provider engaging in any service for HCJFS will be required to hold confidential consumer information.

As a means of ensuring the confidentiality of consumer information, all data exchanged by e-mail that is outside of the HCJFS e-mail network will be transmitted as an attached WORD or Excel document that has been encrypted and password protected. The sender and receiver of confidential consumer information are required to initiate the use of new passwords on the first day of each quarter. The passwords will be established by HCJFS and given to the selected Provider(s). Non-encrypted information must be sent to HCJFS via fax, in person, or regular or certified mail on a disk or flash drive.

5.5 Non-Discrimination In The Performance Of Services

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any Area #13 consumer in its performance of this Contract on the basis of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services at their own expense. To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, customers shall not be required to pay for such assistance.

5.6 Insurance

Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A:VII. Provider shall purchase the following coverage and minimum limits;

Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

Additional insured endorsement;
Product liability;
Blanket contractual liability;
Broad form property damage;
Severability of interests;
Personal injury; and
Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS clients) "Clients" and the Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees POV insurance and provide coverage above its employee's POV coverage. The Provider agrees the business auto liability policy will be endorsed to provide this coverage.

Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

Additional insured endorsement;
Pay on behalf of wording;
Concurrency of effective dates with primary;
Blanket contractual liability;
Punitive damages coverage (where not prohibited by law);
Aggregates: apply where applicable in primary;
Care, custody and control – follow form primary; and
Drop down feature.

Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

The Provider further agrees with the following provisions:

The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202; Risk Manager, City of Cincinnati, 100 Centennial Plaza, Central Avenue; Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio, Hamilton County Department of Job & Family Services, City of Cincinnati and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."

Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202; and to Risk Manager, City of Cincinnati, 100 Centennial Plaza, Central Avenue, Cincinnati, Ohio 45202.

Provider shall furnish the Hamilton County Risk Manager, HCJFS and City of Cincinnati Risk Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with Hamilton County as Administrative Agent for Area #13.

Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against Hamilton County, HCJFS and the City of Cincinnati. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Provider, Hamilton County, HCJFS, and the City of Cincinnati agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

Provider's insurance coverage shall be primary insurance with respect to Hamilton County, HCJFS, the City of Cincinnati, and their officials, and their respective employees, agents, and volunteers. Any insurance maintained by Hamilton County, HCJFS, or the City of Cincinnati shall be in excess of Provider's insurance and shall not contribute to it.

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.

If any of the work or services contemplated by this Contract is subcontracted, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein.

5.7 Declaration of Property Tax Delinquency

As part of the submitted proposal, Provider will include a **notarized** Declaration of Property Tax Delinquency form, **Attachment F**, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

5.8 Campaign Contribution Declaration

As part of the submitted proposal, Provider will include the applicable **notarized** Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), **Attachments H1 & H2**. HB694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the HCJFS public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

All individuals or entities interested in contracting with Hamilton County, Ohio are required by HB 694 to complete the applicable affidavit certifying compliance with contribution limits set forth by the Bill. All current and potential Providers should closely review HB 694 or risk

loss of their opportunity to obtain or retain Hamilton County contracts. Please seek guidance from your legal counsel if you have questions pertaining to HB 694 as we are unable to provide individual legal advice. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

5.9 Terrorist Declaration

In accordance with ORC 2909.32(A)(2)(b), Provider agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, **Attachment G**.

Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

**ATTACHMENT C
PROPOSAL COVER SHEET FOR
2009 WIA SUMMER YOUTH WORK READINESS PROGRAM
Bid No: RFP MB1009R**

Name of Provider : _____

Provider Address: _____
Include city, state and zip code

Contact Person : _____
(Please Print or type name) Title

Phone Number: _____ Fax Number: _____ E-Mail: _____

Additional Names: Provider must include the names of individuals authorized to negotiate with HCJFS

Person(s) authorized to negotiate with HCJFS:

(1) Name: _____ Title: _____
(Please Print) (Please Print)

Phone Number: _____ Fax Number _____ E-Mail: _____

(2) Name: _____ Title: _____
(Please Print) (Please Print)

Phone Number: _____ Fax Number: _____ E-Mail: _____

Name of Program: 2009 Summer Youth Employment In School ____ Out of School ____

Total Cost for Four and half Months 5/15/09 - 9/30/09	Total Number of Youth to be Served	Age Group to be Served
\$ _____ (Do not include any leverage funds)	_____	_____

Certification: I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document.

