

Grant Number Request - Performance
Auditor's Office
City of Columbus, Ohio

Date: Requested by: Phone #:
 Division:

Grant title:

Grant Period From: To:

Is Grant Required to Earn Interest?:

Government Granting Agency (Original):
 (Pass Through):

Private Granting Agency:

Purpose of Grant:

Catalog of Federal Domestic Assistance Number (CFDA):

Ordinance accepting grant:

Method of Receiving Funds (check box) Reimbursement:
 Advance:

Grant amount: \$	<input type="text" value="76,800.00"/>	%	<input type="text"/>
Fees for service: \$	<input type="text"/>	%	<input type="text"/>
City Share	In-kind: \$	%	<input type="text"/>
	Cash match: \$	%	<input type="text"/>
Total:	\$ <input type="text" value="76,800.00"/>	%	<input type="text" value="0"/>

(Auditor's Office Only)

Grant #

OCA Codes:
 Revenue

Expenditure

- NOTES:**
1. Attach copy of the grant award and application
 2. OCA request forms should be attached.
 3. OCAs will not be assigned until all required documentation has been furnished.
 4. Requests for grant funds from the granting agency **MUST** be submitted to the Receipt Accounting Section of the Auditor's Office so that they may be entered as receivables (ARs).
 5. All expenditures related to the grant **MUST** be expended from the grant.

**OCA Code Request
City of Columbus, Ohio**

Date 5.27.11 Requested by: Steve Hilland Phone # 3315
Recreation and Parks

*New *Change: *Delete:

Revenue- Regular Expenditure- Regular

Department 51 (2 digit department number)

Appn Year 2011

OCA Description Job and Family Services Summer 2011 Work Program

Organization 5101 Appn:

*Fund 286 *Subfund

*PCA (Required for Expenditures) (Capital Projects-governmental)

*Grant/Detail (Grant Detail defaults to 10)

*Project/Detail (Project Detail defaults to 10)

* See key values on next page

(Auditor's Office Only)

Posting Ind
Dept Budget Org Level: (set to organization level)
Dept Budget Fund Level: none
yes Dept Budget Appn Post

By: Steve Hilland Date: 5.27.11

OHIO PURCHASE OF SOCIAL SERVICE CONTRACT

Contract # 25-11-XXXX

CFDA: 16.804
Federal Agency: Department of Justice
Award Name: Edward Bryne Memorial Justice Assistance Grant (JAG) under the American Reinvestment Recovery Act (ARRA)

**THE FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT WITH
Columbus Recreation and Parks**

This contract is made and entered into on July 5, 2011, by and between the Board of Commissioners of Franklin County, Ohio, on behalf of the Franklin County Department of Job and Family Services (FCDJFS) and Columbus Recreation and Parks doing business at 1111 E. Broad Street, Columbus, Ohio 43205 (hereinafter referred to as "Vendor").

Background Information

- A. Pursuant to the Ohio Administrative Code (OAC) and rules promulgated by the Ohio Department of Job and Family Services (FCDJFS), the Franklin County Department of Job and Family Services (FCDJFS) is authorized to contract with public and private organizations for the purchase of Transitional Work under the Roadmap to Re-Entry Program
- B. FCDJFS desires to enter into this Purchase of Service Contract with the Vendor in order to assist the Franklin County Office of Homeland Security and Justice Programs to support a broad range of activities to prevent and control crime and to improve the criminal justice system.

Provisions.

Scope of Work: Columbus Recreation and Parks will employ up to 20 individuals from the Roadmap to Reentry Program for transitional employment. Each individual will be hired for a period of twelve (12) weeks. Under this agreement only wages will be paid at a rate of \$8.00 per hour as identified in Article I-D, Cost and Delivery of Purchased Services

ARTICLE I: TIME, DELIVERABLES, COMPENSATION, AND REPORTING

A. PURCHASE OF SERVICE: Subject to terms and conditions set forth in this Contract, including the appendices outlined in Article 5 Appendices L below, which are on file at FCDJFS and available for review by the Vendor, the Vendor agrees to furnish those specific services detailed in this Contract.

B. CONTRACT PERIOD: This Contract shall be effective from the date on which this Contract is approved and signed by the Board of Commissioners, on behalf of FCDJFS (the "Effective Date") and shall continue for a period of one (1) year from the Effective Date, unless otherwise terminated. The contract period may be extended for up to 12 months upon the same terms and conditions set forth herein if there is mutual consent of the parties that is documented in writing, but such extension right will still be contingent upon the availability of funding.

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

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

Allowable Units of Service to be paid under this Contract from July 5, 2011 to October 31, 2011 not to exceed the total contract amount

	<u>UNITS OF SERVICE</u>	<u>TOTAL COST</u>
Wages	\$3,840.00	\$76,800.00
	Total Value of Contract	
		\$76,800.00

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

The VENDOR expressly understands that FCDJFS will not compensate the VENDOR for any work performed prior to notification from FCDJFS, and the Vendor expressly understands that FCDJFS shall not compensate the VENDOR for any work performed after the termination date set forth in this Contract or in the event this Contract is terminated pursuant ARTICLE III-E, *Termination and Suspension*.

