



Board of Commissioners:
Pat DeWine, David Pepper, Todd Portune
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REQUEST FOR PROPOSALS

FOR

**SUMMER YOUTH EMPLOYMENT
CAREER CAMP INITIATIVE**

Bid # RFP 07- 018

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(December, 2007)

RFP CONFERENCE: December 13, 2007 (1:00 p.m.)

Place: Hamilton County Job & Family Services

6th Floor, Room 6SE 401

222 E. Central Parkway

Cincinnati, OH 45202

Due Date for Proposal Submission: January 23, 2008

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REQUEST FOR PROPOSAL (RFP) FOR SUMMER YOUTH EMPLOYMENT CAREER CAMP INITIATIVE

MISSION STATEMENT

We, the staff of the Hamilton County Department of Job and Family Services, provide services for our community today to enhance the quality of living for a better tomorrow.

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals for the purchase of service from youth serving organizations to develop and provide Summer Career Camp activities as outlined in the Scope of Services for Temporary Assistance for Needy Families (TANF) and Prevention, Retention and Contingency (PRC) eligible youth.

Summer Career Camps should provide exposure to local, upcoming high demand employment fields and offer innovative educational remediation programs that will allow youth to have positive academic and workplace skill gain. Each youth participating in this Summer Youth Employment Program (SYEP) may be paid at a rate equal to minimum wage for those hours that they are signed in, documented as present, and, in the opinion of the Provider, meaningfully engaged in the program. The selected Provider(s) shall have discretion to define “meaningfully engaged” and to define the criteria they would use to expel youth from the program. At a minimum, any definition of “meaningful engagement” shall include references to attendance, participation, and progress. Comprehensive documentation of youth participation must be maintained for all hours a youth is paid for. Youth must be paid no less

frequently than monthly. The Provider(s) must have a written agreement in place with each enrolled youth speaking to all terms related to those payments including, but not limited to enrollment criteria, expulsion criteria, standards for “meaningful participation”, taxes, the status of payments as wages or stipends, unemployment and workers compensation.

HCJFS may choose to select one or multiple Providers to deliver this service. Each proposal must be adequate to stand on its own merits in providing a comprehensive Summer Career Camp curriculum for each participating youth. Sample curriculum is provided in section 1.2. Each proposal must explain how each youth will be meaningfully exposed to no fewer than four separate career opportunities under the scope of services of that proposals curriculum. Proposals to provide Career Camp exposure to fewer than four employment fields will not be considered. Proposals that provide more than four opportunities for youth to choose from are welcome and encouraged. Proposals from a consortium of Providers are welcome.

1.2 Scope of Service

The selected Provider(s) shall create Summer Career Camps that will give students the chance to explore careers through hands on activities, meeting employers and visiting job sites. They shall actively engage both youth and their parents in career exploration. Parental involvement shall include vendor solicitation of each parent’s active support of their child’s participation in this initiative. Most important, parental support shall take the form of buy-in in the employability plan that is generated for each youth through this contract. Local employers should be included in planning and presentation of career material to youth. The Summer Career Camps should focus on career fields that are growing locally, well paid and accessible with a two-year post secondary education or less. The Summer Career Camps should also expose youth to employers in these locally growing fields and define for them, and their parents, those academic, social and technical prerequisites that exist for entry into these fields. The Summer Career Camps should also identify the career ladders that exist in each job option.

HCJFS shall not specify industries for proposed Career Camps but a sample of appropriate options include but or not limited to the following. These are examples only whose content is not intended to be limiting or prescriptive:

- **“Manufacturing Exploration”** Youth will explore manufacturing through internet research, product manufacturing, career assessments and field trips. During the camp the students will visit major local manufacturing plants. They will visit Woodward career Technical school, Cincinnati State, The Oaks, and other appropriate manufacturing training sites. They and their parents will be provided with a very specific list of required skills, abilities and certificates that a job seeker will need when entering this field. They will also be provided with a list of qualities that will exclude a job seeker from employment in this field such as criminal history, inability to pass a drug test, etc. Youth will be provided with starting salary ranges for those new to the field, and information about typical career ladders within the field.

- **“Health Care ”**
 - A. Youth will learn about demand occupations in health care.
 - B. Youth will be taught medical terminology and will tour major local medical institutions and training facilities.
 - C. Youth and their parents will be provided with a very specific list of required skills, abilities and certificates that a job seeker will need when entering this field.
 - D. Youth will also be provided with a list of qualities that will exclude a job seeker from employment in this field such as criminal history, inability to pass a drug test, etc. Youth will be provided with starting salary ranges for those new to the field, and information about typical career ladders within the field.

- **"Communication and Call Centers"**

A. Youth will engage in the following activities:

1. Sample the training needed to prepare an adult for an entry level position in the call center industry.
2. Tour a variety of call center operations including a diverse set of wage ranges, required education, call center functions, and operation sizes (Humana, Converges, etc.).

The experience will focus youth on those tangible and intangible qualities demanded by industry employers. Some examples may include but not limited to, communication skills, punctuality, and the capacity to remain at a desk for long periods of time. Youth and their parent's will be provided with a very specific list of required skills, abilities and certificates that a job seeker will need when entering this field. They will also be provided with a list of qualities that will exclude a job seeker from employment in this field such as criminal history, inability to pass a drug test, etc. Youth shall be provided with starting salary ranges for those new to the field, and information about typical career ladders within the field.

- **"Construction & Technology"**

Similar to the items above

- **"Banking"**

Similar to the items above

- **"Automotive/Aviation Service"**

-

Similar to the items above

- **"Security and Law Enforcement"**

Similar to the items above

- **"Culinary Arts"**

Similar to the items above

1.2.1 Population

This opportunity shall be made available to youth who reside in Hamilton County, aged 14-21 who is TANF/PRC eligible and are not enrolled in a WIA funded program. Hamilton County shall fund only those services delivered to TANF/PRC eligible youth with income below 300% of the poverty level (**see Attachment A**). The Provider shall be administratively and financially responsible for determining eligibility (**see Attachments A**) and will retain all associated required documentation. Technical assistance shall be available from HCJFS.

1.2.2 Service Numbers

Approximately four hundred (400) youth were served during the 2006 Summer Youth Employment Program (SYEP) contracts which included eight (8) Providers. The expectation is that the chosen Provider(s) will identify the volume of youth their program is designed to serve.

