

REQUEST FOR PROPOSALS

FOR

**Work Participation Monitoring for
Ohio Works First (OWF) Cash Recipients**

RFP 07-010

Issued by

**THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
222 E. CENTRAL PARKWAY
CINCINNATI, OHIO 45202**

(September 14, 2007)

Providers' Conference: October 9, 2007 1:00 p.m.

Place: Hamilton County Job & Family Services

A&D Building

Room 6SE601

222 East Central Parkway

Cincinnati, Ohio 45202

Due date for proposal submission: October 22, 2007

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Attachment A	Proposal Cover Sheet
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Attachment C	Declaration of Property Tax Delinquency
Attachment D	Terrorist Declaration
Attachments E/E1	Budget & Instructions
Attachment F/F1	Campaign Contribution Declarations
Attachment G	Matrix
Attachment H	Self Sufficiency Plan/Personal Responsibility Agreement (under revision)
Attachment I	Community Link Report

REQUEST FOR PROPOSALS (RFP) FOR Ohio Works First (OWF) Cash Recipients

MISSION STATEMENT

We, the staff of 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 services aimed at providing self-sufficiency activity coordination and services for each and every Ohio Works First (OWF) customer in the HCJFS caseload, (including those working or in school) except those with Learning Earning and Parenting (LEAP) assignments and child only recipients, in accordance with the Hamilton County Self-Sufficiency Plan (Attachment H). HCJFS reserves the right to award multiple contracts for this service. Provider must submit proposal for the initial term of two (2) years and an additional optional renewal period for one (1) year. Providers who do not submit pricing for the renewal option will not be disqualified; however a contract cannot be awarded for any term where a Provider has not submitted a budget. Providers are encouraged to submit bids for the renewal option where possible. The purpose of the total three (3) years term is to minimize the cost of the process for Providers and for the County.

1.2 Scope of Service

The selected Provider will provide:

- A. Self-sufficiency assignments consistent with the Hamilton County Self-Sufficiency Plan (Attachment H)
- B. Employment, work experience, community service, job readiness training/education, alternative activities and barrier removal efforts. The Provider will recruit and/or develop and maintain sufficient and appropriate sites to accommodate the assigned customers (One site may be located at HCJFS 222 E. Central Parkway Cincinnati, Ohio location);
- C. Professional and appropriate decisions about self-sufficiency activities and case plans based on the needs/circumstances of each customer, including linkage to day care and referral to other Providers and/or self-directed activities;
- D. Appropriate means of transportation of consumers to and from assigned activity sites. This may include bus passes, fuel cards, cash allowances or vehicles operated by the Provider or subcontractor, etc.;
- E. Management of the transition of customers to employment or work activities, as well as monitor attendance and provide prompt and accurate return of work participation reports to HCJFS;
- F. An intervention response which ascertains “good cause” (as defined in the Hamilton County Self-Sufficiency Plan (Attachment H)) and a documented effort to re-engage customers not complying with their individual case plans;
- G. Information and/or recommendations to HCJFS regarding the level of cooperation with customers’ case plans (including attendance at state hearings as necessary to support said recommendations), good cause for any failure and information required to make hardship decisions regarding the extension of time-limited OWF benefits; and
- H. Maintenance of adequate case records. Provider case records shall include, at a minimum:

1. The case plan and all subsequent case plan amendments documenting:
 - a) Customer's name and social security number;
 - b) Case activity type (regular, alternative barrier removal);
 - c) Number of hours customers are required to participate and how those hours will be met (i.e., 10 hours employment and 20 hours at the work site);
 - d) The assigned site (i.e., name, address, contact person, phone number, begin date and days/hours to attend); and
 - e) Signature of the customer and a Provider representative, and date of the agreement;
2. Case notes or hard copy information documenting:
 - a) Administrative support provided regarding transportation issues;
 - b) How identified personal and situational barriers were addressed;
 - c) Child care needs were addressed;
 - d) Actual participation, failure and good cause hours for each month;
 - e) Outreach/follow-along efforts;
 - f) Intervention plan for non-compliant customers;
 - g) How failures were addressed (i.e., good cause or sanction); and
 - h) Hard copy verification to support assignments (i.e., employment verification, pay stubs, basic medical form, school schedules).

1.2.1 Population

The selected Provider will conduct an appraisal interview/vocational assessment on all customers referred by HCJFS and ensures the placement of customers in jobs or work assignments. The interview/assessment will include:

- A. Triage/screening for substance abuse, mental and physical health issues, domestic violence, learning difficulties and other serious impediments to the ability to function in a work environment; and
- B. Administrative support and intervention/guidance to remove situational barriers such as child care and transportation.

Only to the extent indicated to be necessary (for an estimated 10% of the customers), would an intensive follow-up for the more serious impediments (examples: domestic violence, chemical dependency, learning disabilities, homelessness) to the customer's ability to function in a work environment be invoked. Appropriate referrals identified for these customers would be made either immediately subsequent to the vocational assessment or later, as participation issues allowed the identification of underlying substantive personal barriers.

The provider will monitor and report participation results to HCJFS.

1.2.2 Service Numbers

Over the last three (3) years an average of 9,609 customers were served. This is an unduplicated count based on calendar years 2004 (9,651); 2005 (9,885); and 2006 (9,292) customers. (Attachment I) This population may grow or shrink by as much 30% depending on reasonable foreseeable community and policy changes.

1.3 Subrecipient

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

Indications of a subrecipient relationship include:

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

2.0 Provider Proposal

To expedite and simplify the process for evaluating proposals, and to assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Each submission must have one (1) original proposal with eight (8) complete copies, using 12 point Arial font. Providers are encouraged but not required to use double sided copies, where possible, in their proposal.

Proposals must contain all required elements of information **without exception.**

Proposal sections must be numbered corresponding to the following format:

1. Cover Sheet
2. Service and Business Deliverables
3. Customer References
5. Personnel Qualifications

2.1 Cover Sheet

Each Provider must include the completed cover sheet (Attachment A) in its proposal. The cover sheet must be signed by an authorized representative of the Provider and also include the names of individuals authorized to negotiate with HCJFS. The signature line must indicate the title or position the individual holds in the company. All unsigned proposals will be rejected.

2.2 Services and Business Deliverables

The selected Provider's performance shall be measured by the following six (6) outcome measures. HCJFS will compensate Provider in an amount of up to \$300,000.00 as payment for Provider meeting or exceeding outcome measures/performance deliverables. Performance set aside payments will be determined by HCJFS after the final Provider contract invoice is received and approved by HCJFS.

1. 98% of work activity participation reports returned to HCJFS are timely and complete. [Maximum Provider performance compensation for this outcome measure will be 8.35% of the performance set aside.]

Measurement: Participation reports for all consumers will be prepared by the provider and returned to the HCJFS QA/Monitoring Unit timely and complete.

Participation reports must be provided for all clients regardless of the activity type of the assignment.

Complete: Report is submitted, signed and dated, with Pass or Fail noted, and lists fail/pass/good cause hours and verification codes as appropriate.

Timely: Early Report - Submitted by 5:00 p.m. on the last working day of the current month.

Monthly Report - Submitted by 5:00 p.m. on the 8th working day of the following month.

Each monthly participation report submitted in its entirety to the HCJFS

QA/Monitoring Unit will be monitored for completeness in the following manner:

A random review of the report will be conducted by selecting forty (40) provider cases pulled from WPES (Work Program Employer/Provider List) /WPIL (Work Program Site Participation List) screen in CRIS-E (Client Registry Information System-Enhanced). The randomly selected cases will then be compared to the report to ensure that they exist in the report and meet the timely and complete standards defined above. The report will be date stamped and maintained per the Availability and Retention of Records provision in the contract (Attachment B).

If one (1) case out of the forty (40) randomly selected cases fails for tardiness or lack of completion, the month will be considered a deviation. If a deviation occurs for two (2) or more months out of a twelve (12) month period, Provider will receive zero incentive money for Deliverable #1.

2. 95% of all customers are correctly assigned to an activity as required by the County Self-Sufficiency Plan. [Maximum Provider performance compensation for this outcome measure will be 25% of the performance set aside.]

Measurement: Using the forty (40) participation reports selected for deliverable #1, the HCJFS QA/Monitoring Unit will conduct a review in order to ascertain the rate at which customers are being appropriately assigned to activities under the requirements of the Self Sufficiency Plan (Attachment H).

3. Average duration of required (regular work customers) time in barrier removal (as opposed to work activity) will not exceed 30 days. [Maximum Provider performance compensation for this outcome measure will be 8.35% of the performance set aside.]

Measurement: : Using the forty (40) participation reports selected for deliverable #1, the HCJFS QA/Monitoring Unit will conduct a review in order verify the number of days the customer has been assigned to a barrier removal activity. This measure will be applied only to cases where OWF has been opened within the last twelve (12) months. The average will be determined by dividing the total number of barrier removal days by the number of customer records reviewed.

4. 95% of required regular work customers will not exceed 160 consecutive hours (and 240 total hours) of barrier removal within the last calendar year. [Maximum Provider performance compensation for this outcome measure will be 8.35% of the performance set aside.]

Measurement: Using the forty (40) participation reports selected for deliverable #1, the HCJFS QA/Monitoring Unit will conduct a review to verify the number of days the customer has been assigned to a barrier removal activity. This measure will be applied only to cases where OWF has been open continuously more than twelve consecutive months.

5. The percentage of OWF cases closed due to employment will be at least 40% of the total number of cases closed (excluding cases closed due to sanction). [Maximum Provider performance compensation for this outcome measure will be 33.3% of the performance set aside.]

Measurement: Collection of closure reason is reported to the Provider by HCJFS staff following CRIS-E review. The closure reasons are tracked and reported monthly in Provider's data base.

6. The percentage of cases referred to HCJFS QA/Monitoring Unit for sanction that must be declined for lack of transportation support shall be no more than 10%. [Maximum Provider performance compensation for this outcome measure will be 16.65% of the performance set aside.]

Measurement: The HCJFS QA/Monitoring Unit will compile data regarding the number of otherwise valid sanction referrals and the number of those that must be declined due to a failure to provide transportation support.

2.2.1 Program Components

- A. Describe how you will document the casework performed by your staff and demonstrate that it is completed timely and according to expectations.
- B. Submit work samples of your case management records.
- C. Describe how you will comply with the expectations enumerated in the Scope of Service and Services and Business Deliverables sections of this RFP?
- D. Describe how you will verify hours participated in work activities, ensure accuracy of the work participation data reported to HHS and maintain participation data.
- E. To earn participation credit for the initial application month same day service is often a must. Describe how you will meet this challenge?

- F. Describe your experience with the target population for this service in respect to:
- a. screening for issues such as mental health, substance abuse and domestic violence
 - b. removal of barriers to work participation; and
 - c. assessment and placement in appropriate work activities.
- G. Describe the community partnerships you would utilize to effectively serve the OWF population.
- H. Identify your proposed sub-contractors (if any) and their anticipated scope of responsibility.
- I. Describe the case management system you will create to minimize the number of times a typical customer must see different personnel to have their case fully processed or maintained. We are specifically interested in providing our customers with a work program that requires as few visits and as few hand-offs as possible.
- J. Describe how you anticipate this project increasing its effectiveness and enhancing service over the next three (3) years:
- a. for customers;
 - b. for HCJFS;
 - c. for OWF caseload reduction.
- K. Describe how you have previously enriched your public partners' capacities to meet their objectives.

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 of the agency's/company's headquarters or name of the Provider's local office nearest to the City of Cincinnati, Ohio (if applicable). Include a contact name, address, and phone number.

B. Agency/Company's History

Provide a brief history of Provider's organization. Include the 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 the 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. Job Descriptions

For all positions in the program budget.

G. Program Quality Documents

Attach documents which describe and support the program evaluation process. For example, procedures and forms, or copies of awards received for excellent program quality.

H. Agency's/Firm's Brochures

A copy of the agency's/firm's brochures, which describe the services being proposed.

Please provide the following attached only to the original proposal:

I. Agency/Company Ownership

Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.

J. Annual Report

A copy of Provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.

K. Articles of Incorporation

Articles of Incorporation or other applicable organization documentation.

L. Insurance and Worker's Compensation

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

2.2.3 Budget and Cost Considerations

A. HCJFS anticipates services will begin no later than January, 2008. Provider must submit a budget for the initial term of two (2) years and an additional optional one (1) year renewal period. The provider acknowledges that it will be reimbursed for its actual expenses. Contract reimbursement is based on approval of deliverables by HCJFS. Provider can claim for payment for services already provided, in amount determined by the negotiated rate. Reimbursement by HCJFS is made within thirty (30) days of receipt of invoices and any required documentation. Provider must warrant and represent the budget is based upon current financial information and programs, and include all costs relating to but not limited by the following:

1. Insurance;
2. Location; and
3. Other direct service (e.g. translation/interpreter, mileage).

Provider will notify HCJFS, in writing, within five (5) business days when it knows or should have known the information contained in the budget is inaccurate.

All revenue sources available to Provider to serve consumers identified in the Scope of Work shall be listed in the budget, and utilized. Specify the cost for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff, i.e. senior program manager vs. lower level position. Total program cost for each year must be listed on the Cover Sheet, (Attachment A).

- B. Provider must submit a detailed narrative which demonstrates how costs are related to each service presented in the proposal.
- C. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- D. For the purposes of this RFP, “**unallowable**” program costs include:
 - 1. the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 - 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - 3. 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 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 be accompanied by:

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

2.4 Personnel Qualifications

For key clinical and business personnel who will be working with the program, please submit resumes containing 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	September 14, 2007
RFP Conference	October 9, 2007
Deadline for Receiving Final RFP Questions	October 12, 2007
Deadline for Issuing Final RFP Answers	October 16, 2007
Deadline for Proposals Received by HCJFS Contact Person	October 22 , 2007
Proposal Review Completed	November 2, 2007
Commencement of Contract	January 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 County procurement 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:

*Beverly Donald, Contract Services
Hamilton County Department of Job and Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202*

3.3 Provider's Conference

A Provider's Conference will take place on **October 9, 2007** at 1:00 p.m. EST Hamilton County Job & Family Services A&D Building Room 6SE601, 6th Floor, 222 East Central Parkway Cincinnati, Ohio 45202. While attendance is not mandatory, it is highly recommended for each Provider to have a representative attend the Provider's Conference. The purpose of the Provider's Conference is to answer questions related to the RFP.

