



REQUEST FOR PROPOSALS (RFPs)

Clark County Department of Job & Family Services (CCDJFS)
Adult Services
RFP #: **16-SFY-01**

Adult Services
July 1, 2015 through June 30, 2017
\$1,063,734.00

Offered by
Clark County Department of Job & Family Services
1345 Lagonda Avenue
Springfield, Ohio 45503
937-327-1700

Deadline for Proposal Submission is April 10, 2015
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

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CLARK COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
Adult Services
RFP# 16-SFY-01

SECTION I. GENERAL PURPOSE AND PROJECT INFORMATION

1.1 Purpose

The Board of Clark County Commissioners (“Board”) intends to award a contract(s)/sub-grant agreement(s) to one or more provider(s), as appropriate in the judgment of the Board, for its Department of Job and Family Services (“CCDJFS”). “Provider” means any person or organization capable of providing the services described in Section 1.3. For the purposes of this RFP document, the Board and CCDJFS will sometimes be collectively referred to as “County.” The potential “Provider” will sometimes be referred to as “bidder” “provider” “proposer” “contractor” and “applicant” interchangeably throughout this RFP and proceeding documents.

The County releases this Request for Proposal for multiple awards to qualified non-profit and/or faith-based community organizations as well as government entities to provide innovative programs to meet the needs of adults in the community as defined in this RFP.

The Adult Services programs selected under this Request for Proposal must demonstrate innovative and effective approaches to at least one of the following:

1. Assisting victims of domestic violence in rebuilding their lives;
2. Providing financial training to low-income individuals;
3. Providing supportive services for low-income senior adults that allow them to remain in their homes;
4. Providing services to unwed parents to assist in raising healthy children;
5. Providing services to homeless individuals or individuals facing homelessness;
6. Providing services to assist adults in addiction recovery;
7. Providing services to assist adults with mental health issues;
8. Providing services to assist adults in removing barriers to employment, including but not limited to educational limitations, and criminal records;
9. Providing assistance to adults to allow children (less than 18) to be cared for in their own homes;
10. Providing assistance to promote the formation of two-parent families;
11. Providing services to prevent out-of-wedlock births.

According to the 2011 Census¹, 19.1% of the population in Clark County lives in poverty. This is significantly higher than the state poverty level of 16.3% and the United States level of 15.9%. Clark County also has a higher dependency rate on income supports provided by taxpayer dollars. In 2011, Clark County’s dependency rate was 26.9%, ranking 32 out of 88 counties in Ohio. The 2013 U.S. Census estimates that 17.5% of the county population is age 65 or older; in 2010 this group represented 16.2% of the total population. While the federal and state programs administered by CCDJFS provide services meeting some of the needs for adults reflected in these statistics, they do not address all of them on a permanent basis. These services are better provided outside of the agency by those who have expertise in the specific problem areas.

¹ Taken from the 2013 Clark County Profile, prepared by the Ohio Department of Job and Family Services.

The CCDJFS works with adults in a number of scenarios, including but not limited to: assisting adults to ensure the safety, permanency and well-being of their children; providing supportive services to adults to help them eliminate obstacles to gaining and maintaining employment and supporting themselves including temporary cash assistance, food, medical coverage, medical and job-related transportation and child care; assisting adults to get training to improve job skills and find employment; and assisting seniors with cash assistance, food, medical coverage and medically-related transportation.

The agency resources may alleviate some of the ongoing issues, but they do not, in and of themselves, lead to long term self-sufficiency. It is incumbent upon the community of Clark County to seek and provide low income adults the necessary resources and supports to help them move out of poverty and maintain self-sufficiency beyond the services available to them by the CCDJFS. Supportive services offered by the agency to assist the growing number of seniors maintain independence are insufficient to meet the need.

1.2 Agency Mission and Services

The CCDJFS mission statement is: To promote safety, strengthen families, and empower people.

The CCDJFS is considered a quadruple-combined agency consisting of: Family & Children Services, Child Support, OhioMeansJobs, and BenefitsPlus.

Our Family & Children Services (FCS) division strives to protect our community's most vulnerable citizens: children and senior citizens. FCS investigates reports of senior and child abuse, neglect, dependency and exploitation, and in partnership with other local agencies, we find solutions to ensure children and the elderly are in safe, supportive living environments.

The Child Support Enforcement division works with individuals and families to ensure children are supported. Many factors dictate the requirements necessary to establish and maintain support of children. Child Support Enforcement offers guidance and enforcement to ensure the well-being of children is achieved throughout our community.

OhioMeansJobs One-Stop Center helps job seekers find rewarding employment opportunities and employers find qualified employees.

As families work toward self-sufficient living, the BenefitsPlus division assists with temporary cash assistance, food assistance, medical coverage, medical and job-related transportation and child care - essential factors in getting and keeping a job and supporting a family.

1.3 Project Summary

The County seeks to potentially fund multiple contractors/sub-grantees who will develop, implement, and/or coordinate a variety of direct-service programs that will provide meaningful services to adults that support self-sufficiency and safety. These programs must be designed to achieve specific, measurable outcomes.

1.4 Target Population

The target populations to be served include, but are not limited to, individuals who reside in Clark County in one or more of the following groups:

1. Adults age 60 or older who are at risk of or are experiencing abuse, neglect or financial exploitation;
2. Adults age 60 or older who are in need of legal education and/or assistance;
3. Adults 18-59 in need of training, employment, and career advancement services;
4. Adults 18-59 in need of counseling regarding responsible behavior;
5. Adults 18-59 with children who are in need of services to encourage family formation;
6. Adults 18-59 who are victims of domestic violence;
7. Adults 18-59 who are in need of housing assistance including but not limited to home foreclosure.

Proposals must identify the targeted population(s) the bidder believes would best be served by their proposed program(s) and explain why. The bidder must describe how the populations to be served will be engaged and retained. Proposals must also describe the bidder's experience and/or expertise with similar individuals.

The contractor(s)/sub-grantee(s) selected through this process are strongly encouraged to:

1. Provide a concise, well-organized summary with examples and evidence that fully explain how their program(s) relate to one or more of the general areas outlined above;
2. Provide a problem statement or needs statement for their program(s) including details about the community and show in-depth knowledge of needs in the context of the area(s) selected;
3. Describe or explain their program efforts with well-defined details, such as strategies for implementation, activities or steps taken, applications of stakeholder theory, or unique attributes;
4. Provide potential outcomes, results and successes with quantitative and qualitative assessments; and
5. Justify their program efforts with clear evidence of how the contractor/sub-grantee fills a gap in the community in the area(s) selected.

1.5 Reporting Requirements

Each funded contractor/sub-grantee will have reporting finalized in the contract. At a minimum, regardless of program, each provider will report status of work to the CCDJFS quarterly. Details should be given as to the number of customers served, status of deliverables, status of specified outcome measures, and program effectiveness. The specific number of reports, the data elements to be included, and the frequency of reports is at the discretion of the CCDJFS.

1.6 Demonstration of Experience

The County is seeking applicants who possess the experience listed below.

Bidders must demonstrate that these minimum prior experience requirements are met:

1. The capacity to undertake the scope of work in their response, based on demonstrated history of successfully completing similar or related work with the targeted service population;
2. The capacity to undertake the scope of work in their response, based on an organizational structure with adequate facilities, fiscal controls and other resources;

3. An appropriate management structure and staffing as documented in a current organizational chart/Table of Organization, a description of the key positions and the work each performs and the credentials/resume(s) of the people filling the key positions; and
4. Demonstrate a minimum of three years of experience working with low-income adults.

1.7 Scope of Work

The County is seeking to support Adult Services programs that will increase the ability of low-income adults to achieve and maintain self-sufficiency and safety to the greatest degree possible.

The providers selected through this process will be expected to coordinate and/or implement program(s) to meet outcomes from one or more of the following categories:

1. Responsible behavior
2. Financial stability
3. Training, Employment, and Career Advancement Services
4. Substance Abuse and Mental Health
5. Housing Services
6. Prevention Programs
7. Domestic Violence
8. Family Formation
9. Legal Education and Assistance
10. Adult Protective Services and supports to seniors

1.8 Specification of Deliverables

The provider(s) selected must define at least five (5) specific deliverables relating to their individual proposed program. The proposed programming will ensure that one or more of the following areas are targeted to adults along with proposed reporting efforts:

1. **Substance Abuse and Mental Health:** Provisions of services such as:
 - a. Outreach and awareness campaigns
 - b. Education
 - c. Early intervention
 - d. Family therapy
 - e. Anger management counseling
2. **Housing Services:** Provision of services such as:
 - a. Homebuyer education
 - b. Financial fitness
 - c. Predatory lending seminars
 - d. Home maintenance courses
 - e. Financial counseling to prevent or respond to foreclosure
 - f. Prevention services
 - g. Outreach to the community
3. **Prevention Programs:**
 - a. Programs designed to create and preserve affordable, quality housing and strong neighborhoods through partnerships of residents, business, and government

- b. Programs that use the arts to engage individuals in community life and promote student success
- c. Programs that address the causes of poverty and educate low-income people and community providers
- d. Providing assistance to adults to allow children (less than 18) to be cared for in their own homes
- e. Providing assistance to promote the formation of two-parent families
- f. Providing services to prevent out-of-wedlock births

1.9 Expected Outcomes

The contractor(s)/ sub-grantee(s) selected under this proposal must implement direct-service program(s) meeting the requirements listed above.

For adults enrolled in one or more programs targeted in this RFP it is expected that programs will meet the outcomes specified in their proposal. A minimum of three (3) outcomes must be established that measure a direct, positive impact on the target population for the specific project. Outcomes must be aligned with increasing the self-sufficiency of the adults and/or safety and self-sufficiency of seniors.

Care should be taken to ensure that the outcomes to be measured are directly related to the program. How outcomes are measured can significantly affect how the results should be interpreted. The use of questions and measures from existing survey instruments is strongly recommended, especially if such instruments have proven validity.

1.10 Format for Organization of the Proposal/Proposal Content

The County discourages overly lengthy and costly proposals. In order for the County to evaluate proposals fairly and completely, bidders should follow the format set forth herein and provide all of the information requested.

Proposals should be submitted in a sealed envelope with the name of the bidder and the relevant RFP name and number on the front.

Responses must be submitted as required in Section 2.6. All proposals submitted will become the property of Clark County and will not be returned.

Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract or sub-grant agreement is extended by mutual consent of Clark County and the bidder.

SECTION A - INTRODUCTION

Cover page

This must include the RFP number, title and the complete vendor name and mailing address.

Cover letter

Proposals must include the telephone number, name, and title of the person the County should contact regarding the proposal.

Proposals must confirm that the organization will comply with all the provisions of this RFP, and include a conflict of interest statement. Any exceptions to the County's contract's or sub-grant agreement's general terms and conditions should be discussed here.

Proposals must confirm that the organization agrees to determine initial eligibility and re-determine eligibility annually for all direct-service program participants in accordance with the county's current PRC plan.

The organization must confirm that it will develop, maintain, and update an individual case file for each direct-service program participant. Case files cannot be destroyed without the written permission of the CCDJFS.

The bidder must provide a brief description of the organization including history; number of years the organization has been in business; type of services provided; legal status of vendor organization, i.e. corporation, partnership, sole proprietor; and Federal Tax ID number.

A representative authorized to make contractual obligations must sign the cover letter.