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

1.2.3 Service Components

Services will be individualized and capitalized on the strengths of the youth and families. Providers shall be prepared to deliver the following to youths participating in this program:

1. Provide to each youth who successfully completes the program a written "career plan" that has been signed off on by that youth and their parent or guardian. A copy of each plan should be retained by the Provider. The plan should specifically identify those steps that youth has identified as appropriate to secure their career goals including but not limited to academic, social, and training activities the youth is planning to engage in. The youth primary goal or goals should also be identified.

2. Recruit appropriate youth and determine eligibility for TANF/PRC. Obtain the signature of parent or guardian on each youth's PRC application form **(see Attachment B)**.
3. Provide youth with a written agreement indicating the hourly rate of pay. Creation of this agreement shall be the responsibility of the selected Provider(s). It shall comply with all relevant state and federal rules related to payment of stipends to youth.
4. Assist families in applying for work permits. Provider is responsible for making sure that all minor wage labor laws are met **(see Attachment C)**.
5. Provide the following:
 - a. For each youth participant, a written wage, or stipend agreement is required.
 - b. Regular supervision of youth participants to explain rules, health and safety standards, orientation, instruction, and training to effectively complete each activity;
 - c. Information to youth participants on grievance and harassment policies;
 - d. Assurance that organization/employer will follow child labor laws; and
 - e. Maintenance of time sheets on youth attendance and work/participation hours.
6. Monitor and document attendance at each activity.
7. Maintain documentation:
 - a. Names of youth determined eligible for TANF/PRC
 - b. A copy of the work permit (if necessary), parental permission, stipend agreement and completed PRC application for audit purposes in youth's case file.
 - c. For each youth enrolled in paid activities, place of activity, position, dates and hours of activity. Documentation shall include youth signature at sign in and sign out daily.
 - d. Activity sites (names, location, types of work, hours, number of youth employed).

8. Link youth to other community based services as needed. These may include, for example, Area 13 WIA Youth providers for year round services.
9. Submit bi-weekly progress reports by the second and fourth Tuesday of each month. HCJFS reserves the right to withhold payment of invoice if program progress reports are not received by HCJFS Program Manager. The format of reports will be provided during contract training. This report provides the current status of the contract progress, that provide information regarding:
 - a. Number of youth determine eligible: number of youth participants.
 - b. Attendance rate (proportion of hour's worked/planned hours).
 - c. Career exploration activities for the period: types of activities, hours, number of youth participants (this includes specific visits and field trips that are related to enriching youth understanding about career goals).
 - d. A narrative that provides highlights of bench marks and special events; also include issues needing to be addressed during the month and any technical assistance required. Likewise include technical assistance and training received during the month.
10. Submit a final report no later than October 15, 2008 that contains the following items, at a minimum:
 - a. The number of youth determined eligible; number of youth participants.
 - b. Attendance rate (weekly proportion of hours attended/planned hours—submit actual spreadsheet that provides weekly rates and overall program rate for each youth enrolled in program).
 - c. Summarize specific career exploration activities, number of youth participants in activities.
 - d. The percentage of youth who transitioned into other youth (including WIA) services, activities or employment for the 2008 – 2009 school year.

Send reports to Kevin Holt, Section Chief, Workforce Development, HCJFS, 237 Wm. Howard Taft Rd., Cincinnati, OH 45219.

11. Provider(s) shall have an interpreter or services available for Limited English Proficiency consumers.

1.2.4 Subrecipient

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

1. Indications of a subrecipient relationship include one or all of the following:

- Provider determines who is eligible to receive what federal financial assistance;
- Provider has its performance measured against whether the objectives of the federal program are met;
- Provider has responsibility for programmatic decision-making;
- Provider has responsibility for adherence to applicable federal program compliance requirements; and
- Provider uses the federal funds to carry out a program of the organization, as compared to providing goods or services for a program of the pass-through entity.

2. Subrecipient Monitoring

Selected Provider will be monitored and evaluated by HCJFS according to OMB Circular A-133.400(d)(3)(4) and OMB Circular A-102.40(a). Program monitoring activities will include, but may not be limited to site visits, program operations, participant eligibility, customer satisfaction, and quality of services provided. Monitor requirements are subject to change at the discretion of HCJFS.

2.0 Proposal Format

To expedite and simplify the process for evaluating proposals, and to assure each proposal receives the same orderly review, it is required all proposals be submitted in the format as described in this section. Each submission must have one (1) original proposal with ten (10) copies, using 12 point Arial Font. Providers are encouraged but not required, to use double sided copies, where possible in their proposal and each page must be numbered sequentially. Proposals must contain all the specified elements of information **without exception**, including all subsection therein. Proposal sections must be numbered corresponding to the following format:

Section 1 - Proposal Cover Sheet

Section 2 - Service and Business Deliverables

Section 3 - Customer Reference

Section 4 - Personnel Qualifications

2.1 Section 1 Proposal Cover Sheet

Each proposal must be signed by both an authorized representative and chief financial officer of Provider and also include the names of individuals authorized to negotiate with HCJFS. The total cost for the initial term **must** be indicated on this page. The signature line must indicate the title or position the individual(s) holds in the company. Any and all unsigned proposals will be rejected. **(See Attachment J)**

2.2 Section 2 Service and Business Deliverables

2.2.1 Program Components

Meet the Scope of Services. Proposals shall include the answers to specific questions below:

1. How many youth will you serve?
2. What breadth and depth of service will each youth receive?
3. How will you ensure necessary eligibility documentation is secured and retained?
4. How will you ensure youth are paid regularly and timely and that those payments correspond to documentation of their participation in supervised Career Camp Activities?
5. How long will the program continue for each youth and for youth in general over the summer?
6. How will these dollars leverage other ongoing academic or employment related community efforts, if at all?
7. What specific assessment/aptitude tool will be used to assess each youth?
8. What specific curriculum will you provide for exposure of each youth to no less than four career fields that meet the criteria below:
 - a. High Demand
 - b. High Wage
 - c. Not necessarily requiring a four year post secondary degree
9. Identify how your proposed curriculum will include the following exposure for youth in each of the identified industries in the RFP?
 - a. Local employers
 - b. Local training institutions
 - c. Wage information
 - d. Required training and certification
 - e. Exclusionary criteria (criminal history, drug testing, etc.)