All interested Providers must fax or e-mail the HCJFS Contact Person prior to the Provider's Conference to register, leaving their name, company name, fax number 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 Provider's Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contract Person. The questions and answers will be distributed at the Provider's Conference.
- B. After the Provider's 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 **October 12, 2007**. The final responses will be posted on the HCJFS website (www.hcjfs.hamilton-co.org) and www.demandstar.com on **October 16, 2007** at the close of business.

3.4 Prohibited Contacts

Neither Provider nor their representatives should communicate with individuals associated with this project during the RFP process. If the Provider attempts any unauthorized communication, HCJFS will reject the 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 project;
- 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 the 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 project 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/or claims against the Provider, its parent company or its subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be for cause 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 close of business day **October 12, 2007**, of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.7 Addenda to RFP

HCJFS may modify this RFP no later than **October 16, 2007** close of business day, by issuance of one or more addenda to all parties who registered for the RFP.

In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone inquiry are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP as described in Section 3.3 (c) Provider's 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 relating to the solutions(s) submitted.

Hamilton County may entertain alternative proposals submitted by Provider which may contain responses that differ from the specifications contained in this RFP. All alternative proposals must 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 with 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 the Provider and shall not be chargeable to HCJFS under any circumstances. Provider must certify the proposal and pricing will remain in effect for a minimum of 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 the 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 proposal will be rejected.

4.4 Provider Representative's Signature

The Cover Sheet shall be signed by an individual who is authorized to contractually bind the Provider. The signature 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 (eight) 8 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 October 22, 2007**. Proposals received after this date and time will not be considered. Provider shall use certified or registered mail, UPS, or Federal Express with return receipt

requested. A receipt will be issued for all proposals received. No email, 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 & 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 the Provider from full compliance with its specifications if Provider is awarded the contract.

4.7 Evaluation & 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 **October 22, 2007** at 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 bidder's proposal and their responses to the questions 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 question will be evaluated and ranked using the following scale:

Inadequate -	Provider did not respond to the questions or the response reflects a lack of understanding of the requirements.
Minimally Acceptable -	Provider demonstrates a minimal understanding of the requirements and demonstrates some strengths, but also demonstrates some deficiencies.
Good -	Provider's response reflects a solid understanding of the issues and satisfies all the requirements.
Excellent -	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 and Section 2.2.1 is worth 60% of the total evaluation score.

- B. System and Fiscal Administration and Section 2.2.2 is worth 20% of the total evaluation score.
- C. Budget and Cost Considerations, Section 2.2.3 is worth 20% 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 proposal, with price and other factors considered.
3. HCJFS works with selected provider to finalize details of the Agreement using Attachment B, Contract Sample, to be executed between HCJFS and Provider.
4. If HCJFS and Provider are able to successfully finalize the Agreement, HCJFS will award Provider a contract.
5. If HCJFS and successful Provider 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.

4.9 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified Providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and 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 the 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 the 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. The Provider requesting the meeting will be notified in writing of HCJFS' decision within ninety (90) calendar days of the scheduled meeting. The administrative decision is final.

5.0 Terms & 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.

5.1 Type of Contract

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

5.2 Order of Precedence

The successful Provider's proposal, this RFP, and other applicable addenda will become part of the final contract. This RFP and all attachments are intended to supplement and compliment each other and shall where permissible be so interpreted. However, if any provisions 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 the initial term of two (2) years. An additional, optional one (1) year renewal period will be permitted. Provider must submit a budget for the initial term and a budget for the renewal year. Provider must submit to HCJFS a budget and line by line detailed narrative description supporting the initial term of the contract. For renewal year, any increase in budget will be limited to no more than 3%. Provider must submit to HCJFS a budget and line by line detailed narrative description supporting such renewal year increase no later than 120 days prior to the end of the initial contract term. Contract renewal incorporating any budget increase, up to 3%, will be initiated at the sole discretion of HCJFS. HCJFS decision to renew the contract will be contingent on contract performance and funding availability.

Contract payment is based on authorized services already provided. HCJFS will use its best efforts to make payment within thirty (30) days of receipt of timely and accurate invoices and required documentation.

See Attachment B for a sample Provider Contract for minimum contractual requirements of all HCJFS Providers. HCJFS reserves the right to add or delete contract language to meet program needs.

5.4 Confidential Information

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

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

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

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

Additional insured endorsement;
Pay on behalf of wording;
Concurrency of effective dates with primary;
Blanket contractual liability;
Punitive damages coverage (where not prohibited by law);
Aggregates: apply where applicable in primary;

Care, custody and control – follow form primary; and

Drop down feature.

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

The Provider further agrees with the following provisions:

The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. 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 (Attachment C) which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

5.7 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). 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 attachments F and F1 to this RFP. All current and potential Providers should closely review HB 694 or risk loss of their opportunity to obtain or retain Hamilton County contracts. Please seek guidance from your legal counsel if you have questions pertaining to HB 694 as we are unable to provide individual legal advice.

5.8 Terrorist Declaration

As part of the submitted proposal, the applicant will include a completed Ohio Department of Public Safety Form (Attachment D). 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
PROPOSAL COVER SHEET FOR
Ohio Works First (OWF) Cash Recipients
Bid No: RFP 07-010

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 the:

Name: _____ Title: _____
(Please Print)

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Total Cost for Initial Term of 24 Months 1/2008-12/2009	Total Cost for Renewal Year of 12 Months 1/2010 – 12/2010
\$ _____	\$ _____

Signature - Authorized Representative

Title

Date

ATTACHMENT B

Contract # _____

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 Work participation Monitoring for Ohio Works First (OWF) Cash Recipients.

TERM

This Contract will be effective from MM/DD/YYYY through MM/DD/YYYY 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.

In addition to the terms set forth above, this Contract may be renewed, at the option of HCJFS for one (1) additional one (1) year term. Additional one (1) year term is subject to funds availability, satisfactory performance by the Provider, and submission of all necessary paperwork required by HCJFS to implement a contract renewal.

SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract, Provider agrees to provide the services defined in Exhibit I, Request for Proposal, and Exhibit II, Providers Proposal.

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),

1. Exhibit I – The Request for Proposal;
2. Exhibit II – Providers Proposal; and
3. Exhibit III – Budget

ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through III 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
3. Exhibit III- Budget

BILLING AND PAYMENT

- A. Rates of Payment – Rates of Payment – HCJFS agrees to compensate Provider for expenses incurred, documented and invoiced during each month of service of the Contract period. Provider acknowledges that it will be reimbursed for its actual expenses and not for the expense amounts set forth on any budget or projection. This Rate of Payment was established and supported by the attached program budget, Exhibit III.

HCJFS shall compensate the Provider in an amount up to (\$300,000.00) upon meeting or exceeding performance deliverables as specified in Exhibit I, Request for Proposal. Provider will be reimbursed for meeting or exceeding performance deliverables after a final financial and performance deliverable report is submitted to HCJFS.

- 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.

Included with the monthly invoice must be a roster of participants admitted to the Work Participation Monitoring Program during each month of service. The roster must be an unduplicated listing of participants and this roster should include at a minimum the following information: Name of participant, Social Security Number of participant and admission date to the program.

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.
 3. The monthly Contract program financial report shall be submitted to the HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month. HCJFS reserves the right to withhold payment until such time as the report is received.
- C. Provider will indicate the purchase order, authorization number 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)y 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 SERVICES

Service is to be provided for each and every Ohio Works First (OWF) customer in the HCJFS caseload, (including those working or in school) except those with Learning, Earning, and Parenting (LEAP) assignments and child only recipients, in accordance with the Hamilton County Self-Sufficiency Plan.

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. If a conflict of interest is 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 one hundred and twenty (120) 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.

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).
 - 8. Physical abuse
 - 9. Sexual Molestation

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) 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, judgments 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:

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 the criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing Services.

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

Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) or ORC 2919.24.

Provider warrants and represents that it will comply with Ohio Revised Code, Section 2151.86.

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 item produced under this Contract or with funds provided under this Contract, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of Hamilton County, 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 in the manner provided in this Contract. Provider agrees the deliverables will be made freely available to the general public unless HCJFS determines, pursuant to state or federal law, that such materials are confidential.

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.

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT(HIPPA)

Provider agrees to comply with all Health Insurance Portability and Accessibility Act ("HIPPA") requirements and meet all HIPPA compliance dates.

HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Laura Keith	946-1210	Contract Services	Contract changes, contract language
Laura Keith	946-1210	Contract Services	Contract budget, audits
TBD	946-	Fiscal	billing and payment
April Barker	946-1068	Work Participation Monitoring For (OWF) Cash Recipients	scope of service, client authorization, 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).

51. 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.

52. 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.

53. SUBRECIPIENT

Provider is 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. 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 Provider.

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: _____

Moir 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: _____

Revised 3/1/06

ATTACHMENT C
Declaration of Property Tax Delinquency
(ORC 5719.042)

I, _____, hereby affirm that the Proposing Organization
herein, _____, is ____ / is not ____ **(check
one)** charged at the time of submitting this proposal with any delinquent property taxes on
the general tax list of personal property of the County of Hamilton.
If the Proposing Organization is delinquent in the payment of property tax, the amount of
such due and unpaid delinquent tax and any due and unpaid interest is
\$_____.

State of Ohio
County of Hamilton

Before me, a notary public in and for said County, personally appeared

_____, authorized signatory for the Proposing
Organization,
who acknowledges that he/she has read the foregoing and that the information provided
therein is true to the best of his/her knowledge and belief.

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

Notary Public

ATTACHMENT D
Ohio Department of Public Safety

Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST
ORGANIZATION

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

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

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

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

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

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

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 E

HCJFS CONTRACT BUDGET USER GUIDE

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program being proposed. In order to facilitate the process, we request that the attached budget be used. This budget consists of two parts: the User Guide to assist in the completion of the budget, and the budget itself.

This guide is designed to assist the user in completing the budget. In some instances field definitions and other information will be given. If possible, examples will be provided. Definitions and examples will occasionally not be provided. Should you have a question regarding that particular area, contact the HCJFS Contract Services Section.

Page 1 is a summary of expenses. It should be completed after all other budget pages are finalized. The totals from the information supplied on pages 2 through 9 are used to complete this page. Information at the bottom of the page should be completed regarding the total units and the cost of the service. Pages 2 through 9 should be prepared itemizing each line item.

There are three columns without a column header or title. These columns have been purposely left blank in order for each Provider to enter the type of service being proposed. When completing the budget, it will be important to provide a header for each column being used. These columns are to be used to record the direct costs for the contracted program(s). If the program offers supportive services such as transportation, those costs should be broken out and entered in one of the other Contract Program columns. Costs for all other direct services of the agency should be combined and entered in the column titled "Other Direct Services".

Management, administrative, and indirect costs should be entered in the column entitled "MGMT/Indirect". Indirect costs are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. Allowable indirect costs for the indirect cost column include, but are not limited to, the accounting and budgeting functions, disbursing services, personnel & procurement functions, and other agency administration.

INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1

Page 1 of the budget is a summary of expenses. It should be completed after all other budget pages are finalized. Information at the bottom of the page should be completed regarding the total units and the cost of the service.

AGENCY NAME: The legal, and if applicable, incorporated name of the Provider agency.

NAME OF CONTRACT PROGRAM: The name of the program being purchased.

BUDGET PERIOD: The specific time period for the budget completed.

ACTUAL BUDGET AREA: A total of all the figures carried over from the previous pages. This gives an overview of the budget for which the proposal is being submitted, as well as, an overall picture of the agency costs. The total figures given for each of these areas should match the same figures indicated in each of the appropriate sections.

For a more detailed explanation of each of the areas, use the instructions in each specific section. Once all totals have been carried to this section be sure to double check the figures to make sure all columns and rows balance.

EXPENSES BY SERVICES COLUMN: Each column header from pages 2 through 9 are listed in this column so that the totals for each of these items can be listed in each of the specific columns.

EXPENSES BY PROGRAM SERVICES: The horizontal row is used to define the column header. “MGMT Indirect, Other Direct Ser and TOTAL Expense” fields are already defined. The first three column headers have been purposely left blank in order to indicate the name of the program being purchased.

If a proposal includes more than one service within the program, then an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance, one column

would be completed for skill training and the other for employment retention.

If for example, a proposal is being submitted for an offender program, the header for that column would be titled “Offender Program”. In this instance, the other two column headers would be left blank.

If a proposal is being submitted is for workforce development and transportation and case management are two components of the program, then the first column header would indicate “Transportation” and the second column would indicate “Case Management”. In this instance, the third column would be left blank.

MGMT INDIRECT: The totals entered per line item for each item on the other pages.

CONTRACT PROGRAM: The totals entered per line for each item on the other pages.

OTHER DIRECT SERVICES: The figures entered here should represent the total calculations based on the figures and percentages entered for each item on the other pages.

TOTAL EXPENSES: The totals for all figures entered on this page. They are also the totals of all of the three previous fields (MGMT Indirect, Contract Program and Other Direct Services) as well as the programs being purchased.

TOTAL UNITS: The number of units that the program being purchased is planning to provide. Depending on the contract, a unit could be considered an hour, a session, a trip, etc...

UNIT COST: The total expenses divided by the total units.

UNIT =: Indicate whether the unit is an hour, trip, session, etc.

<p style="text-align: center;">INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS</p>

This section is used to list all positions that are included in the contracted program. This page will also capture the financial information needed on the rest of the agency. If a proposal is being submitted for one service being offered within a program, one column would be completed for the contracted program, one for the management indirect services and one for other direct services. Should a proposal being submitted include more than one service within the program, an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance one column would be completed for skill training and another for employment retention.

SALARIES: List all position titles of staff who work for the Agency. If Provider agency is extremely large, Provider may list salary amounts for staff in other direct service programs by program total or by one total for all other programs. However, in order to complete the budget in this manner, Provider must obtain permission from a Contract Services Supervisor or Section Chief. All staff who work in any capacity in the program or programs to be contracted, plus all management and administrative staff, must be listed separately with the specific amounts paid to each. In the second column, indicate the number of staff who have the same job title, i.e. teachers, and who earn the same annual wage. Indicate the number of staff and the annual cost - this is the amount paid annually to each of the teachers. If some teachers work more or less hours, and/or earn more, then a second, separate listing should be made. If the program has quite a number of staff then Provider may want to copy the Salaries page, to be able to list all the variations. Total all Salaries at the bottom of each column. Make sure this page "balances" - each column adds across and down, to the sum listed in the total sections.