Conflict of Interest

Each bidder shall include a statement indicating whether or not the organization or any of the individuals performing work under the contract or sub-grant agreement has a possible conflict of interest and, if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the bidder. The County's determination regarding any questions of conflict of interest shall be final.

Contract Performance

If a bidder has had a contract terminated due to the bidder's alleged or proven non-performance or poor performance during the past five years, all such incidents must be described, including the other party's name, address and telephone number. If no such terminations have been experienced by the bidder in the past five years, so indicate.

Financial Statement

The bidder must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant.

Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package.

Executive Summary

Provide a high level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this project to your overall operation.

SECTION B – PROJECT UNDERSTANDING (25 points)

Provide the Following Information:

1. What do you understand to be the purpose and scope of this project related to the specific target population you propose to serve?
2. Please explain how your program contributes to the accomplishment of any of the agency's division's mission and work?
3. What are the pertinent issues and potential problems related to the project and how do you plan to address/mitigate them?

Scope of Work/Solution/Project Narrative

1. What is your proposed solution to the needs identified by the County?
2. Who are the targeted populations you intend to serve and why?
3. How will your proposed solution increase self-sufficiency or increase safety for the target population(s) identified in question #2?
4. How will you prioritize the adults served based on the various characteristics identified?
5. How do you plan to engage and retain adults in the targeted populations?
6. How will you ensure that direct-service programs are available to all eligible Clark County residents?

Deliverables

1. Section 1.7 requires that bidders define a minimum of five (5) deliverables.
Describe your deliverables in specific, and to the extent possible, measurable terms.

Outcomes

1. Section 1.8 requires that bidders define a minimum of three (3) expected outcomes to be achieved.
What are the outcomes you intend to achieve through your programs(s)?
2. Please describe how you will accomplish the outcomes listed in #1.
3. How do you intend to measure your performance against the stated outcomes to be achieved?

SECTION C – METHODOLOGY (20 points)

Methodology

1. Describe the methodology you would use to carry out this project, and the reason for selecting this methodology. Detail the tasks to be undertaken.

2. Describe the methodology you will use to measure the outcomes proposed and the measurement tools to be used.

Project Schedule

1. Provide a chart showing project activities that includes the achievement milestones.

Evaluation Plan

1. How will you assess the progress of your project while it is underway?
2. How will you course correct should your assessment of progress yield less-than-favorable results?

SECTION D - PROJECT MANAGEMENT (25 points)

Describe your project management approach including:

1. The method used in managing the project.
2. The project management organizational structure including reporting levels and lines of authority.

Project Control

1. Describe your approach to project control, including details of the methods used in controlling project activities.

Project Reporting

1. Describe your status reporting methodology including details of written and oral progress reporting.

Interface with the County

1. Describe your projected contact points with the County including types of communications, and level of interface. This should be for the upcoming project, and not a restatement of past communication with the agency or county.

Risk Management

1. Identify the potential risks and problems which, in your experience, occur on projects of this type.
2. Identify steps that can be taken to avoid or mitigate these problems and steps to be taken should the problem occur. Incorporate activities in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any project objective.

SECTION E – QUALIFICATIONS & EXPERIENCE (15 points)

Vendor Qualifications

1. Identify the qualifications that you bring to this project. Explain what differentiates your services from others.

Prior Experience

1. Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this project, including:
 - a. The capacity to undertake the scope of work based on demonstrated history of successfully completing similar or related work with the targeted service population(s).
 - b. The capacity to undertake the scope of work based on an organizational structure with adequate facilities, fiscal controls and other resources.
 - c. An appropriate management structure and staffing as documented in a current organizational chart/Table of Organization, a description of the key positions and the work each performs and the credentials/resume(s) of the people filling the key positions.
 - d. The bidder's experience working with low-income adults and knowledge of the needs of these individuals in Clark County.

Personnel

1. All proposed key project personnel must be identified in the proposal. Resumes of all key project personnel are required. Bidders may redact personal contact information which is included on resumes for administrative use (i.e., home addresses, home phone number, personal email address, etc.). Each person's role is to be identified and documented in the following format:
 - a. Name
 - b. Position with company
 - c. Role in the project
 - d. Experience with the specific tasks being proposed
 - e. Work history on similar projects
 - f. Legal Relationship with the Prime Contractor
2. Provide an organizational chart including all the personnel assigned to accomplish the work described in your proposal. Designate the person responsible and accountable for the completion of each component and deliverable of the proposal.

The County reserves the right to approve or disapprove any change in the successful bidder's project team members whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the prime contractor.

Subcontractors

Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the County project manager, and with prior written approval from the project manager. Providers will be responsible for the subcontractors meeting all terms and conditions of the specifications.

Customer References

The bidder must submit (3) references, names and phone numbers for similar projects it has completed. There is a limit of one (1) total reference from any Clark County government agency (including the Board of County Commissioners and other appointing authorities [e.g. Courts, Sheriff, Prosecutor, etc.]).

SECTION F – PRICING (15 points)

Costs

1. The bidder must complete, sign, and submit Submittals A1- A3.
2. The bidder must submit a detailed narrative, which demonstrates how costs are related and why they are necessary to the proposed program. If the bidder is requesting to be reimbursed on a unit rate basis, the narrative should clearly articulate the desired unit rate and the methodology used in calculating the unit rate. The narrative must detail the amount of money being requested from the CCDJFS.
3. Provider shall submit a detailed narrative describing all non-CCDJFS funding received from any source that funds any part of the proposed project. Provider must include the percent of the total project cost of each funding source.
4. Provider must submit proposed payment points and amounts associated with each outcome (Section 3.3)
5. The bidder must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Contractor/Sub-grantee is a for-profit organization.
 - a. For the purposes of this RFP, “allowable” and “unallowable” program costs are itemized in the following:
 - i. For Non-Profit Organizations: http://www.whitehouse.gov/omb/circulars_a122_2004
 - ii. For State, Local, and Indian Tribal Governments: http://www.whitehouse.gov/omb/circulars_a087_2004
 - iii. For Educational Institutions: http://www.whitehouse.gov/omb/circulars_a021_2004

If there is a dispute regarding whether a certain item of cost is unallowable, the County’s decision is final.

Estimated proposal prices are not acceptable.

Payment Schedule

The bidder must include a proposed schedule of payments. The trigger for payment for each cost must be identified (e.g. timing, deliverable).

SECTION II. GENERAL PROCESS

2.1 Anticipated Procurement Timetable

<u>Date</u>	<u>Event/Activity</u>
February 27, 2015	County releases RFP. Q&A period opens - RFP becomes active. - Providers may submit inquiries for RFP clarification.

	Deadline for request to be added to notification list (3:00 p.m.)
March 9, 2015	Bidders' Conference at Clark County Department of Job and Family Services, Reid/Snyder Room
March 13, 2015	Q&A Period Closes 9 a.m. (for inquiries for RFP clarification). - No further inquiries for RFP clarification will be accepted.
March 17, 2015	CCDJFS provides Final Proposer Question & Answer document.
April 10, 2015	Deadline for Proposers to Submit Proposals to CCDJFS (3 p.m.). - This is the proposal opening date, beginning of the CCDJFS process of proposal review.
May 22, 2015	Letter of intent to award contract(s)/sub-grant agreement(s) issued by CCDJFS. - All applicants notified.
June 19, 2015	Contract(s)/Sub-grant agreement(s) submitted to County Commission for approval.
July 1, 2015	Service provision begins.

IMPORTANT:

County reserves the right to revise this schedule in the best interest of CCDJFS and/or to comply with the County procurement procedures and regulations and after providing reasonable notice. Only the Board has the authority to bind the County into a contract/sub-grant agreement. The letter of intent to award is not binding. Since the letter of intent to award is not binding, any costs incurred by the bidder prior to the Board's award may or may not be recovered from County within the sole discretion of the Board.

2.2 Internet Question & Answer Period; RFP Clarification Opportunity

Potential bidders may ask clarifying questions regarding this RFP via email or U.S Mail during the Q&A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, a potential bidder must submit all questions in writing, via email or U.S. mail to Ashley.Clericus@jfs.ohio.gov or to the mailing address in Section 2.5 prior to the closing time and date for the Question & Answer Period. To ensure timely receipt of all questions, "Adult Services RFP- Request for Clarification" must be written in the subject line of emailed questions and on the outside of the envelope of any mailed questions. The County reserves the right to disregard any e-mailed or mailed questions that are not properly titled.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential bidder must also include the name of a representative to contact, the company/organization name and business phone number. The County may, at its option, disregard any questions which do not appropriately reference a RFP provision or location, or which do not include identification for the originator of the question. If the County determines that a question cannot be resolved by reference to any section of the RFP, the County may, at its discretion, make necessary additions or changes to the RFP by addendum or amendment. The County will not respond to any questions received after 9 a.m. on the date the Q&A period closes.

The County responses to all questions asked via email or U.S. mail will be posted on the Internet website dedicated to this RFP or mailed (if properly requested by the potential bidder), for reference by all potential

bidders. Potential bidders will not receive personalized or individual email responses to their properly submitted individual questions. Clarifying questions asked and the County responses to such questions comprise the “CCDJFS Q&A Document” for this RFP. Responses will include the relevant page number, heading, and provision in question. Proposals in response to this RFP are to take into account any information communicated by the County in the Final Q&A Document for the RFP.

If any additions or changes are made to this RFP as a result of the Q&A process, an addendum or amendment to the RFP will be posted on the Internet website dedicated to this RFP or mailed to the potential bidder (when requested in advance). It is the responsibility of all potential bidders to check this site on a regular basis for responses to questions, as well as for any addendums, amendments or other pertinent information regarding this RFP.

Accessibility to the CCDJFS Q&A Document will be clearly identified on the website dedicated to this RFP, **once that document is made available.**

IMPORTANT: Requests from potential bidders for copies of previous RFPs, past proposals, score sheets or contracts/sub-grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with the CCDJFS policy (available upon request) will be honored. The posted time frames for the County responses to email questions for RFP clarification do not apply to PRRs. Potential bidders who choose to rely on responses to public records requests when preparing their proposals do so at their own risk.

Bidders are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract or sub-grant agreement, NOT on details of any current or past related contracts or sub-grant agreements. Requirements under a current project may or may not be required by County under any future contract or sub-grant agreement, and so may not be useful information for bidders who choose to respond to the RFP. If potential bidders ask questions about existing or past contracts or sub-grant agreements using the Q&A process, the County will use its discretion in deciding whether to provide answers.

There is an established time period for the Q&A process (see Section 2.1, Anticipated Procurement Timetable, above). The CCDJFS Q&A document will only answer those questions submitted within the stated time frame for submission of potential bidder’s questions, and which pertain to issues of RFP clarity, and which are not requests for public records. County is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

Should potential bidders experience technical difficulties accessing the CCDJFS website where the RFP and its related documents are published, they may contact Ashley Clericus at Ashley.Clericus@jfs.ohio.gov or by phone at 327-1867.

2.3 Bidders’ Conference

A bidders’ conference has been scheduled for **March 9, 2015 at 10:00AM** in the Reid/Snyder Room at the Clark County Department of Job & Family Services campus, 1345 Lagonda Avenue, Springfield, Ohio. CCDJFS

staff will respond to questions regarding the requirements of the RFP. Questions asked at the conference and the **final** responses will be included in the Q&A document.

While attendance is not mandatory, County strongly encourages potential proposers to attend this conference. Please bring your copy of the RFP.