F. ELIGIBLE PARTICIPANT: The eligibility of individuals to participate in the Roadmap to Reentry Employment Program will be determined in accordance with the policies and procedures established by the FCDJFS, which will be communicated to the Vendor prior to the Vendor incurring any expenses under this Contract. The Vendor shall provide Purchased Services only for those individuals determined eligible by FCDJFS as ex-offenders determined job ready for Internship or Transitional employment.

G. INVOICING: The Vendor shall bill monthly and the invoice shall be received by FCDJFS no later than fifteen (15) calendar days following the month of service. The Vendor will use the invoice format provided by FCDJFS. The invoice summary will show the date of the invoice and the period for which the services billed were rendered. Invoices may be submitted only for actual services provided during the effective dates of the Contract, not to exceed the total dollar amount authorized by FCDJFS and must reflect the approved wage rate for each individual hired as detailed in ARTICLE I-D, *Cost and Delivery of Purchased Services*. The Vendor must certify that claims made to FCDJFS for payment of purchased services are for actual services rendered to eligible individuals and are for the completion of contracted performance measures/standards.

FCDJFS shall review the submitted invoice for completeness and accuracy before making payment within thirty (30) days after approval, contingent upon the availability of federal, state, and local program funds. The expenditures reported on the invoice are subject to review by FCDJFS before payment is made. The Vendor hereby authorizes FCDJFS to adjust for mathematical errors, incorrect unit rates, or non-covered services and agrees that FCDJFS shall not reimburse the Vendor for services that do not have prior authorization, exceed the authorization, or exceed the maximum dollar amount of the contract.

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

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

I. REPORTING: The Vendor will provide reports to FCDJFS regarding Purchased Services provided on a schedule specified by FCDJFS. Reporting may be required via electronic media. Reporting categories will be provided by FCDJFS. The Vendor shall also submit a written report to FCDJFS summarizing actual expenses on per employee hired under this Contract using the format provided by FCDJFS. Each expenditure report is due no later than thirty (30) days following the end of the quarter.

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

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

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

ARTICLE II: PROCUREMENT, AND AUDIT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Columbus Recreation and Parks
Alan D. McKnight Director
1111 E. Broad Street 2nd Floor
Columbus, Ohio 43205

Franklin County Department of Job and
Family Services
Anthony S. Trotman, Director
80 East Fulton Street
4th Floor
Columbus, OH 43215

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

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

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

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

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

In the event of suspension or termination under this ARTICLE III, *Notices, Amendments, Breach, Suspensions, and Terminations*, the VENDOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE I-G, *Invoicing*, for the work performed prior to the VENDOR's receipt of notice of suspension or termination. Compensation will be calculated by FCDJFS based on the compensation structure set forth in ARTICLE I-D, *Cost and Delivery of Purchased Services*, less any funds previously paid by or on behalf of FCDJFS, or in the case of services for which VENDOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by FCDJFS, less any funds previously paid by or on behalf of FCDJFS. Vendor understands that in the case of suspension/termination by FCDJFS the vendor is not required to terminate the employee(s) hired under this contract but that payment by FCDJFS for any costs to said employee(s) will cease.

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

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

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

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

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

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

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

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

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

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

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

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

G. INDEMNITY AND INSURANCE:

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

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

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

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

ARTICLE V: CERTIFICATIONS AND ASSURANCES MADE BY VENDOR

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

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

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

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

A. DECLARATION OF MATERIAL ASSISTANCE/ NON-ASSISTANCE: The VENDOR certifies that the VENDOR, its principals, affiliated groups, or persons with a controlling interest in the VENDOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization

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

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

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

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

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

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

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

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

H. USE OF FUNDS TO INFLUENCE LEGISLATION OR PROSETLIZATION: The VENDOR agrees that it shall not use any funds provided under this Agreement for publicity or propaganda purposes designed to support or defeat legislation pending before any legislative body or for inherently religious programs, activities, or services.

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

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

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

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

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

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

Appendix A – Clarification of Terms

Appendix B – Roadmap to Re-Entry Hire Verification Form

Appendix C – Declaration of Material Assistance/Non-Assistance to a Terrorist Organization for Government Business and Funding Contracts (HLS 0038)

Appendix D – Excluded Parties List System Search Results

Appendix E – Auditor of State – Unresolved Findings for Recovery Certified Search results

Appendix F – Certificate of Continued Existence or Certificate of Good Standing from the Ohio Secretary of State

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

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

BY: _____
Marilyn Brown, President

BY: _____
Paula Brooks, Commissioner

BY: _____
John O'Grady, Commissioner

(Columbus Recreation and Parks)
BY: _____
Authorized Representative

Printed Name

AGREEMENT APPROVED AS TO FORM:

RON O'BRIEN
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

DATE OF SIGNATURE: _____, 2011

BY: _____
Assistant Prosecuting Attorney

Title

Address