POSITION TITLE: Indicate the titles of the individuals **presently** working in the program being contracted. If the Provider has an individual that has a percentage of time dedicated to the contracted program & another percentage dedicated to other areas, list this individual separately as well.

For EXAMPLE: The agency has three social workers. In this instance, two of those employees are dedicated full time to the program being contracted however; the other only spends 60% of their time on this project and 40% of their time on another project. Given this example, then all three social workers would be listed and the actual weekly number of hours worked in the program area would be entered in the HRS Week field.

The “other” field represents all staff employed by the agency that **do not** work in the contracted program.

For EXAMPLE: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as “Others” because they work for the same agency but do not have anything to do with the program being contracted.

#STAFF: This field must indicate the number of staff that hold the title listed in the “Position Title” field. However, in the “other: field, this number will be the total number of individuals employed by Provider company that do not have anything to do with the contracted program. Remember, if an employee works in the contracted program for any percentage of time then that person would be counted separately.

HRS WEEK: Indicate the number of hours worked each week in the contracted program area, for each employee.

ANNUAL COST: This is the annual salary for each individual listed in the contracted program area. The first block will contain the total of all the salaries

for those individuals counted as “Others”.

For example: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as “Others” because they work for the same agency but do not have anything to do with the program being contracted.

CONTRACT PROGRAM: Enter the salary for the amount of time spent in the contracted program. There are three columns to indicate amounts for each program in which a proposal is being written. For vacant positions that will be filled during the contract year, prorate the salary to reflect the anticipated start date.

MGT INDIRECT: This field should only be completed if the position title of an individual is in a management position. Duties performed that would be included in the “Percent to Mgt. Indirect” would include evaluations, writing checks, dealing with personnel issues, building management or other non-program issues.

OTHER DIRECT SERVICES: Enter the total salaries for each of the staff employed by the agency that is not related to the program being contracted.

TOTAL EXPENSES: This is the total of the Contracted Programs, Management Indirect, and any Other Direct Services.

**INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3;
PAYROLL RELATED EXPENSES**

PAYROLL TAXES: Enter the percentage used in calculating the amount withheld in each of the categories listed. The amounts figured using this percentage should be listed on the appropriate line under the “Expenses by Program Services” column.

UNEMPLOYMENT **%:** When computing unemployment taxes, the percentage of time the staff devotes to the contracted program should be used to calculate the amount of unemployment taxes attributed to the contracted program for that staff person up to the first \$9,000.00 per employee wages, per year.

BENEFITS: The amounts charged to each column should be based on the staff and salaries shown in that column on page 2. Enter the totals in the spaces provided. The percentage used to calculate the retirement should be entered on the line indicated. The “OTHER” section should list all other deductions that are taken, listing each one separately.

TOTAL EMPLOYEE BENEFITS & PAYROLL TAXES: Indicate the total for the amounts indicated above.

**INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3;
PROFESSIONAL FEES & CONTRACTED SERVICES**

PROFESSIONAL FEES & CONTRACTED SERVICES: Contracted services are items such as janitorial, pest control, security, etc. Professional fees are when Provider pay for auditors, accountants, payroll processors, program consultants, etc. These costs are used to pay for services from a company or individual who is not an employee of the agency, but who performs a service for which he/she is paid. Show the amounts related to each column heading.

Each service that has been purchased (contract or professional) should be listed in this field, individually. For example, if the Provider has a contract with Terminix to provide bug control then that would be one item. The accountant would be another item.

TOTAL PROFESSIONAL FEES AND CONTRACTED SERVICES:

Indicate the totals for the amounts entered above.

<p>INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES</p>
--

CONSUMABLE SUPPLIES: Enter amounts for items used or consumed by the respective programs per the column heading. Generally supplies are items such as stationary, paper, pens, file folders, and envelopes. Other types of supplies are items such as cleaning supplies, toilet paper, mops, brooms, paper towels and floor cleaner. Program and other supplies would also be included in this section such as printed pamphlets, text books and/or computer software. These items must be used or consumed within one year or less. List each item under "OTHER" separately and be specific.

<p><u>INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS</u></p>

OCCUPANCY COSTS: Enter amounts in the proper column based on a proration of space used by the programs under the column headings. It may be necessary to actually measure the space used by the various programs to achieve a proper proration of these costs. Some Provider's choose to put building and other occupancy costs in their Management and Indirect Costs column, and allocate them along with other "shared" types of costs. Telephone costs should be allocated or prorated based on actual usage, that is the number of phones used by Contract Program, and amount of long distance calls, rather than combined with other occupancy costs.

The occupancy cost includes a usage allowance that is similar to depreciation when the building is owned. In order to calculate the cost, the historical cost of the building must be used. The Provider must calculate the percentage that is to be used by the contracted program. Once both figures are obtained, the cost of the building is multiplied by the percentage of space used to determine the dollar amount to be charged to the program. For example, the actual cost of the building was \$150,000.00. The building is 3 stories and each story is 1000 square feet. The third floor is the management, the second floor is another program and the first floor is the contracted program. In this case, the first floor or 1000 square feet would be charged to the program or 33%. Therefore, \$150,000.00 divided by the 37.5 year life (life span per the IRS) of the building times 33% (program utilization) = \$1,320.00 per year. This amount can be charged to the program.

RENTAL @ PER SQ. FT.: Indicate the unit amount per square foot. For example, the rent is \$1000.00 per month for 100 square feet; however the unit amount is \$10.00. Indicate the total dollar amount in the block for the budget period. For example, the rent is \$1000.00 per month. The contract is for 10 months. The total dollar amount entered should be \$10,000.00.

HEAT & ELECTRICITY: If taking a straight line percentage of the total electric for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word “included” on this line.

WATER: If taking a straight line percentage of the total water for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word “included” on this line.

TELEPHONE: If taking a straight line percentage of the total phone cost for the agency, identify the percentage used on the line indicated.

OTHER: List all other deductions for occupancy costs separately and be specific.

INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS

TRAVEL COSTS: The costs entered into each column should be based on a review of actual travel costs incurred by the respective programs. A study of past years records should be completed before this section of the budget is prepared. Enter the figure used to calculate the reimbursement rate on the line provided.

TOTAL TRAVEL COSTS: Enter the amount for each column on this line. Be sure the totals balance for all columns.

INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

INSURANCE: Some agencies allocate all insurance costs to the Management and Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one program operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency programs, then a more appropriate method would be to show that program's insurance costs in the column for that program.

INSTRUCTIONS FOR SECTION H - PAGES 6 & 7; EQUIPMENT COSTS

EQUIPMENT COSTS: There are some directions listed on the budget pages for completing the four areas of this section. Any individual equipment item costing less than \$5,000 should be included as equipment cost. The exception to the "individual equipment cost" is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. While these components may individually cost less than \$5,000, the entire group is to be depreciated if the purchase price is \$5,000 or greater. For equipment items used for more than one program, show the percentage of time the contract program expects to use them and compute the amount based on that percentage. The large equipment items used by the Management and Indirect activities of the

agency should also be listed, with the percentage used by both programs, i.e. the Contract Program and MGT/Indirect, computed.

INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

MISCELLANEOUS COSTS: Enter any expense items, and the amount which Provider expects to spend for them, that Provider has not entered elsewhere in this document. Examples of miscellaneous costs are printing, advertising, and postage.

TOTAL MISCELLANEOUS COSTS: Enter the total of all miscellaneous costs in this section in the appropriate columns.

PROFIT MARGIN: For profit entities only - Enter the amount of profit being charged to the contract program.

TOTAL OF ALL EXPENSES: The total of all expenses should be calculated from the sub-totals of sections D through I.

EXPLANATION: Be sure to pay special attention to this section. It is important to note the rationale or basis for the figures used in the proration of MGT/INDIRECT costs. Specific instructions have been included on the budget to be followed.

INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS FOR REVENUES BY PROGRAM SERVICES SECTION

Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed. Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the

contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

FINAL REVIEW

1. Before submitting the budget, make a final check that each column of each page is correctly added, and that all figures are legible.
2. Review the Revenue page and make sure all revenue sources are listed. The total revenues shown MUST equal or exceed the total expenses shown in pages 1-8.
3. Please review Equipment section to make sure that all equipment purchases have been listed in proper section.

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HCJFS CONTRACT BUDGET

AGENCY _____ (Check for 4-month suppression of Unit Rate Alerts for new budgets)
BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM Medicaid Outreach 2007 TO 2008

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
SUB-TOTAL OF EACH COLUMN						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED: _____ UNIT= _____

TOTAL PROGRAM COST/TOTAL UNITS OF SERVICE = UNIT COST: \$ _____ \$ _____ EXHIBIT II \$ _____

2.
EXHIBIT II

<u>EXPENSES BY PROGRAM SERVICES</u>	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT INDIRECT</u>	<u>OTHER DIRECT SERVICES</u>	<u>TOTAL EXPENSE</u>
B. PAYROLL TAXES						
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
BENEFITS						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS						

<u>C. PROFESSIONAL FEES & CONTRACTED SERVICES</u> (Indicate type, function performed, and estimate of use (hours, days, etc.)	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT INDIRECT</u>	<u>OTHER DIRECT SERVICES</u>	<u>TOTAL EXPENSE</u>
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES						

3.
EXHIBIT II

EXPENSES BY PROGRAM SERVICES	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
D. CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
TOTAL CONSUMABLE SUPPLIES						
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ. FT.						
USAGE ALLOWANCE OF BLDG. OWNED @ 2% OF ORIG. ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRIC _____ WATER _____						
TELEPHONE						
OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS						

4.
EXHIBIT II

<u>EXPENSES BY PROGRAM</u>	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT</u>	<u>OTHER</u>	<u>TOTAL</u>
<u>SERVICES</u>				<u>INDIRECT</u>	<u>DIRECT SER</u>	<u>EXPENSE</u>
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER						
MILEAGE REIMBURSE.@						
PER MILE						
CONFERENCES &						
MEETINGS, ETC.						
PURCHASED						
TRANSPORTATION						
TOTAL TRAVEL COSTS						
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
TOTAL INSURANCE COSTS						

5.
EXHIBIT II

<u>EXPENSES BY PROGRAM SERVICES</u>	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT INDIRECT</u>	<u>OTHER DIRECT SERV</u>	<u>TOTAL EXPENSE</u>
<u>H. EQUIPMENT COSTS</u>						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
TOTAL SMALL EQUIPMENT COSTS						
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						
TOTAL EQUIPMENT & REPAIR						
EQUIPMENT LEASE COSTS (DETAIL)						
TOTAL LEASE COSTS						
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)						
TOTAL EQUIPMENT COSTS						

6.

EXHIBIT II

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was fully depreciated on the agency's books prior to the beginning date of the contract may not be used as a basis for determining costs of the program proposed for a contract, even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

[illegible]

EXHIBIT II

<u>REVENUES BY PROGRAM SERVICES</u>	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT INDIRECT</u>	<u>OTHER DIRECT SER</u>	<u>TOTAL REVENUES</u>
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
B. OTHER FUNDING						
FEES FROM CLIENTS						
CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount)						
AWARDS & GRANTS						
OTHER (specify)						
TOTAL REVENUE						

EXPLANATION OF ANY ITEMS ABOVE: _____

HCJFS CONTRACT BUDGET

AGENCY _____ (Check for 4-month suppression of Unit Rate Alerts for new budgets)
BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM Medicaid Outreach 2008 TO 2009

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
SUB-TOTAL OF EACH COLUMN						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED: _____ UNIT= _____

TOTAL PROGRAM COST/TOTAL UNITS OF SERVICE = UNIT COST: \$ _____ \$ _____ EXHIBIT II \$ _____

A. STAFF SALARIES – Attach Extra Pages for Staff, if needed

[illegible]

2.
EXHIBIT II

<u>EXPENSES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
B. PAYROLL TAXES						
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
BENEFITS						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS						

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.)	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES						

3.
EXHIBIT II

<u>EXPENSES BY PROGRAM</u> <u>SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
TOTAL CONSUMABLE SUPPLIES						
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ.FT.						
USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRIC _____ WATER _____						
TELEPHONE _____						
OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS						

4.
EXHIBIT II

<u>EXPENSES BY PROGRAM</u>	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT</u>	<u>OTHER</u>	<u>TOTAL</u>
<u>SERVICES</u>				<u>INDIRECT</u>	<u>DIRECT SER</u>	<u>EXPENSE</u>
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER						
MILEAGE REIMBURSE.@						
PER MILE						
CONFERENCES &						
MEETINGS, ETC.						
PURCHASED						
TRANSPORTATION						
TOTAL TRAVEL COSTS						
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
TOTAL INSURANCE COSTS						

5.
EXHIBIT II

EXPENSES BY PROGRAM SERVICES	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
H. EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
TOTAL SMALL EQUIPMENT COSTS						
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						
TOTAL EQUIPMENT & REPAIR						
EQUIPMENT LEASE COSTS (DETAIL)						
TOTAL LEASE COSTS						
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)						
TOTAL EQUIPMENT COSTS						

6.

EXHIBIT II

LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was fully depreciated on the agency's books prior to the beginning date of the contract may not be used as a basis for determining costs of the program proposed for a contract, even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

[illegible]

7.

