

TUSCARAWAS COUNTY
JOB AND FAMILY SERVICES
REQUEST FOR PROPOSAL

TRANSPORTATION SERVICES
-Including-
NON EMERGENCY TRANSPORTATION
OHIO WORKS FIRST TRANSPORTION
(as needed)
CHILD WELFARE TRANSPORTATION

Issue Date: October 28, 2022

Deadline for submission
Of Proposals: November 23, 2022

To request RFP, contact: Lisa Vitale Arnold
Tuscarawas County Job & Family Services
389 16th Street, S.W.
New Philadelphia, Ohio 44663
(330) 308-7786
Lisa.Vitale@jfs.ohio.gov

For technical assistance, contact: Lisa Vitale Arnold
Tuscarawas County Job & Family Services
389 16th Street, S.W.
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Request for:
Transportation Services

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Section One: Purpose

Tuscarawas County Job & Family Services (TCJFS) announces the release of a Request for Proposal (RFP) for the purpose of obtaining proposals from all government and educational entities; private non-profit; private for profit; faith based organizations; or individuals for the purpose of selecting a vendor(s) to provide Transportation Services, which will include Non-Emergency transportation, transportation for the Ohio Works First Program (as needed), and transportation for child welfare clients of the Agency.

Section Two: Background

Tuscarawas County Job & Family Services is a combined social service agency administering public assistance and children services programs.

Tuscarawas County Job & Family Services does not discriminate on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship in the awarding of contracts. TCJFS is an equal opportunity employer.

Section Three: Scope of Work

Services are being requested for provision of transportation services to Medicaid eligible persons to requested Medicaid-paid services and for transportation of Ohio Works First (OWF) clients to OWF approved appointments and services (as needed). Additionally, services are requested for provision of transportation services for TCJFS Child Welfare clients. The scope of service will include the following:

- 1) Provide transportation to Medicaid-eligible persons to Medicaid-paid medical appointments.
- 2) Provide transportation to participants in the OWF program to OWF approved services and activities (as needed).
- 3) Provide transportation to child welfare clients of the Agency.
- 4) Serve approximately 1400-1500 trips per month.
- 5) Persons being transported for any of the above programs must be only those qualified for services, as determined by TCJFS, and referred only by TCJFS.
- 6) All children 18 years of age or younger must be accompanied by an adult.
- 7) All seat belt and child restraint laws must be observed and followed.

- 8) Services are only for residents of Tuscarawas County, Ohio but the service or appointment for which the client is being transported may be anywhere within the State of Ohio or to any recognized Medicaid provider.
- 9) Service delivery hours must be flexible to accommodate appointments early and late in the day at various locations.

Contracts will be negotiated based on a submitted budget on a unit cost reimbursement rate.

IF YOU PROVIDE THIS AMOUNT ON A PER MILE BASIS, PLEASE BE CLEAR TO STATE WHETHER THE COST PER MILE IS INTENDED TO BE BILLED FROM THE PICK-UP POINT, YOUR OFFICE ADDRESS, OR SOME OTHER MANNER.

WE ARE UNABLE TO PROVIDE PAYMENT FOR “NO-SHOW.” PLEASE ACCOUNT FOR THIS IN YOUR PRICE PER MILE FIGURE.

Section Four: Available Funds

The funds associated with this RFP are expected to be available from December 16, 2022 to December 15, 2023. Funds for this RFP come from TANF (including child welfare TANF and TANF/PRC - Catalog of Federal Domestic [CFDA] Federal TANF grant number 93.558.), as well as funding from other state and federal sources. The amount of any award is dependent upon the availability of funding through allocations received from the Ohio Department of Job & Family Services. **Multiple vendors may be selected to provide the described services. A contract may be for all or part of the amount stated in the RFP.**

There is the possibility that during the period of this contract the State of Ohio may wish to provide this service at the state level. TCJFS has no control over this situation. If this does happen, the contracts awarded pursuant to this RFP may be discontinued.

The funds available under this RFP may not be used for meals unless it is an integral part of the program. If funds are being sought for meals, the proposal must specify how the meals are essential to the program.

Proposals that are accepted and have contracts executed may be renewed for up to an additional two years based on satisfactory performance. It is TCJFS' sole discretion to determine what is satisfactory performance and whether to renew an agreement.

Section Five: Submission Criteria

Proposals must be submitted to TCJFS in strict accordance with proposal submission instructions provided in this section. Any proposal failing to follow the entire proposal acceptance criteria listed below shall be disqualified from consideration.

Proposals must be received in a **sealed** envelope no later than **4:00 P.M. on November 23, 2022**. On the outside of the envelope, on the front left side, the words “Non-Emergency Transportation Proposal” must be written. Proposals received after this time will not be considered. Faxes will not be accepted. No confirmation of mailed proposals received can be provided. Unsolicited materials received after the deadline date will not be added to previous submissions and will not be considered.

Proposals must be **typed** using a **12 point font, double spaced on 8.5 x 11 paper**.

One original and **2 copies** of the proposal must be submitted.

Original proposals and copies are **not to be bound** in any way. They may be paper clipped or clipped with a binder clip. No staples.

The attachments of the proposal must be **signed** by a representative of the bidder with appropriate authority.

All required **forms and attachments** must be completed and included in the proposal.

All **pages** shall be **sequentially numbered**.

It is mandatory that proposals be organized in the requested order, and that, wherever appropriate, sections/portions of the proposal make reference by section number/letter to those RFP requirements to which they correspond.

A copy of the bidder’s most recent audit must be included with the proposal, if available

A copy of the bidder’s indirect cost plan must be included with the proposal, if available

A detailed contract budget must be included, including an explanation of how the unit cost (for example, cost per mile) was arrived at. Exhibit 2 is a guide only. You may use your own form.

Section Six: Contact Information

Questions and comments must be in writing and addressed to: Lisa Vitale Arnold, Tuscarawas County Job & Family Services, 389 16th Street, S.W., New Philadelphia, Ohio 44663 or by email to Lisa.Vitale@jfs.ohio.gov. Questions will be received until November 18, 2022 at 4:00 P.M., five (5) working days before proposals are due.

Section Seven: Anticipated Procurement Time Table

October 28, 2022	RFP released
4:00 P.M., November 18, 2022	Q&A period closes, no further inquiries will be accepted

4:00 P.M., November 23, 2022	Deadline for bidders to submit proposal
December 9, 2022	TCJFS issues contract award letters (estimate)
December 16, 2022	Contract begin date
December 15, 2023	Contract end date (all work must be satisfactorily completed by this date)

Section Eight: Bidder Qualifications

Any government, educational entities, private non-profit, private for profit, faith based organizations, or individuals with twelve consecutive months of documented, successful experience within the past two years in providing appropriate/comparable services is eligible to apply. These qualification criteria apply to organizations that will serve as the “Lead Agency” in a collaborative effort and will apply to all joint providers. All subcontractors must also comply with these qualification requirements.

Section Nine: Selection Process

All proposals shall be reviewed and scored by a select group of people chosen by, and at the sole discretion of, the Director of TCJFS. The selection process will use the score sheet included as Attachment 3. The selection process is divided into two phases. In the first phase, all of the proposal acceptance criteria must be met by the bidder before the proposal will receive further consideration. In the second phase, the evaluation criteria will be judged on a numeric scale. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful.