2.4 Communication Prohibitions

From the issuance date of this RFP until an actual contract/sub-grant agreement is awarded there may be no communications concerning the RFP between any potential bidder that expects to submit a proposal and any employee of County, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor/sub-grantee.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Q&A Period, and Section 2.3, Bidders' Conference;
2. For the purpose of conducting necessary business arising from a pre-existing or on-going business relationship with County;
3. As part of any bidder interview process initiated by County, which County deems necessary in order to make a final selection;
4. Potential bidders may request that the RFP and all posted RFP documents be sent via U.S. mail;
5. Any Public Records Request (PRR) made through CCDJFS;
6. Notification of any changes or announcements related to this RFP through the CCDJFS vendor notification list; and
7. A public meeting of the Board at which the award of a contract(s)/sub-grant agreement(s), pursuant to this RFP has been placed on the agenda for discussion.

***Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested potential bidders through the original web page established for the RFP. All interested potential bidders must refer to that web page regularly for amendments or other announcements. The County may not specifically notify any potential bidder of changes or announcements related to this RFP except as provided in Section 2.4. It is the affirmative responsibility of interested potential bidders to be aware of and fully respond to all updated information posted on this web page or provided by U.S. mail when previously requested by the potential bidder. Potential bidders without access to the web page established for the RFP may request that amendments to the RFP or documents related to it be sent to them by contacting Ashley Clericus via email or U.S. mail at the following address, Ashley.Clericus@jfs.ohio.gov or Clark County Job & Family Services, Attn: Ashley Clericus, 1345 Lagonda Avenue, Springfield, Ohio 45503.

County is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source not authorized for this RFP. **Any attempts at prohibited communications by potential providers shall result in the disqualification of those providers' proposals and shall prohibit the potential provider from entering into any contractual relationship with the County for services requested through this RFP for the duration of the RFP period. A provider may also be disqualified for failing to take**

reasonable steps to prevent its employees, agents, and business associates from making communications that would be prohibited if made directly by that provider's authorized representatives.

2.5 Proposal Submission Information

County requires proposal submissions in both paper and electronic format. The submission of the electronically formatted version may be waived, at the discretion of the County, when requested in writing by the bidder at least twenty-four (24) hours prior to the submission deadline. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

1. **Seven paper copies (one signed original and six copies) and** one electronic version on a CD-ROM or flash drive of the proposal may be mailed or hand-delivered to:

Clark County Department of Job & Family Services
Attn: Ashley Clericus
1345 Lagonda Avenue, Building C- 4th Floor
Springfield, Ohio 45503.

OR

2. **One electronic version may be emailed to Ashley.Clericus@jfs.ohio.gov and Seven paper copies (one signed original and six copies)** of the proposal may be mailed or hand-delivered to:

Clark County Department of Job & Family Services
Attn: Ashley Clericus
1345 Lagonda Avenue, Building C- 4th Floor
Springfield, Ohio 45503.

The electronic version of the RFP response should be submitted as follows:

1. The answers to the questions stated in Section 1.10 and the budget narrative should be in Microsoft Word format;
2. Submittals A1-A3 should be submitted in Microsoft Excel format;
3. All other items submitted with the proposal (cover letter, required forms, resumes, etc.) should be in PDF format.

Bidders may, at their discretion, submit one complete version in PDF format.

If the two formats (paper and electronic) are not received on the same date, the latter date upon which both submission formats are received is considered to be the submission date.

All bidders' proposals must be submitted no later than 3:00 p.m. on April 10, 2015. Faxed submissions will not be accepted. County will not consider a bidder's proposal to be submitted until the time at which the

proposal is actually received by County in both the paper and electronic formats. A proposal will not be deemed “submitted” until the proposal is complete.

The bidder’s original proposal must contain all the information and documents specified in Section 1.10, Format for Organization of the Proposal/Proposal Content. All copies (both paper and electronic) of the original proposal must include copies of ALL information, documents, and pages in the original proposal. A bidder’s proposal will be considered to be incomplete if the bidder fails to comply with this paragraph.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a bidder’s proposal submission (e.g. letters of recommendation from past customers of the bidder’s services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be delivered. County is not responsible for proposals incorrectly addressed or for proposals delivered to any location other than the address specified above.

For hand delivery on the due date, bidders are to deliver the proposals to the address specified above. When hand delivering on the due date, bidders should allow sufficient time for traffic incidents, as well as for possible security checks in the front lobby. **County is not responsible for any proposals delivered to any address other than the address provided above.**

2.6 Scoring of Proposals

The County will enter into a contract(s)/sub-grant agreement(s) with the bidder(s) that best demonstrate(s) the ability to meet requirements as specified in this RFP. Bidders submitting a response will be evaluated based on the capacity and experience demonstrated in their proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT) comprised of CCDJFS staff members and others selected at the discretion of the CCDJFS. Bidders should not assume that the review team members are familiar with any current or past work activities with the CCDJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor/sub-grantee selection process.

In scoring the proposals, the PRT will score in two phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any “no” answer to the questions listed below will eliminate a proposal from further consideration.**

1. Was the proposal received by the deadline as specified in Sections 2.1, Anticipated Procurement Timetable, and 2.5, Proposal Submission Information?
2. Did the bidder submit seven paper copies (one original and six copies) and one electronic copy of their proposal (unless the electronic submission was waived by the County)?

3. Does the bidder's proposal include all required affirmative statements and certifications, signed by the bidder's responsible representative, including the following:
 - Contractor/Sub-grantee Assurances Form, (see Section 3.5 of this RFP)
 - Personal Property Tax Statement (see Section 3.6 of this RFP)
 - Campaign Contribution Declaration (see Section 3.7 of this RFP)
 - Certifications (see Section 3.3 of this RFP)
 - Copy of the most recently completed financial audit
4. According to those certifications, does the bidder affirmatively indicate that it is not on the federal debarment list; that it is fiscally solvent; that it will meet all Federal, State, and Local compliance requirements; and that the person signing the form is authorized to enter into a contract with County?
5. Does County's review of the SAM.gov website verify that the Contractor/Sub-grantee is not excluded from contracting with County by ORC Section 9.24 for an unresolved finding for recovery (i.e. the proposal of any bidder whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration.)?

B. Phase II. Review—Criteria for Scoring the Proposal:

The PRT will then score those qualifying proposals not eliminated in Phase I. The PRT will assess how well the bidder meets the requirements as specified in Section 1.10 Sections B, C, D, E and F of this RFP. Using pre-defined evaluation criteria for Phase II scoring, the PRT will read, review, and discuss the proposals and reach consensus on the final score for each qualifying proposal.

2.7 Proposal Clarifications

County reserves the right to request clarifications from bidders of any information in their proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

2.8 Review Process Caveats

The County reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The County may waive minor defects in the RFP that are not material when no prejudice will result to the rights of any bidder or to the public. County may, at its sole discretion, waive minor errors or omissions in bidders' proposals/forms when those errors do not unreasonably obscure the meaning of the content.

County reserves the right to request clarifications from bidders regarding any information in their proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by County, and bidders' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.4 of this RFP. Such communications are expressly permitted when initiated by County, but are at the sole discretion of County.

Should County determine a need for interviewing bidders prior to making a final selection, notwithstanding the fact that no two proposals have received substantially similar scoring in accordance with section 2.7, County may exercise its discretion to interview bidders, and results to interview questions shall be scored in a manner similar to the process described in Section 2.6, Scoring of Proposals, above. Such scored results may

be either added to those bidders' proposal scores, or will replace certain criteria scores, at the discretion of County. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all bidders participating in the interview process for that RFP.

County reserves the right to negotiate with bidders for adjustments to their proposals should County determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by County, but are at the sole discretion of County.

In County's sole discretion, any bidder deemed not responsible, or any bidder(s) submitting a proposal deemed non-responsive to the terms of this RFP, shall not be awarded the contract/sub-grant agreement.

2.9 Final Recommendation

The PRT will recommend to the Director of the CCDJFS who will recommend to the Board the bidder(s) offering the proposal most advantageous to County, as determined by the processes and requirements established in this RFP. Additionally, CCDJFS reserves the right to partially, or fully fund the bidder whose proposal is selected at its discretion.

2.10 Contract/Sub-grant Agreement Period and Funds Available

County is seeking to award a contract(s)/sub-grant agreement(s) to be effective July 1, 2015, and to conclude no later than June 30, 2017.

This initiative will be funded utilizing:

1. TANF funds (CFDA 93.558) to achieve at least one of the following:
 - a. Purpose #1- Assisting needy families so that children may be cared for in their own homes;
 - b. Purpose #2- Reducing the dependency of needy parents by promoting job preparation, work, and marriage;
 - c. Purpose #3- Preventing out-of-wedlock pregnancies;
 - d. Purpose #4- Encouraging and promoting the formation of two-parent families.
2. Title XX funds (CFDA 93.667) to achieve at least one of the following:
 - a. To prevent, reduce, or eliminate dependency;
 - b. To achieve or maintain self-sufficiency;
 - c. To prevent neglect, abuse, or exploitation of children and adults;
 - d. To prevent or reduce inappropriate institutional care;
 - e. To secure admission or referral for institutional care when other forms of care are not appropriate.
3. Children's Services Levy funds

In no instance may the contractor's/sub-grantee's or sub-contractors' administrative costs exceed 15% of the total cost of their contract/sub-grant agreement or sub-contract. Ninety percent (90%) of the annual contract's/sub-grant agreement's annual value is to be set aside each year as the maximum payment for the contractor's/sub-grantee's direct program provision costs. Up to an additional ten percent (10%) of the

contract's/sub-grant agreement's annual value will be payable only if stated, measureable outcomes are achieved annually.

Dependent upon specific funding source, the selected contractor/sub-grantee and its sub-contractors (if applicable) may be responsible for determining initial eligibility for participants in direct-service program services in accordance with Clark County's PRC plan (visit <http://www.clarkdjfs.org/benefitsplus/emergency.html> for the full PRC plan or contact Ashley Clericus at (937) 327-1867 to request a hard copy). The selected contractor/sub-grantee and/or its sub-contractors may be responsible for re-determining eligibility for participants annually in direct-service program services in accordance with Clark County's PRC plan. To ensure maximum consideration, providers should describe their ability to determine and re-determine eligibility in accordance with Clark County's PRC plan. Additionally, regardless of funding source, the contractor/sub-grantee and its sub-contractors will be responsible for developing and maintaining case files for each participant in accordance with agency specifications in the awarded contract or sub-grant agreement.

This RFP and all agency contracts and sub-grant agreements are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The bidders will be notified at the earliest possible time. County is not required to compensate any bidders for any expenses incurred as a result of the RFP process.

2.11 Selected Contractor/Sub-grantee Compensation Structure

County agrees that reimbursement of all costs will be dependent upon the contractor's/sub-grantee's performance in the delivery of services specified in the approved budget, once the contract/sub-grant agreement is awarded. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by County and the contractor/sub-grantee. Payment shall be made in one of two ways:

1. Direct Cost: Payment shall be made on a direct cost reimbursement basis. CCDJFS recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures. **OR**
2. Unit Cost: Payment shall be made on a unit cost, fee for service, reimbursement basis. The unit cost represents a true measure of the actual cost of providing the contracted number of units of service. Unit cost contractors may be asked to reconcile revenue against the total actual expenditures and reimburse the CCDJFS for over-budgeted expenses on a quarterly basis.

Bidders must define their preferred payment method in their proposal.

The County recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures. Additionally, the contractor/sub-grantee must submit copies of paid sub-contractor invoices in order to be reimbursed for those service costs.