EXHIBIT II

<u>REVENUES BY PROGRAM SERVICES</u>	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT INDIRECT</u>	<u>OTHER DIRECT SER</u>	<u>TOTAL REVENUES</u>
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
B. OTHER FUNDING						
FEES FROM CLIENTS						
CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount)						
AWARDS & GRANTS						
OTHER (specify)						
TOTAL REVENUE						

EXPLANATION OF ANY ITEMS ABOVE: _____

HCJFS CONTRACT BUDGET

(Check for 4-month suppression of Unit Rate Alerts for new budgets)
 BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM Medicaid Outreach 2009 TO 2010

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
SUB-TOTAL OF EACH COLUMN						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED: UNIT=

TOTAL PROGRAM COST/TOTAL UNITS OF SERVICE = UNIT COST: \$ EXHIBIT II \$

A. STAFF SALARIES – Attach Extra Pages for Staff, if needed

[illegible]

2.
EXHIBIT II

EXPENSES BY PROGRAM SERVICES	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
B. PAYROLL TAXES						
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
BENEFITS						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS						

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.)	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES						

3.
EXHIBIT II

<u>EXPENSES BY PROGRAM</u> <u>SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
TOTAL CONSUMABLE SUPPLIES						
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ.FT.						
USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRIC _____ WATER _____						
TELEPHONE _____						
OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS						

4.
EXHIBIT II

<u>EXPENSES BY PROGRAM</u>	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT</u>	<u>OTHER</u>	<u>TOTAL</u>
<u>SERVICES</u>				<u>INDIRECT</u>	<u>DIRECT SER</u>	<u>EXPENSE</u>
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER						
MILEAGE REIMBURSE.@						
PER MILE						
CONFERENCES &						
MEETINGS, ETC.						
PURCHASED						
TRANSPORTATION						
TOTAL TRAVEL COSTS						
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
TOTAL INSURANCE COSTS						

5.
EXHIBIT II

EXPENSES BY PROGRAM SERVICES	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
H. EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
TOTAL SMALL EQUIPMENT COSTS						
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						
TOTAL EQUIPMENT & REPAIR						
EQUIPMENT LEASE COSTS (DETAIL)						
TOTAL LEASE COSTS						
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)						
TOTAL EQUIPMENT COSTS						

6.

EXHIBIT II

LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was fully depreciated on the agency's books prior to the beginning date of the contract may not be used as a basis for determining costs of the program proposed for a contract, even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

[illegible]

7.

EXHIBIT II

<u>REVENUES BY PROGRAM SERVICES</u>	<u>PROGRAM 1</u>	<u>PROGRAM 2</u>	<u>PROGRAM 3</u>	<u>MGMT INDIRECT</u>	<u>OTHER DIRECT SER</u>	<u>TOTAL REVENUES</u>
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
B. OTHER FUNDING						
FEES FROM CLIENTS						
CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount)						
AWARDS & GRANTS						
OTHER (specify)						
TOTAL REVENUE						

EXPLANATION OF ANY ITEMS ABOVE: _____

ATTACHMENT F
AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Corporation or Business Trust)
(R.C. 3517.13(J)(3))

STATE OF OHIO

COUNTY OF _____ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to
Section 3517.13 of the Ohio Revised Code:

1. I am _____ employed as _____
[Name] [Title]
for _____.
[Name of Corporation/Business Trust]
2. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____.
[Name of Corporation/Business Trust]
3. On behalf of _____, I do hereby certify that all of
[Name of Corporation/Business Trust]
the following persons, if applicable, are in compliance with division (J)(1) of Section
3517.13 of the Ohio Revised Code:
 - (a) Each owner of more than twenty per cent of the corporation or business trust;
 - (b) Each spouse of an owner of more than twenty per cent of the corporation or
business trust;
 - (c) Each child seven years of age to seventeen years of age of an owner of more than
twenty per cent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
4. I further certify that if _____ is awarded a

[Name of Corporation/Business Trust]

contract, 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 (J)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) An owner of more than twenty per cent of the corporation or business trust;
- (b) A spouse of an owner of more than twenty per cent of the corporation or business trust;
- (c) A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) 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 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: _____

ATTACHMENT F1
AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Individuals or Non-Corporate Entities)
(R.C. 3517.13(I)(3))

STATE OF OHIO

COUNTY OF _____ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to
Section 3517.13 of the Ohio Revised Code:

1. I am _____ and I am employed as _____
[Name] [Title]
for _____.
[Name of Entity]

3. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____.
[Name of Entity]

5. On behalf of _____, I do hereby certify that the
[Name of Entity]
following persons, if applicable, are in compliance with division (I)(1) 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.

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: _____

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ATTACHMENT G

40 CASE REVIEW MATRIX 10/2006		
CAR	Finding	Documentation
Schedule Timely/ Complete		
Timely / Complete Consumer Attendance Report (CAR) (Deliverable #1)	Timely =	Early CAR: Submitted by 5:00 p.m. on the last working day of the current month. Monthly CAR: Submitted by 5:00 p.m. on the 8th working day of the following month.
	Complete =	Each CAR is submitted, signed and dated, with Pass or Fail noted, and lists fail/pass/good cause hours and verification codes as appropriate. CAR includes consumer name (as compared to the cases selected for the 40 Case Review).
A. Schedule Validity		
Cooperated	Yes =	Provider has case notes, school schedules, attendance logs, LMR forms and/or employment verification that confirms cooperation in review month.

Non Coop Inappropriate	Yes by Default =	Provider had insufficient time between assignment and month of review to confirm participation, insufficient documentation to sanction and or the reengagement/participation occurred late in the month.
	Yes =	Provider documented failure via case notes and generated a form letter to the customer to reengage.
	Yes =	Customer is not an OWF recipient for the review month
	Yes =	Customer not connected with Provider by HCJFS
	Yes =	Other
Provider Data Base	Finding	Documentation
B. Adequacy of Consumer Plan		
Plan for Review Month Reflects County Assignment Policy (Deliverable #2)	Yes =	For single parents with a child > 6 years old or pregnant with no other children in the home, the assignment is for 129 hours per month in a regular work activity; for single parents with a child < 6 years old, the assignment is for a minimum of 86 hours/month in a regular work activity.
	Yes =	For two parent household assignment is 237 hours per month of regular activity, split between the parents if the family is receiving federally funded child care or has no child under 13 years of age.

Yes =	For two parent household assignment is 151 hours per month of regular activity, split between the parents if the family is not receiving federal funded child care and has at least one child under 13 years of age.
	Note: For all assignments, sub codes must correspond with the correct activity to ensure full participation is counted, ex., vocational ed and post secondary (124,170) , ABLE (112) and job skills training (133,180).
Yes =	Alternative Assignment, (wholly or partially excluded from full participation in work activities) appropriate if the customer is: 1. medically verified to be pregnant and in the last trimester 2. the primary caretaker relative of a child between 3 and 12 months of age 3. incapacitated for employment as verified by a basic medical form 4. the primary caretaker of a disabled child not in school full-time or other household member (may exempt using C9 code) 5. unable to locate appropriate, affordable and accessible child care arrangements 6. medically able to verify reason for assignment to alternative assignment.

40 CASE REVIEW MATRIX 2006

Provider Data Base	Finding	Documentation
B. Adequacy of Plan (Cont.)		
Plan Reflects Customers' Vocational Needs	Yes =	<p>The PRA / barrier assessment is aligned with the assignment. For example:</p> <ol style="list-style-type: none"> 1. Meets exceptions to regular assignment criteria, assigned alternative activity. Or in case consumer is required to care for a disabled family member in the home, may exempt using C9 code. 2. Meets regular assignment criteria and assigned to regular activity 3. Recently lost long term employment and is assigned to independent job search activity 4. Has significant barriers or no tangible job skills and assigned to job readiness
C. Time in Barrier Removal: Intake		
Intake Barrier Days (Deliverable #3)	Yes =	<p>These customers are either new to OWF or have experienced a break in OWF not caused by a sanction. Count typically stops when:</p> <ol style="list-style-type: none"> 1. a new assignment or employment begins 2. case status is pending, or changes to inactive or sanction pending

		*Barrier days are NA if the consumer was assigned and then denied OWF benefits. It is an inappropriate schedule for review as the consumer was not an OWF recipient during the review month.
Count =		Total number of calendar days assigned to Work Net/ Worknet Medical in the Provider Database in the 12 months up to and including the schedule month when the case status in the Community Link database is active . Count equals NA if customer is not required, has never been assessed to determine if the consumer is required or not or was not newly assigned to Worknet in the last 12 months.
D. Time in Barrier Removal: Ongoing		
Ongoing Barrier Days (Deliverable #4)	Yes =	These customers are either not new to OWF or they have not experienced a break in OWF not caused by a sanction. Count typically stops when the assignment changes (no longer job readiness) and or case status changes to inactive or sanction pending
	Count =	Total number of hours (business days *6 hours) assigned to Work Net in the Provider Database in the 12 months up to and including the schedule month when: 1) the case status in the database is active and 2) the consumer has a history of 12 consecutive months of participation in the program. Count equals NA if customer does not have a history of 12 consecutive months of participation (excluding breaks in benefits due to sanction) in the program or was

		not assigned to Worknet / Worknet Medical in the last 12 months. Not to exceed 160 consecutive (and 240 total) hours of barrier removal activity.
		Note: As of 04/01/05, only Worknet Job readiness assignments count in the barrier removal total.

Revised: 03/26/07

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HAMILTON COUNTY

OHIO WORKS FIRST (OWF)

WORK/SELF-SUFFICIENCY ACTIVITIES PLAN

1 June 2005

Effective Date

State and Federal laws and regulations and departmental policy govern the operation of the programs described in this plan. The Hamilton County Job and Family Services acknowledge its responsibility to adhere to OWF laws and regulations regardless of the fact that, for purposes of simplicity and clarity, the specific provisions printed in this plan are sometimes paraphrases, excerpts or incomplete quotations from the full text.

HAMILTON COUNTY (HCJFS) ACTIVITIES PLAN

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 - 3904.1 Prioritization in the Continued Receipt of Assistance

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Appendices: PERSONAL RESPONSIBILITY AGREEMENT (HCJFS 0400)
COUNTY CONFERENCE RECORD (HCJFS 1100)

3900 PURPOSE AND OPERATING PRINCIPLES

3901 Goal

Ohio Works First (OWF) is the program adopted by Ohio to meet the objectives of (and be funded by) the federal Temporary Assistance to Needy Families (TANF) Act. The goal of OWF is to help participants transition toward personal responsibility, employment and self-sufficiency. Where this goal cannot be realized immediately, we can best advance toward it by combining and maximizing public and community resources to efficiently support needy families in their progress.

3902 Administration

As the state IV-A agency, the Ohio Department of Job and Family Services (ODJFS) is designated to administer, through the county Department of Job and Family Services, the Ohio Works First (OWF) Program. The director of the ODJFS and the director of the Hamilton County Job and Family Services (HCJFS) shall implement and enforce the requirements of the OWF program. Other State agencies shall cooperate with HCJFS to the maximum extent possible (and in conformity with their responsibilities under H.B. 408, H.R. 3734, H.R. 2015 and Am. Sub.H.B.283) in the implementation of the OWF program.

HCJFS shall administer and/or operate the OWF program. HCJFS shall provide staff with the training and direction necessary to effectively operate the OWF program

3903 Administration of Time Limits for Receipt of Benefits

Federal regulation allows a parent to receive OWF (or equivalent TANF-funded cash assistance from other states) for themselves, their spouse and their dependant children for a maximum of sixty months during their lifetime. Where an Assistance Group (AG) contains two married parents, the spouse with the greater number of months on assistance governs this determination while for two unmarried parents, a head-of-household must be designated in order to make this determination (please reference OAC 5101: 1-23-01). *NOTE: children are ineligible only when living with an*

ineligible parent. Not counted toward this time limit are months where the OWF AG is closed or, even when the AG remains open but no cash was received, including:

- SEP cases;
- Reduction of the grant to zero due to a LEAP sanction
- Reduction of the grant to zero because it would have been less than \$10;
- and
- Reduction of the grant to zero because of an overpayment recoupment.

Ohio has placed a sub-limit of thirty-six months on this receipt of benefits. However, after not receiving assistance for twenty-four months, a parent can reapply and become eligible for up to twenty-four additional months if HCJFS determines that “good cause” exists for the restoration of benefits.

NOTE: While any months of OWF received due to a Hardship Extension count toward the 60 month limitation, the Federal 60 month limitation does **not** apply to parents who continue to meet the “Hardship” extension criteria, referenced below in Section 3904, provided that the priority of their extension basis can be accommodated within the number of extensions available under the County policy.

3904 Administration of the Hardship Extension

A county can declare up to 20% of its average caseload (during a prior Federal Fiscal Year) under “hardship” and continue their assistance indefinitely. Prior to closure, all Assistance Groups due for closure under the 36 month time limit will be reviewed for a possible hardship extension. Hamilton County, at its sole discretion, will extend benefits to no more than 20% of its average caseload and only under these specific circumstances:

Priority A

- An Assistance Group whose parent or caretaker has a serious physical/mental illness or condition rendering them incapacitated for employment. The incapacity must be verified by a physician on a completed Basic Medical form (ODHS 7302), SSI must be pending and the individual must be fulfilling their assignment to a Developmental Exercise. HCJFS reserves the right to secure and rely upon a second opinion from a medical provider of its choice in determining whether incapacity for employment exists.
- An Assistance Group whose parent or caretaker must provide medically necessary full-time care for an immediate family member (child, spouse, parent or sibling)

residing in their home. The medical necessity of remaining in the home to care for the disabled individual must be verified by a physician's statement and the individual must be fulfilling their Self-Sufficiency Assignment. HCJFS reserves the right to secure and rely upon a second opinion from a medical provider of its choice in determining whether presence of the parent in the home is medically necessary.

Priority B

- An Assistance Group whose adult caretaker is medically verified to be six or more months pregnant or caring for a child under three months of age. Fulfillment of any assigned Developmental Activity is required.
- An Assistance Group whose parent or caretaker's capacity to retain employment is being disrupted by domestic violence and is actively seeking help, as evidenced by residence in a spousal abuse shelter, a current protective court order, a police report or a sworn affidavit coupled with steps to resolve the situation (such as retention of an attorney). This extension is for a period not to exceed six months and the adult caretaker must be fulfilling any self-sufficiency assignment they are given
- An Assistance Group whose parent or caretaker's capacity to retain employment is being compromised by chemical dependency and is actively seeking help, as evidenced by current participation in an approved residential substance abuse treatment program. This extension is for a period not to exceed two months and the adult caretaker must be fulfilling any self-sufficiency assignment they are given.
- An Assistance Group whose teen parent is enrolled and in good standing in High School for up to twelve months after receipt of their HS Diploma/GED. Those who are not attending high school full-time must be assigned to and fulfilling their self-sufficiency activity requirement.