Section Ten: Assurance and Compliance with Various Codes and Regulations

As a condition of entering into a contract with TCJFS, the contractor and subcontractor(s) will be required to comply with the following:

- **Statement of Assurance:** Provider must provide assurance that services in the proposal will be provided if proposal is selected. A form is required to be signed by proposer as provided in Attachment 9.
- **IRS W-9 Request for Taxpayer Identification Number and Certification:** Potential vendors are required to provide this information for fiscal purposes in the form provided as Attachment 10. The information provided must be completed, signed, and submitted as indicated in the Attachment.
- **Health Insurance Portability & Accessibility Act (HIPAA):** Provider must provide assurance of its current and ongoing compliance with 42 U.S.C. Section 1320(d) through 1320(d)-8 and the implementing regulations found at 45 C.F.R. 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

- **Accessibility of Program to Handicapped:** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable H.H.S. regulations (45 C.F.R. 84) and all guidelines and interpretations pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract. Successful bidder(s) will be required to sign a compliance statement as provided in Attachment 4.
- **Civil Rights:** There shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination Act of 1975; Title IX of the Education Act of 1972; the Omnibus Budget Reconciliation Act of 1981; the Americans with Disabilities Act of 1990; Section 1808 of the Small Business Job Protection Act (adoption); the Multi-Ethnic Placement Act of 1994 (MEPA); and the Inter-Ethnic (adoption) Provisions of 1966 (IEP) and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any organization found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
- **Standard Code of Conduct:** No contractor, individual, company, or organization seeking a contract shall promise to or give to any TCJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

No contractor, individual, company, or organization seeking a contract shall solicit any TCJFS employee to violate any of the conduct requirements for employees.

Any contractor acting on behalf of TCJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here, or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by TCJFS to enter into a contract.

TCJFS employees and contractors who violate sections 1052.03, 102.04, or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

Successful bidder(s) will be required to sign a statement of conflict form as provided in Attachment 5.

- **Equal Employment Opportunity:** Successful bidder(s) will be required to sign a statement of compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375

of October 13, 1967, and as supplemented in Department of Labor Regulations (41 C.F.R. chapters 60).

- **Copeland “Anti-Kickback” Act:** 18 U.S.C. 874 as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- **Contract Work Hours and Safety Standards Act:** 40 U.S.C. 327-330 as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- **Debarment and Suspension:** Any bidder who is debarred or suspended or is otherwise ineligible for participation in a federal assistance program under Executive Order 12549, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97, and 45 C.F.R. part 76; has an unresolved finding for recovery issued by the auditor of state on or after January 1, 2001, will not be eligible to enter into a contract with TCJFS. Successful bidder(s) will be required to sign a Certification regarding Debarment, Suspension, and Ineligibility as provided in Attachment 7.
- **Drug Free Workplace:** Pursuant to the Drug Free Workplace Act of 1988 and its implementing regulations codified as 29 C.F.R. 98, Subpart F, successful bidder(s) will be required to sign a Certification regarding a drug free work place as provided in Attachment 8.

Several codes are mentioned in this RFP and attachments. To review the entire code, please go to the following websites:

Ohio Revised Code (O.R.C.)
<http://codes.ohio.gov/>

Code of Federal Regulations (C.F.R.)
<http://www.gpoaccess.gov/cfr/>

United States Code (U.S.C.)
<http://www4.law.cornell.edu/uscode/>

Section Eleven: Public Information Disclaimer

All proposals and any other documents submitted to TCJFS in response to the RFP shall become the property of TCJFS. After the selection of the vendor, any proposals submitted in response to an RFP are deemed to be public record pursuant to O.R.C. 149.43. The term “proposal” shall mean both the technical and the cost proposals, any attachments, addenda, appendices, or sample products. Under the requirements of the Freedom of Information Act (5 U.S.C. 552), the contents of proposals or other information submitted to the TCJFS is subject to public release upon request, except those items specifically exempt from disclosure. Such disclosure shall only take place after this RFP process is completed. The provider shall mark as “proprietary” those parts of its proposal that it deems proprietary. However, the provider is alerted that this marking is advisory only and not binding on

TCJFS. If there is a request from the public under F.O.I.A. to inspect any part of the proposal so marked, the TCJFS will advise the provider and request further justification in support of the “proprietary” marking. If the TCJFS, after receipt of the justification, determines that the material is releasable, the provider will be notified immediately. Under no circumstances will a proposal or any part of a proposal be released prior to the contract award decision.

Section Twelve: Contractual Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment 11. Potential vendors are strongly encouraged to read a copy of the model contract to be fully aware of TCJFS’ contractual requirements. The proposal must state if any of the elements will be subcontracted to other parties. If so, the proposal must state the name of the subcontractor, the services/activities to be provided by the subcontractor, and planned costs. This must be reflected in the proposed budget.

Section Thirteen: Invoicing

All invoicing for services rendered must be presented to the TCJFS on the form provided as Attachment 12. Invoices must be received by TCJFS on or before the 15th day of the month following the month of service. Payments will be contingent upon receipt of documentation that services provided are consistent with those described in the approved contract and the specification of this RFP, and the documentation is adequate to support reports/billings. The TCJFS reserves the right to request and review supporting documentation or other materials necessary to make this determination. Such invoices shall include monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract in each eligibility category for each service covered in the contract. The TCJFS will review such invoice for completeness, accuracy, and for any information necessary before making payment within thirty days after the receipt of an accurate invoice. Invoices not received on or before the 15th day of the month following the month of service will not be accepted for payment. The reported expenditures submitted are subject to adjustment by the TCJFS before such payment is made in order to adjust mathematical errors, incorrect rates, or non-covered services. The reported expenditures are subject to audit by appropriate state or federal officials or an independent audit.

Section Fourteen: Other Requirements

TCJFS reserves the right to waive minor proposal defects, and to require clarifications or other additional information from interested bidders prior to finalizing a selection of a contractor.

Costs incurred in the preparation of this proposal are to be borne by the bidder, and TCJFS will not contribute in any way to the costs of preparation.

All contracts will require that the contractors maintain confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

The RFP is not in itself an offer of work nor does it commit the TCJFS to fund any proposals submitted. The RFP is not a contract. TCJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of TCJFS, none of the proposals are responsive to the objectives and needs of the Department. TCJFS reserves the right not to select any vendor should TCJFS determine not to proceed. Proposals that are approved will be subject to negotiation to determine a best and final offer. The costs contained in the proposal are part of the negotiation process.