The contractor/subgrantee shall provide a monthly invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include

a description of services provided, the dates of service, and a description and amount of any incentive earned. If the invoice is not received by the CCDJFS within the 30 day deadline, the contractor/subgrantee agrees to be bound by a negotiated percentage removal rate. County and contractor will negotiate these rates and come to an agreement upon a reasonable and determinable amount. The below mentioned percentage rates are merely suggested rates, the final rates will be agreed upon between upon by the County and the contractor.

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

The total amount of the original invoice will be counted towards the remaining contract/subgrant balance, even when a percentage is removed. The final invoice must be submitted within 60 days of the end of the contract/subgrant period or the CCDJFS may not issue payment for the final invoice.

SECTION III LEGAL AND OTHER REQUIREMENTS

3.1 Limitations

The award of a contract(s)/sub-grant agreement(s) is contingent upon the approval of the Board. No contract/sub-grant agreement shall be valid and legal until it has been approved and executed, in signature, by the Board.

This RFP does not commit County to award a contract/sub-grant agreement or to pay any cost incurred in the preparation of a proposal. County reserves the right to accept or reject any or all proposals received, to negotiate services and cost with proposers, and to cancel in part or in its entirety this RFP.

County will review each proposal with respect to price, bidder's administrative and programmatic capabilities, and conformance to the RFP criteria. County may reject all responses if proposed rates are unreasonable or if the proposers do not meet the RFP acceptance criteria. All proposals submitted in response to the RFP will become the property of County.

Proposal selection does not guarantee that a contract/sub-grant agreement for services will be awarded. County reserves the right to terminate the negotiation process in the event that negotiations fail with the bidder whose proposal is selected and/or issues arise during negotiations that prevent County from entering into a contract/sub-grant agreement with that bidder. If this happens, County, in its sole discretion, reserves the right to: (1) select another bidder that responded to the RFP or (2) cancel and/or reissue the RFP.

3.2 Proposal Cost

Costs incurred in the preparation of this proposal are to be borne solely by the bidder. The County will not contribute in any way to the costs of the preparation of the proposal, associated documents, or any other items/documents related to this RFP. Any costs associated with interviews will also be borne by the bidder and will not be County's responsibility.

3.3 Certifications

Proposers are not required to submit insurance certificates in order for their proposals to be considered.

However, the provider whose proposal is selected shall be required to present current insurance certificates

prior to the commencement of the contract. In the event that the winning bidder fails to present satisfactory insurance certificates when the proposed contract is submitted to the Board for approval, County, in its sole discretion reserves the right to (1) select another provider's proposal or (2) cancel and/or reissue the RFP. The standard requirements of insurance for providers who hold contracts with Clark County are found in Section VI, Article VI. Providers must provide, in their proposals, assurances that the minimum insurance requirements will be met.

Providers must disclose any circumstances of which the providers know or reasonably should know, including, but not limited to financial, legal, administrative, or safety risks, which might prevent them from meeting the insurance requirements by the time the contracts are signed. Providers shall have an ongoing duty to disclose any such circumstances that could foreseeably result in loss of coverage or denial of a claim during or after the duration of any contracts entered into pursuant to this RFP.

3.4 Contractual Requirements

The bidder whose proposal is selected will be required to agree to the terms of the Sample Contract/Sub-grant Agreement included in this RFP as Section VI. Such terms may not be modified or rejected absent a written waiver granted by the County pursuant to the RFP's waiver provisions. Additional terms shall not be permitted unless specifically included in the bidder's proposal and accepted by the County. Such additions will be added to the statement of work in the contract or sub-grant agreement by the County during negotiation of the final contract or sub-grant agreement.

3.5 Contractor/Sub-grantee Assurances Form

As part of the submitted proposal, providers must include the attached Contractor/Sub-grantee Assurances Form (included in this RFP as Attachment A). Failure to include this statement as part of the proposal submitted to the County may result in the disqualification of the provider's proposal from consideration.

3.6 Campaign Contribution Declaration

As part of the submitted proposal, the bidder must include the attached notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code form (Campaign Contribution Declaration – HB694). Amended Substitute House Bill 694 ("HB 694") limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts.

All potential bidders interested in responding to this RFP must include the completed Campaign Contribution Form (included in this RFP as Attachment B) in their proposals.

3.7 Personal Property Tax Statement

As part of the submitted proposal, the bidder must include the attached notarized Personal Property Tax Statement (included in this RFP as Attachment C). Failure to include this statement as part of the proposal submitted to the CCDJFS may result in the disqualification of the bidder's proposal from consideration.

3.8 Independent Contractor/Worker Acknowledgment

As part of the submitted proposal, the bidder must include the attached Independent Contractor/Worker Acknowledgment Form (included in this RFP as Attachment D) only if they are a sole-proprietor and/or are a

corporation and/or organization with less than five (5) full-time employees. Failure to include this statement as part of the proposal submitted to the CCDJFS may result in the disqualification of the bidder's proposal from consideration.

3.9 Sub-contractor Identification and Participation Information

Bidders must clearly identify the subcontractor(s) that will be used under this agreement and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the provider is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

The contractor/sub-grantee must seek approval from CCDJFS prior to entering into any contract with a sub-contractor.

3.10 Protests

Any potential, or actual, provider may file a protest on any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

1. Protests shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The program name of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by County;
 - e. A statement as to the form of relief requested from County; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest;
2. A protest shall be considered timely if received within the following periods:
 - a. A protest based on alleged improprieties or events about which the protestor knew or could have reasonably discovered, prior to the closing date for receipt of proposals, shall be filed no later than the deadline for receipt of proposals.
 - b. If the protest relates to the PRT's or the Director's recommendation to award a contract or to reject any or all proposals, the protest shall be filed no later than 9 a.m. of the seventh (7th) calendar day after the issuance of the Letter of Intent to Award the contract or the Letter of Intent to Reject all proposals, whichever is applicable.

3. An untimely protest may be considered by County if it determines that the protest raises issues significant to County's procurement system. An untimely protest is one received by CCDJFS after the time periods set forth in Item 2 of this section.

4. All protests must be filed at the following location:

David S. Dombrosky, Director
Clark County Job & Family Services
1345 Lagonda Avenue- Bld. C- 4th Floor
Springfield, Ohio 45503

5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Board determines that a delay will severely disadvantage County. The provider who would have been awarded the contract shall be notified of the receipt of the protest.
6. County shall issue written decision on all timely protests and shall notify any provider who filed an untimely protest as to whether or not the protest will be considered.

3.11 Changes to the RFP

Material changes to this RFP will be provided via the agency website and to vendors on the vendor notification list. Potential providers are responsible for obtaining any such changes without further notice by County.

SECTION IV. ATTACHMENTS AND THEIR USES

- A. Contractor/Sub-grantee Assurances Form *(To be completed and included in the proposal packet as specified in Section 3.5)*
- B. Campaign Contribution Declaration Form *(To be completed and included in proposal packet as specified in Section 3.6)*
- C. Personal Property Tax Statement *(To be completed and included in proposal packet as specified in Section 3.7)*
- D. Independent Contractor/Worker Acknowledgment *(To be completed and included in the proposal packet for bidder who are sole-proprietors and bidders who have less the five (5) full-time employees)*
- E. Clark County Records Retention Schedule *(To be used to understand the requirements noted in section 1.10- A)*

ATTACHMENT A

Contractor/Sub-grantee Assurances Form

Purpose: Clark County Department of Job & Family Services (CCDJFS) requires the following information on Contractors/Sub-grantees who submit proposals or bids in response to Requests for Proposals (RFPs) or other competitive opportunity in order to facilitate the development of the agreement (or finalization of a purchase) with the selected Contractor/Sub-grantee. County reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline set by County. Further, some of this information (as identified below) **must** be provided in order for County to accept and consider a proposal/bid. **Failure to provide such required information will result in the proposal's immediate disqualification.**

Instructions: Provide the following information regarding the Contractor/Sub-grantee submitting the proposal or bid. Contractors/Sub-grantees must print this attachment, complete and sign it and include it in their proposals. It is mandatory that the information provided is certified with an original signature from a person with authority to represent the Contractor/Sub-grantee. Contractors/Sub-grantees are to provide this completed and signed form as a component of their original proposal, according to instructions in the RFP for proposal/bid composition.

Contractors/Sub-grantees must provide all information

1. CCDJFS RFP #:	2. Proposal Due Date:
3. Contractor/Sub-grantee Name: (legal name of the Contractor/Sub-grantee – person or organization – to whom contract/purchase payments would be made)	4. Contractor/Sub-grantee Federal Tax ID #: (this number MUST correspond with the name in Item #3)
5. Contractor/Sub-grantee Corporate Address:	6. Contractor/Sub-grantee Remittance Address: (or “same” if as same as Item #5)
7. Print or type information on the Contractor/Sub-grantee representative/contact person <u>authorized to answer questions on the proposal/bid:</u> Contractor/Sub-grantee Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the Contractor/Sub-grantee representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the Contractor/Sub-grantee, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Contractor/Sub-grantee’s Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	

I recognize that I must give assurances for each item below. If I cannot, I will explain why the assurances were not met or this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of Ohio, or local Debarment List.
3. We included in our proposal a copy of our most recently completed financial audit confirming that we are fiscally solvent.
4. We have, or will have: all of the fiscal control and accounting procedures needed to ensure that contract funds will be used as required by law and the contract or sub-grant agreement.
5. We have additional funding sources and will not be solely dependent on any funds awarded as a result of this RFP.
6. We will meet all Contractual Requirements stated in Section 3.4 of this RFP.
7. **We will meet all applicable Federal, State and Local compliance requirements.** These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of **Section 504 of the *Rehabilitation Act of 1973*.**
 - Meeting all applicable labor laws, including Child Labor Law standards.
 - Drug Free Workplace

We will not:

- Use contract funds to assist, promote or deter union organizing.
- Use contract funds in the construction, operation or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

I hereby assure that all of the above are true:

Signature

Date

Name (printed)

Title

ATTACHMENT B
Campaign Contribution Declaration
AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a Contract or Sub-grant Agreement for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Clark, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a Contract or Sub-grant Agreement for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the Contract or Sub-grant Agreement is awarded and extending until one year following the conclusion of the Contract or Sub-grant Agreement, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made within the previous 24 months, and that, if awarded a Contract or Sub-grant Agreement for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the Contract or Sub-grant Agreement is awarded and extending until one year following the conclusion of the Contract or Sub-grant Agreement, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C
Personal Property Tax Statement

(See Section 5719.042, O.R.C.)

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, having been duly sworn, state that I am competent to testify to the following:

(COMPLETE APPLICABLE STATEMENT)

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____.
On said date, I owed no personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that I have not been charged with having any delinquent personal property tax owed to said District.

OR

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____.
I presently am delinquent in the payment of personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that my name appears upon the records of said District as delinquent in the payment of personal property tax as follows:

_____ owed in delinquent taxes, and _____ owed as penalties assessed against said delinquency. As part of the consideration for a contract to perform the above stated bid, I hereby agree that this form be incorporated into said contract to perform work, and further agree that proceeds from said contract shall be paid to Clark County Taxing District in the amount of said delinquent tax and said assessed penalty prior to any payments being made to the bidder or other person under the contract.

DATE

BIDDER

Sworn to and subscribed before me, a Notary Public, on this _____
day of _____, _____.

NOTARY PUBLIC

My commission expires _____, _____.