Priority C

- An Assistance Group whose parent or caretaker has so many dependant children that employment may not be economically feasible (four or more children aged thirteen and under). The parent or caretaker must be assigned to and fulfilling their self-sufficiency activity requirement.
- An Assistance Group whose only or youngest parent/caretaker is 55 or more years of age. The parent or caretaker must be assigned to and fulfilling their self-sufficiency activity requirement.
- An Assistance Group whose parent or caretaker is enrolled and in good standing in an education or training program that, by itself or in combination with other assignments, meets their work participation requirement. The participant must have completed at least 50% of the program. The maximum extension allowed is one year.

Priority D

- An Assistance Group whose parent or caretaker has not received the benefit of participation in the county self-sufficiency plan as evidenced by the fact that, although the Assistance Group has received OWF, they have never been assigned to a self-sufficiency activity by HCJFS. This extension applies to individuals who do not meet any of the extension criteria listed above and is for a period not to exceed six months. The adult caretaker must be fulfilling any self-sufficiency assignment they are given.

3904.1 Prioritization in the Continued Receipt of Assistance

If and when ODJFS notifies HCJFS that exceeding the 20% tolerance is imminent, continued assistance will be given first to those with a "Priority A;" second to those with a "Priority B;" third to those with a "Priority C" and finally to those with "priority D." When not all Assistance Groups in any priority group can be given an extension due to the operation of the 20% limitation, priority within that group will be given to those who have received the lesser number of months of OWF assistance since October 1, 1997.

3910 CUSTOMER TARGETING AND PROCESSING

3911 Target Population

HCJFS will target this Self-Sufficiency program to OWF single and two-parent households.

NOTE: please refer to the FSCH at 5101: 4-3-28 through 4-3-38 for information concerning the Food Stamp Employment and Training program targeted to non- OWF households.

3912 Customer Flow and Appraisal Process

All OWF applicants are appraised within 30 days of application, on the date of application or as shortly thereafter as possible. The Personal Responsibility Agreement or "PRA" (a self-sufficiency contract and plan) will initially be discussed and signed during the appraisal interview with all adult caretakers or minor heads of households. The PRA

includes both responsibilities common to all OWF recipients and commitments to specific activities by the individual participant (*See Appendix for PRA form*). A Reappraisal will be conducted at each reapplication.

3913 Assessment/ Reassessment

Assessment will be conducted by the professional staff of a contracted community service provider. It will consist of in-depth identification of domestic violence, substance abuse, mental health issues, disability/handicaps and other barriers to employment and the adoption of strategies and plans to overcome them. Reassessment of employability prospects and barriers will be made as indicated to be necessary during the progress of a work activity program.

3914 Case Management/ Barrier Removal

Case management is available to individuals participating in OWF from the contracted provider. The Case Manager conducts in-depth interviews to survey, monitor and make arrangements, as necessary, regarding issues such as: physical and mental health of family members, education levels, housing needs, language barriers and required social and supportive services. When a participant is not prepared for participation or there have been failures in respect to personal responsibility and/or work assignments, it may be appropriate to engage the participant full-time in barrier-removal activity.

3915 Work Activity Requirements

A custodial parent or caretaker relative is required to participate in regular work activities according to the hours required for either a single parent or a two parent family. (*See section 3917 for exceptions*). Non subsidized employment hours will be counted toward the work activity requirement. *Note: these are **minimum** requirements, however no participant is to work/ participate more than 40 hours per week (other than in gainful employment).*

Single Parent (ADC-R & ADC-I) Requirement

- 129 hours per month of regular work activity;
- Option: developmental activities may be substituted for no more than 43 hours of this requirement where the AG contains a child under the age of six.

Two Parent (ADC-U) Requirement

- If a two-parent Assistance Group has federally funded child care provided to them (see Section 3955) or there is no child under age 13 in the Assistance Group, the parents must split 237 hours per month of regular work activity, in any combination (except see note above);
- If a two-parent Assistance Group (containing at least one child under the age of 13) is not receiving federally funded child care, the parents must split 151 hours per month of regular work activity, in any combination.
- option: ABLE/ high school attendance or education directly related to employment (for those lacking a HS diploma or GED) or Job Skills Training (directly related to employment) may be substituted for no more than 21 hours of the 237 or 151 required hours.

3916 WORK ACTIVITIES

3916.1 Regular work activities meet state and federal participation requirements and include:

- Unsubsidized Employment (including Work-Study);
- SEP;
- WEP;
- Job Readiness;
- Job Search;
- Vocational Education (including Post-Secondary Education);
- Job Skills Training (directly related to employment);
- Education directly related to employment; and
- ABLE/high school.

CAUTION: Please see sections 3920 through 3930 for further information about these activities and restrictions/limitations on their utilization to meet Federal and State participation requirements.

3916.2 Developmental Activities are reserved for individuals with significant barriers to effective participation in a countable regular work activity. They do **not** meet Federal or State participation requirements except hours 21-30 for a single parent with a child less than six years of age (this assignment will satisfy participation requirements when combined with 20 hours per week of gainful employment or regular work activity). The number of hours will be determined by the contracted provider.

Developmental Exercises may include:

- Vocational Education;
- Post-Secondary Education;
- Job Readiness Activities;
- Limited English Proficiency classes;
- Child Care Services;
- ABLE (for individuals aged 20 and over);
- Parenting Classes or Activities;
- Life Skills training;
- Substance abuse counseling;
- Mental health counseling;
- Rehabilitation;
- Participation in Children's Services Activities; and
- Other activities to help lead an individual to self-sufficiency.

3916.3 Alternative Activities are reserved for individuals with long term barriers to participating or short term disabling conditions where physician and/or rehabilitation appointments are the norm. They do **not** meet Federal or State participation requirements except hours 21-30 for a single parent with a child less than six years of age (this assignment will satisfy participation requirements when combined with 20 hours per week of gainful employment or regular work activity). The number of hours will be determined by the contracted provider.

Alternative Exercises may include:

- Caring for a severely disabled family member living in the home;
- Medically verified personal long or short term disabilities;
- Substance abuse counseling;
- Mental health counseling;
- Rehabilitation;
- Other activities to help lead an individual to self-sufficiency.

3917 Exceptions to Regular Work Activity

Hamilton County has determined that the interests of individuals (and the program) are, under the following circumstances, best served by wholly or partially excluding them from (full) participation in work activities:

- **An individual incapacitated for employment** as verified by a Basic Medical form (ODJFS 7302) is to be assigned to an appropriate developmental/alternative activity for disabled individuals.

- **The primary caretaker of a disabled child** who has medical verification of the need to remain in their own home to care for a disabled child should have their hours of regular work participation based upon their relief from care of the child (i.e., available child care or hours the child is in school). If the child is out of the home during the day, assignment of the caretaker to the site at which the child is in attendance should be explored. Developmental/Alternative activities may be substituted in whole or in part where (a full schedule of) an appropriate regular work activity is not practicable. *NOTE: In a two parent AG, one of the parents must participate in regular work activities to meet the 151 hour per month requirement.*
- **Temporary relief from the obligation to perform a regular work assignment may be granted due to the inability to locate appropriate, affordable and accessible child care arrangements which would allow participation.** The determination will be made with the advice of the HCJFS Child Care Section. This relief will be granted only after all resources to allow participation have been explored. The following definitions must be observed:
 - Appropriate: an informal arrangement deemed suitable by the parent **or** any provider licensed by ODJFS or certified by HCJFS;
 - Affordable: an informal arrangement satisfactory to the parent or a subsidized arrangement with copayments based on income and family size;
 - Accessible: child care within a reasonable distance will allow the parent to be at their job site within one and one half hours of departure from their home.

3917.1 Participants Who Have Received Twenty Four or More Months of OWF Assistance

Notwithstanding the provisions of 3917, those participants who are within twelve months of the 36 month limit for receiving OWF assistance (see Section 3903) must be assigned to some activity that contributes to their imminent need to achieve self-sufficiency. If reason for an exception to work activity is evident (based on the criteria specified in Section 3917) and therefore regular activities are inappropriate, developmental activities must be required instead.

3917.2 Treatment of Teen Parents

Teen Parents (who have neither completed their H.S. education or equivalent **nor** taken the “work option” by dropping out of school after reaching the age 18) are subject to the LEAP Program and their participation requirements are governed by OAC 5101:1-23-50. The provisions of section 3917 do **not** apply to LEAP participants but they **do** apply to teen parents who have completed their H.S. education or who have taken the “work option” after reaching age 18.

3917.3 Children's Services Involvement

Upon the written request of HCJFS Children's Services Staff, time engaged directly with Children's Services and/or participation in activities required by Children's Services may be recognized as a developmental activity in the case plan for a required participant. No matter the age of the youngest child, up to ten hours per week can be credited against the regular work requirement, with the remaining balance of the required hours devoted to appropriate regular work activity.

Documentation of the request must be maintained in the HCJFS IM case file or in the case file of the community service provider, as appropriate, depending on which agency reflected the reduction in the assigned hours in their self-sufficiency plan.

3917.4 Clarification of "Receipt of OWF Benefits"

See section 3903 above for those who are not considered to be in receipt of OWF assistance (and therefore are not required to participate).

3920 OWF REQUIRED WORK ACTIVITY COMPONENTS

3921 Gainful Employment

Hours spent in unsubsidized employment are recorded on CRISE screens AEIEI and AEISE. CAUTION: If gross earnings are not at least the required number of hours times the minimum wage, a supplementary assignment to another activity will be required to make up the difference between the hours credited and the participant's work requirement. Hours to be credited are the gross earnings divided by the Minimum Wage (rounded up to the next whole hour).

The Supplementary activity must be a required activity when the youngest child is aged at least six years. Where the youngest child is less than six years of age and the employment hours credited based on the above formula are at least 86 hours per month, the supplementary assignment may be a developmental exercise.

3922 Subsidized Employment Program (SEP)

- 1) HCJFS operates its SEP program through an agreement with employers.
- 2) HCJFS assures that the following SEP policies are implemented:
 - Placement not to exceed 6 months;
 - Full time positions (averaging at least thirty hours per week);
 - Positions will result in gross wages of at least \$700 a month for the participant ;
 - The assignment will qualify as an OWF component activity, thereby enabling participants to be eligible for supportive services until completion of their scheduled SEP contract period.
- 3) The program is marketed through HCJFS job developers, brochure, etc

3923 Work Experience Program (WEP)

- 1) WEP opportunities are provided through HCJFS assignment with public and private (for-profit and nonprofit) sponsors.
- 2) HCJFS (or contracted provider) will maintain premiums for Public Work Relief Compensation (administered by the Bureau of Workmen's Compensation) in the event a WEP participant incurs participation-related injuries or disabilities.
- 3) HCJFS assures that the following standards have been met in scheduling WEP assignments:
 - Prior training, experience, existing skills and proficiency of the participant are considered;
 - Participants with significant barriers are first assigned to "Work Net" to overcome those barriers with the assistance of case management;
 - Assignment of participants to a WEP site will not result in the displacement of current workforce members; and
 - First priority is given to public agencies, second priority to private nonprofit organizations and third priority to private for-profit organizations. Within these priorities, preference is given to sponsors who give participants first consideration for employment.

3924 Job Readiness Activities

Job readiness activities ensure participants are becoming familiar with general workplace expectations and exhibit behavior and attitudes which permit successful competition in the labor market. Job readiness activities are motivational in nature, focus job seekers' expectations and assist them in anticipating employer expectations, serving as a prelude to comprehensive assessment. Job Readiness and Job Search (see 3926 below)

activities may only be assigned for a maximum of 240 hours per Federal Fiscal Year (commencing October first). Furthermore, no more than four consecutive weeks of Job Readiness **and/or** Job Search may be assigned at one time and at least one week must elapse before additional Job Readiness **and/or** Job Search hours are assigned (in practice, this means that another assignment must be given for that week or the participation requirement will not be met).

3925 Job Search

HCJFS contracts for the provisions of Job Search program activities where participants are supervised and supported in seeking gainful employment. The provider must report attendance, participation, and outcomes. Job Search and Job Readiness activities may only be assigned for a combined maximum of 240 hours per Federal Fiscal Year.

3926 Vocational Education or Training (Including Post Secondary Education)

There is a twelve-month lifetime limit shared jointly by Vocational Education and Post Secondary Education. If an individual has, as of 10/1/99, already exhausted the previous lifetime limit of 2080 hours, they will not be eligible to have this activity counted after 10/1/99 toward their participation requirement. If the limit was not exhausted, they begin at 10/1/99 with a “fresh slate” and can have this activity counted toward participation for the full twelve months. Months wherein other activities are sufficient to meet the Federal Participation requirement will not count against the twelve month limit, only those months where the requirement will not count against the twelve-month limit, only those months where the Vocational (or Post Secondary) Education was essential in meeting the requirement will count. Vocational training in a specific occupational area may be provided to an individual (regardless of the educational level attained). The Department approves all training programs funded by WIA and programs available through legitimate vendors in the community.

Post Secondary education may be provided to an individual who has attained a high school diploma or equivalent and includes any program approved by the Ohio Board of Regents for a two-year or four-year institution. HCJFS assures that any Post Secondary program of study is limited to education which is directly related to the fulfillment of an

individual's employment goal. The individual is required to attend classes as mandated by the course curriculum. HCJFS assures that the following individuals are excluded from assignment to Post Secondary education:

- Individuals who have completed requirements for a baccalaureate degree;
- Individuals who have successfully completed the requirements for an associate degree within two calendar years immediately prior to the date of the interview with HCJFS (unless the individual is pursuing a bachelor's degree in the same field of study as the associate degree);
- Individuals who have successfully completed one hundred forty-four undergraduate semester credit hours or two hundred sixteen undergraduate quarter hours, and/or the combined equivalents.

Participants not attending education or training for at least 30 hours per week must be assigned to sufficient hours of another work activity to allow them to meet their participation requirement. Weekly hours spent in education or training are either the credit hours (as determined by the educational institution) or, where credit hours are not utilized in the program, they maybe calculated based on hours per week in required contact with the instructor(s) or trainer(s). For Post Secondary Education, two hours of class preparation (study) time may be included in the computation for each class hour attended.