Three choices are available when requesting a copy of the RFP. A hard copy may be requested; a request to have the RFP sent electronically may be made; or a copy of this RFP and all necessary attachments may be downloaded from the TCJFS website at www.tcjfs.org

Section 15: Protests

Any potential or actual vendor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposal. Such a protest must comply with the following guidelines:

- A) The protest must be submitted in writing by the actual or potential vendor and contain the following information:
 - 1. The name, address, and telephone number of the protestor;
 - 2. The name of the RFP being protested;
 - 3. A detailed summary of the legal factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by the TCJFS
 - 5. A statement as to the form of relief requested from the TCJFS; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B) A timely protest shall be considered by TCJFS, if it is received within the following time period:
 - 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing event for receipt of proposals which are apparent or should be apparent prior to the closing for receipt of proposals shall be filed no later than 3:00 P.M. the closing date for receipt of proposals as specified in section IV, Anticipated Procurement Time Table, of this RFP.
 - 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 P.M. of the eighth (8th)

calendar day after the issuance of the Letter of Intent to Award the contract.

- C) An untimely protest may be considered by TCJFS if it determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received after the time periods set forth in Item B of this section.
- D) All protests must be filed with Adam Wilson at the following location:
Tuscarawas County Job & Family Services
389 16th Street, S.W.
New Philadelphia, Ohio 44663
- E) When a timely protest is filed, a contract award shall not proceed until a decision of the protest is issued or the matter is otherwise resolved, unless the TCJFS determines that a delay will severely disadvantage the Tuscarawas County Job & Family Services. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F) TCJFS shall issue written decisions on all timely protests and shall notify any vendor who files an untimely protest as to whether or not the protest will be considered.

Section Sixteen: Attachments

Attachment 1	<u>Exhibit I</u> Program Information – must be completed by bidder, signed, and returned as part of proposal
Attachment 2	<u>Exhibit II</u> Contract Budget – must be completed by bidder and returned as part of proposal in Microsoft Excel format and include a breakdown of overall costs, direct costs, indirect costs, and any miscellaneous costs.
Attachment 3	Proposal Evaluation Scoring Sheet – provided for bidder for self-evaluation purposes, not to be completed or returned
Attachment 4	Americans with Disabilities Act and Compliance Statement form – must be completed by bidder, signed, and returned as part of proposal
Attachment 5	Conflict of Interest – Disclosure form – must be completed by bidder, signed, and returned as part of proposal
Attachment 6	Equal Opportunity Certification form – must be completed by bidder, signed, and returned as part of proposal

Attachment 7	Debarment form – must be completed by bidder, signed, and returned as part of proposal
Attachment 8	Drug Free Workplace Requirement Certification form – must be completed by bidder, signed, and returned as part of proposal
Attachment 9	Statement of Assurance form – must be completed by bidder, signed, and returned as part of proposal
Attachment 10	W-9 form – must be completed by bidder, signed, and returned as part of proposal
Attachment 11	Purchase of Services Contract – provided for bidder reference only, not to be completed or signed
Attachment 12	Social Service Actual Cost Contract Monthly Invoice – provided for bidder reference only, not to be completed or returned
Attachment 13	Monitoring – provided for bidder reference only, not to be completed or returned
Attachment 14	Checklist – provided for bidder reference only, not to be completed or returned

Exhibit I
Program Information

If you are proposing to provide more than one program, please complete one set of Program Information forms for each program you are submitting a proposal for.

Lines are for formatting purposes only. You do not need to limit your responses to the amount you are able to type on the given lines. You may write as little or as much as you choose to appropriately address the requested information.

A. Identifying Data

- 1.) Name of organization: _____
- 2.) Doing Business As (D.B.A.) (if different from above): _____
- 3.) Main purpose of the organization: _____
- 4.) Tax ID # or S.S.N.: _____
- 5.) Address: _____
- 6.) Hours of Business: _____
- 7.) Location and phone number of where services will be provided if different than above: _____
- 8.) Current funding sources: _____
- 9.) Name(s) and title(s) of the people who direct the organization: _____
- 10.) Name of person completing this narrative: _____
- 11.) Contact information:
 phone #: _____ email address: _____

B. Proposed Service

1. State the names (if the position is not currently filled list "vacant" for the name), qualifications, experience, and job responsibilities of every staff (both direct and indirect) who will be involved in the services provided in the proposal. (Direct staff are employees who directly work with the participants for this program. An Indirect staff is an employee who provides work for this program, but does not directly work with the participants I.E. a fiscal officer who completes the invoices, a director or supervisor who may work with the employee, a clerical worker who files). If any certifications or licensures are required for any of these positions, please provide a copy. At the end of this completed form place an 8½ X 11 sheet of paper on which is typed "License/Certifications". Behind that

sheet of paper place a copy of the required licenses/certifications.

2. State your organization's experience in providing the requested services:

3. State your knowledge about federal and state laws and issues pertaining to and regarding the requested services of the county department of job and family services:

4. State your knowledge about Ohio Department of Job and Family Services rules and regulations pertaining to the requested services:

5. State your plan on how to carry out the services requested in the RFP:
Insert sub-questions such as how many hours per week can you work on this contract, how long do you expect work on this contract to last, performance measures, etc...

a. Insert sub-question

b. Insert sub-question

c. Insert sub-question

6. Are any services being subcontracted? ☐ yes ☐ no

If yes, submit a letter from the organization or a contract with the organization stating they agree to be a subcontractor abiding by all the rules and regulations as set forth in the RFP. Any cost for subcontracting must be included in the budget. Behind the License/certifications (or, if none are required at the end of this completed form) place an 8½ X 11 sheet of paper on which is typed "Subcontract". Behind that sheet of paper place a copy of the contract or letter from the organization.

7. Describe the systems in place to ensure fiscal accountability and appropriate expenditure of funds:

8. Describe any In-Kind services that will be provided:

9. Add any further request specific questions as needed

10. Please add any additional information that would be beneficial in understanding the services being proposed that has not been asked for in the above questions:

Exhibit II Budget Sheets

If requesting funds for more than one program please fill out a page for each program.

Name of Program: Fiscal Consultant

Name of person completing budget: Jack Hogan

Phone: 440-292-7782

E-mail address:

Staff related costs: salaries and benefits							
	Employee 1	Employee 2	Employee 3	Employee 4	Employee 5	Employee 6	Employee 7
Position title	Consultant						
# hours work/week	6.4						
Annual wages	\$18,000.00						
Soc. Sec or Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Worker's compensation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unemployment Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual cost health/life insurance							
Medicare	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other -							
Total wages	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% of time for contract services							
Contract reimbursable salary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D=direct staff, I= indirect staff							
Total							

Staff related costs: salaries and benefits							
	Employee 8	Employee 9	Employee 10	Employee 11	Employee 12	Employee 13	Employee 14
Position title							
# hours work/week							
Annual wages							
Soc. Sec or Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Worker's compensation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unemployment Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual cost health/life insurance							
Medicare	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other -							
Total wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% of time for contract services							
Contract reimbursable salary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D=direct staff, I= indirect staff							
Total							
Total of all salaries							
Total							

Attachment 3

Proposal Evaluation Scoring Sheet

The proposal must meet all of the following acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following criteria **shall be disqualified from consideration.**

Name of Organization: _____

Name of Program: _____

Prescreening

Was the proposal received by the deadline?

☐ yes ☐ no

Was proposal received at the designated location and sealed if required?

☐ yes ☐ no

Were the correct number of copies of the proposal received?

☐ yes ☐ no

Were all required forms (including attachments) completed, signed, and submitted and in the correct order?