10. How will you create and implement a career plan in collaboration with each youth served that will be provided to youth and their parents at the end of their involvement in this initiative. What specific tools will you use to do so? The plan will speak to each of the elements of the program identified above.
11. How would you plan for food and transportation assistance for each enrolled youth in need?
12. How would your proposal address enrollment, outreach, and inclusion planning?
13. What efforts have you made to serve as many youth as possible under this program design?
14. Demonstrate your past success delivering services similar to this. Quantify that success.

2.2.2 System and Fiscal Administration Components

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

A. **Contact Information:**

Provide the address for Provider's headquarters and service locations. Include a contact name, address, and phone number.

B. **Agency/Company History:**

Provide a brief history of Provider's organization. Include Provider's mission statement and philosophy of service.

C. **Subcontracts:**

Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as Provider.

D. **Provider's Primary Business:**

State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.

E. **Table of Organization:**

Clearly distinguish programs, channels of communication and the relationship of the proposed purchase of service to the total company.

F. **Insurance and Worker's Compensation:**

A current certificate of insurance, current endorsements and Worker's Compensation verifications.

G. **Job Descriptions:**

For all positions in the program budget.

H. **Program Quality Documents:**

Attach documents which describe and support program quality. Such documents might be the forms used for monitoring, etc.

I. **Agency's/Firm's Brochures:**

Agency's/firm's brochures which describe the services being proposed.

2.2.3 Budget and Cost Considerations

- A. HCJFS anticipates services to youth will begin no later than June 1, 2008 and will continue through August 31, 2008. HCJFS will allow for selected Provider(s) to begin administrative services no earlier than May 1, 2008, and shall end administrative services no later than September 30, 2008. Costs associated with administrative months of May and September, 2008 is expected to be minimal. Provider must submit a budget for the entire five (5) months. Total cost of the project/program is a key factor in the evaluation of the proposals. Provider shall demonstrate total project administrative costs not to exceed fifteen per cent (15%) of the total contract amount. The definition of administrative costs includes general administrative functions, such as:
- a. financial activities (accounting, budgeting, financial and cash management);
 - b. procurement and purchasing functions;
 - c. property management functions;
 - d. personnel management functions;
 - e. payroll functions;
 - f. coordinating the resolution of findings arising from audits, reviews, investigations and incident reports audit functions;
 - g. audit functions; and
 - h. developing systems and procedures related to these general administrative functions.

These administrative costs can be both personnel and non-personnel, both direct and indirect.

Cost must be broken down by type of work as well as classifications of staff, i.e., senior project/program manager vs. lower level position. Total project/program cost must be listed on the Bid Cover Sheet (**see Attachment J**) for the five (5) month term

- B. Provide a budget for the total cost of proposed services using the attached budget format (**see Attachment D**).

- C. Providers must submit a detailed narrative which demonstrates the costs and their relationship to proposed services. You will need to justify cost and give formula by which they were derived. All cost in the narrative should match the line items in the budget.
- D. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization .
- E. For the purposes of this RFP, “**unallowable**” program costs include:
1. The cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 2. Bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 3. Bonding costs;
 4. Contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 5. Contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 6. Entertainment costs for amusements, social activities and related costs for staff only;
 7. Costs of alcoholic beverages;
 8. Goods or services for personal use;
 9. Fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 10. Gains and losses on disposition or impairment of depreciable or capital assets;
 11. Cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 12. Costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in OAC 5101:2-47-25(n);
 13. Losses on other contracts’;

14. Organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
15. Costs related to legal and other proceedings;
16. Goodwill;
17. Asset valuations resulting from business combinations;
18. Legislative lobbying costs;
19. Cost of organized fund raising;
20. Cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
21. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
22. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
23. Cost of insurance on the life of any officer or employee for which the facility is beneficiary;
24. Major losses incurred through the lack of available insurance coverage; and
25. Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code.

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

2.3 Section 3 Customer References

Provider must list at least three (3) references for which services were provided similar in nature and functionality to those requested by HCJFS.

Each reference must at least include:

- A. Company name;
- B. Address;
- C. Phone number & fax number;
- D. Contact person;
- E. Nature of relationship and service performed; and time period of contract.

2.4 Section 4 Personnel Qualifications

For key program and business personnel who will be working with the program, please submit resumes with the following:

- A. Proposed role;
- B. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history; and
- D. Personal reference (company name, contact name and phone number, scope and duration of program). Provider's local program manager must have a minimum of three (3) years experience as a program manager with a similar program.

3.0 PROPOSAL GUIDELINES

3.1 Project Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	December 5, 2007
RFP Conference – 6 th Floor, Room 6SE401 222 E. Central Parkway, Cincinnati, OH 45202	December 13, 2007 1:00 p.m. – 3:00 p.m.
Deadline for Receiving Final RFP Questions	December 14, 2007
Deadline for Issuing Final RFP Answers	December 21, 2007
Deadline for Proposals Received by HCJFS	January 23, 2008
Proposal Review Completed	February 4, 2008
Commencement of Contract	May 1, 2008

3.2 HCJFS Contact Person

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

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

Bev Donald, Contract Services

Hamilton County Department of Job and Family Services

222 East Central Parkway, 3rd floor

Cincinnati, Ohio 45202

3.3 RFP Conference

A RFP Conference will take place on December 13, 2007 at 1:00 p.m. EST Hamilton County Job & Family Services, 6th Floor Conference Room 6SE401, 222 E. Central Parkway, Cincinnati, OH 45202. While attendance is not mandatory, it is highly recommended for each Provider to have a representative attend the RFP Conference. The purpose of the RFP Conference is to answer questions related to the RFP.

All interested Providers must fax or email the **HCJFS Contact Person** prior to the RFP Conference to register, leaving their name, company name, fax number, e-mail address and phone number. The fax number is **(513) 946-2384**. The e-mail address is donalb@jfs.hamilton-co.org.

All answers issued in response to Provider questions become part of the RFP and the RFP process. All communications being mailed, faxed or e-mailed are to be sent only to the **HCJFS Contact Person listed in Section 3.2**.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed to the HCJFS Contact Person. The questions and answers will be distributed at the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. No questions will be accepted after **December 14, 2007 (1:00 p.m.)** The final responses will be faxed or e-mailed on, **December 21, 2007 4:45 p.m. at the close of business**.
- C. Providers who call before and register prior to the RFP Conference or attend and register at the RFP Conference will **automatically** receive copies of questions and answers. Additionally, HCJFS will provide a copy of the questions and answers in response to any requests made by a Provider who contact HCJFS after the RFP Conference, but prior to 11:00 a.m. on January 23, 2008.
- D. All Addendums will be posted on JFS website – www.hcjfs.hamilton-co.org.