Signature - Authorized Representative Title Date

Signature – Financial Officer Title Date

++Please see back of form for checklist to verify everything required to be submitted is included.
Proposal Submission Checklist

For
2009 WIA SUMMER YOUTH WORK READINESS PROGRAM
Bid No: RFP MB1009R

Please use the checklist below to ensure all items and actions necessary to have your proposal accepted are completed.

- _____ A) Registered for RFP Process on or before March 27, 2009 by 2:00 p.m.
- _____ B) Proposal is to be submitted by 11:00 a.m. on April 17, 2009
- _____ C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1
- _____ D) Responses to Program Components, Section 2.2.1 are included
- _____ E) Responses to System and Fiscal Administration components, Section 2.2.2 are included
- _____ F) Budget completed correctly, Section 2.3 (hard copy included with proposals)
- _____ G) Soft copy of the budget sent to the Contact Person on or before due date of proposals (April 17, 2009). Soft copy completed in Excel format, Section 2.3
- _____ H) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, budget narrative must be completed for initial contract term and one for each one year renewal option. (total of 3) Section 2.3
- _____ I) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- _____ J) Personnel Qualifications are included, Section 2.5

ATTACHMENT D

Contract # _____

**HAMILTON COUNTY
DEPARTMENT OF JOB & FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT**

This Contract is entered into on _____ between the Board of County Commissioners of Hamilton County, Ohio on behalf of the Area #13 comprised of Hamilton County and the City of Cincinnati (hereinafter Area #13) as their interests shall appear, through the Hamilton County Department of Job & Family Services, who has been designated as the Administrative Entity and Fiscal Agent (hereinafter "HCJFS") pursuant to an Intergovernmental Agreement effective July 1, 2004 between the BOCC and the City Council of the City of Cincinnati, Ohio and XXXXXXXXXXXXX, (hereinafter "Provider"), with an office at XXXXXXXXXXXXX, whose telephone number is (XXX) XXX-XXXX for the purchase of the 2009 WIA Summer Youth Work Readiness Program.

1. TERM

This Contract will be effective from _____ through _____ inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract can not exceed XXX,XXX over the life of this Contract.

This Contract is awarded as a result of RFP # MB01009R, Request for Proposals for 2009 Summer Youth Work Readiness Programs under the Workforce Investment Act (WIA), issued by the Southwest Ohio Region Workforce Investment Board Area #13 and Emerging Workforce Development Council in cooperation with Hamilton County and the City of Cincinnati, Office of the Mayor.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform the Summer Youth Employment Services as more particularly described in Exhibit I-A, Scope of Services, Exhibit II, Request for Proposal, and Exhibit III – Provider’s Proposal.

Exhibits for this Contract are as follows:

1. Exhibit I-A – Scope of Services;
2. Exhibit II – Request for Proposal;
3. Exhibit III – Provider’s Proposal; and
4. Exhibit IV – Budget

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through IV as defined in 2.A. EXHIBITS above. This Contract and all exhibits are intended to supplement and compliment each other and shall, where possible, be so interpreted. However, if any provisions of this Contract irreconcilably conflict with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I-A – Scope of Services;
2. Exhibit II– Request for Proposal;
3. Exhibit IV – Budget; and
4. Exhibit III – Provider’s Proposal

C. PROVIDER RESPONSIBILITY

1. Required Documentation and Reporting: Records of all service provided to all individuals in the contracted program(s) (whether reimbursed by this Contract or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.

Provider agrees that it will not be paid/reimbursed for any service or expenses for which Provider has not maintained the proper records and documentation. Provider agrees that this provision also applies to records and documentation which are the subject of any audit. For purposes of this Contract “Proper” documentation of service provided is as follows:

If the program is such that service is provided on a one-to-one basis, as in counseling, the documentation must be maintained by the counselor by means of a personal record of service which details the service provided to, or on behalf of a recipient, with the beginning and ending date of the service.