☐ yes ☐ no

Evaluation

Deliverables, Organizational experience/capabilities/qualifications

Maximum number of points for each sub-section is 10

(60)

_____ Qualifications and experience of the direct and indirect staff, appropriate licenses/certifications

_____ Prior experience in providing the services

_____ Knowledge on federal and state laws pertaining to CDJFS

_____ Timetable for implementing services

_____ Reporting methods including frequency of report submission clearly defined

_____ Required documents of subcontracting services

Financial

Maximum number of points for each sub-section is 10

(70)

_____ Budget contained accurate calculations

_____ Costs reasonable and justifiable for the services and activities proposed

_____ All costs allowable

_____ Sound fiscal and administrative systems to capture and report fiscal information

_____ Fiscal accountability and appropriate expenditure of funds in place

_____ In kind services provided

_____ Audit or other documentation shows solvency

Total Points _____
(130)

Attachment 4

Americans with Disabilities Act And Compliance Statement

The Americans with Disabilities Act (ADA), Public Law 101-336, was signed into law on July 26, 1990, to provide a national mandate for the elimination of discrimination against individuals with disabilities.

If selected to be a contractor through Tuscarawas County Job and Family Services, I hereby will abide by all mandates of the ADA, Public Law 101-336 as it applies to the activities provided by the contract.

Name of organization: _____

Signature of agency's responsible representative: _____

Date: _____

CONFLICT OF INTEREST – DISCLOSURE FORM

The issue of conflict of interest is an ongoing concern. Tuscarawas County Job and Family Services and potential vendors must avoid any organizational or personal conflict of interest or even the appearance of a conflict of interest.

No contractor, individual, company or organization seeking a contract shall promise to, or give to, any Tuscarawas County Job and Family Services employee anything of value, including employment or promise of employment, that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. No contractor, individual, company or organization seeking a contract shall solicit any TCJFS employee to violate any of the conduct requirements for employees.

Any contractor acting on behalf of Tuscarawas County Job and Family Services shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here, or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by Tuscarawas County Job and Family Services to enter into a contract.

Tuscarawas County Job and Family Services employees and contractors who violate sections 1052.03, 102.04, or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

A conflict of interest is generally understood to exist where a person has a direct personal, organizational, or financial tie to an organization, and where that person is in a position to influence, or appears to influence, the actions of another organization for the benefit of themselves or an organization with which they have such ties.

The following disclosure form is a requirement for those submitting a proposal for contractual services with Tuscarawas County Job and Family Services.

Employees of _____ have no organizational or fiduciary affiliations
(name of organization)
with employees of the Tuscarawas County Job and Family Services that would present a potential conflict of interest.

If there are potential conflicts, please list below:

Signature of agency's responsible representative

Date

Attachment 6

EQUAL OPPORTUNITY CERTIFICATION

Prior to contract award, potential contractors must assure that they are in compliance with nondiscrimination and equal opportunity requirements. The following statements must be in all proposals submitted and will be included in any contract with Tuscarawas County Job and Family Services.

As a condition to the award of a contract the contractor assures, with respect to the operation of Tuscarawas County Job and Family Services activities, that it will fully comply with the nondiscrimination and equal opportunity provisions. These will include:

Title VI of the Civil Rights Act of 1964, as amended.

Section 504 of the Rehabilitation Act of 1975, as amended.

Age Discrimination Act of 1975, as amended

Nontraditional employment for Women Act of 1991

Title IX of the Education Amendments of 1972, as amended

Name of organization: _____

Signature of agency's responsible representative _____

Date _____

Attachment 7

**Certification regarding debarment, suspension, ineligibility,
and voluntary exclusion lower tier covered transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, "participants' Responsibilities". The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

1. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of organization: _____

Signature of agency's responsible representative _____

Date _____

Attachment 8

Drug Free Work Place Requirement Certification

Pursuant to The Drug-Free Workplace Act of 1988, and its implementing regulations codified as 29 CFR 98, Subpart F I, _____ the undersigned, certify that I provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace
 - b. the grantee's policy of maintaining a drug-free workplace
 - c. any available drug counseling, rehabilitation, and employee assistance program
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of activities pursuant to this contract with Tuscarawas County Job and Family Services, be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the activities of Tuscarawas County Job and Family Services, the employee will:
 - a. abide by the terms of the statement.
 - b. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.
5. Notify Tuscarawas County Job and Family Services of any employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than ten calendar days after such a conviction.
6. Taking one of the following actions, within 30 calendar days of receiving notice under Subparagraph 4 (b), with respect to any employee who is so convicted.
 - a. taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph 1,2,3,4,5,and 6.
8. The following is the site for the performance of work done in connection with Tuscarawas County Job and Family Services Activities, including street address, city, county, state, and zip code.

Site Address: Tuscarawas County Job and Family Services
389 16th Street, S.W.
New Philadelphia, Ohio 44663

Check () if there are workplaces on file that are not identified here.

Under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, I verify that this certification is true and correct.

Name of organization: _____

Signature of agency's responsible representative _____

Date: _____

Attachment 9

Statement of Assurance

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected. The assurances are:

1. I am authorized by my organization to submit this proposal and if awarded a contract, I affirm that our organization will provide the services outlined in this proposal.
2. If needed, I will provide records to show our organization is fiscally solvent
3. Our organization has or will have all of the fiscal control and accounting procedures needed to ensure funds will be used as required by law and contract.
4. Our organization will not promise or give to any parties associated with the issuance of this RFP anything of value that could influence the selection of proposals and decision making process
5. Our organization will meet all applicable federal, state and local compliance requirements. These include but are not limited to:
 - a) Records accurately reflecting actual performance
 - b) Maintaining record confidentiality, as required
 - c) Maintain records for review by the county department of job and family services and state and federal agencies.
 - d) Maintain a drug free workplace
 - e) Reporting financial, participant and performance data, as required
 - f) Complying with federal and state non-discrimination and Equal opportunity provisions
 - g) Complying with the requirements of the Americans with Disabilities Act
 - h) Meeting all applicable labor laws, including child labor standards

We will not

1. Use funds to assist, promote or deter union organizing
2. Use funds to empty or train persons in sectarian activities
3. Use funds for the construction, operation or maintenance of any part of a facility to be used for sectarian instruction or religious worship
4. Use funds to carry out programs under the School-to-Work Opportunities Act of 1994
5. Use funds for lobbying activities

I assure the information on this "Assurance Statement", is true and accurate, and our organization will abide by these assurances.

Signature _____ Date _____

Printed name _____ Title _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

____ + ____ + ____ + ____ + ____ + ____

OR

Employer identification number

____ + ____ + ____ + ____ + ____ + ____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its Instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

TUSCARAWAS COUNTY JOB & FAMILY SERVICES SUBGRANT AGREEMENT

RECITALS

This Subgrant of the federal Grant identified in the following paragraph is awarded by the Tuscarawas County Job & Family Services, (hereinafter referred to as TCJFS) to (hereinafter referred to as SUBGRANTEE). TCJFS hereby awards this Subgrant, and the SUBGRANTEE hereby accepts this Subgrant and agrees to comply with all the terms and conditions as set forth in this Subgrant Agreement.