3.4 Prohibited Contacts

Neither Provider nor their representatives should communicate with individuals associated with this project during the RFP process. If Provider attempts any unauthorized communication, HCJFS will reject Provider's proposal.

The definition of Individuals associated with this project is further defined as:

- A. Public officials;
- B. HCJFS project manager and his/her staff assigned to the program;
- C. **HCJFS Contact Person** as listed in **Section 3.2**; and
- D. HCJFS staff involved with the RFP development, management and evaluation process.

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to Providers who participate in the process in good faith. Behavior by Providers that violates or attempts to manipulate the RFP process in any way is taken very seriously.

Examples of unauthorized communications are:

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

3.5 Provider Disclosures

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

3.6 Provider Examination of the RFP

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to **Section 3.7 Addenda to RFP**. Clarification shall be given by fax or e-mail to all parties who registered without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to September 10, 2007 of an error in the RFP known to Provider, or of an error that reasonably should have been known to Provider, Provider shall submit its proposal at Provider's own risk. If awarded the contract, Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.7 Addenda to RFP

HCJFS may modify this RFP no later than End of Business (4:45 p.m.), **December 21, 2007** by issuance of one or more addenda to all parties who registered for the RFP or request addendums.

In the event that modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone inquiry are necessary, the HCJFS Contract Person, or designee, will be responsible for contacting only those Providers who registered for the RFP as described in **Section 3.3 RFP Conference**.

3.8 Availability of Funds

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

4.0 Submission of Proposal

4.1 Preparation of Proposal

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

Hamilton County may entertain alternative proposals submitted by Provider that may contain responses that differ from the specifications contained in this RFP. All alternative proposals must still conform to the RFP instructions and outcomes.

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

4.2 Proposal Cost

The cost of developing proposals is entirely the responsibility of Provider and shall not be chargeable to HCJFS under any circumstances. Provider must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Provider's expense.

4.3 False or Misleading Statements

If, in the opinion of HCJFS, such information was intended to mislead HCJFS, in its evaluation of the proposal, the RFP, the proposal will be rejected.

4.4 Provider Representative's Signature

The Cover Sheet shall be signed by both an authorized representative and chief financial officer who are authorized to contractually bind Provider. The signatures must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by HCJFS. All unsigned proposals will be rejected. In submitting a proposal, Provider affirms all statements contained in the proposal are true and accurate.

4.5 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the entire written proposal must be received by the **HCJFS Contact Person** at the address listed in **Section 3.2 HCJFS Contact Person** no later than **11:00 a.m. EST on January 23, 2008.** Proposals received after this date and time will not be considered. Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.6 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

- A. award a proposal received on the basis of individual items, or on the entire list of items'
- B. reject any proposal, or any part thereof; and
- C. waive any informality in the proposals.

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

4.7 Evaluation and Award of Contract

Preliminary Proposal Review

The review process shall be conducted in four stages:

- Stage 1.** A preliminary review to ensure the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP. Proposals which meet Stage 1 requirements described below will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.
- Stage 2.** A thorough review of proposals by Review Committee. Qualified proposals will be given a preliminary score, in accordance with the review process.
- Stage 3.** Review of additional materials, such as references, and, if necessary as determined by Review committee, oral presentations, demonstrations, or written clarification. Modification, as appropriate, of preliminary scores, based on additional information.

Stage 4. Compilation of scores, and determination of winning proposal. Although it is hoped and expected a Provider will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

1. Stage 1 Preliminary Review

Qualified proposals in response to the RFP must meet the following requirements:

- A. Timely Submission – The proposal is received at the address designated in the RFP no later than 11:00 a.m. EST and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall not be considered.
- B. Signed and Completed Cover Sheet

2. Stage 2 Review

All qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS.

Review Committee shall evaluate each provider's proposal and their responses to each component identified in Section 2, Provider's Proposal, any work samples and additional submitted materials using criteria developed by the HCJFS. Ratings will be compiled using a Review Committee Rating Sheet.

Responses to each component will be evaluated and ranked using the following scale based on a score of 100%:

0% Ranking U = Unresponsive

Provider did not respond to the components or the responses reflect no understanding of the requirements.

25% Ranking PR = Poor Response

Provider demonstrates a minimal understanding of the requirements, but does not provide adequate detail or reflects more deficits than strengths.

50% Ranking P = Partially Responsive

Provider demonstrates a minimal understanding of the requirements and provides minimal details.

75% Ranking M = Meets Minimal Requirements

Provider's response reflects a solid understanding of the issues and satisfies all the requirements.

100% Ranking E = Exceeds Requirements

Provider's response is complete and exceeds all requirements.

At the end of Stage 2, a preliminary ranking of Providers will be conducted, based solely on the scoring from this stage.

3. Stage 3 Additional Materials

Review Committee members will determine what additional or clarifying information is required to complete its review process. HCJFS may also consider provider's history and experience in providing similar services and Provider's financial condition. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review. Review Committee may request information from sources other than the written proposal to evaluate provider's programs or clarify Provider's proposal. Other sources of information, may include, but are not limited to, the following:

- A. Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;
- B. Reference Checks;

- C. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. HCJFS reserves the right to video tape the presentations. Provider representatives must include key personnel, who will make the primary presentation.

4. Stage 4 Evaluation

After Stage 2 and 3 are completed, final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Components Evaluation (Section 2.2.1) components A-K are worth a total of 50% of the evaluation score.
- B. Budget and Cost Consideration Evaluation (Section 2.2.3) are worth 35% of the total evaluation score. This section refers to the administrative cost proposed (15 points), budget accuracy (5 points), budget narrative included and correct (5 points), overall budget cost (10 points).
- C. Customer References Evaluation (Section 2.3) is worth 5% of the total evaluation score.
- D. Personnel Qualifications Evaluation (Section 2.4) is worth 10% of the total evaluation score.

4.8 Proposal Selection

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

1. All proposals will be evaluated in accordance with **Section 4.7 Evaluation & Award of Agreement**. The proposal is rated based on the criteria in the RFP.
2. Based upon the results of the evaluation, HCJFS will select a Provider for the services who it determines to be the most responsive and responsible bidder, with price and other factors considered.
3. HCJFS & selected Provider collaborate to finalize details of the Agreement to be executed between HCJFS and Provider using **Attachment E**.