2. Area #13 reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish Area #13 with reports as requested. Area #13 may exercise this right without a Contract amendment. Area #13 reserves the right to withhold payment until such time as the requested and/or required reports are received.
3. Provider must report financial, Consumer, and performance data in accordance with instructions supplied by Area #13. Financial reports must include any income or profits earned, including such income or profits earned by subrecipients, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

4. Provider must report expenditures and program income, including any profits earned, on the accrual basis of accounting and cumulative by fiscal year of appropriation. If the Provider's accounting records are not normally kept on the accrual basis of accounting, the Provider must develop accrual information through analysis of the documentation on hand.
5. Provider agrees to work with the Southwest Ohio Regional Workforce Investment Board (the "SWORSWORWIB") consistent with the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed by and between the Board of County Commissioners, Hamilton County, Ohio and the City of Cincinnati effective July 1, 2004.
6. The Provider agrees that the compensation amount in Section 3, BILLING AND PAYMENT is the full payment for service. No fees or additional cost shall be charged to any WIA youth for the Contract service without the express approval of Area #13. Such approval must be made by way of a Contract amendment.

D. SUBRECIPIENT (IF APPLICABLE)

Provider is designated as a "subrecipient" as referenced by ODJFS' rule OAC 5101:9-1-88. As such, Provider will have some of the same restrictions and requirements as the federal, state, and local government/organizations. The auditing standards set forth in Office of Management and Budget Circular A-133.210(b) budgeting protocols, and federal budget/cost guidelines are all applicable to the subrecipient entity. Subrecipients will be monitored according to Office of Management and Budget Circular A-133.400(d)(3) and Office of Management and Budget Circular A-102.40 (a).

Provider agrees that it will pay HCJFS the full amount of any funds which HCJFS is required to repay to any federal or state entity due to Provider's failure to properly perform its obligations consistent with the terms and conditions of this Contract.

3. BILLING AND PAYMENT

- A. Expense Reimbursement – For services rendered during this Contract, Provider shall be reimbursed for One Hundred Percent (100%) of its incurred and allowable expenses. Notwithstanding the above, such expense reimbursement shall be limited to those expenses set forth in Exhibit IV – Budget, for which Provider has submitted proper verification as a part of its invoice. In no event, however, shall reimbursement to Provider exceed XXXXX. Provider agrees that it will not be reimbursed for any expense in an amount greater than set forth in Exhibit IV – Budget for such expense or time period set forth on such exhibit.
- B. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS, as the Fiscal Agent for Area #13, within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received.

1. HCJFS, as the Fiscal Agent for Area #13, will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
 2. For accurate invoices which are received timely, HCJFS, as the Fiscal Agent for Area #13, will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
 3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. All invoices must contain backup documentation to allow HCJFS to verify all expenses set forth on such invoice. Proper expense documentation includes copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on the invoice.
- C. Provider will indicate the purchase order and vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in Exhibit IV – Budget and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 2. bonding costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 12. losses on other contracts;

13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
- F. Provider warrants that claims made for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

4. ELIGIBILITY FOR SERVICES

Provider agrees that it is responsible for determining eligibility for WIA Youth Services under the _____ in accordance with the rules and regulations set forth in the _____. A participant is defined in federal statute, and in this contract as “An individual who has been registered pursuant to 20 CFR 663.105, has been determined eligible and is receiving services (except for follow up services) under a program or activity authorized by Title I of the Workforce Investment Act of 1998.” Individuals receiving services under this Contract will be referred to as “Participants” or “Consumers”.

5. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms:

All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract,

will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all Consumers and families served. No information on clients served will be released for research or other publication without the express written consent of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. NO ASSURANCES

Provider acknowledges that, by entering into this Contract, HCJFS is not making any guarantees or other assurances as to the extent, if any, that HCJFS will utilize Provider's services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under this Contract.

7. NON-EXCLUSIVE

This is a non-exclusive Contract, and HCJFS may purchase the same or similar item(s) from other Providers at any time during the term of this Contract.

8. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from Area #13, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of any HCJFS, Board of County Commissioners or City of Cincinnati officers or employees involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an Area #13 employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. Provider will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract including termination of the Contract.

Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921, and the Ohio Administrative Code Chapter 5101. Provider certifies that by executing this Contract, it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. Provider further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

9. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS. Provider may not subcontract any of the services agreed to in this Contract without the express written consent of HCJFS. At the time of Contract signing, Provider warrants that Provider has a signed Contract with all approved subcontractors or will execute a signed Contract with all approved subcontractors within thirty (30) days of execution of Provider's Contract with HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract, including the insurance requirement in which Hamilton County, the Board of County Commissioners, Hamilton County, Ohio, HCJFS, and City of Cincinnati are listed as additional insured. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met.

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for Area #13 to terminate this Contract with one (1) day prior written notice. Provider must notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide

HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

10. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

11. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

Provider acknowledges and agrees that only staff from the Contract Services Section of HCJFS may implement contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

12. SEVERABILITY

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

13. TERMINATION

A. Termination for Convenience

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Provider Thirty (30) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider thirty (30) days written notice specifying the nature of the default. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five

(5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the HCJFS may have under this Contract.

For purposes of the Contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A material breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.
2. Provider, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

Provider shall not be relieved of liability to HCJFS for damages sustained by Area #13 by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due Area #13 from Provider is agreed upon or otherwise determined.

14. COMPLIANCE

Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations cites including, but not limited to 2CFR Part 215

(OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

15. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, Provider and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Provider agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Provider will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.
- B. Provider agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Provider will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Provider.
- C. Provider will incorporate the foregoing requirements of this Section in all of its subcontracts.
- D. Provider agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

16. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5151:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

17. PROVIDER SOLICITATION OF AREA #13 EMPLOYEES

Provider warrants that for one (1) calendar year from the beginning date of this Contract with HCJFS, Provider will not solicit HCJFS and Area #13 employees to work for Provider. The term "Provider" includes all Provider staff.

18. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board of County Commissioners, Hamilton County, Ohio; HCJFS; City of Cincinnati; or SWORWIB.

19. DISCLOSURE

Provider hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with Provider or in Provider's business.

20. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

21. NO ADDITIONAL WAIVER IMPLIED

If HCJFS or Provider fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

22. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to HCJFS and/or Consumers of HCJFS concerning the confidentiality of such Consumers. Provider understands that any access to the identities of any such Consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Provider agrees that the use or disclosure of information concerning Consumers for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure that all Consumer documentation is protected and maintained in a secure and safe manner whether located in Provider's office or taken out of Provider's office.

23. AUDIT RESPONSIBILITY

- A. Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days will be cancelled and will not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

HCJFS may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties. An amendment to the Repayment Agreement may also be processed if any additional changes or issues develop or need to be addressed.

- B. Provider shall cause to be conducted an annual independent audit. Within fifteen (15) days of receipt of the audit report, Provider agrees to give HCJFS a copy of Provider's most recent annual report, most recent annual independent audit report and any report associated management letters.
- C. HCJFS reserve the right to evaluate programs of contracted providers. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and consumers. Such evaluations will be conducted at Provider's own time and expense.

- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

24. WARRANTIES AND REPRESENTATIONS

Provider warrants and represents that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

Provider warrants and represents that at all times during the contract term, Provider shall maintain in good standing, any license or certification required for Provider's performance in carrying out the terms of this Contract. Additionally, Provider shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

Provider warrants that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

Provider warrants and represents that they have followed the procurement and bidding practices set forth in the Administrative Procedure Manual ("APM"), Chapter 4000, Ohio Administrative Code Sections 5101:9-4-01, 5101:9-4-02, 5101:9-4-04, 5101:9-4-06, 5101:9-4-07, and 45 CFR part 92.

25. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Provider hereunder, the products or services directly involved in the performance of that function might be terminated by HCJFS at the end of the period for which funds are available.

HCJFS will notify the Provider at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to HCJFS in the event this provision is exercised, and HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

26. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' or Area #13's property or employees which are necessary to Provider's ability to perform.

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

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

27. COORDINATION

Provider will advise HCJFS and SWORWIB of any significant fund raising campaigns contemplated by the Provider within Cincinnati and Hamilton County for supplementary operating or capital funds during the term of this Contract so that the same may be coordinated with any planned promotion of public or private funds by HCJFS and SWORWIB for the benefit of this and other agencies within the community.