This Subgrant is made pursuant to the following federal award: CFDA for the period of to , and awarded by . This Subgrant is not for research & development purposes.

DEFINITIONS

- A. For purposes of this Subgrant Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal control," "management decision," "non-profit organization," "OMB," "pass-through entity," "single audit," "state," and "subrecipient" have the same meanings as provided in . §105 of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- B. For purposes of this Subgrant Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "subgrantee," "supplies," "suspension," and "termination" have the same meanings as provided in 45 C.F.R. 92.3.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT ACTIVITIES

- A. The purpose of this Subgrant is: Non Emergency Transportation
- B. The TCJFS Subgrant Manager is Karen Ross Quinlan.
- C. TCJFS may, from time to time as it deems appropriate, communicate specific requests and instructions to the SUBGRANTEE concerning the performance of activities described in this Subgrant. Within ten (10) days after receipt of such instructions, the SUBGRANTEE shall comply with the instructions to the satisfaction of TCJFS. It is expressly understood by the parties that any such instructions are for the sole purpose of ensuring the successful completion of the activities described in this Subgrant, and are not intended to amend or alter this Subgrant or any part thereof. All such requests and instructions shall be communicated to the SUBGRANTEE by the TCJFS Subgrant Manager. If the SUBGRANTEE believes that such instructions would materially alter the terms and conditions of this Subgrant Agreement or the

compensation stated hereunder, the SUBGRANTEE shall notify the TCJFS Subgrant Manager pursuant to ARTICLE VI. SUBGRANTEE agrees to consult with the TCJFS Subgrant Manager as necessary to assure understanding of the Subgrant Activities and the successful completion thereof.

- D. The SUBGRANTEE to whom this Subgrant is awarded shall be deemed the subrecipient of the Federal Grant received by TCJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a sub-recipient of Federal funds and must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-133. The SUBGRANTEE is required to conduct monitoring activities consistent with OMB Circular A-133 for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant shall be in effect from _____ through _____, unless this Subgrant is suspended or terminated pursuant to ARTICLE V prior to the above expiration date. TCJFS shall issue a notice to SUBGRANTEE if TCJFS decides to renew this Subgrant Agreement. SUBGRANTEE shall not obligate resources in anticipation of a renewal until such notice is provided.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is actual costs not to exceed _____ and _____ Dollars. The source of said funds is entirely from TANF. Funds up to the amount of _____ Dollars shall be provided to SUBGRANTEE by TCJFS expressly for the performance of the activities described in ARTICLE I of this Subgrant Agreement. SUBGRANTEE hereby waives the interest provisions of section 126.30 of the Ohio Revised Code.

- B. Compensation shall be made in the following manner:

Reimbursement for actual expenditures pursuant to SUBGRANTEE's accepted budget or cost proposal which is Attachment A to this Subgrant Agreement and hereby incorporated by reference as part of this Subgrant Agreement having the full force and effect as if specifically restated herein.

- C. SUBGRANTEE shall submit TCJFS' invoices on or before the 15th day of each month, with a copy submitted to the TCJFS Subgrant Manager. to:

Tuscarawas County Job & Family Services
389 16th Street, SW
New Philadelphia, Ohio 44663

Each invoice shall contain:

- a. SUBGRANTEE's name, complete address, and Federal Tax I.D. number;
- b. Subgrant Agreement number and dates;
- c. Purchase Order Number;
- d. Amount and purpose of the invoice; and
- e. Number and names of clients served;
- f. Program Summary Report.

D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to the following federal rules:

1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 C.F.R. Part 92, Standards for Financial Management Systems, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. OMB Circular A-87;
 - f. Source documentation; and
 - g. Cash management.
2. Period of Availability of Funds: Pursuant to 45 C.F.R. 92.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations of the funding period specified in the referenced period. All obligations incurred under the award must be liquidated not later than ninety (90) days after the end of the funding period.
3. Program Income: Program income, as defined in 45 C.F.R. 92.25, must be used as specified in this section.
4. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 C.F.R. 92.31.
5. Equipment: Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 C.F.R. 92.32.
6. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 C.F.R. 92.33.

- E. SUBGRANTEE expressly understands that TCJFS does not have the ability to compensate the SUBGRANTEE for invoices submitted after the purchase order has been closed. Therefore, SUBGRANTEE must submit final invoices for payment not later than thirty (30) days after the date of termination of this Subgrant Agreement. Failure of the SUBGRANTEE to submit final invoices by this deadline shall be deemed a forfeiture of the remaining compensation due hereunder.
- F. Services under this contract shall be provided only to county residents eligible who are at or below a level of 200 percent of poverty pursuant to the SUBGRANTEE'S Prevention, retention, and Contingency (PRC) plan. Determination of eligibility will be the responsibility of the SUBGRANTEE which will use the standard PRC application form. For each applicant who is denied services based upon this eligibility determination, SUBGRANTEE will notify the applicant in writing of the same as well as their right to appeal the same. SUBGRANTEE further agrees that as part of this eligibility determination, SUBGRANTEE will provide the applicant with voter registration materials and assist him/her with completion of the same if requested.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 C.F.R. 92.26, SUBGRANTEE must have an entity-wide single audit as specified in that section. One copy of every audit report must be sent to: Tuscarawas County Job & Family Services, 389 16th Street, SW, New Philadelphia, Ohio 44663, within two weeks of the SUBGRANTEE's receipt of any such audit report.
- B. Responsibilities of SUBGRANTEE as an auditee under OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, include, but are not limited to:
 - 1. Proper identification of Federal awards received;
 - 2. Maintenance of required internal controls;
 - 3. Compliance with laws, regulations, and the provisions of contracts, grant, or subgrant agreements related to each of its federal programs;
 - 4. Preparation of appropriate financial statements, including a schedule of expenditures of federal awards;
 - 5. Ensuring that the required A-133 Single Audit is properly performed and submitted when due; and
 - 6. Follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. Upon thirty (30) days written notice to the other party, either party may terminate this Subgrant Agreement.
- B. Subject to the provisions of Section 126.07 and 131.33 of the Ohio Revised Code, which shall at all times govern this Subgrant, TCJFS represents that:
 - 1. it has adequate funds to meet its obligations under this Agreement;
 - 2. it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to make all payments due hereunder during such period; and
 - 3. It will use its best efforts to obtain the appropriation of any necessary funds during the term of this Agreement.

However, it is understood by SUBGRANTEE that availability of funds is contingent on appropriations made by the Ohio Department of Job & Family Services. If ODJFS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Subgrant Agreement is terminated as of the date funding expires without further obligation of TCJFS or the state of Ohio.

- C. Notwithstanding the provision of ARTICLE V, Section A, TCJFS may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to SUBGRANTEE if: (1) TCJFS loses funding as described in ARTICLE V, Section A; or (2) TCJFS discovers any illegal conduct on the part of SUBGRANTEE; or (3) SUBGRANTEE has violated any provision of ARTICLE IX.
- D. As provided in 45 C.F.R. 92.43 and governed by that section, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or elsewhere, TCJFS may take one or more of the following actions as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or subgrantee or more severe enforcement action;
 - 2. Disallow (i.e., deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE's or its subgrantee's program;
 - 4. Withhold further awards for the program; or
 - 5. Take other remedies that may be legally available. The provisions of this paragraph are in addition to other remedies detailed in this Subgrant Agreement.