4. If HCJFS and Provider are able to successfully finalize the Agreement, HCJFS will award Provider a contract.
5. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with provider. In such event, HCJFS reserves the right to select another provider from the RFP process, cancel the RFP or reissue the RFP if it is deemed necessary.
6. **The selected Provider will be that party that best meets the criteria outlined below:**
 - a. Demonstrated ability/ Best plan for engaging local employers in focus industries
 - b. Demonstrated ability/ Best plan for engaging youth that is likely to benefit from this effort
 - c. Demonstrated ability/ Best plan for engaging families of participating youth
 - d. Demonstrated ability/ Best plan for getting a comprehensive program in place on or near 6/1/08

4.9 Post-Proposal Meeting

The post-bid meeting process may be utilized only by “Qualified” Providers passing the Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and must be received by HCJFS within five (5) working days after receipt of notification of the decision. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedures on which the request is based. All requests must be signed by an individual authorized to represent Provider and be addressed to the **HCJFS Contact Person** at the address listed in **Section 3.2 HCJFS Contact Person**. Certified or registered mail must be used unless the request is delivered in person, in which case Provider should obtain a delivery receipt.

A meeting will be scheduled within twenty-one (21) calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection. HCJFS has the final decision making authority. HCJFS is under no obligation to approve a proposal as a result of the solicitation if, in the opinion of HCJFS, the proposal is not responsive to the needs of HCJFS and its consumers. Provider requesting the meeting will be notified in writing of HCJFS' decision within 90 calendar days of the scheduled meeting. The administrative decision is final.

4.10 Provider Certification Process

For the selected Provider(s), Provider Certification form (**see Attachment F**) will need to be completed by the Provider and submitted with proposal. The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the contract.

5.0 Terms and Conditions

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

5.1 Type of Contract

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

5.2 Order of Precedence

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

5.3 Contract Period, Funding & Invoicing

A contract will be written for five (5) month term with no renewal options starting May 1, 2008 and running through September 30, 2008.

The contract is intended to reimburse selected Provider(s) on a cost reimbursement basis for authorized services already provided. This contract is funded with TANF dollars. HCJFS will use its best efforts to make payment within thirty (30) days of receipt of timely and accurate invoices and required documentation.

5.4 Confidential Information

HCJFS is required to maintain the confidentiality of consumer information. The sharing of consumer information with HCJFS business partners and service providers is

governed by numerous laws, regulations, policies and procedures. The governing requirements were developed to ensure that confidentiality is maintained and that appropriate security procedures are implemented and followed to address the exchange of information. Any Provider engaging in any service for HCJFS that requires them to come into contact with confidential HCJFS information will be required to hold confidential such information.

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

5.5 Insurance

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

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

Additional insured endorsement;

Product liability;

Blanket contractual liability;

Broad form property damage;

Severability of interests;

Personal injury; and

Joint venture as named insured (if applicable).

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

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

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

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

Additional insured endorsement;

Pay on behalf of wording;

Concurrency of effective dates with primary;

Blanket contractual liability;

Punitive damages coverage (where not prohibited by law);

Aggregates: apply where applicable in primary;

Care, custody and control – follow form primary; and Drop down feature.

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

Provider further agrees with the following provisions:

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

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

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

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

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

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

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

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

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

If any of the work or services contemplated by this Contract is subcontracted, Provider

will ensure that any and all subcontractors comply with all insurance requirements contained herein.

5.6 Declaration of Property Tax Delinquency

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

5.7 Campaign Contribution Declaration

As part of the submitted proposal, Provider will include the applicable **notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code form (Campaign Contribution Declaration – HB694)** See Attachment H . 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. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the Hamilton County Job & Family Service’s (HCJFS) public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

All individuals or entities interested in contracting with Hamilton County, Ohio are required by HB 694 to complete the applicable affidavit certifying compliance with contribution limits set forth by the Bill. The affidavits are listed as attachment H to this RFP. All current and potential vendors should closely review HB 694 or risk loss of their opportunity to obtain or retain Hamilton County contracts. Please seek guidance from your legal counsel if you have questions pertaining to HB 694 as we are unable to provide individual legal advice.

5.8 Terrorist Declaration

As part of the submitted proposal, the applicant will include a completed Ohio Department of Public Safety Form (**see Attachment I**). A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

ATTACHMENT A

HAMILTON COUNTY PREVENTION, RETENTION AND CONTINGENCY PROGRAM ACTIVITIES THAT PROMOTE EMPLOYABILITY OF PRC-ELIGIBLE YOUTH MAY 1, 2008 - SEPTEMBER 30, 2008

ELIGIBILITY CRITERIA

- The applicant must be an adult or legally emancipated minor residing in Hamilton County.
- The assistance group (AG) is defined as the custodial parent or caretaker relative and their children under the age of 18 (or under age 19 but still enrolled in high school). The caretaker may be related naturally or by adoption and must be a father, mother, brother, sister, aunt, uncle, first cousin or from an earlier generation denoted with the prefix "great" or "grand."
- Ineligible individuals (as defined in the Hamilton County PRC Plan Section 6142) are not eligible for services from PRC nor are they included in calculating the AG size (however their income is counted).
- The current total gross monthly income of all AG members is compared with a need standard of 300% of the Federal Poverty Guideline appropriate to the size of the AG. If the income is less than the need standard, the AG is eligible for this program.
- Liquid resources are not included in the calculation.
- Once determined eligible, the family will remain eligible for the duration of the program.

APPLICATION PROCESSING

The application process will be administered by HCJFS or, where applicable, the contracted public entity or community service provider. The determination and documentation of eligibility will be the responsibility of HCJFS, or as specified in the contract with other parties. The application format to be employed is attached here with as a part of this contract (providers may augment this format to serve their purposes but must not delete any required information).

- The PRC applicant must complete, sign and date the application form.
- The verification of all eligibility factors is accomplished through the written declaration of the applicant.
- HCJFS staff or, if applicable, the contracted public entity or community service provider makes the eligibility determination and records it on the Application Form.
- HCJFS or, if applicable, the contracted public entity or community service provider retains the application for audit purposes and is responsible for any findings.