ATTACHMENT D
Independent Contractor/Worker Acknowledgment



**INDEPENDENT CONTRACTOR/WORKER
ACKNOWLEDGMENT**

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4542

Employer Outreach: 1-888-400-0665
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

— — —

First Name

MI

Last Name

Name of Current Employer

STEP 2: Public Employment Information

Name of Public Employer for Which You Are Providing Personal Services

Employer Contact

First Name

MI

Last Name

Employer Code

Employer Contact Phone Number

— — — — —

Service Provided to Public Employer

Start Date of Service

Month

Day

Year

/ /

End Date of Service

Month

Day

Year

/ /

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name

ATTACHMENT E
Clark County Records Retention Schedule

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OHIO **OHIO HISTORICAL SOCIETY**
State Archives of Ohio
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OHIO HISTORICAL SOCIETY
SEP - 5 2013

RECORDS RETENTION SCHEDULE (RC-2)
See instructions before completing this form.

Section A: Local Government Unit
JFS of Clark County JFSOC (Admin, BP, FCS, CSEA, MIS, WIA, HR)
(local government entity) (unit)
Renee Southard *Renee Southard* *MIS Manager* *09/4/2013*
(signature of responsible official) (name) (title) (date)

Section B: Records Commission
Clark County Records Commission 637-521-2008
Records Commission (telephone number)
PO Box 2039 Springfield 45501 Clark
90 E. Columbia St (address) (city) (zip code) (county)

To have this form returned to the Records Commission electronically, include an email address: mlolok@clarkcountyohio.gov

I hereby certify that our records commission met in an open meeting, as required by Section 121.22 ORC, and approved the schedules listed on this form and any continuation sheets. I further certify that our commission will make every effort to prevent these records series from being destroyed, transferred, or otherwise disposed of in violation of these schedules and that no record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. This action is reflected in the minutes kept by this commission.

Michael Hartley *September 13, 2013*
Records Commission Chair Signature Date

Section C: Ohio Historical Society - State Archives
Garnie Connor *Spot Records Archivist* *9/24/13*
Signature Title Date

Section D: Auditor of State
Martha E. M... *9-30-13*
Signature Date

Please Note: The State Archives retains RC-2 forms permanently.
It is strongly recommended that the Records Commission retain a permanent copy of this form.

2012/09/25 10:00 AM



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Section E: Records Retention Schedule

JFS of Clark County

JFSCC (Admin, BP, FCB, CSEA, MIS, WIA, HR)

(local government entity)

(unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
AD 11-001	Annual Report (copy of annual report sent to county)	<u>Permanent</u> Paper may be destroyed 30 days after Microfilmed Digital may be destroyed 30 days after Microfilmed	Paper Digital Microfilm		<input checked="" type="checkbox"/>
AD 11-002	Annual Budgets (copy of department budgets)	<u>Permanent</u> Paper may be destroyed 30 days after Microfilmed Digital may be destroyed 30 days after Microfilmed	Paper Digital Microfilm		<input checked="" type="checkbox"/>
AD 12-003	Contracts (copy of contracts/agreements sent to county) (All contracts for agency managed by Accounting)	<u>Non-Permanent</u> 5 years after expiration provided audited Paper may be destroyed 30 days after digitized Digital may be destroyed 5 years after expiration provided audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 12-005	Financial & Program Audits (A-133 Full County Audit is available from Auditor of State website. JFSCC does not maintain audit)	<u>Non-Permanent</u> 5 years provided audited. Paper may be destroyed 30 days after digitized Digital may be destroyed after 5 years provided audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 11-009	Inventory of Agency Property (annual inventory of property sent to county auditor)	<u>Non-Permanent</u> 5 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 5 years provided audited. Microfilming not required	Paper/ Electronic Digital		<input type="checkbox"/>
AD 12-007	Lease Agreements (copy of lease agreements sent to county)	<u>Non-Permanent</u> 5 years after expiration provided audited Paper may be destroyed 30 days after digitized Digital may be destroyed 5 years after expiration provided audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 11-008	Minutes of Various Policy Boards Including Child Welfare, WorkPlus, JFS Planning Council (Formerly Welfare Advisory)	<u>Permanent</u> Paper may be destroyed 30 days after Microfilmed Digital may be destroyed 30 days after Microfilmed	Paper Digital Microfilm		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
AD 11-009	Program Annual Reports (copy of agency program reports submitted to state)	Permanent Paper may be destroyed 30 days after Microfilmed Digital may be destroyed 30 days after Microfilmed	Paper Digital Microfilm		<input checked="" type="checkbox"/>
AD 11-010	Program Evaluations (copy of agency program evaluations submitted to state)	Permanent Paper may be destroyed 30 days after Microfilmed Digital may be destroyed 30 days after Microfilmed	Paper Digital Microfilm		<input checked="" type="checkbox"/>
AD 12-011	Purchase Orders /Encumbrances /Blankets (department copies)	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-012	Receipt Database Effective April 1, 2012 Receipt Books will be Obsolete and replaced with Access Database.	Non-Permanent Data will be maintained electronically for 3 years. Database subject to revisions.	Electronic		<input type="checkbox"/>
AD 12-013	Appropriation Journal: Spreadsheet (Expenditure and receipt reports) As of Jan 1, 2012 no longer maintained in hard copy.	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Electronic File may be destroyed after 3 years provided audited. Microfilming not required	Paper Electronic		<input type="checkbox"/>
AD 12-014	Vouchers: Unpaid & Paid As of Jan 1, 2011, no longer creating paper copy of voucher. Voucher can be produced on demand from computer program)	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Electronic Digital		<input type="checkbox"/>
AD 12-016	Random Moment Sheets, Discs, Reports As of June 1, 2011 Random Moment Sheets/Discs no longer received. Statewide implementation of an electronic system. JFSOC only receives a Quarterly Report.	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-018	Procurement Information (bids/proposals)	Non-Permanent 5 years after expiration provided audited Paper may be destroyed 30 days after digitized Digital may be destroyed 5 years after expiration provided audited. Microfilming not required	Paper Digital		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
AD 13-017	Invoices (department copies. Original sent to auditor) *including but not limited to adoption subsidy invoices, contract invoices, foster care invoices	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-018	Quarterly/Monthly/Annual Financial Reports (including but not limited to JFS2827, OCHS2750, OCHS2820, Protect Ohio, FIMS)	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 12-019	ODHS 1826 Billing Effective Jan 1, 2011 Obsolete	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized.	Paper		<input type="checkbox"/>
AD 11-020	Refuel Orders	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 11-024	Cashier Daily Summary Sheets (attached to Pay/N)	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 11-026	Public Records Request	Non-Permanent Paper may be destroyed 30 days after digitized. Digital may be destroyed after 6 years	Paper Digital		<input type="checkbox"/>
AD 11-027	Record Retention Schedules (departments copies of RC1, RC2, RCS Permanent copies maintained by Record Commission)	Non-Permanent 5 years. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 6 years Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 11-028	Bank Deposit Slips/Statements	Non-Permanent 3 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
AD 13-028	Grants (including grant agreements, fiscal, invoice)	<u>Non-Permanent</u> 5 years after expiration provided audited Paper may be destroyed 30 days after digitized Digital may be destroyed 5 years after expiration provided audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-030	Contract Monitoring Reports (all documents relating to approved contract except contract & invoices)	<u>Non-Permanent</u> 5 years after expiration of contract provided audited Paper may be destroyed 30 days after digitized Digital may be destroyed 5 years after expiration of contract provided audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-031	ODJFS Monitoring Visit Reports & Program Monitoring Reports (supporting documentation will be kept until issues or findings have been resolved)	<u>Non-Permanent</u> 5 years. Paper may be destroyed 30 days after digitized Digital may be destroyed after 5 years. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-032	Daycare Manual Claim & Adjustment Forms	<u>Non-Permanent</u> 3 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-033	Budget Changes (Interfunds Fund transfers & Advances, Amended Certificates, Temp Appropriations, Supplemental Appropriations)	<u>Non-Permanent</u> 1 Year. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 1 year. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-034	Maximus/PET System (fund accounting ledger system)	<u>Non-Permanent</u> Data will be maintained electronically for 3 years. After 3 years, data will be archived.	Electronic		<input type="checkbox"/>
AD 13-035	Purchase Quotes (quotes for various purchases, includes compliance documentation)	<u>Non-Permanent</u> 3 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-036	Agency Plans (including but not limited to Voter Registration, Fraud, Health Check, FAET, Net Transportation, PRC, Plan of Cooperation, Title XX, Procurement)	<u>Non-Permanent</u> Retain until superseded, obsolete, replaced, No longer of Admin Value NLAV/NFA	All		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
AD 13-037	Payroll & Fringe Benefit Reports (fiscal use)	Non-Permanent 3 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-038	Supplemental Security Income Information (supporting documentation for interim respite/caregiver care assistance)	Non-Permanent 1 Year provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 1 year and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-039	Juvenile Court Placement related documentation (invoices, change slips, orders, other supporting documentation)	Non-Permanent 3 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-040	Budget Prep Files (working documents used to prepare annual budget)	Non-Permanent 3 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-041	Contract Prep Files (working documents used to prepare contracts)	Non-Permanent 3 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
AD 13-042	Allocation Letters	Non-Permanent 5 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 5 years and audited. Microfilming not required	Paper Digital		<input type="checkbox"/>
HR 11-001	Applications for Employment (original applications for non-hired)	Non-Permanent 1 Year	Paper		<input type="checkbox"/>
HR 11-002	Leave Request Forms (all request for leave are through electronic process. Leave records are maintained in HR computer system)	Non-Permanent 3 Years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years. Microfilming not required	Paper Electronic Digital		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
HR 11-003	Personnel File (Actions, BWC, Discipline, Evaluations, New Hire, Job Desc, Misc notices, Training, Application, Policy compliance agreements, Investigations)	<u>Non-Permanent</u> 3 Years after termination. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years. Microfilming not required	Paper Digital		<input type="checkbox"/>
HR 11-004	Timecards (all timecards are through electronic process. Time records are maintained in HR computer system.)	<u>Non-Permanent</u> 3 Years after termination. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years. Microfilming not required	Paper Electronic Digital		<input type="checkbox"/>
HR 11-005	Employee Roster	<u>Non-Permanent</u> 3 Years. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years. Microfilming not required	Paper Digital		<input type="checkbox"/>
HR 11-006	Payroll Records (department payroll submitted to county auditor)	<u>Non-Permanent</u> 6 years. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 6 years. Microfilming not required	Paper Digital		<input type="checkbox"/>
HR 11-007	Information in HR Personnel Software (Software contains Employee's name, address, occupation, pay rate, hours worked, pay, Accrual Balance upon Separation)	<u>Non-Permanent</u> 10 years after termination	Paper		<input type="checkbox"/>
IT 11-001	User files including databases, spreadsheets, documents, and presentations	<u>Non-Permanent</u> Retain until superseded, obsolete, or replaced. NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
IT 11-002	Policies including those covering access & security, systems development	<u>Non-Permanent</u> Retain until superseded, obsolete, or replaced. NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
IT 11-003	Information on data processing equipment, software, and vendors	<u>Non-Permanent</u> NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
IT 11-004	User guides, training materials, flowcharts, program descriptions and documentation	<u>Non-Permanent</u> Retain until superseded, obsolete, or replaced. NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
IT 11-005	Data documentation including records created during development or implementation of systems as well as technical documentation	<u>Non-Permanent</u> 2 years after discontinuance of system and until all data is destroyed or transferred to new operation environment then destroyed.	Paper/ Electronic		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
IT 11-006	Text Files, including databases, documents, spreadsheets	Non-Permanent NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
IT 11-007	Hardware/Software Documentation	Non-Permanent NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
IT 11-008	Data Disaster Preparedness and Recovery Plans	Non-Permanent Retain until superseded, obsolete, or replaced. NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
IT 11-009	System Backup Files	Non-Permanent Retain for 1 Month and Recycle	Electronic/ Tape		<input type="checkbox"/>
IT 11-010	Computer/Network Usage Files (files, logs created to monitor computer system/Network usage)	Non-Permanent NLAV/NFA	Electronic		<input type="checkbox"/>
IT 11-011	Help Desk telephone logs and reports including database files or spreadsheets	Non-Permanent NLAV/NFA	Electronic		<input type="checkbox"/>
All 11-001	Correspondence scanned and added to all case files converted to digital cases	Non-Permanent Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 3 years Microfilming not required	Paper Digital		<input type="checkbox"/>
All 13-002	Transitory records including all content on web pages, blogs, social networking sites, text, instant messages, voicemail, telephone messages, post it notes, bulletins, postcards, notices, calendars, blank forms, copies of documents, fax, notes & other limited documents that serve to convey information of temporary importance in lieu of oral communication	Non-Permanent NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
All 13-003	Certified Mail Receipts	Non-Permanent NLAV/NFA	Paper		<input type="checkbox"/>
WPD 11-001	Workforce Development Reports (including monitoring, data collection, administrative, partner)	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
WPD 11-002	Workforce Development Customer Case Files (including files kept by onsite Partners while under contract)	Non-Permanent Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 3 years Microfilming not required	Paper Digital		<input type="checkbox"/>