- E. SUBGRANTEE, upon receipt of a notice of suspension or termination, shall do all of the following:
1. cease the performance of the suspended or terminated activities under this Subgrant;
 2. take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated activities;
 3. prepare and furnish to TCJFS a report, as of the date of receipt of the notice of termination or suspension, describing the status of all Subgrant Activities including results accomplished and conclusions resulting from the activities; and
 4. Such other matters as TCJFS may require.
- F. In the event of suspension or termination under this ARTICLE, TCJFS shall, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due SUBGRANTEE for activities performed prior to SUBGRANTEE's receipt of the notice of termination or suspension. In determining the amount due SUBGRANTEE, TCJFS shall base its calculations on the payments set forth in ARTICLE III and any funds previously paid by or on behalf of TCJFS. TCJFS shall not be liable for any further claims submitted by SUBGRANTEE.
- G. Upon breach or default by SUBGRANTEE of any of the provisions, obligations or duties embodied in this Subgrant, TCJFS may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver by TCJFS of any occurrence of breach or default is not a waiver of subsequent occurrences, and TCJFS retains the right to exercise all of the remedies herein above mentioned. If TCJFS or SUBGRANTEE fails to perform any obligation under this Subgrant and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by TCJFS shall not be effective unless it is in writing signed by the TCJFS Director.

ARTICLE VI. NOTICES

- A. The Parties agree that, pursuant to ARTICLE I, Section C, communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other day-to-day instructions shall be between SUBGRANTEE and the identified TCJFS Subgrant Manager.
- B. Notices to TCJFS sent by SUBGRANTEE concerning changes to the SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Subgrant Agreement shall be sent to: David Haverfield, Director, Tuscarawas County Job & Family Services, 389 16th Street, SW, New Philadelphia, Ohio 44663.

- C. Notices to SUBGRANTEE sent by TCJFS concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Subgrant Agreement shall be sent to:
- D. All notices in accordance with Sections B and C of this ARTICLE shall be in writing and shall be deemed to be given when received. Such notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, regardless of medium, produced by SUBGRANTEE under this Subgrant, and all records, documents, writings and other information, regardless of medium, used by SUBGRANTEE in the performance of this Subgrant shall be treated according to the following terms:

- A. SUBGRANTEE agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Subgrant Agreement or with funds provided by this Subgrant shall become the property of TCJFS which shall have the unrestricted right to reproduce, distribute, modify, maintain and use in any way they deem appropriate. SUBGRANTEE further agrees that it will not seek nor obtain copyright, patent or other proprietary protection for any materials or items produced under this Subgrant. SUBGRANTEE also agrees that all materials and items produced under this Subgrant shall be made freely available to the general public unless TCJFS determines that, pursuant to federal and state laws such materials are confidential.
- B. All TCJFS information which under the laws of Ohio and ODJFS rules is classified as public or private will be treated as such by SUBGRANTEE. Any questions as to whether the information is public or private shall be determined by TCJFS. SUBGRANTEE shall not use any information, systems, or records made available to it for any purpose other than to fulfill the specific Subgrant activities specified herein. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of TCJFS. The terms of this section shall be included in any contract or subgrant executed by SUBGRANTEE for work under this Subgrant.
- C. SUBGRANTEE information which is proprietary and has been specifically identified by SUBGRANTEE as proprietary shall be held to be confidential by TCJFS. Proprietary information is information which, if made public, would put SUBGRANTEE at a competitive disadvantage in the SUBGRANTEE's market place and trade. TCJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must

demonstrate that any information claimed as proprietary meets the definition of trade secrets found at Section 1333.61 of the Ohio Revised Code.

- D. All records relating to cost, work performed and supporting documentation for invoices submitted to TCJFS along with copies of all material produced under this Subgrant Agreement shall be retained by SUBGRANTEE and made available for audit by the state of Ohio (including but not limited to TCJFS, the Auditor of State, the Inspector General, and duly authorized law enforcement officials) and agencies of the United States government. These records and materials shall be retained and made available for a minimum of three (3) years after SUBGRANTEE receives the last payment pursuant to this Subgrant. If an audit, litigation or similar action is initiated during this time period, SUBGRANTEE shall retain such records until the action is concluded and all issues resolved or the three year period expires, whichever is later.
- E. SUBGRANTEE hereby agrees to current and ongoing compliance with 42 U.S.C. Section 1320(d) through 1320- (d) 8 and the implementing regulations found at 45 C.F.R. 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUB-AWARD

- A. **Amendment:** This writing constitutes the entire Agreement between the parties with respect to all matters herein. This Subgrant Agreement may be amended only by a writing signed by both parties. However, it is agreed by both parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Agreement shall be prospective in nature.
- B. **Assignment of Interests:** SUBGRANTEE agrees not to assign any interest in this Subgrant (including subcontracts and grants) and shall not transfer any interest in the Subgrant (whether by assignment or novation) without the prior written approval of TCJFS. Such assignments and transfers shall be subject to such conditions as TCJFS deems necessary and shall be submitted to the TCJFS Subgrant Manager at least 10 (ten) days prior to the desired effective date. No approval by TCJFS shall be deemed to provide for the incurrence of any obligation by ODJFS in excess of the Subgrant amount specified in ARTICLE III of this Subgrant.

C. Sub-Awards

1. Subgrants: Any subgrants by SUBGRANTEE shall be made in accordance with 45 C.F.R. 92.37.
2. Debarment and Suspension: As provided in 45 C.F.R. 92.35, SUBGRANTEE and its subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." Specific guidance for compliance with this Executive Order is contained in 45 C.F.R. 76.
3. Procurement: While SUBGRANTEE and its subgrantees may use their own procurement procedures, such procedures must conform to applicable Federal law and the standards identified in 45 C.F.R. 92.36 (b) – (h). In the event of conflict between federal, state and local requirements, the most restrictive must be used.
4. Monitoring: SUBGRANTEE must manage the day-to-day operations of subgrant supported activities, including monitoring subgrant supported activities to assure compliance with applicable federal requirements, and that performance goals are being achieved, in accordance with 45 C.F.R. 92.40. SUBGRANTEE monitoring must cover each program, function or activity.

D. Duties as Pass-through Entity: Where SUBGRANTEE subgrants federal funds received under this Agreement to a government or non-profit organization, SUBGRANTEE, as a pass-through entity, must:

1. Identify the federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and the name of federal awarding agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the federal award.
2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by the TCJFS and any subsequent pass-through entity.
3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or subgrant agreements and that performance goals are achieved.
4. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal awards during the subrecipient's fiscal year

have met the audit requirements of this part for that fiscal year. One copy of every audit report must be sent to TCJFS, 389 16th Street, SW, New Philadelphia, Ohio 44663.