SERVICES PROVIDED

Services will be in support of the purposes of this contract (as cited above) and as specified in the contract between HCJFS and the provider. Services may include (but are not limited to):

- orientations for both work-site personnel and program participants;
- work-site placement;
- provision of access to transportation, as required;
- work skills training and/or work experience with positive reinforcement through the earning of nominal wages or incentive payments;
- mid-term and final work evaluations;
- program counselors; and
- program monitoring and reporting.

COMPENSATION FOR SERVICES PROVIDED

The compensation for services provided by a contracted public entity or community agency will be limited to those due under the terms of the contract.

MONTHLY FEDERAL POVERTY GUIDELINES

Effective February 24, 2007

The Monthly Federal Poverty Guideline amount is used to determine income eligibility for the Hamilton County PRC Program. The total gross countable income of all members of the assistance group must be equal to or less than the need standard (expressed as a percentage of the Monthly Federal Poverty Guideline amount for the appropriate assistance group size).

Assistance Group Size	150% of Monthly Federal Poverty Guidelines	200 % of Monthly Federal Poverty Guidelines	300 % of Monthly Federal Poverty Guidelines
1	1197	1596	2394
2	1605	2140	3210
3	2012	2682	4023
4	2420	3226	4839
5	2828	3770	5655
6	3234	4312	6468
7	3642	4856	7284
8	4050	5400	8100
9	4457	5942	8913
10	4865	6486	9729
11	5273	7030	10545
12	5679	7572	11358
13	6087	8116	12174
Each Additional	+408	+544	+816

ATTACHMENT B

**Hamilton County Application Prevention, Retention and Contingency (PRC) Program
Summer Youth Employment Program – Summer Career Camp Initiative 2008**

Youth Name (Participant): Parent/Guardian Name (Applicant):			Date
Address			Telephone Number
City	State	ZIP	SSN

If the applicant (youth) needing assistance is under 18 (ages 14-17) a parent or guardian must answer all of the questions (A-I below) and complete and sign this form. Check Yes blocks if all statements are True.

- A. Yes No I am an adult or legally emancipated minor.
- B. Yes No I and all individuals listed below live with me in my home in Hamilton County.
- C. Yes No The child(ren) listed below are younger than 18 (or younger than 19 but still in HS) or I am at least 6 months pregnant.
- D. Yes No All individuals listed below are citizens or lawful resident aliens.
- E. Yes No No one listed below is in debt to the Hamilton County Department of Job & Family Services for an OWF overpayment due to fraud.
- F. Yes No All individuals listed below who are unmarried custodial parents under 18 and not attending school are pursuing employment/training.
- G. Yes No No individual listed below is a fleeing felon or probation/parole violator.
- H. Yes No No individual listed below has failed to cooperate in establishing paternity or securing support.
- I. Yes No No individual listed below has been found to have fraudulently misrepresented their residence to obtain benefits in two or more states (within the last ten years).

List Participate (Youth), parents/guardians, and all dependent children under age 18 (or younger than age 19 if still in High School) residing in the households:

Name	Relationship to Applicant	Age	Source of Income	Monthly Income
1.	Applicant Parent/Guardian			
2.				
3.				
4.				
5.				
6.				
7.				
			Total	

In order to preserve or improve my families prospects for self-sufficiency, I am applying for PRC to obtain services from the Summer Youth Employment Program. I understand that receipt of these services will not bar me from receiving other services offered by Hamilton County Job & Family Services. The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Parent/Guardian (if youth applicant is age 14-17), or applicant if age 18+, or HCJFS Caseworker if child is in Foster Care or Residential Treatment	Date
---	------

To be Completed by the Eligibility Determiner

J. Yes No Assistance Groups income is within the need standard: _____ (300% of FPG for AG Size)

Eligibility Determination

- AG is PRC Eligible all questions above are answered yes
- These AG members are ineligible: _____ Reason(s):
(Note: these individuals cannot receive services nor are they counted in the AG size, however, their income must be included)
- AG is Ineligible for PRC Reason(s): _____

Caseworker Signature	Date
-----------------------------	------

ATTACHMENT C

Ohio Minor Labor Law

ORC Chapter 4109: Employment Of Minors

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

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

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

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

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

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

"Employment Hours"

Minors 14 and 15

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

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

Minors 16 and 17

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

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

Prohibited Occupations

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

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

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

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

or you may E-Mail your query to:

[WageHourWebmaster](#)

ATTACHMENT D

HCJFS CONTRACT BUDGET

Subsidized Summer Youth Employment Program – Summer Career Camp Initiative

Agency:

Budget for period:

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

Contract # _____

ATTACHMENT E
HAMILTON COUNTY DEPARTMENT OF JOB
AND FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT

This Contract is entered into on MM/DD/YY between the Board of County Commissioners of Hamilton County through the Hamilton County Department of Job & Family Services (Hereinafter "HCJFS") and Name of organization, (Hereinafter "Provider") doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 452XX, whose telephone number is (513) XXX-XXXX, for the purchase of the Summer Youth Employment Program Summer Career Camp Initiative.

TERM

This Contract will be effective from 05/01/2008 through 09/30/2008 inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract can not exceed \$000,000.00 over the life of this Contract.

SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform the Summer Youth Employment Program Summer Camp Career Initiative services for Temporary Assistance for Needy Families (TANF) and Prevention, Retention and Contingency (PRC) eligible youth as more particularly described in Exhibit I, The Request for Proposal, and Exhibit II, Provider's Proposal.

1. Exhibit I – The Request for Proposal;
2. Exhibit II – Provider's Proposal;
3. Exhibit III – Budget;
4. Exhibit IV – Prevention, Retention, and Contingency (PRC) Application; and
5. Exhibit V – Monthly Federal Poverty Guidelines

B. ORDER OF PRECEDENCE

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

1. Exhibit I – The Request for Proposal;
2. Exhibit II – Provider's Proposal

C. PROVIDER RESPONSIBILITY

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

Names of youth determined eligible for PRC; a copy of the parental permissions, stipend agreement, and completed PRC application for audit purposes in youth’s case file; place of activity, position, dates and hours of participation for those youths engaged in paid activities; activity sites (name, location, types of work, hours, number of youth participating).
2. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with reports as requested. HCJFS may exercise this right without a Contract amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
3. The compensation amount in section **III, BILLING AND PAYMENT** is the full payment for client service. No fees or additional cost shall be charged to any client for the Contract service without expressed HCJFS approval. Such approval must be made by way of a Contract amendment.
4. All revenue sources currently accessed by Provider and available to serve the youth identified in the Request for Proposal and Provider’s Proposal shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.