2014-2015 Local Government Records Schedule



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
WPD 11-003	Memorandum of Agreement (MOA)	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
BP 13-001	Benefits Plus Fraud & Overpayment Case Files (Verification Section pulled before destruction of digital file)	Non-Permanent Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 3 years Microfilming not required	Paper Digital		<input type="checkbox"/>
BP 13-002	Benefits Plus Customer Case Files (Including Child Care, Transportation) (Verification Section pulled before destruction of digital file)	Non-Permanent Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 3 years Microfilming not required	Paper Digital		<input type="checkbox"/>
BP 11-003	IEVS Delinquency List	Non-Permanent Retain 6 months	Paper/ Electronic		<input type="checkbox"/>
BP 11-004	IEVS Alert List	Non-Permanent Retain 6 months	Paper/ Electronic		<input type="checkbox"/>
BP 11-005	IEVS record destruction log	Non-Permanent Retain 6 months	Paper/ Electronic		<input type="checkbox"/>
BP 11-008	Verification information concerning FTLBSA UC	Non-Permanent NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
BP 13-007	ODHS Reports (4200, 4208, 4235) **4230 is obsolete**	Non-Permanent 5 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 5 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
BP 13-008	BV Fraud Tracking System (Access Database used to complete the 4200 report)	Non-Permanent Data will be maintained electronically for 5 years. Database subject to revisions.	Electronic		<input type="checkbox"/>
BP 13-009	Benefits Plus Transportation Database (Access Database used to complete the 4208 report)	Non-Permanent Data will be maintained electronically for 5 years. Database subject to revisions.	Electronic		<input type="checkbox"/>
BP 13-010	Reports from CTRL DVBIO	Non-Permanent NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
BP 13-011	DDU Settlement Agreement List (Sent to State Medicaid Office)	<u>Non-Permanent</u> 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
BP 13-012	Voter Registration Training Reports (Sign in sheets)	<u>Non-Permanent</u> 2 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 2 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
BP 13-013	Health Check/PFS Training Reports (Sign in sheets)	<u>Non-Permanent</u> 2 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 2 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
BP 13-014	PFS Quarterly Reports (JFS0353P)	<u>Non-Permanent</u> 5 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 5 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
BP 13-015	Returned Food Stamp Card Log	<u>Non-Permanent</u> Retain 1 year	Paper		<input type="checkbox"/>
BP 13-016	Index of CRISE Cases (Caseworker quick reference tool. Official information in CRISE system)	<u>Non-Permanent</u> NLAY/NFA	Paper		<input type="checkbox"/>
BP 13-017	Voter Registration Cover Sheet (Agency based registration voter registration transmittal form JFS7218) Forms are sent to Board of Elections	<u>Non-Permanent</u> 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
CG 13-001	Duplicate Receipts (copies of KidStar receipts/payments posted to Child Support Payment system)	<u>Non-Permanent</u> 1 year. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
CS 11-002	Monthly reconciliation spreadsheet (sent to accounting)	Non-Permanent 1 year	Electronic		<input type="checkbox"/>
CS 11-003	ADFG Distribution Sheets/Cards	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper/ Electronic Digital		<input type="checkbox"/>
CS 13-004	State/Federal Reports (Annual FTE Report 4234)	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
CS 13-005	Agency Plans ***OBSOLETE*** ***No Records Exist*** ***Removing from Schedule***	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
CS 13-006	Child Support Contracts ***Merged with AD12-003*** ***All Contracts kept by Admin*** ***Removing from Schedule***	Non-Permanent 3 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 3 years provided audited Microfilming not required	Paper Digital		<input type="checkbox"/>
CS 13-007	Child Support Case Files (Financial history is removed before destruction of digital file)	Non-Permanent Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 3 years. Microfilming not required	Paper Digital		<input type="checkbox"/>
CS 11-008	Reports Generated by SETS/Chf-D (including FTR/DDI)	Non-Permanent NLAV/NFA	Paper/ Electronic		<input type="checkbox"/>
CS 11-009	Rollodex cards of Child Support Cases	Non-Permanent NLAV/NFA	Paper		<input type="checkbox"/>
CS 13-010	Payment History (Records of CS payments prior to implementation of SETS)	Non-Permanent 20 years provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after 20 years provided audited. Microfilming not required	Paper Digital		<input type="checkbox"/>



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(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
CS 13-011	Various Policy/Procedures (Internal policy/procedures for employees)	<u>Non-Permanent</u> Retain until superseded, obsolete or replaced. NLA/NFA	Paper/ Electronic		<input type="checkbox"/>
SS 11-001	Adoption Case File	<u>Permanent</u> Paper may be destroyed 30 days after Microfilmed Digital may be destroyed 30 days after Microfilmed	Paper Digital Microfilm		<input type="checkbox"/>
SS 11-002	Family & Children Services Case File	<u>Permanent</u> Paper may be destroyed 30 days after Microfilmed Digital may be destroyed 30 days after Microfilmed	Paper Digital Microfilm		<input type="checkbox"/>
SS 11-003	Childcare Provider Case File	<u>Non-Permanent</u> Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 3 years. Microfilming not required	Paper Digital		<input type="checkbox"/>
SS 11-004	Foster Family Home Case Files	<u>Non-Permanent</u> 3 years after closure provided audited. Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 3 years. Microfilming not required	Paper Digital		<input type="checkbox"/>
SS 11-005	Family & Children Services Meeting Minutes	<u>Non-Permanent</u> 1 year.	Paper		<input type="checkbox"/>
SS 11-006	Log sheet of referrals (also kept in SACWIS)	<u>Non-Permanent</u> 1 year.	Paper		<input type="checkbox"/>
SS 11-007	Adult Protective Case Files	<u>Non-Permanent</u> 5 years after closure. Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 5 years. Microfilming not required	Paper Digital		<input type="checkbox"/>
SS 11-008	Contracts with Providers (including out of Home Placement)	<u>Non-Permanent</u> 3 years after expiration Paper may be destroyed 30 days after digitized Digital may be destroyed 5 years after expiration Microfilming not required	Paper Digital		<input type="checkbox"/>
SS 12-009	Foster Care/Adoption Benefits Case Files	<u>Non-Permanent</u> Paper may be destroyed 30 days after digitized. Digital may be destroyed after closed for 3 years. Microfilming not required	Paper Digital		<input type="checkbox"/>



Ohio Historical Society
State Archives of Ohio
Local Government Records Program
880 E. 17th Avenue
Columbus, Ohio 43211-2407

Page 1 of 2



RECORDS RETENTION SCHEDULE (RC-2)

See instructions before completing this form.

Section A: Local Government Unit

Clark County Electoral Office / Depts.
(local government entity) (unit)
Megan Lokai Megan Lokai Clerk 9/4/13
(signature of responsible official) (name) (title) (date)

Section B: Records Commission

Clark County 937-521-2006
Records Commission (telephone number)
50 E. Columbia St., Springfield 45502 Clark
(address) (city) (zip code) (county)

To have this form returned to the Records Commission electronically, include an email address: mlakai@clarkcountyohio.gov

I hereby certify that our records commission met in an open meeting, as required by Section 121.22 ORC, and approved the schedules listed on this form and any continuation sheets. I further certify that our commission will make every effort to prevent these records series from being destroyed, transferred, or otherwise disposed of in violation of these schedules and that no record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. This action is reflected in the minutes kept by this commission.

Carmen Kiehl September 4, 2013
Records Commission Chair Signature Date

Section C: Ohio Historical Society - State Archives

Connie Connor Suplt. Records Archivist 9/17/13
Signature Title Date

Section D: Auditor of State

Martin E. McBride 9-25-13
Signature Date

Please Note: The State Archives retains RC-2 forms permanently.
It is strongly recommended that the Records Commission retain a permanent copy of this form.

Section E: Records Retention Schedule

(local government entity)		(unit)			
(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or OHS-LGRP	(6) RC-3 Required by OHS- LGRP
13-260	Tuition reimbursement requests/documents	7 years	Paper/ electronic		<input type="checkbox"/>
13-261	Underground Storage Tank Log	Life of Storage Tank	Paper/ Electronic		<input type="checkbox"/>
13-262	Uniform Record	3 years + audit	Paper		<input type="checkbox"/>
13-263	Vehicle Maintenance Records	Sold Vehicle	Paper		<input type="checkbox"/>
13-264	Vehicle Mileage Records	Sold Vehicle	Paper		<input type="checkbox"/>
13-265	Vendors Catalogues	No longer of admin value	Paper		<input type="checkbox"/>
13-266	Visitors log/sign in sheet	No longer of admin value	Paper		<input type="checkbox"/>
13-267	Voicemail messages	No longer of admin value	Paper		<input type="checkbox"/>
13-268	Voicemail system documentation	Life of system	Paper		<input type="checkbox"/>
13-269	Voucher Registers	3 years + audit	Paper		<input type="checkbox"/>
13-270	Vouchers	3 years + audit	Paper		<input type="checkbox"/>
13-271	Wage rate tables	2 years	Paper/ Electronic		<input type="checkbox"/>
13-272	Warrant Registers	3 years + audit	Paper		<input type="checkbox"/>
		Audited means: the years encompassed by the records have been audited by the Auditor of State and the audit report has been released pursuant to Sec. 117.26 O.R.C.			<input type="checkbox"/>

Revised January 2013

Section VI. Sample Contract/Subgrant Agreement

(NOTICE: Additional Contract/Subgrant clauses may be included after award and during contract negotiation dependent upon the funding stream and contract/subgrant type (i.e. Construction))

SAMPLE CONTRACT/SUBGRANT AGREEMENT

RECITALS;

The Board of County Commissioners of Clark County ("BOCC") has statutory authority to enter into Contracts and Subgrant agreements on behalf of the County;

It is the purpose of Clark County Department of Job & Family Services ("Department") to promote safety, strengthen families, and empower people through the provision of direct services and through collaboration with and purchase of services from other community agencies;

The powers and duties of the Department are, and shall be exercised and performed, under the control and direction of the BOCC;

(Name of Vendor/Sub recipient) ("Subgrantee/Contractor") provides _____.