5. Determine whether its subgrantees spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
8. Require each subrecipient to permit the ODJFS, any other pass-through entity (if applicable), and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL SUBGRANT CONDITIONS

By accepting this Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby certifies and affirms current compliance and agrees to continued compliance with each condition listed in this ARTICLE IX. The SUBGRANTEE's certification of compliance with each of these conditions is considered to be a material representation of fact upon which TCJFS has relied in entering into this Subgrant Agreement:

- A. If, at any time, the SUBGRANTEE is not in compliance with the conditions certified and affirmed in this ARTICLE IX, Section A, TCJFS shall consider this Subgrant Agreement to be void ab initio and shall deliver written notice to SUBGRANTEE. Any funds paid by the State for work performed before the SUBGRANTEE was notified that the Subgrant Agreement was deemed void ab initio shall be immediately repaid to the state or an action for recovery may be commenced by the State for recovery of said funds.
 1. **Federal Debarment Requirements:** SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency as set forth in 45 C.F.R. 92.35 and/or 29 C.F.R. Part 98. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles have, within a three-year period preceding this Subgrant Agreement, 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; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in this paragraph and have not within a three-year period preceding this Subgrant Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. **Qualifications to Conduct Business:** SUBGRANTEE certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are currently operative. If at any time during the Subgrant period the SUBGRANTEE becomes disqualified from conducting business in Ohio, for whatever reason, SUBGRANTEE shall immediately notify TCJFS in writing and shall immediately cease performance of the Subgrant activities.
 3. **Unfair Labor Practices:** SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles are on the most recent list established by the Ohio Secretary of State, pursuant to Section 121.23 of the Ohio Revised Code, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
 4. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles are subject to a finding for recovery under Ohio Revised Code Section 9.24, or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the state of Ohio.
 5. SUBGRANTEE certifies that it is in compliance with the provisions of Ohio Revised Code §3517.13 regarding campaign finance contributions as further evidenced by the affidavit attached and incorporated hereto as Attachment _____.
- B. If, at any time, the SUBGRANTEE is not in compliance with the conditions certified and affirmed in this ARTICLE IX, Section B, TCJFS may immediately suspend or terminate this Subgrant Agreement and deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time the SUBGRANTEE was in compliance with the provisions of this ARTICLE IX, Section B. Any funds paid by the State for work performed during a period when the SUBGRANTEE was not in compliance with ARTICLE IX, Section B, shall be immediately repaid to the State or an action for recovery may be commenced by the State for recovery of said funds.
1. **Civil Rights:** SUBGRANTEE agrees as a condition of this contract, there shall be no discrimination against any applicant, client, or any employee because of

race, color, sex, religion, national origin, age, handicap, or Vietnam-era veteran status. It is further agreed that the SUBGRANTEE will comply with all appropriate federal and state laws regarding such discrimination and the right to, and method of appeal will be made to all persons under this contract.

2. **ADA:** SUBGRANTEE, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The American's With Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
3. **Equal Employment Opportunity:**
 - a. In carrying out this Subgrant, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The SUBGRANTEE shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
 - b. The SUBGRANTEE agrees to post, in a conspicuous place available to employees and applicants for employment, notices stating that the SUBGRANTEE complies with all applicable federal and state non-discrimination laws. The SUBGRANTEE shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBGRANTEE, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, gender, national origin, ancestry, sexual orientation, veteran status, disability or age. The SUBGRANTEE shall incorporate the foregoing requirements of this paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
4. **Ethics Laws:** SUBGRANTEE agrees that it will not promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. SUBGRANTEE agrees that it will not solicit any TCJFS employee to violate state ethics laws found at Sections 102.03, 102.04, 2921.42 and 2921.43 of the Ohio Revised Code. Furthermore, SUBGRANTEE certifies that the SUBGRANTEE, its officers, members, and employees are in compliance with Section 102.04 of the Ohio Revised Code and that if SUBGRANTEE is required to file a statement pursuant to section 102.04 (D) (23) of the Ohio Revised Code, a copy of such statement has been filed with the TCJFS In-House Counsel in

addition to any other required filings.

5. **Conflict of Interest:** SUBGRANTEE agrees that the SUBGRANTEE along with its officers, employees and members have not, nor will they acquire, any interest, whether personal, business, direct or indirect, which is incompatible, in conflict with or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Subgrant. If SUBGRANTEE or its officers, employees, or members acquire any incompatible, conflicting or compromising personal or business interest, SUBGRANTEE shall immediately disclose such interest in writing to: In-House Counsel, Tuscarawas County Job & Family Services, 389 16th Street, SW, New Philadelphia, Ohio 44663. If any such conflicting interest develops, SUBGRANTEE agrees that the person with the conflicting interest will not participate in any Subgrant activities until such time as ODJFS determines that such participation would not be contrary to public interest.
6. **Lobbying Restrictions:**
 - a. Federal: SUBGRANTEE certifies that no federal funds paid to SUBGRANTEE by TCJFS through this or any other Agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, subgrant, cooperative agreement or loan. SUBGRANTEE further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121 and the federal regulations at 29 C.F.R. Part 93 and 45 C.F.R. Part 93. If this Subgrant exceeds \$100,000.00, SUBGRANTEE certifies that it has executed and filed the Disclosure of Lobbying Activities standard form LL, if required by federal regulations.
 - b. State: SUBGRANTEE certifies compliance with the state executive agency lobbying restrictions contained in sections 121.60 to 121.69 of the Ohio Revised Code.
7. **Child Support Enforcement:** SUBGRANTEE agrees to cooperate with TCJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.
8. **Pro-Children Act:** In the event that the Subgrant activities call for services to minors, the SUBGRANTEE shall comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of

health care services, day care, library services, and education to children under the age of 18.