BILLING AND PAYMENT

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

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

1. HCJFS will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than ninety (90) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
 2. For accurate invoices which are received timely, HCJFS will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
- C. Provider will indicate the purchase order and vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 2. bonding costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 12. losses on other contracts;
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;

22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
- F. Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

ELIGIBILITY FOR PRC SERVICES

- A. PRC Eligibility Criteria:
1. The assistance group (AG) is defined as a parent or parent and their children under the age of 18 (or under age 19 but still enrolled in high school). There must be at least one (1) such child. AG members must reside together and all must be residents of Hamilton County.
 2. Ineligible individuals (as defined in County PRC Plan Section 6142) are not included in calculating the AG size but their income is counted.
 3. The total gross monthly income of all AG members is compared with a need standard as indicated on the **Application – Prevention, Retention and Contingency (PRC) Program (Exhibit IV)**. If the income is less than the need standard, the AG is eligible for this program.
 4. Liquid resources are not included in the calculation.
- B. Application Processing: The application process will be administered by Provider, and documentation of eligibility will be Provider’s responsibility. In order to be determined PRC eligible, the applicant must have answered “yes” to all application questions and fall within the appropriated federal poverty guidelines.
1. The PRC applicant must complete, sign and date the application form (Exhibit IV).
 2. The verification of all eligibility factors is accomplished through the written declaration of the applicant.
 3. Provider makes the eligibility determination and records it on the application form.
 4. Applicants will be issued a written notice by Provider indicating either approval or denial of service. Provider shall use the **Notice of Action Taken on Your Application for the Prevention, Retention and Contingency (PRC) Program (Exhibit ?)**. If denied service, the reason shall be stated on the notice. A copy of the notice must be maintained with the PRC application.

AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of the HCJFS Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

NO ASSURANCES

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

NON-EXCLUSIVE

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

CONFLICT OF INTEREST

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

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

Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921, and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies to be in compliance with these provisions.

ASSIGNMENT AND SUBCONTRACTING

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

- 1.
- 2.

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

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

GOVERNING LAW

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

INTEGRATION AND MODIFICATION

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

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

SEVERABILITY

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

TERMINATION

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should Provider wish to terminate this Contract, Provider must deliver the notice of termination thirty (30) days prior to the effective date of termination. Based on substantiated allegations of inappropriate activities, behaviors and/or actions including, but not limited to, loss of required license, abuse or neglect of a consumer or unethical or business violations, HCJFS reserves the right to terminate immediately upon delivery of the termination notice. The parties further agree that should Provider become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, such service as Provider has provided upon the date of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of **Section 3 – BILLING AND PAYMENT**. HCJFS shall receive credit for reimbursement already made when determining the amount owed to Provider.

Provider, upon receipt of notice of terminations, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of

the date of receipt of notice of termination describing the status of all work under this Contract, including without limitations, results accomplished, conclusion resulting therefrom and such other matters as HCJFS may require.

The parties further agree that should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of HCJFS. HCJFS shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by HCJFS.

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

COMPLIANCE

Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations cites including, but not limited to 2CFR Part 215 (OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

NON-DISCRIMINATION

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

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: 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. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Provider complies with all applicable federal and state non-discrimination laws.

Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Provider.

PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

RELATIONSHIP

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

DISCLOSURE

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

WAIVER

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

NO ADDITIONAL WAIVER IMPLIED

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

CONFIDENTIALITY

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

AUDIT RESPONSIBILITY

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

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

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

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

- B. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give HCJFS a copy of Provider’s most recent annual report, most recent annual independent audit report and any report associated management letters.
- C. HCJFS reserves the right to evaluate programs of contracted providers. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and consumers. Such evaluations will be deemed at Provider’s own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

WARRANTY

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

Provider warrants and represents that all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.

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

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

AVAILABILITY OF FUNDS

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

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

FORCE MAJEURE

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

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

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

COORDINATION

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

LEGAL ACTION

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

PUBLIC RECORDS

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

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

DRUG-FREE WORKPLACE

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

PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

AMENDMENTS

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

INSURANCE

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

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

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

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

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

- B. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control – follow form primary; and
 - 8. Drop down feature.
- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- E. The Provider further agrees with the following provisions:
 - 1. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
 - 2. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
 - 3. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 5. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which

is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.

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

INDEMNIFICATION & HOLD HARMLESS

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

SCREENING AND SELECTION

A. Criminal Record Check:

Criminal Record Check: Provider will complete criminal record checks on all individuals assigned to work with or transport Consumers. Provider will obtain a nationwide conviction record check through the Bureau of Criminal Identification and Investigation (the "BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing Services. Provider shall not assign any individual to work with or transport Consumers in an unsupervised setting until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired. Provider may employ an applicant conditionally until the criminal records check required by this section is completed and the Provider receives the results of the criminal record check. If the results of the criminal records check indicate that the applicant does not qualify for employment, the Provider shall release the applicant from employment. Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) or ORC 2919.24. Provider warrants and represents that it will comply with Ohio Revised Code, Section 2151.86.

C. Bureau of Motor Vehicle transcript:

Any individual transporting Youth shall possess the following qualifications:

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

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

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

D. Verification of Job or Volunteer Application:

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

LOBBYING

During the life of the Contract, Provider warrants that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Provider further warrants that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

MAINTENANCE OF SERVICE

Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the Contract shall be maintained.

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

GRIEVANCE PROCESS

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

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

PROPERTY OF HAMILTON COUNTY

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

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

developed by Provider prior to or as a result of this Contract or that are generally known and available.

DEBARMENT AND SUSPENSION

OAC 5101:9-4-07(J)(7) Debarment and suspension

County family services agency and workforce development agency procedures must include requirements to ensure that no contracts are entered into with or purchases made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs under Executive Order 12549, debarment and suspension, and other applicable regulations and statutes, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97, and 45 C.F.R. Part 76. Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of the Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

DEBT CHECK PROVISION

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

FAITH BASED ORGANIZATIONS

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

CHILD SUPPORT ENFORCEMENT

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

DEFAULT BY PROVIDER

In the event of a Material Breach of this Contract by Provider, HCJFS may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that Provider shall have the opportunity to cure such breach within the thirty (30) day notice period.