3927 Job Skills Training

This training must be directly related to employment and may be in the same facility as the vocational training and post secondary education categories described above (but is coded ETWA 133). Unlike vocational training and post secondary education, this activity is **not** limited to 12 months lifetime. However, it can only be used to augment other activities:

- A single parent must have at least 20 hours per week in gainful employment and/or regular activities such as SEP, WEP, OJT or JRA – the balance of the required 30 hours may come from Job Skills Training.
- A two parent AG must have at least 30 (or 50) hours per week in these other activities – the balance of the required 35 (or 55) hours per week may come from Job Skills Training.

3928 Education Directly Related to Employment

Education directly related to employment is designed only for those without a HS Diploma or GED and is coded ETWA 180. It too may be essentially the same activity as the “Vocational Education” category of work activity. Unlike the “vocational education” activity, it is **not**

limited to 12 months in a lifetime. However, it can only be used to augment other activities:

- A single parent must have at least 20 hours per week in gainful employment and/or regular activities such as SEP, WEP, OJT or JRA-the balance of the required 30 hours may come from Education Directly Related to Employment.
- A two-parent AG must have at least 30 (or 50) hours per week in these other activities-the balance of the required 35 (or 55) hours per week may come from Education Directly Related to Employment.

3929 Adult Basic Literacy Education

Basic education may be provided to an individual who does not possess basic literacy skills (whether or not the individual has obtained a high school diploma or equivalent). This program may include high school or equivalent education, remedial education, adult basic education, basic literacy education, and/or education for an individual with limited English proficiency. Individuals assigned to ABLE are also assigned to a work activity sufficient to meet participation requirements.

If an individual is under age 20 and is maintaining satisfactory attendance in ABLE, High School (or LEAP), they will be credited with 20 hours of participation and, **with no other assignment**, meet the participation requirements. A two-parent AG, with both under 20 years of age, will also meet the requirements provided that both parents are maintaining satisfactory attendance in one of these activities.

For those over age 20, ABLE can only be used to augment other activities:

- A single parent must have at least 20 hours per week in gainful employment and/or regular activities such as SEP, WEP, OJT or JRA- the balance of the required 30 hours may come from ABLE.
- A two-parent AG must have at least 30 (or 50) hours per week in these other activities-the balance of the required 35 (or 55) hours per week may come from ABLE.

3940 SANCTIONS

3941 Sanctions

A sanction is a period of ineligibility for assistance under the OWF and/or Food Stamp programs, imposed because an individual, without good cause, refused or failed to honor conditions in their Personal Responsibility Agreement (PRA). The sanction process is explained in the PRA (HCJFS 0400). (***See the Appendix for the PRA form***).

*NOTE: LEAP required participants, except for those who have elected the “work option,” are subject to the sanctions prescribed in the LEAP regulations (OAC:1-23-50) and activity failures are dealt with as described therein. However, **all** LEAP participants who are required to sign a PRA, are subject to the three tier sanction process for violations of PRA provisions other than LEAP Participation.*

3942 Good Cause

The HCJFS policy for good cause for failure to participate in work activities, accept employment or otherwise fail to meet the responsibilities common to all OWF participants or any of the specific commitments made in furtherance of their self-sufficiency (outlined in their PRA) is described in the PRA.

3943 Dispute Resolution

The HCJFS grievance process, referred to in the PRA, has both informal and formal components. It is intended that most disputes about the appropriateness of assignments, hours of participation required, conditions at an activity/job site, good cause for failure to complete an assignment, etc. be resolved informally and routinely between the participant and the worksite/provider . The provider is committed to reschedule missed assignments, to the extent possible within the month of the assignment, in order to allow participants to meet their work requirement. In addition, HCJFS has a staff of Ombudspersons (Consumer Services Representative) assigned to receive and mediate participant's complaints/concerns.

In those instances where informal resolution is not possible and a written request for reconsideration by HCJFS is filed by the participant within 15 days of the mailing date of the notice of an impending sanction, a County Conference (OAC 5101:6-5-01(C)) will be convened to hear the grievance and the sanction action will be postponed. A Consumer Services Representative will preside and a decision, setting forth the facts and the basis of the decision, will be rendered on form HCJFS 1100. **The decision will be binding on the HCJFS staff responsible for the case.** The participant will receive a copy of the decision and a copy will be filed in the Consumer Services Office where a permanent record of all County Conferences conducted by the CSO will be maintained. *NOTE: Nothing in this provision is to be construed to diminish, delay or obstruct the participant's right to a State Hearing. (See HCJFS 1100 in the Appendix)*

3944 Compliance

The HCJFS compliance process for participants to be reinstated for benefits is described in the PRA. *(As previously noted, this form is included in the Appendix)*

3950 SUPPORTIVE SERVICES

3951 Coordination and Provision of Supportive Services

HCJFS coordinates the provision of its supportive services and related services provided by other agencies. To avoid duplication of services, prior to granting supportive services to an OWF participant, HCJFS verifies that the services are not otherwise available free of charge in the community.

3952 Method of Payment of Supportive Services

HCJFS secures supportive services including child care, transportation, incidentals and other work related expenses through direct pay, purchase of service and/or at no cost to the HCJFS.

3953 Types of Supportive Services

HCJFS will provide the following types of supportive services:

- Child Care (help in both locating and payment);
- Medical Coverage;
- Interpreter and other LEP services or training;
- Assistance with Commercial Driver's License (CDL), GED, Licensed Practical Nurse (LPN) application/testing fees;
- Special purchases to support participant's education and training; and
- Special purchases for a participant to obtain/retain verified employment.

3954 Participant Expense Allowance

Participants in OWF regular work activities are potentially eligible to receive transportation assistance. Participants in developmental activities may be provided transportation assistance where the site has made written request to HCJFS and/or their contracted provider documenting that it is necessary.

Transportation assistance may be provided in the form of bus tokens, bus cards, gas cards and/or a flat monthly expense allowance as deemed appropriate by HCJFS and/or their contracted provider.

When an individual walks to a site or uses a non-internal combustion or non-electric powered conveyance, or otherwise incurs no expense for transportation, an allowance will not be paid.

3955 Child Care

Child care services are an essential ingredient to facilitate participation, especially for those with children under six years of age. Child care should be:

- **accessible:** the child care must allow the participant to be at their jobsite within 1 1/2 hours of departing from their home;
- **appropriate;** the child care must be an informal arrangement the participant deems suitable or a provider licensed by ODJFS or certified by HCJFS; and
- **affordable:** the cost of an informal arrangement must be acceptable to the participant or HCJFS must provide a subsidized arrangement with copayments that are based on the participant's income and family size.

NOTE: The lack of accessible, appropriate and affordable child care is good cause for failure to participate for those participants with a child under six years of age.

3956 Transitional Supportive Services

HCJFS may provide the following transitional supportive services for those participants who have obtained gainful employment:

- Special Purchases (Work clothing, tools, equipment, etc.)
- Substance Abuse Treatment
- Others, as designated by HCJFS

3957 Supportive Services for Sanctioned Assistance Groups

Case Management is to address barriers to participation is available for AGs that would be eligible for OWF if it were not for the fact that they are currently serving a sanction.

Prevention, Retention and Contingency (PRC) funds may also be available to support efforts toward self-sufficiency. ***CAUTION: PRC may not be used to (prospectively or retroactively) meet living expenses which would have been met by the sanctioned OWF grant.***

Personal Responsibility Agreement

Ohio Works First Self-Sufficiency Contract - Part One

Hamilton County's Ohio Works First (OWF) program expects participants to become employed, take care of their families and take charge of their futures. If you cannot support your family without cash assistance, OWF can provide temporary support while you prepare for self-sufficiency. If this cash assistance is necessary:

! Every adult member (or minor head of household) in your assistance group (AG) must sign a Personal Responsibility Agreement (PRA). If **each required individual** in your assistance group does not sign a PRA, OWF assistance will not be authorized or continued.

! You and your caseworker must review this agreement together. Your caseworker will explain each part of your Personal Responsibility Agreement. If you don't understand, stop and ask questions. This agreement lists:

- The steps you are responsible for taking toward supporting yourself and your family without OWF cash assistance.
- The steps Hamilton County Department of Job and Family Services (HCJFS) will take to assist you in meeting this goal.

! To become or remain eligible for OWF cash assistance, every adult member (or minor head of household) **must also complete a Self-Sufficiency Case Plan with Community Link** (an organization of local service providers) that will detail the activities you are required to pursue toward your self sufficiency. NOTE: participants under the age of 19 may instead continue to work toward their HS diploma through the LEAP (Learning, earning and parenting) program.

! Your responsibilities may change as you carry out these steps. You and

Community Link (or your LEAP Case Manager) will evaluate your progress at reapplication or any other time needed. Any changes to your self-sufficiency plan will become part of this agreement when signed by both you and Community Link (or your LEAP Case Manager).

! You are entitled to a copy of your PRA free of charge and when changes are made in your self-sufficiency plan, you are also entitled to a copy at no cost.

! Be sure you understand the actions you are required to take to receive OWF assistance. **If you fail or refuse to carry out any part of this agreement or the related self-sufficiency plan, you and your family will lose cash, food stamps and, in some situations, medical coverage.**

Consequences: You and your family will lose benefits if you refuse or fail to carry out any requirement in this PRA or your self-sufficiency plan.

The first time you do not carry out any part of your PRA or Plan:

- Your entire family=s **cash benefits stop for 1 month** X or until you comply, whichever is longer.
- Often, YOUR food stamps will also be reduced.

The second time you do not carry out any part of your PRA or Plan:

- Your entire family=s **cash benefits stop for 3 months** X or until you comply, whichever is longer.
- Often, YOUR food stamps will also be reduced.

The third time you do not carry out any part of your PRA or Plan:

- Your entire family=s **cash benefits stop for 6 months** X or until you comply, whichever is longer.
- Often, YOUR food stamps will also be reduced.

Quitting a job without just cause will cause:

- Your entire family to lose **cash benefits for 6 months**.
- YOUR Food Stamps may also be reduced.

Medical Benefits

- Non-cooperation with Child Support Enforcement or Paternity Establishment will make the adult who fails **ineligible for Medicaid**.
- Non-cooperation with a work activity will make the adult who fails **ineligible for Medicaid** beginning with the third time their OWF cash assistance is terminated.

LEAP Participants who fail or refuse to meet program requirements:

- If enrolled in school, will **lose** the \$62 monthly school attendance incentive and will suffer a \$62 **reduction** in their cash assistance as well.
- If not enrolled in school (or in an acceptable alternative) and under age 18, **the teen parent will be ineligible for OWF**.
- If not enrolled in school (or in an acceptable alternative) and 18 years of

age, will be required to participate in a work activity. Failure to complete the self-sufficiency assessment and Case Plan with Community Link will result in denial/termination of OWF for the teen parent and child(ren).

I understand that under Ohio Works First:

I may receive cash assistance for a total of only 36 months (not necessarily consecutive). After this, I will be ineligible for 24 consecutive months. If HCJFS determines that I have a good cause,≡ (that is, made a good faith effort to maintain my self-sufficiency), I may then be eligible for OWF for up to an additional 24 months, not to exceed 60 months total.

NOTE: The 36 and 60 month limits are applicable even where HCJFS is unable to provide supportive services such as Child Care.

It is also possible that Hamilton County may determine that I have a hardship≡ and continue assistance beyond the 36 or even 60 month limit. This hardship≡ status is allowed for a maximum of 20% of the average number of OWF participants. I understand that Hamilton County is not obligated to extend benefits through this hardship provision in any case, but will assess and discuss my eligibility for an extension based on hardship with me before my 36-month time limit expires.

HCJFS agrees to work with you and to provide (or arrange through Community Link) services that include:

- Explaining and, if necessary, reading this agreement to you;
- Assessing your family's barriers to self-sufficiency; reviewing your progress as needed and affording you the opportunity to revise your plan to meet changes in your circumstances;
- Providing training, work experience and supportive services needed to help you find and retain employment as quickly as possible within the 36-month time limitation for cash assistance;
- Accommodating your plan and activities to barriers, especially disability or limited/no proficiency with English;
- Providing free and competent translation services for oral and written communication if you have impaired hearing or limited English proficiency;
- Providing assistance to you in locating and/or paying for child care;
- Determining eligibility for receipt of Medicaid, child care, food stamps or other services even if you (or members of your AG) fail to comply with requirements in this agreement (that are not relevant to these other programs);

- Treating you and all members of your assistance group with courtesy and respect and without discrimination;
- Providing you equal access to the benefits of the OWF program and opportunities to achieve self-sufficiency and gain income security;
- Affording you the right to a county conference and/or state hearing when you believe you have good cause for failing to keep a commitment in this agreement or do not believe the assigned activities are appropriate.

While participating in Ohio Works First, I understand that I am responsible for carrying out ALL parts of this agreement including:

- Looking for and accepting a job;
- Attending all scheduled appointments and being on time, including (but not limited to) those with HCJFS Child Care, Child Support and OWF staff;
- Cooperating with HCJFS in establishing eligibility for Ohio Works First including giving true and correct answers to all questions about my family, income and other eligibility requirements;
- Reporting all job, income and family changes to HCJFS within 10 days of the change;
- Reporting all money I make and keeping ALL pay stubs to verify it to HCJFS (including the 24 months after my benefits have ended due to the time limit);
- Work with Community Link to resolve obstacles to my employability and develop an individualized Case Plan. Cooperate with all steps in the Case Plan including attending and participating in assigned employment and training and reporting all absences to Community Link;
- Performing all work activities listed in my Self-Sufficiency Plan and following instructions and rules at the assigned worksite unless Community Link determines that good cause exists for me not to do so;
- Not quitting any job (NOTE: HCJFS may determine that I had just cause);
- Identifying, reporting everything I know and providing documents regarding any absent parent;
- Cooperating in establishing paternity (fatherhood) for any child born where I was not married to the father;
- Assigning my rights to and cooperating in the recovery of any cash or medical support due me or claims I may have against a third party;
- Turning in any child support payments received directly from the absent parent after OWF is approved;
- Cooperating with repayment requirements for any overpayments of Child Support and/or OWF cash assistance I receive;

NOTE: You may not have to cooperate with child support if you have Agood cause,≡ that is: cooperation may result in serious physical emotional harm to yourself or your child; or if your child was conceived as a result of incest or rape; or legal proceedings

for adoption are pending before a court; or you are currently being assisted by an agency to decide whether to give your child up for adoption. The CSEA will need documents to show that you have Agood cause≡ and will let you know if you have to cooperate or if you have Agood cause≡ not to cooperate.