9. **Drug-Free Workplace:** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Subgrant agree to comply with all applicable state and federal laws, including, but not limited to, 29 C.F.R. Part 98 and 45 C.F.R. Part 76 regarding a drug-free workplace. The SUBGRANTEE will make a good faith effort to ensure that all SUBGRANTEE officers, employees, members, and subgrantees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
10. **Energy Conservation:** SUBGRANTEE agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan as more fully explained in Ohio Revised Code §§156 et seq. which were issued in compliance with the Federal Energy Policy & Conservation Act.
11. **Clean Air:** SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. SUBGRANTEE agrees to report each violation to TCJFS and understands and agrees that TCJFS will, in turn, report each violation as required to assure notification to ODJFS and any other appropriate government office.
12. SUBGRANTEE agrees to comply, as applicable, with the provisions of the **Davis-Bacon Act** (40 U.S.C. §§ 276 et seq.), the **Copeland Act** (40 U.S.C. §276(c)), and the **Contract Work Health and Safety Standards Act** (40 U.S.C. §§ 327-333).
13. **Declaration of Material Assistance.** Pursuant to the directives of SB9, Declaration of Material Assistance to a terrorist organization, SUBGRANTEE has executed a pre-certification form indicating that it has not provided material assistance to any organization on the Federal Government Terrorist Exclusion List. SUBGRANTEE agrees to execute this document for each year that this Subgrant is in effect. SUBGRANTEE agrees and understands that a positive response to any question on the pre-certification form will render the entire Subgrant agreement void and subject SUBGRANTEE to other penalties as outlined in SB9. SUBGRANTEE further agrees to notify TCJFS Grant Manager, in writing, should the organization engage in any practice during the term of the Subgrant that would require it to answer in the affirmative to any question on the pre-certification form should the same occur. SUBGRANTEE further understands that the same will void this Subgrant agreement and subject SUBGRANTEE to other penalties as outlined in SB9.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor:** For purposes of taxation, insurance and liability purposes, SUBGRANTEE agrees that no agency, employment, joint venture or partnership has been or will be created between the parties to this Agreement. SUBGRANTEE further agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums which may accrue as a result of funds received pursuant to this Subgrant.
- B. **Limitation of Liability:** To the extent permitted by law, TCJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by TCJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. The SUBGRANTEE's sole and exclusive remedy for any TCJFS failure to perform under this Subgrant shall be an action in the Ohio Court of Claims pursuant to Chapter 2743 of the Ohio Revised Code and subject to the limitations set forth in this ARTICLE X. In no event shall either party be liable for any indirect or consequential damages, including loss of profits, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.
- C. **Liens:** SUBGRANTEE shall not permit any lien or claim to be filed or prosecuted against TDJFS or the state of Ohio on account of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE by any person in connection with this Subgrant, TCJFS or the state of Ohio may pay such claims and charge the amount of payment against the funds due or to become due SUBGRANTEE pursuant to this Subgrant Agreement.
- D. **Insurance:** SUBGRANTEE shall take out and maintain during the life of this Agreement such broad form contractual and comprehensive general public liability insurance as shall protect it and TCJFS for any work performed which is covered by this Agreement, from claims of damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operation be by SUBGRANTEE, or by anyone directly or indirectly employed by SUBGRANTEE. The limits of such insurance policies shall be an amount not less than \$100,000 for injuries, including accidental death, to one person, and not less than \$300,000 for injuries or loss of life to more than one person as a result of one accident, and \$25,000 for property damage.

ARTICLE XI. INTEGRATION

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this agreement. This contract shall supersede all previous communications, representations, or contracts, either oral or written, between the parties to this contract.

ARTICLE XII. CONSTRUCTION

This Agreement shall be governed, construed and enforced in accordance with the laws of the state of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Subgrant Agreement shall not be affected thereby; provided; however, the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

SIGNATURE PAGE FOLLOWS

Remainder of Page Left Intentionally Blank

**TUSCARAWAS COUNTY JOB & FAMILY SERVICES
SUBGRANT AGREEMENT**

SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF TUSCARAWAS COUNTY JOB & FAMILY SERVICES.

TUSCARAWAS COUNTY JOB & FAMILY SERVICES

David Haverfield, Director

Printed Name

Date

Date

Federal Tax ID Number

Street Address

City, State and Zip Code

SOCIAL SERVICE MONTHLY INVOICE
Actual Cost Reimbursement

Month of _____

Provider _____ Program/Service Name _____

Address _____

Phone _____ Contact Person _____

Date form completed: _____ Signature of person completing form: _____

Actual Monthly Costs**I. Staff Costs**

A. Salaries and Payroll Related Expenses \$ _____

B. Consultation Fees \$ _____

Total Staff Costs \$ _____

II. Operational Costs

A. Travel \$ _____

B. Consumable Supplies \$ _____

C. Occupancy \$ _____

D. Insurance \$ _____

E. Indirect Costs \$ _____

F. Other – Miscellaneous
Itemize \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Operation Costs \$ _____

III. TOTAL MONTHLY PROGRAM COST \$ _____ MONTHLY INVOICE**SCDJFS ONLY**

Date Invoice Received _____ Date Payment Authorized _____

Total Contract Amount \$ _____ Amount Used To Date \$ _____

SOCIAL SERVICE MONTHLY INVOICE
Fixed Unit Rate

Month of _____

Provider _____ Program/Service Name _____

Address _____

Phone _____ Contact Person _____

Date form completed: _____ Signature of person completing form: _____

Actual Monthly Costs

II. Staff Costs

A. Salaries and Payroll Related Expenses \$ _____

B. Consultation Fees \$ _____

Total Staff Costs \$ _____

IV. Operational Costs

A. Travel \$ _____

B. Consumable Supplies \$ _____

C. Occupancy \$ _____

D. Insurance \$ _____

E. Indirect Costs \$ _____

F. Other – Miscellaneous
Itemize \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Operation Costs \$ _____

III. TOTAL MONTHLY PROGRAM COST \$ _____

IV. TOTAL PROGRAM UNITS

V. CONTRACT ELIGIBLE UNITS _____

VI. PERCENTAGE (Contract Units Divided by TOTAL Units – V. by IV.) _____ %

VII. INVOICE AMOUNT (VI. X III.) \$ _____

SCDJFS ONLY

Date Invoice Received _____ Date Payment Authorized _____

Total Contract Amount \$ _____ Amount Used To Date \$ _____

Attachment 13

Monitoring

No less than two times during the contract year monitoring will be conducted by Tuscarawas County Job and Family Services (TCJFS) for both fiscal and programmatic aspects. These monitorings may or may not be conducted at the same time and staff may arrive announced or unannounced to monitor a contract. The fiscal monitoring will be conducted to make sure invoiced items are accurate. Program monitoring will be conducted to assure the outcomes of the program as established in the proposal are being measured and to assure the contractual services are being provided. Vendors must monitor their sub-contracted vendors.

Monitoring may include, but is not limited to review of the following: timeliness of receipt of invoices, accuracy of invoices, documentation supporting services invoiced (such as comparing items on invoices to sign in sheets or dictation/case notes), review eligibility determinations (if applicable), review attendance records/sign in sheets to make sure they are being filled out appropriately, timely and match invoices, timeliness of submission of reports, quality of reports, reading documentation/case notes to make sure appropriate services are being provided as established in case plans or other documents, review data collected for accuracy, interviewing participants, review of any other documentation that will support the outcomes listed in the proposal are being met, results of sub-contracted vendor monitorings.

The vendor agrees to have any and all documentation pertaining to this contract available at said monitoring. Documentation may include, but is not limited to: any books, documents, papers, data, and record of the contractor (either hard copies or electronically) which are directly pertinent to the specific program

A monitoring report shall be completed by TCJFS and sent to the provider. If a provider has fallen short of expectations, a response shall be required from the provider within 15 days of the mailing of the report stating how the deficiencies shall be corrected. If numerous deficiencies or severe deficiencies are noted, monitoring may occur more than two times per year.

Attachment 14

Checklist

This is a list of items that must be returned with the proposal and the order they are to be returned in.

1. Attachment 1 Exhibit I Program Information
2. copy of licenses/certifications, if any
3. copy of subcontracts or letters from potential subcontractors, if any
4. copy of letters from service providers referral are made to, if any
5. Attachment 2 Exhibit II Contract Budget
6. Copy of most recent audit, or documentation of solvent organization for private organizations
7. Copy of Indirect Cost Plan
8. Attachment 4 Americans with Disabilities Act and Compliance Statement form
9. Attachment 5 Statement of Conflict form
10. Attachment 6 Equal Opportunity Certification form
11. Attachment 7 Debarment, Suspension, Ineligibility form
12. Attachment 8 Drug Free Workplace Requirement Certification form
13. Attachment 9 Statement of Assurance form
14. Attachment 10 W-9 form