28. LEGAL ACTION

Any legal action brought pursuant to the Contract will be filed in the courts located in Hamilton County, Ohio and Ohio law will apply.

29. PUBLIC RECORDS

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

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

30. DRUG-FREE WORKPLACE

Provider certifies and affirms that Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F (or other applicable federal or state law, rule or regulation). Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly to Consumers.

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from SWORWIB President and HCJFS, unless Provider is required to release requested information by law. The SWORWIB President and HCJFS reserve the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract. Except where the SWORWIB President and HCJFS approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

If contacted by the media about this Contract, Provider agrees to notify SWORWIB President in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using contract information and results to market to specific clients or prospects.

33. AMENDMENTS

This writing constitutes the entire agreement between Provider and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and HCJFS; however, it is agreed by Provider and HCJFS that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

34. INSURANCE

Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Provider's products or services as described in this Contract;

auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A;VII. Provider shall purchase the following coverage and minimum limits;

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

Business auto liability insurance of at least One Million Dollars (\$1,000,000.00), combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS clients) "Clients" and the Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees POV insurance and provide coverage above its employee's POV coverage. The Provider agrees the business auto liability policy will be endorsed to provide this coverage.

- B. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- E. The Provider further agrees with the following provisions:
1. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202; Risk Manager, City of Cincinnati, 100 Centennial Plaza, Central Avenue, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio, Hamilton County Department of Job & Family Services, City of Cincinnati and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
 2. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202; Risk Manager, City of Cincinnati, 100 Centennial Plaza, Central Avenue, Cincinnati, Ohio 45202.
 3. Provider shall furnish the Hamilton County Risk Manager, HCJFS and City of Cincinnati Risk Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the above described entities before the Contract commences. Each entity reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 5. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with Hamilton County as Administrative Agent for Area #13.

6. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the Hamilton County, HCJFS and the City of Cincinnati. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
7. Provider, Hamilton County, HCJFS and the City of Cincinnati agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
8. Provider's insurance coverage shall be primary insurance with respect to the Hamilton County, HCJFS, the City of Cincinnati and their respective officials, employees, agents, and volunteers. Any insurance maintained by Hamilton County, HCJFS, or the City of Cincinnati shall be in excess of Provider's insurance and shall not contribute to it.
9. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.
10. If any of the work or services contemplated by this Contract is subcontracted, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein.

35. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners, Hamilton County, Ohio, HCJFS, City of Cincinnati, the SWORWIB and their respective members, officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgements and expenses, subrogation's (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

36. SCREENING AND SELECTION

A. Criminal Record Check:

Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.

Provider shall not assign any individual to work with or transport Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

1. an annual satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio;
2. an annual satisfactory BMV transcript from the individual's state of residence; and
3. a current and valid driver's license.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Consumer if:

1. the individual has a condition which would affect safe operation of a motor vehicle;
2. the individual has five (5) or more points on his/her driver's license; or
3. the individual has been convicted of driving while under the influence of alcohol or drugs.

C. Verification of Job or Volunteer Application

Provider will check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual to provide services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and training information.

37. LOBBYING RESTRICTIONS

- A. Provider affirms that no federal funds paid to Provider by HCJFS through this Contract or any other agreement has been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. Provider further certifies compliance with all lobbying restrictions, including Title 13, Section 1352 of the United States Code (USC), 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
- B. If this Contract exceeds One Hundred Thousand Dollars (\$100,000.00), Provider affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, if required by federal regulations.
- C. Provider agrees to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. Provider certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

Provider further warrants that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

38. MAINTENANCE OF SERVICE

Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis.

Provider further certifies that Federal funds will not be used to supplant non-federal funds for the same service.

39. DISPUTE RESOLUTION

Both HCJFS and Provider agree to make every reasonable effort to resolve any dispute. Any dispute may be brought forward by either party to the other in sufficient detail to identify the claim, together with its character and scope (the "Notice of Dispute"). Such Notice of Dispute shall also include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties and shall be forwarded in writing to the following representatives of the parties as follows.

A maximum of Twenty (20) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step.

Step 1

Representative for Area #13:

Representative for Provider:

If an agreement cannot be reached during Step 1, the grieving party may elevate the dispute to Step 2.