The BOCC, Department, and Subgrantee/Contractor will throughout this amendment occasionally be collectively referred to as the "Parties".

(Subgrant Only) The Department serves as the pass-through entity of federal funds for the purpose of this Subgrant agreement;

This Subgrant/Contract is made and entered into on _____, 2015 between the Parties.

The Parties therefore, hereby agree to the following:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

(Subgrant Only) "Pass-through entity" means a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.

B. Purpose of Subgrant/Contract Agreement

The purpose of the Subgrant/Contract agreement is to state the covenants and conditions under which the Subgrantee will provide (Services to be provided).

C. Value and Terms of Subgrant/Contract Agreement

Contract/Subgrant Agreement Value: Expected budget is an amount not to exceed (Amount), provided the Department receives sufficient allocations from the State.

Contract/Subgrant Agreement Terms: (Dates)

D. Award Information (***SAMPLE FUNDING STREAM USED – TANF***)

CFDA Title and Number: TANF 93.558

Award Name: Temporary Assistance for Needy Families

TANF Purpose: To prevent out of wedlock pregnancies, and encourage the formation and maintenance of two-parent families.

Name of Federal Agency: U.S. Department of Health and Human Services

Program Authorizing Legislation: Social Security Act, Title IV, Part A, as amended; Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33.

E. Obligations of the Subgrantee/Contractor

The Subgrantee/Contractor agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

The Subgrantee/Contractor shall not perform in any way inconsistent with the terms of this Subgrant/Contract agreement except as approved, in writing, by the BOCC. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the BOCC.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The parties agree that reimbursement of all costs will be dependent upon Subgrantee/Contractor performance in the delivery of services specified in the approved budget appearing as Submittal A attached. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by the BOCC, the Department, and the Subgrantee/Contractor. Payment shall be made on a unit cost, fee for service, reimbursement basis. The unit cost represents a true measure of the actual cost of providing the number of units of service included in this Subgrant/Contract Agreement. Unit cost subgrantees/contractors may be asked to reconcile revenue against the total actual expenditures and reimburse the Department for over-budgeted expenses on a quarterly basis. In addition, Subgrantee/Contractor may be eligible for incentive payments based on its completion of certain deliverables and outcomes as specified in Appendix V.

All requests for reimbursement must be itemized according to the budget line items specified in Submittal A of this subgrant/contract agreement. Subgrantee/Contractor shall act in good faith and make reasonable efforts to maintain documentation supporting all subgrant agreement expenses and to avoid exceeding the amounts listed in the budget line items. If necessary to accomplish the purpose of the subgrant/contract agreement, one or more of Subgrantee's/Contractor's expenses may exceed the amounts listed in the budget line items, provided that Subgrantee/Contractor shall not exceed any line item by more than 10%. If Subgrantee/Contractor determines that any such expense might exceed the budget line item by more than 10%, Subgrantee/Contractor must obtain written approval from the Department prior to incurring the expense. **In no event shall the full subgrant/contract agreement value be exceeded unless authorized by an amendment to the subgrant/contract agreement.** Payment for any expense submitted in violation of any of Subgrantee's/Contractor's obligations under this paragraph shall not be deemed a waiver of such obligations by the Department or the County. Subgrantee's/Contractor's failure to comply with any such obligation may result in the denial of the reimbursement request or recovery of the funds by the Department, County, State, and/or federal government.

The Subgrantee/Contractor shall provide a monthly invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include a description of services provided, the dates of service, and a description and amount of any incentive earned. Subgrantee/Contractor shall follow the Sample Invoice, included in this agreement as Appendix IV. If the invoice is not received by the CCDJFS within the 30 day deadline, the Subgrantee/Contractor agrees to and is bound by the following percentage removals. Furthermore, the Subgrantee/Contractor agrees that the percentage removal amounts shown are not penalties nor are they unreasonable. The Subgrantee/Contractor also agrees that the below percentages represent and fair and reasonable rate. :

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

The total amount of the original invoice will be counted towards the remaining subgrant/contract balance, even when a percentage is removed. The final invoice must be submitted within 60 days of the end of the subgrant/contract period of the CCDJFS may not issue payment for the final invoice.

B. Maximum Compensation

The Subgrantee/Contractor agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$USD, or (2) the amount equal to the total number of units of service at \$USD per unit, with an additional possible incentive of \$USD. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$USD.

ARTICLE IV ACCESS TO RECORDS

In accordance with Ohio Administrative Code Rule 5101:9-9-21, at any time, during regular business hours, with reasonable notice and as often as the BOCC, the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the BOCC or the Department may deem necessary, Subgrantee/Contractor shall make available to any or all of the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Subgrant/Contract Agreement. The BOCC, the Department, and the above named parties shall be permitted by the Subgrantee/Contractor to inspect, audit, make excerpts, photo static copies or electronic means of duplication and/or transcripts of any and all documents relating to all matters covered by this Subgrant/Contract Agreement. The BOCC and the Department also reserve the right to inspect any and all documents relating to all matters covered by this Subgrant/Contract Agreement either on the Subgrantee's/Contractor's premises, or if necessary on the premises of the BOCC or the Department. Subgrantee/Contractor must maintain all required records applicable to this Subgrant/Contract Agreement for a minimum of three years after an audit is conducted and all pending matters are closed. In addition, this requirement shall apply to all subcontracts relating to this Subgrant/Contract Agreement. Prior to the destruction of records, the Subgrantee/Contractor, or subcontractor through the Subgrantee/Contractor, shall contact the Department to obtain written notification that records may be destroyed. Failure to comply with records retention policies may result in an audit finding for unsubstantiated and questioned Subgrant/Contract Agreement activities and the Subgrantee/Contractor shall assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Subgrantee/Contractor.

ARTICLE V TIME OF PERFORMANCE

This Subgrant/Contract Agreement shall become effective upon execution by the BOCC and the Department as of February 1, 2015. The services of the Subgrantee/Contractor are to commence immediately and all costs allowable under the Subgrant/Contract Agreement shall be incurred no later than January 31, 2016.

ARTICLE VI BONDING AND INSURANCE

The Subgrantee/Contractor shall present current certificates prior to commencement of this Subgrant/Contract Agreement, and shall maintain during the term of this Subgrant/Contract Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. The Board of Clark County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident. *(Only required when the contract/subgrant calls for providing licensed professional services, i.e. "brain work" or "design-build work.")*
- g. Liability coverage for abuse and molestation in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. *(Only required when the contract/subgrant requires the provider to directly work with children outside of parental or agency supervision.)*

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Subgrantee's/Contractor's failure to maintain current insurance certificates at any time during the duration of the Subgrant/Contract Agreement shall be deemed a breach of the Subgrant/Contract Agreement. In the event of such breach, the County shall have the right to withhold any further payment(s) due to

Subgrantee/Contractor and to terminate the Subgrant/Contract Agreement immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Subgrantee/Contractor until the Subgrantee/Contractor presents current certificates. In the event that the Subgrantee/Contractor fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the Subgrant/Contract Agreement in accordance with the above paragraph.

ARTICLE VII INDEMNIFICATION

- A. The Subgrantee/Contractor understands and agrees that it is an independent Subgrantee/Contractor and agrees to indemnify and hold the County, Department, and State harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of Subgrant/Contract Agreement or the acts or omissions of the Subgrantee/Contractor.
- B. The Subgrantee/Contractor shall indemnify and hold the County, Department, and State harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at the Subgrantee's/Contractor's premises or while child(ren) are in the care and control of the Subgrantee/Contractor, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.
- C. The Subgrantee shall assume full responsibility for and shall indemnify the County, Department, and State for any damage to or loss of any County, Department, or State property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the Subgrantee/Contractor or any employee, agent or representative of the Subgrantee/Contractor.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by the Subgrantee/Contractor, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this Subgrant/Contract Agreement except for reduction unrelated to the provisions or purposes herein stated. The Subgrantee/Contractor shall certify that any costs incurred pursuant to the Subgrant/Contract Agreement will not be included as a cost of any other federally financed program in either the current or a prior period. The federal funds disbursed as a result of this Subgrant/Contract Agreement shall not be used as match to any other federal funding stream unless prior written approval is obtained by the Subgrantee/Contractor from the Department.

ARTICLE IX CONFLICT OF INTEREST

The Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the BOCC, the Department, or projects or programs funded by the BOCC or the Department, has any

personal financial interest, direct or indirect, in this Subgrant/Contract Agreement. The Subgrantee/Contractor further covenants that in the performance of this Subgrant/Contract Agreement, no person having such conflicting interest shall knowingly be employed by the Subgrantee/Contractor. Any such interest, on the part of the Subgrantee/Contractor or its employees, when known, must be disclosed in writing to the Department.

ARTICLE X MODIFICATIONS

Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XI TERMINATIONS

A. Termination for the Convenience of the BOCC

The BOCC may terminate this Subgrant/Contract Agreement when it is determined by the BOCC to be in its best interest to do so, by giving at least thirty (30) days advance notice, in writing, to the Subgrantee/Contractor. The BOCC may, at its discretion, immediately terminate this Subgrant/Contract Agreement if it determines, in good faith, that the purpose or performance of this Subgrant/Contract Agreement would result in a violation of the Ohio Ethics Law and related statutes. The Subgrantee/Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination, except to the extent that such compensation would be prohibited by law, including, but not limited to Ohio Revised Code Section 2921.42(H).

B. Termination for the Convenience of the Subgrantee/Contractor

The Subgrantee/Contractor may terminate this Subgrant/Contract Agreement at any time by giving at least thirty (30) days advance notice, in writing, to the BOCC and the Department. The Subgrantee/Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

ARTICLE XII WAIVERS

The Department's or the County's failure to seek compensation or any other remedy for breach, or to insist upon strict performance of any covenant or condition of this Subgrant/Contract Agreement shall not prevent the Department or the County from seeking compensation or insisting upon strict performance for a future breach of the same or another provision.

ARTICLE XIII SUBCONTRACTOR APPROVAL

Sub-contracting will be permitted. Furthermore, Sub-grantee shall not sub-contract with any person or organization to the extent that a conflict of interest would arise, whether real or apparent. When sub-contracting for services under this agreement, the sub-grantee must follow all procurement federal and State laws, mandates, and requirements as outlined in 45 CFR 92.36 (U.S. Department of Health and Human Services), 29 CFR 97.36 (U.S. Department of Labor), 7 CFR 3016.36 (U.S. Department of Agriculture), and Ohio Administrative Code 5101:9-4-07 & 5101:9-4-07.1.

With respect to any sub-contractor and any other person or entity the sub-grantee will use to do work under this sub-grant agreement, the sub-grantee shall have an ongoing duty to notify the Department of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. The sub-grantee shall use good faith, reasonable efforts to resolve any such issues to Department's satisfaction. The Department, in its sole discretion, may deny or revoke approval of any sub-contractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law.