HCJFS reserves the right to invoke immediate termination as defined in Section 14, Termination.

MATERIAL BREACH shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Contract and which, by itself or together with one or more other breach (es), has a substantial negative effect on, or thwarts, the purpose of this Contract. Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Contract, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Contract, to the extent that in the opinion on the non-breaching party such technical or non-material variation does not rise to the level of a Material Breach when viewed in light of the breaching party's overall conduct under this Contract.

Any extension of time to cure any breach given to Provider by HCJFS shall be in writing and will not operate to preclude the future exercise of any rights HCJFS may have under this Contract.

HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Holly Harris-Ifeakanwa	946-1462	Contract Services	Contract changes, contract language
H. Harris-Ifeakanwa	946-1462	Contract Services	Contract budget, audits
	946-	Fiscal	billing and payment
Kevin Holt	946-7565	Workforce Development	scope of service, youth & service eligibility

CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30). Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

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

CONTRACT CLOSEOUT

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

CAMPAIGN CONTRIBUTION DECLARATION

Provider shall provide the applicable notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (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 has been awarded public contracts. Provider further warrants Provider shall notify HCJFS within one (1) business day should the status of the HB 694 change during the Contract term. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the Hamilton County Job & Family Service’s (HCJFS) public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

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

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____day of _____, 2007.

Provider or Authorized Representative: _____

Title: _____ Date: _____

Honorable Board of County Commissioners
Hamilton County, Ohio

By: _____

By: _____

By: _____

OR

By: _____

Date: _____

County Administrator
Hamilton County, Ohio

OR

By: _____

Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

Date: _____

Moira Weir, Director
Hamilton County Department of Job & Family Services

Approved as to form:

By: _____

Date: _____

Prosecutor's Office
Hamilton County, Ohio

Prepared By: _____

Checked By: _____

Approved By: _____

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Hamilton County Department of Job and Family Services
Provider Certification Document
Summer Youth Employment – Career Camp Initiative
ATTACHMENT F

Section A. Program Identifying Information - This process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency.

Please complete the Following information Sections #7 - 26 and submit with your proposal

1. Reviewer’s Name and Title	
2. Initiation of Certification Process (Date)	
3. Completion of Certification Process (Date)	
4. Certification Status	
5. Tax I.D. #	
6. Oracle Contract #	
7. Agency Name- Provider Complete	
8. Agency Address – Provider Complete	
9. Phone # - Provider Complete	
10. Fax # - Provider Complete	
11. Program Name - Provider Complete	
12. Service Name – Provider Complete	

13. Program Address, if different – Provider Complete	
14. Program Phone #, if different	
15. Program Fax #, if different	
16. Agency’s Hours/Days of Operation	
17. Program’s Hours/Days of Operation	
18. Indicate seasonal hours/days of operation, if applicable	
19. Agency Director’s Name	
20. Agency Director’s E-Mail Address	
21. Program Director’s Name, if different	
22. Program Director’s Phone #, if different	
23. Program Director’s E-Mail Address	
24. Program Contact Person, if different	
25. Program Contact Person’s Phone #, if different	
26. Program Contact Person’s E-Mail Address	

NOTES:

Section IV – Internal Review Report: (complete all sections and return with proposal(s))

Hamilton County Department of Job & Family Services

Internal Review Report – HCJFS Summer Youth Employment Career Camp Initiative Program 2008

(Items 1-4b are omitted.)

c. _Current levels of insurance. Specify the type of coverage and the amount of coverage for each category. What is the expiration date?	
d. Worker’s Compensation insurance;	
e. Table of organization including advisory boards & committees;	
f. service/attendance form and/or sign-in sheet to be used in monitoring attendance;	
5. Reviewed accounting/record keeping system:	
a. Financial record keeping method	
1) Will a separate account be set up for the contracted program?	
2) Are invoices filed for easy reference?	
b. Is your financial system set up on a cash or accrual system;	
c. Describe your ability to issue accurate and timely reports	
d. Maintenance of client service records .	
1) Describe your method for documenting client service;	
2) Describe your method for compiling data for reports;	
3) Describe your method for tracking performance indicators;	
e. How will you manage the cash flow/issuance of stipends prior to receiving your first check from HCJFS?	

6. For staff transporting youth, how will you ensure:
- a. current professional license/certification;

b. driver's license with < 5 points;	
c. proof of car insurance;	
d. police/BCII check completed w/in last 12 mos.	
7. Contract Management Plan -	
a. How will you ensure integrity and accuracy of the financial system for reporting to HCJFS?	
b. How will you ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?	
c. How will you ensure administrative and program staff are fully aware of and comply with contract requirements?	
d. What is your plan for conducting self-reviews to ensure contract compliance?	
e. What is your plan to remain in compliance with contract requirements for timely invoicing to HCJFS?	
f. What is your plan for monitoring contract utilization?	

Additional comments/notes:

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ATTACHMENT G
Declaration of Property Tax Delinquency
(ORC 5719.042)

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

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

State of Ohio
County of Hamilton

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

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

Notary Public

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

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____
My Commission Expires: _____

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

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

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

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____
My Commission Expires: _____

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

LAST NAME	FIRST NAME	MIDDLE INITIAL
HOME ADDRESS		
CITY	STATE	ZIP
HOME PHONE		COUNTY
WORK PHONE		

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

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

DECLARATION

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

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

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources” to an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

YES NO

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

CERTIFICATION

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

X _____
Signature

Date

ATTACHMENT J
**PROPOSAL COVER SHEET FOR
 SUMMER YOUTH EMPLOYMENT PROGRAM
 SUMMER CAREER CAMP INITIATIVE
 Bid No: RFP 07-018**

Name of Provider serving as Fiscal Agent: _____

Organization Address: _____

Telephone Number: _____ Fax Number: _____

Authorized Representative : _____
(Please Print or type)

Title: _____ E-Mail Address: _____

Authorized Representative Signature: _____

Contact person(s) authorized to negotiate with HCJFS:

Name: _____ Title: _____
(Please Print)

Phone Number: _____ Fax Number: _____

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Number of Youth to be Served: _____

Total Cost for five (5) Months 5/1/08 - 9/30/08
\$ _____

Certification: I hereby certify that to the best of my knowledge the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document, and the Provider will comply with the attached assurance if the contract is awarded.

Signature - Authorized Representative **Title** **Date**

Signature - Chief Financial Officer **Title** **Date**