Step 2

Representative for Area #13:

Representative for Provider:

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3.

Step 3

Representative for Area #13:

Representative for Provider:

All representatives shall communicate with each other to readily resolve items in dispute.

Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

40. GRIEVANCE PROCESS

Provider will notify HCJFS, in writing, on a monthly basis of all grievances initiated by Consumers that involve the services provided through this Contract. Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance. The monthly report will be submitted to the assigned HCJFS Contract Manager.

Provider will post the grievance policy and procedure in a public or common area at each contracted site so all Consumers are aware of the process.

41. PROPERTY OF HAMILTON COUNTY

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of Area #13 which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for Area #13 and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless Area #13 determines that, pursuant to state or federal law; such materials are confidential or otherwise exempted from disclosure.

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. Area #13 is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to Area #13, then Provider agrees to and by executing this Agreement hereby does assign to Area #13 all worldwide rights, title, and interest in and to the Deliverables. Area #13 acknowledges that its sole ownership of the Deliverable(s) under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

42. DEBARMENT AND SUSPENSION

- A. Provider certifies that neither Provider nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR Part 98. Provider also affirms that within three (3) years preceding this agreement neither Provider nor any of its principals:
1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 2. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this Section and have not had any public transactions (Federal, State, or local) terminated for cause or default.

- B. Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of the Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

43. DEBT CHECK PROVISION

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

44. FAITH BASED ORGANIZATIONS

Provider agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of Consumers is not diminished and that it will not discriminate against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately refer the individual back to HCJFS for an alternative Provider.

45. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with HCJFS, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider’s employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of support that is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

46. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Holly Harris-Ifeakanwa	946-1462	Contract Services	Contract changes, Contract language, Contract budget, audits
XXXXXXXX	XXXXXXXX	Fiscal	billing and payment
Sherry Kelley Marshall	579-3114	Area #13 Workforce Investment Board	Oversight of all work and staff of the SWORSWORWIB.
Kevin Holt	946-1840	Workforce Development	Scope of service, service eligibility, program outcomes

47. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and applicable environmental protection agency regulations. Provider understands that all violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

48. ENERGY POLICY AND CONSERVATION ACT

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

49. CONTRACT CLOSEOUT

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

50. CAMPAIGN CONTRIBUTION DECLARATION

As part of its submitted proposal, Provider completed the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), attached hereto and incorporated herein as Attachment ___ to Exhibit III - Provider’s Proposal. HB 694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts.

Provider further agrees it will complete a notarized Affidavit in Compliance with ORC 3517.13 prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

51. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

Provider affirms that Provider its principals, affiliated groups, or persons with a controlling interest in Provider's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

As part of its submitted Proposal and in accordance with ORC 2909.32(A)(2)(b), Provider completed the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist

Organization, attached hereto and incorporated herein as Attachment G to Exhibit VII, Provider's Proposal. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

Provider further agrees it will complete a notarized Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

52. DECLARATION OF PROPERTY TAX DELINQUENCY

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment ___ to Exhibit III - Provider's Proposal.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

53. WIA RULES AND REGULATIONS

Provider acknowledges that funding for this Contract is provided pursuant to the _____. Provider agrees to accommodate all reasonable requests by HCJFS in complying with any rules, regulations, and pronouncements required by federal and state officials in their administration of the _____. Provider further agrees to follow all federal and state rules and regulations applicable to the WIA and subrecipients of WIA funding.

54. MISCELLANEOUS PROVISIONS

- A. If applicable, Provider agrees to comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
- B. If applicable, Provider agrees to comply with the provisions of the Hatch Act (U.S.C. 15011508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- C. If any Contract activities call for services to minors, Provider agrees to comply with the Pro-Children Act of 1994; Public Law 103-227 that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

55. QUALIFICATIONS TO CONDUCT BUSINESS

Provider affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period Provider, for any reason, becomes disqualified from conducting business in Ohio, Provider will immediately notify HCJFS in writing and will immediately cease performance of the activities set forth in the Contract.

56. UNFAIR LABOR PRACTICES

Provider affirms that neither Provider nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify Provider as having more than one (1) unfair labor practice contempt of court finding.