Good Cause

If, at any time after you have signed a Personal Responsibility Agreement (PRA), you fail or refuse to participate in work activities or meet any other commitments you have made in the agreement or your Self-Sufficiency Case Plan ,HCJFS and/or Community Link must determine if you had Agood cause≡ for your failure or refusal.

Good Cause is defined as an acceptable reason for a participant to refuse or fail to participate with Ohio Works First requirements. Reasonable discretion will be exercised to evaluate your personal circumstances in considering your claim for good cause. NOTE: **worksite closure** (when the work or training site is closed due to holiday, weather emergency or other disaster) is **not** a failure to participate.

It is your responsibility to contact your Worksite/Service Coordinator, LEAP Case Manager, Support Enforcement or Children=s Services worker **each time** (and **no later than one (1) hour after** the scheduled start time of any activity or appointment) to explain why you are not participating as scheduled. This reporting time can be extended if you verify that compelling circumstances prevented timely contact.

If you claim good cause (and the reason does not involve a failure by HCJFS or Community Link), documentation is required to verify your reason for non-participation. **Documentation must be provided** to your Worksite/Service Coordinator, Support Enforcement or Children=s Services worker **within seven calendar days**. If you report circumstances beyond your control and were timely in making contact, an extension to provide documentation **may** be granted.

If good cause is not established, a sanction will be imposed. NOTE: Jobsites are encouraged to work with you to make up make up missed assignments even if you had no good cause.

If good cause is established, the sanction will not be initiated or, if it has been initiated, it will be immediately retracted by HCJFS. The following are **good cause** reasons and any documentation that may be required for you to establish that good cause existed:

- **Failure of Community Link to Make the Assignment:** failure to timely inform you of the date, time and/or place to report or failure to arrange for your participation with the site.
- **Failure of HCJFS or Community Link to Provide Support Services:** you are entitled to receive support services for transportation and child care, where necessary. NOTE: Failure to access or use available support services is **not** good cause.
- **Inability to Obtain Child Care:** child care is a necessary support service for a single custodial parent. Good cause exists if the parent is unable to obtain child care that meets all of the following criteria:
 - **Accessible:** the child care must allow you to be at your jobsite within 90 minutes of departing from your home;
 - **Appropriate:** the child care must be either an informal arrangement you deem suitable or a provider licensed by ODJFS or certified by HCJFS; and
 - **Affordable:** the cost of an informal arrangement must be acceptable to you or HCJFS must provide a subsidized arrangement with co-payments that are based on your income and family size.

If you are unable to participate for lack of child care, you must discuss the circumstances with the Worksite/Service Coordinator. The Worksite/Service Coordinator will determine good cause based on the above standards and in consultation with designated HCJFS Child Care Section personnel.

- **Personal Illness:** a statement is required from a physician or other health professional indicating the diagnosis, when you were treated and when you can return to work/school.
- **Illness of a family member:** a statement is required from a physician or other health professional identifying the family member under care and why the participant was needed to care for the patient. A family member is someone related by blood, marriage, or adoption and living in the same household as the participant.
- **Death of an immediate family member:** a copy of the obituary from the newspaper or statement from the funeral home is required. Good cause absences are limited to five “work assigned” days per event. Immediate family members include; spouse, mother, father, brother, sister, child, grandparent or grandchild (including step), mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or legal guardian.
- **Incarceration:** the Justice Center form indicating the entry and release dates is required.

- **Court Appearance:** a document or statement from the court or an attorney is required that indicates the date, time and room number of the court appearance.
- **Required Meeting/Conference:** where attendance at a school conference or meeting with Children's Services or a health or social services provider is required, a statement from the teacher or caseworker is necessary.
- **Family Crisis, Injury or Disruption:** examples would be a lost child, domestic violence, eviction or other traumatic incident. Substantiation would be obtained from the public safety or social agency involved.
- **Household Emergency:** examples would be fire, flooding, natural disaster, etc. Substantiation would come from public safety authorities, social service agencies, news reports, etc.
- **Temporary Disruption of Child Care:** a statement from the provider is required.
- **Lack of Transportation:** documentation from the auto repair facility, public transit authority or other customary transportation provider is required, as appropriate to the mode of transportation. Where public transportation is not reasonably available (commute would exceed one hour), good cause may be found for a period not to exceed one calendar week on the basis of a lack of transportation from a private individual or due to the inoperability of your own vehicle.
- **Job Interview:** report of the interview **prior to** the missed assignment is required. A copy of the job application or other document indicating the date and time of the interview may also be required at the discretion of the Worksite/Service Coordinator.

Just Cause

OWF participants are ineligible for assistance for six months if they voluntarily leave a job.

This provision also applies to recipients of Transitional Medicaid and transitional child care benefits who apply for OWF cash benefits. However, HCJFS will exempt you from this provision **if you can prove** that you quit for Ajust cause.≡ Just cause includes:

- Leaving to accept a comparable or better job;
- Quit by a minor assistance group member who is not a parent and therefore has no duty to support;
- Discrimination or sexual harassment on the job;
- Unreasonable conditions such as not being paid regularly;
- Unsuitable work (less than minimum wage, work is at a strike site, health and safety violations, work for which you are physically or mentally unfit);
- Documented illness of an immediate family member requiring your continuous presence;
- A household emergency (e.g., fire, flood, violent crime, theft or natural disaster) that interferes with your ability to report for work;
- Lack of child care (for a child under six years old).

NOTE: a layoff or loss of employment for which you are not at fault is not a Aquit.≡

Dispute

It is intended that most disputes about the appropriateness of assignments, hours of participation required, conditions at a work/activity site, good cause for failure to complete assignments, etc. can be resolved informally between the participant and Community Link.. You may also contact your HCJFS Ombudsperson (phone number on the next page).

(Note: requests for reconsideration of a proposed sanction must be received by HCJFS within 15 days of the mailing of the notice). Time permitting prior to a scheduled Hearing, a HCJFS and/or Community Link representative will conduct the conference and you will receive a written decision. You may also have the right to a State Hearing about some issues and, if so, you do not give up that right by requesting a County Conference.

AGREEMENT

I agree to take personal responsibility for meeting the requirements outlined on the preceding pages and for carrying out the activities specified in any Self-Sufficiency Case Plan adopted as a result of those requirements. I understand my responsibilities may change as I carry out these steps and activities. Those changes will be made to the case plan at reapplication or at any other time Community Link (or my LEAP Case Manager) and I determine necessary. This agreement replaces any other personal responsibility agreement I may have signed before.

CAUTION: This Personal Responsibility Agreement is Part One of your Self-Sufficiency Contract. It must be followed by an Assessment interview with Community Link (or a LEAP Case Manager) which results in completion of the Self-Sufficiency Case Plan which is the second part of your Self-Sufficiency Contract.

Participant	
Social Security Number	Date

Compliance

If a sanction is imposed (and not ordered withdrawn by County Conference or State Hearing), I understand that I will be ineligible for benefits (as described on Page 1 of this booklet. I also understand that, in addition to waiting for the minimum sanction period to expire, I must comply regarding the requirements I have failed before the sanctioned benefits can be reinstated.

If the sanction is due to a work activity failure, I will sign a new PRA and a new Self-Sufficiency Case Plan and agree to cooperate with my new assignment. Minimum requirements for sanction compliance include; a) completing three (3) full six (6) hour days of work at a work site deemed appropriate by HCJFS and/or Community Link or b) providing documentation that you have applied for three (3) employment opportunities and provide documentation that you have made child care arrangements for your children. Note: Satisfaction of compliance requirements must occur within 30 calendar days of PRA and Self-Sufficiency Plan sign off.

Upon completion, OWF benefits will be reinstated retroactive to the day I have signed **the PRA andSelf-Sufficiency Plan** or the day after the minimum sanction period has been met, whichever is later. I understand that HCJFS or Community Link can work with me regarding my barriers to participation after I complete a new Case Plan even if my assistance cannot yet be reinstated.

If the sanction is due to a failure to cooperate with Child Support or Children=s Services, I must contact them and complete the missed requirement. Once I comply, OWF benefits will be reinstated retroactive to the day I agreed to comply provided the minimum sanction period has been served.

If you feel that HCJFS or Community Link have not carried out their responsibilities under this contract, you have the right to:

- ☐ Contact your Caseworker at _____
- ☐ Contact your Caseworker=s Supervisor at _____
- ☐ Contact your HCJFS Ombudsperson at 946-1389
- ☐ Request a hearing by calling your Caseworker

I agree to work with this participant and his/her family while they receive OWF, working toward self-sufficiency. I agree to provide information and to link the participant and his/her family to Community Link and other outside community resources.

HCJFS Representative	Date
----------------------	------

Workforce Participation: An Overview of Consumer Demographics and Work Activity Assignments.

General Consumers Demographics:

The average Workforce Participation Consumer is a single or divorced African American female around 28 yrs old with less than a completed high school education and two children under the age of nine.

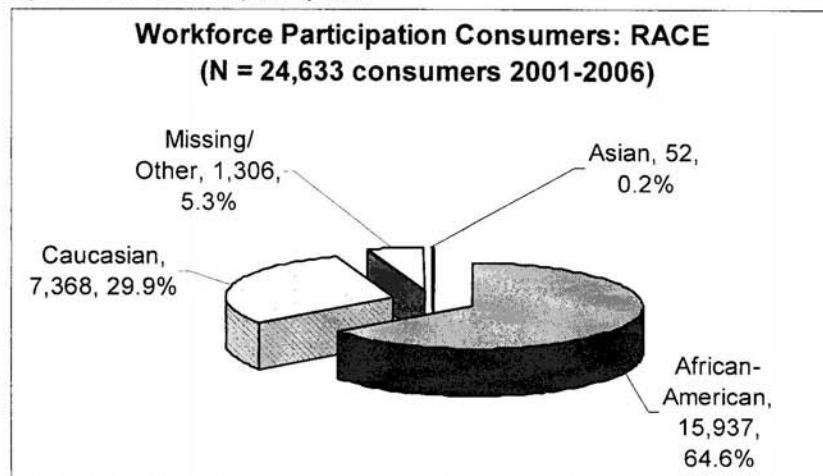
Figure 1.1 General Statistics for Consumers

Total Consumers Served Before 10/1/06 by Workforce Participation Vendor	24,633
Average # of consumers a month	4,132** (range 3,534- 5,195)
Average age when entered Workforce Participation Program	28.2 yrs (range 18-61)
# consumers that have children	24,117 97.9%
Average age of children when parents started program	5.43 yrs (range: In Utero-22)
Average # of children	2 children**
Maximum number of children	12 children

*This was calculated for the current vendor between 10/1/02 through 10/1/06. Months before 10/1/02 did not appear to be when the current vendor was operating at capacity

**Based on the number of children the client has claimed as dependents

Figure 1.2 Workforce Participation by Race



**General
Consumers
Demographics
Continued:**

Figure 1.3 Workforce participation by gender

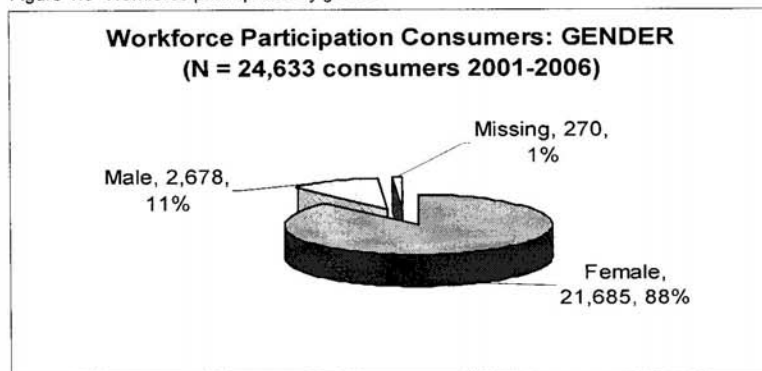


Figure 1.5 Workforce participation by Marital Status

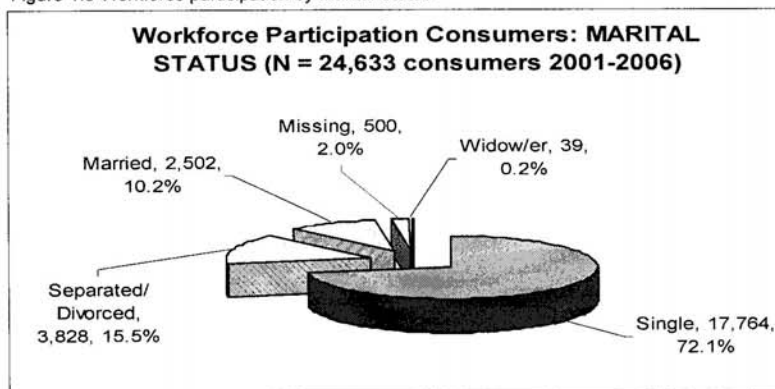


Figure 1.4 Workforce Participation by Education Level

Education Level completed at entry		
High School Grad/ GED	4235	34.4%
11th or 12th grade	4155	33.7%
9th or 10th grade	2250	18.3%
1 to 4 yrs of college/ No degree	983	8.0%
8th grade or lower	466	3.8%
College Degree or Higher	233	1.9%

*47% of the clients were missing data on Education Level because this data was not being tracked in the early yrs of Community Link

Child Welfare Involvement

A large percentage of Workforce Participation Consumers have engaged with Children's Services in some capacity.

- Almost 1 of every 5 Workforce Participation Consumers has been an alleged perpetrator in a Children's Service Investigation.
- Additionally, almost 1 of every 5 Workforce Participation Consumers has had an open case with Children's services and those who have had open cases have averaged two open cases.
 - Someone may have an open case and not be an alleged perpetrator. Children's Service cases are opened under the mother regardless of who the perpetrator is. (i.e., a perpetrator could be a babysitter, neighbor, etc. but the case would be opened under the mother)
- Almost 50% of Workforce Participation consumers have been connected to an open case in Children's Services. This could be as a neighbor, caretaker, family friend, etc.