The sub-grantee's failure to comply with any of the obligations of this section shall be deemed a material breach of the sub-grant agreement. In the event of such breach, the Department shall provide notice of the breach and may immediately withhold any further payments due and terminate the sub-grant agreement without liability for any such payments. In lieu of termination, the Department may, at its option, choose to withhold any further payments due until the sub-grantee complies with the obligations of this section. Nothing in this sub-grant agreement shall be construed as giving the Department the right to direct or control the work of the sub-grantee or its employees, agents, or sub-contractors. The sub-grantee agrees to indemnify and hold the County harmless from liability for any costs or expenses arising out of the sub-grantee's breach of this sub-grant agreement or a sub-contract, or the acts or omissions of the sub-grantee, its employees, agents, and sub-contractors, including, but not limited to, any payments or damages resulting from any claim, demand, or suit against the County, whether actual or threatened.

ARTICLE XIV ASSURANCES AND CERTIFICATIONS

The Subgrantee/Contractor assures and certifies that:

1. It possesses legal authority to enter into this Subgrant/Contract Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's/Contractor's governing body, authorizing the negotiation and execution of this Subgrant/Contract Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of the Subgrantee/Contractor to act in connection with this Subgrant/Contract Agreement and to provide such additional information as may be required by the BOCC or the Department.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any

application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Clark County Concealed Carry Policy.
6. It is understood by the Subgrantee/Contractor that availability of funds is contingent on appropriations made by the County, State and Federal government.
7. All reports, brochures, literature and pamphlets developed through this Subgrant/Contract Agreement will acknowledge the Department and its role as the funding source for activities and programs of the Subgrantee/Contractor.
8. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Subgrantee/Contractor.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. Subgrantee/Contractor understands and agrees that it has been designated as a subrecipient/Contractor and therefore will be monitored according to all applicable rules and regulations, including the Single Audit Act, by which the Subgrantee/Contractor may be subject to a Circular A-133 Single Audit. The Department will perform an annual risk assessment to determine the level of monitoring of the subrecipient/Contractor.
11. It will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
12. It will submit monthly Soft Services reports, due within 30 days of the end of each month, categorizing expenditures by type and numbers served. It will also submit on a timely basis any other reports required by the County or the State.
13. It will submit quarterly reports, found as Appendix III, due within 30 days of the end of each quarter, showing progress towards achieving the outcomes which are specified in Appendix I, attached. The due dates are May 30, 2015; August 30, 2015; December 30, 2015; and March 30, 2016. It will also submit on a timely basis any other reports required by the State.

14. No staff or volunteer shall be permitted to provide direct services under this agreement without passing a FBI and BCI background check, at Subgrantee's/Contractor's expense, which must be performed in accordance with Ohio Revised Code section 5153.111.
15. All services delivered under this Subgrant/Contract Agreement will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from PRC-eligible participation will be reimbursed through this Subgrant/Contract Agreement.
16. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Subgrantee/Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin, according to federal law.
17. It will, in all solicitation or advertisements for employees placed by or on behalf of the Subgrantee/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.
18. In the hiring of employees for the performance of work under the Subgrant/Contract Agreement or any subcontract, no Subgrantee/Contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the Subgrant Agreement relates.
19. No Subgrantee/Contractor, subcontractor, or person acting on behalf of any Subgrantee/Contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Subgrant/Contract Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
20. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
21. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this Subgrant/Contract Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
22. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

23. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
24. Claims made to the Department for payment for services to eligible individuals do not duplicate claims made by the Subgrantee/Contractor to other sources of public funds for the same service. The services being provided through Subgrantee's/Contractor's program pursuant to this Subgrant/Contract Agreement are not available on a non-reimbursable basis.
25. Nothing in this Subgrant/Contract Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this Subgrant/Contract Agreement supplement and do not supplant existing services. *Supplanting of funds is considered material breach of Subgrant/Contract Agreement, permitting the County to terminate the Subgrant/Contract Agreement.*
26. All fixed assets purchased with funds provided through this Subgrant/Contract Agreement remain the property of the BOCC. Upon termination of the Subgrant/Contract Agreement, the Subgrantee/Contractor may be asked to return equipment and other fixed assets to the BOCC or the Department.
27. It shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. The Subgrantee/Contractor further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
28. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Subgrantee/Contractor further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
29. It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Subgrant/Contract Agreement and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

30. Services will not be provided through this Subgrant/Contract Agreement to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
31. By signing this Subgrant/Contract Agreement, Subgrantee/Contractor certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.
32. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Subgrant/Contract Agreement certifies its exclusion status and that of its principals. Subgrantee/Contractor shall immediately notify the County of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under this subgrant/contract agreement. In the event that Subgrantee/Contractor is placed on the excluded party list at any time, the County shall have the right to terminate this subgrant/contract agreement immediately without additional payment for any services rendered. Subgrantee/Contractor shall reimburse the County for any loss, costs, or expenses resulting from Subgrantee's/Contractor's inclusion on the excluded parties list or Subgrantee's delinquent federal debt.
33. For purposes of chapter 145 of the Ohio Revised Code, if Subgrantee/Contractor is an entity engaged in business and Subgrantee/Contractor has five or more employees, any individual employed by Subgrantee/Contractor who provides personal services to the County is not a public employee.

This Subgrant/Contract Agreement includes the following appendices:

(THIS IS JUST AN EXAMPLE, SOME OF THESE APPENDIX DOCUMENTS MAY OR MAY NOT BE INCLUDED IN THIS SAMPLE, NOR IN THE FINAL)

- | | |
|---------------|--|
| Appendix I | Statement of Work to be Performed |
| Appendix II | Affidavit in Compliance with ORC Section 3517.13 |
| Appendix III | Quarterly Report |
| Appendix IV | Soft Services Report |
| Appendix V | Schedule of Deliverables, Outcomes, and Incentives |
| Appendix VIII | CCDJFS Subgrantee/Contractor Monitoring Risk Assessment Tool |

Submittal A Submittals A1-A3 Budget

The abovementioned appendices and this Subgrant/Contract Agreement instrument shall be considered as the binding document between parties herein mentioned.

This Subgrant/Contract Agreement shall be effective as of (DATE). However, no invoices will be paid until the Subgrant/Contract Agreement is fully executed and funds have been reserved for payment of such invoices.

CLARK COUNTY DEPARTMENT
OF JOB & FAMILY SERVICES

Subgrantee/Contractor

David S. Dombrosky, Director

(Authorized Signature)

Date

Date

CLARK COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

BOARD OF CLARK
COUNTY COMMISSIONERS

By: _____
For D. Andrew Wilson

Nathan Kennedy, County Administrator

Date

Date

Resolution No. _____

APPENDIX I STATEMENT OF WORK TO BE PERFORMED

**(SAMPLE FUNDING SHOWN IS TANF, THIS MAY NOT BE THE FUNDING USED FOR THIS
SUBGRANT/CONTRACT, IT IS MERELY AN EXAMPLE)**

Summary

Summary of the services to be conducted will be provided here.

Subgrant/Contract Period/Funding

Subgrant(s)/Contract(s) is effective (Effective Date), and to conclude no later than (End Date).

This initiative will be funded utilizing Temporary Assistance for Needy Families (TANF), which is a federal funding source, under Code of Federal Domestic Assistance (CFDA) Number 93.558 to achieve TANF Purpose #3- Preventing out-of-wedlock pregnancies and #4- Encouraging and promoting the formation of two-parent families, for a total award of \$USD. The following table indicates the funding schedule to be followed:

	(Dates of Subgrant/Contract)
- \$USD	Unit rate of \$USD/hour for approximately (#) hours (approximately (#) hours/month) total
- \$USD	Paid only upon successful completion of program deliverables and outcomes as determined by the CCDJFS. Specific payment for each deliverable and outcome to be determined

All agency subgrants/contracts are contingent on the availability of funds. If, during the subgrant/contract period, funds are not available for the proposed services, the subgrant/contract will be canceled. The (Contractor/Subgrantee) will be notified at the earliest possible time.

Scope of Work

Scope of work expected and required will be described in this section.

Deliverables

1. Expected Deliverables will be described here.

Outcomes

1. Expected Outcomes will be described here.

APPENDIX II
AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a Subgrant/Contract Agreement for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Clark, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a Subgrant/Contract Agreement for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the Subgrant/Contract Agreement is awarded and extending until one year following the conclusion of the Subgrant/Contract Agreement, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made within the previous 24 months, and that, if awarded a Subgrant/Contract Agreement for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the Subgrant/Contract Agreement is awarded and extending until one year following the conclusion of the Subgrant/Contract Agreement, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

APPENDIX III
Quarterly Reports

CLARK CO. DEPARTMENT OF JOB AND FAMILY SERVICES
QUARTERLY REPORT FOR CONTRACTED SERVICES

Provider (Subgrantor/Contractor):

Reporting Period: ____ Quarter

Project Name (if any):

Progress Toward Meeting Expected Outcomes

Additional Reporting Data (Optional)

Name of Individual Preparing Report:

Position:

Phone number:

E-mail address:

Appendix IV Soft Services Report

CLARK CO. DEPT. OF JOB AND FAMILY SERVICES PRO SOFT SERVICES REPORT
Name of Contractor & Program _____

MONTH OF SERVICE _____
Report Prepared By _____

Categories		Subcategories				
A. Training, Employment and Career Advancement:		1) Employment, Placement & Work Support Services:		2) Education & Training		3) Transportation
Estimated Expenses	\$	Non-Custodial Parents	Adults (Unemployed):	Non-Custodial Parents:	Adults (Unemployed):	Employed: Unemployed:
Total # Served (Population)						
B. Youth Education & Support		1) Before/After School Programs		2) Family and Youth Intervention (includes primary prevention, mentoring, tutoring, peer support, life graduation, counseling)		3) Youth Workforce Preparation & Employment
Estimated Expenses	\$		\$			\$
Total # Served (Population)	Children/Youth:	Adults:	Children/Youth:	Adults:	Non-Custodial Parents:	Youth:
C. Child Welfare and Family Support		1) Family Preservation Support Services		2) Family Reunification Services	3) Kinship Care/Navigator	4) Visitation Centers/ Mediation Services
Estimated Expenses	\$		\$	\$	\$	\$
Total # Served (Population)	Adults: Children/Youth:	Adults: Children/Youth:	Adults: Children/Youth:	Adults: Children/Youth:	Adults: Children/Youth:	N/A
D. Community Development		1) Community & Economic Development		2) Employer Recruitment & Sustainment		
Estimated Expenses	\$		\$			
Total # Served (Population)	N/A		Adults:		Employers:	

CLARK CO. DEPT. OF JOB AND FAMILY SERVICES PRC SOFT SERVICES REPORT
Name of Contractor & Program _____

MONTH OF SERVICE _____
Report Prepared By _____

Categories		Subcategories			
E. Help Me Grow	1) Welcome Home Visits For Newborns	2) Early Start	3) Early Intervention Services	4) Community Outreach	
Estimated Populations	\$	\$	\$	\$	
Total # Served Population	Adults: Children/Youth:	Adults: Children/Youth:	Adults: Children/Youth:	N/A	

K. Out-of-Wedlock Pregnancy Prevention		1) Family Planning Support Clinical and Follow-up Services	2) Education Outreach & Mentoring Services	3) Community Outreach	
Estimated Expenses	\$	\$	\$	\$	
Total # Served Population	Adults: Youth (under 20):	Adults: Youth (under 20):	Adults: Youth (under 20):	N/A	

G. Domestic Violence		1) Shelter Services	2) Personal & Family Support Services	3) Community Outreach	
Estimated Expenses	\$	\$	\$	\$	
Total # Served Population	Adults: Children/Youth:	Adults: Children/Youth:	Adults: Children/Youth:	N/A	