57. NOTICES

For any notice under this Contract to be effective, it must be made in writing and sent to the addresses set forth below, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.

As to Provider

As to Area #13

Board of County Commissioners, Hamilton County, Ohio
138 East Court Street
Room 603
Cincinnati, Ohio 45202

Mayor of City of Cincinnati
801 Plum Street
Room 150
Cincinnati Ohio 45202

Southwest Ohio Region Workforce Investment Board
Sherry Kelley Marshall, President
441 Vine Street

300 Carew Tower
Cincinnati Ohio 45202

With copies to:
Jeffrey Startzman
Hamilton County Job & Family Services
222 East Central Parkway
Cincinnati, Ohio 45219

SAMPLE CONTRACT

The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2009.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____
County Administrator
Hamilton County, Ohio

Recommended By: _____ Date: _____
Maira Weir, Director
Hamilton County Department of Job & Family Services

Approved By: _____ Date: _____
Mayor of Cincinnati/Chief Elected Official

Approved as to form:
By: _____ Date: _____
Prosecutor's Office, Hamilton County, Ohio

Recommended by: _____ Date: _____
Workforce Investment Board President

PREPARED BY _____
CHECKED BY _____
APPROVED BY _____

Attachment E

HCJFS CONTRACT BUDGET
 2009 WIA Youth Summer Readiness Program

Agency:
 Budget for period:

Line Item	Hours per week	Wage	Requested funds	Leveraged funds	Total Projected Expense
Staff Salaries					
Payroll taxes and benefits					
FICA _____%					
Worker's Comp _____%					
Unemployment _____%					
Retirement _____%					
Hospital Care _____%					
Other (specify) _____%					
Subcontracts					
Program Supplies					
Youth Participant Expenses					
Stipend					
Transportation					
Other (specify)					
Other expenses (specify)					
Administrative Costs					
Profit Margin (For-Profit Entities Only)					
TOTAL PROGRAM EXPENSES					

ATTACHMENT F
Declaration of Property Tax Delinquency
(ORC 5719.042)

I, _____, hereby affirm that the Proposing Organization herein, _____, is ____ / is not ____ (**check one**) charged at the time of submitting this proposal with any delinquent property taxes on the general tax list of personal property of the County of Hamilton.

If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$_____.

State of Ohio
County of Hamilton

Before me, a notary public in and for said County, personally appeared _____, authorized signatory for the Proposing Organization, who acknowledges that he/she has read the foregoing and that the information provided therein is true to the best of his/her knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio this ____ day of _____ 20____.

Notary Public

ATTACHMENT G

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				

ATTACHMENT G

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

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

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section
[Name of Corporation/Business Trust]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this ____ day of _____, 200_.

Notary Public - State of _____
My Commission Expires: _____

4. I further certify that if _____ is awarded a contract,
[Name of Entity]
the following persons shall, beginning on the date the contract is awarded and extending
until one year following the conclusion of that contract, maintain compliance with
division (I)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject
me and/or _____ to the penalties set forth in Section
[Name of Entity]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this ____ day of _____, 200_.

Notary Public - State of _____
My Commission Expires: _____

REGISTRATION FORM

PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

RFP MB1009R: For 2009 WIA SUMMER YOUTH WORK READINESS PROGRAM
All inquiries regarding this RFP are to be in writing and are to be mailed or faxed to:

**Maggie Barnett, Contract Services
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384**

The Hamilton County Job and Family Services **will not** entertain any oral questions regarding this **RFP**. Other than specified above, no bidder may contact any county official, employee, project team member or evaluation team member. Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this **RFP**. **Inappropriate contact may result in rejecting of the Provider's Proposal, including attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

The only appropriate contact is with the contact person listed above.

Have you been banned from doing business with the State of Ohio? _____.

Please fax this completed page to HCJFS Contracting Department at (513) 946- 2384.

By faxing this completed page to the HCJFS Contracting Department you will be registering your company's interest in this RFP and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING PREBID:	
SIGNATURE:	

Registration helps insure that Providers will receive any addenda to or correspondence regarding this RFP in a timely manner. The Hamilton County Department of Job & Family Services will not be responsible for the timeliness of delivery via the U.S. Mail.