Figure 2.1 Workforce Participation and Children's Services involvement

Workforce Participation Consumers and Children's Services Involvement		
Number of Workforce Participation Consumers who have been listed as an alleged perpetrator in a Children's Service Case	4,628*	18.8%
Number of Workforce Participation Consumers who have had an open Children's Service Case	4,376*	18.5%
Average Number of Open Cases	2	
Number of Workforce Participation Consumers that have been connected to a Children's Service case as a Person of Interest	11,797	48.1%

*This data indicates if they have ever been involved, not just during their Workforce Participation time.

Methods:

Barriers, Assignments, and Participation were examined for a two year period from October 2004 to October 2006. There were changes in the TANF Reauthorization Act in 10/06 that drastically changed how participation and work program compliance were monitored. This has been a difficult transitions and data collected since 10/06 is not considered to be an accurate reflection of the program. Therefore, the two years before this change was implemented were examined and considered to be the most reflective of the previous work participation program and its level of consumer compliance.

**Identified
Barriers for
Consumers:**

- Almost 70% of all barriers listed were one of these five: Transportation, Daycare, Food, Housing, or Clothing.
- Criminal History indicates that the individual has some criminal activities in their past that will make it difficult for them to find employment or even a provider for a work assignment.
- Children's Service case indicates that at the time the caseplan was created, the consumer self-disclosed that they had an open case in Children's Services. This gets listed as a barrier because parents with open Children's Service cases often have requirements of them from their Children's Services caseplan that can make Workforce Participation difficult.

Table 3.1 Barriers for Consumers during 10/04-10/06

Barriers listed for Consumers	# times listed	% of all barriers
Transportation	14,188	27.2%
Daycare	6,322	12.1%
Food	5,625	10.8%
Housing	4,887	9.4%
Clothing	4,537	8.7%
Utilities	3,260	6.3%
Mental Health	2,449	4.7%
School Schedule	2,421	4.6%
Criminal History	1,574	3.0%
Disabled Family Member	1,489	2.9%
Furniture	1,231	2.4%
Other	1,114	2.1%
Health Issues	1,051	2.0%
Learning Disability	502	1.0%
Pregnancy Issues	410	0.8%
Children's Service Case	276	0.5%
DV	224	0.4%
Substance Abuse/ CD	223	0.4%
Barrier Removal	150	0.3%
SAMI	133	0.3%
Literacy Issues	45	0.1%

There were 52,111 barriers listed in 34,275 caseplans for 15,179 clients during this timeframe.

**Identified
Barriers for
Consumers
cont:**

Next looked at what resources were used to assist consumers in addressing their barriers.

- Transportation barriers have been handled almost solely by the current vendor.
- Several providers appear across a number of barriers: St. Vincent DePaul, St. John's Social Services, Community Action Agency and The Free Store.
- Under Criminal History: record not expunged means that the consumer has not attempted to clear their criminal record or they were unable to clear it.

Table 3.4 Top Providers by Barrier Type

Table 3.4 Top Providers by Barrier Type					
TOP PROVIDERS/ ASSIGNMENTS BY BARRIER TYPE between 10/4-10/06					
Transportation (N = 14,186)			Daycare (N =6321)		
Current Vendor	13,477	95.0%	Subsidized Daycare	5,264	83.3%
			Already in Services	167	2.6%
			Worknet Service	75	1.2%
Food (N = 5625)			Housing (N = 4887)		
Free Store	1,691	30.1%	CMHA	567	11.6%
St. John's Social Services	668	11.9%	Model Management	404	8.3%
St. Vincent DePaul	399	7.1%	Community Action Ag	303	6.2%
Clothing (N= 4,537)			Utilities (N = 3260)		
Free Store	1,193	26.3%	Community Action Ag	767	23.5%
St. Vincent DePaul Store	778	17.1%	St. Vincent DePaul	470	14.4%
St. John's Social Service Center	627	13.8%	Salvation Army	317	9.7%
Mental Health (N = 2,449)			Criminal History (N = 1,574)		
Already in Services	753	30.7%	Record not expunged	638	40.5%
Family Services	608	24.8%	Legal Aid	415	26.4%
Not interested	292	11.9%	Already in Services	140	8.9%
Disabled Family Member (N = 1,489)			Furniture (N = 1,231)		
Already in Services	1,302	87.4%	St. Vincent DePaul	303	24.6%
			Rescue Comm Center	169	13.7%
			Mama Bear	101	8.2%

Barriers: A closer look at Transportation

Transportation and Childcare were the biggest barriers and are covered in more detail on the following pages.

- 13,311 consumers needed transportation assistance during this two year time frame.
- Nearly half of all the transportation issued was given in the form of tokens. There were usually 6 tokens given at a time and these were issued for 10 days at a time.
- Gas cards were given to consumers 35% of the time.

Figure 3.3 Transportation issued from 10/04- 10/06

Types of Transportation Assistance 10/1/04 - 10/1/06 (N = 13,311 clients)			
Types of transportation	# issued	%	# Clients**
Bus Tokens	41,931	49.6%	11,017
Gas Card	29,807	35.2%	6,596
Bus Card A (city wide)	11,648	13.8%	2,982
Bus Card B (county wide)	1,473	1.7%	485
Totals	84,859	100.00%	21,080**

** Clients do appear in more than one category. Clients may have had tokens at one time and used a gas card at another

Figure 3.4 Tokens Issued Statistics

Tokens Issued 10/1/04 - 10/1/06 (N = 13,311 clients)	
# of times tokens were issued	41,931
Average # of tokens issued	6
Average # of days these tokens were issued for	10

**Barriers: A
closer look at
Daycare**

Figure 3.5 Workforce Participation clients also using daycare

Average Number of Workforce Consumers per month who also use subsidized childcare	1747*
Percentage of all Workforce Participation Consumers using JFS daycare each month	39%

* This average was determined by looking at Community Link Clients in 11/06, 12/06, 1/07, and 2/07 who were also receiving daycare vouchers from JFS

The typical Workforce Participation Consumer using subsidized childcare is a single 25 yr old African American female with 2 children below the age of 5 and less than a high school education

- Consumers who also use subsidized childcare are very similar to the general Workforce Participation Population in regards to Education Level and Race. However, they are on average 3 years younger, and have children on average 2 years younger. (Compare Figure 1.1 and 3.6)

Figure 3.6 General Statistics of Consumers using Childcare

Workforce Participation Consumers utilizing subsidized childcare	
Number of Workforce Participation consumers utilizing subsidized childcare	2,564
Average Age of Adult Clients	25.5 yrs
Number of children served for these consumers	4,764
Average Child's Age	3.48 yrs
Average number of children per client	2

**Workforce
Participation
Assignments:**

- Only Regular work assignments and consumers who are already employed will count towards the Work Participation Rate.
- Developmental, Alternative, and Barrier Removal activities may be assigned but these assignments will not count towards Work Participation for the program, and actually these assignments reduce the Participation rate for the program.
- Even if everyone fully cooperated and completed their assignments, only 73% of the assignments (the regular assignments and employed) would count towards that participation rate.

Figure 4.1 Activity types by assignments during 10/04-10/06

Activity Types by Assignment 10/04-10/06 (15,179 consumers)						
Regular Work (N =91,361)			Developmental/ Alternative (N= 28,902)			
Current Vendor	58,841	64.4%	Child under 1 yr	6,706	23.2%	
Worknet	35,115	38.4%	Physical Health	6,950	24.0%	
Career Link	9,516	10.4%	Child under 6 yrs	2,670	9.2%	
Job Readiness	7,449	8.2%	SSI Case Manag	2,516	8.7%	
Career Link (SCH)	5,426	5.9%	Primary Caretaker	2,157	7.5%	
EDU including:	19,972	21.9%	6-9 months Preg	1,266	4.4%	
Cincinnati State	5,706	6.2%	Child under 3 mth	1,052	3.6%	
Other EDU sites	3250	3.6%	Barrier Removal (N = 5,204)			
Brown Mackie Coll	2581	2.8%	Worknet- Medical	4,843	93.1%	
YWCA/ GED	2159	2.4%	Worknet	361	5.4%	

The following looks at those assignments that were eligible for participation rates and where these consumers were assigned.

**Workforce
Participation
Assignments
cont:**

- The current vendor has programs that account for close to 60% of all assignments that can be used for determining workforce participation.
- Almost 9% of all assignments are for individuals who are already employed.
- 22% of work assignments are in an educational setting or university
- 10% of eligible work activities come from assignments to places other than through Current Vendor Programs, EDU, or employment activities.

Figure 4.2 Top Assignments by provider for 10/04-10/06

Top Work assignments eligible for participation during 10/04 to 10/06 by provider			
Frequency*	Percent	Provider Assigned	# Clients
58,841	58.7%	Current Vendor Referrals including:	
35,115	35.0%	Worknet	9,853
9,516	9.5%	Career Link (job) at Super Jobs	2,480
7,449	7.4%	Worknet Job Readiness	4,559
5,426	5.4%	Career Link (SCH)	1,229
1,335	1.3%	Worknet Pending	748
19,972	21.9%	Top EDU assignments including:	
5,706	5.7%	Cincinnati State Tech & Comm. College	821
2,581	2.6%	Brown Mackie College/EDTR	381
2,159	2.2%	YWCA GED/EARN	337
2,092	2.1%	Southwestern College of Business/ EDTR	396
1,839	1.8%	University of Cincinnati/ EDTR	287
701	0.7%	Academy of Court Reporting	106
8,837	8.8%	Employed	2,257
82% of all Workforce Participation work assignments that would have been eligible for participation during this time period came from these 16 assignments			

* Frequency refers to the total number of assignments to each provider across the two yrs. This is not unduplicated. % refers to the total number of assignments per provider. # Clients is the number of unduplicated consumers assigned to each provider.

**Completed
Work
Assignments:**

There were no discernable demographic differences between consumers who completed assignments, failed to complete assignments, or were sanctioned. The race, gender, and educational levels were all similar to the tables and charts in the General Consumer Demographics section.

- 94% of all employed consumers complete their assignments.
- 67% of all assignments to the current vendor's participation programs were completed. This includes Career Link (SCH) which is a short term assignment for students enrolled in an EDU activity but who have not given a copy of their school schedule as verification. Completion of these assignments means that the consumer has turned in a copy of a school schedule.
- 84% of all educational assignments are completed by consumers.
- There are fewer individual consumers that are employed or assigned to EDU activities, but these individuals complete their assignments at a relatively high rate.

Figure 5.1 Completed work assignments by Provider

Workforce Participation Consumers from 10/04 -10/06 th at completed their work assignment by the top Provider Assignments (N=11,321 clients for 67,236 completed assignments)			
Frequency*	Percent	Provider Assigned	# of Clients**
8,332	94.3%	Employed	2010
38,305	65.1%	Current Vendor As signments	
14,717	41.9%	Worknet	7280
6,030	81.0%	Worknet Job Readiness	4083
5,623	59.1%	Career Link at Super Jobs	2126
4,692	86.5%	Career Link (SCH)	1185
17,213	84.2%	EDU Assignments	
5,520	96.7%	Cincinnati State	804
2,437	94.4%	Brown Mackie College	372
1,325	93.0%	Southwestern College of Business	272
These eight providers accounted for over 70% of all achieved work participation activities between 10/04-10/06			

* Frequency is the number of individual monthly assignments that were completed by clients between 10/04-10/06. Percent is the percent of all assignments at this provider that were completed.

** This represents the number of unduplicated clients who have ever completed a monthly assignment with this provider during this time frame, even if only for one month

**Completed
Work
Assignments
cont:**

- EDU and Employment assignments are completed at a much higher rate than any other type of assignment. EDU and Employment assignments account for almost 40% (Figure 5.1) of all completed activities but are only 30% (Figure 4.1) of all assignments.

**Incomplete
Work
Assignments:**

- Referencing Table 3.2 and Table 4.1 shows that 59% of all eligible job assignments are assigned to the Current Vendors' Participation Programs and that 65% of these assignments are completed by consumers.
- Educational assignments are completed at a very high rate. Most incompletions are from Graduate Equivalent Diploma and Beauty School assignments.

Figure 6.1 Incomplete work assignments by Provider

Workforce Participation Consumers that failed to complete an eligible work assignment by Top Providers assigned (N= 7,907 consumers 10/04 – 10/06)			
Frequency*	Percent	Provider Assigned	# Clients**
20,507	34.9%	Current Vendor Assignments	
16,451	46.8%	Worknet	6461
2,511	26.4%	Career Links at Super Job	1141
1,038	13.9%	Worknet Job Readiness	990
507	9.3%	Career Link (SCH)	229
3,230	15.8%	EDU Assignments	
545	25.2%	YWCA GED	165
192	39.0%	Moler Beauty college	73
86	3.2%	Western Hills Beauty School	32
505	5.7%	Employed	247

Frequency is the number of regular individual monthly assignments that were not completed by clients between 10/04-10/06.

** This represents the number of unduplicated clients who have ever failed to complete a monthly assignment with this provider during this time frame, even if only for one month.

**Clients who
were placed on
sanction:**

Consumers who fail to complete a work assignment are placed on sanction. A sanction is a withholding of consumers' OWF benefits for a period of time for non-compliance with the work participation program.

Figure 7.1 General Statistics for Sanctioned Consumers

Sanctions Data	
Number of individuals placed on sanction, 10/04 - 10/06	6,009 (40%)
Average age of sanctioned consumers	28.3 yrs
Number of consumers who had children	5,981 (99%)
Average Age of Children for sanctioned Consumers	4.6 yrs
Average Number of Children for sanctioned Consumers	2
Average number of individuals on sanction per month between 10/04 to 10/06	531
Total number of clients served in Workforce Participation 10/04-10/06	15,179

Figure 7.2 Sanctions by Consumers assignments

Workforce Participation Consumers that were Sanctioned, by their most recent Provider Assignment (N= 6,009 consumers 10/04 -10/06)			
Frequency*	Percent	Provider Assigned	% of all eligible assignments
4,260	70.9%	Current Vendor Assignments	58.7%
3,018	50.2%	Worknet	35.0%
642	10.7%	Career Links at Super Jobs	9.5%
462	7.7%	Worknet Job Readiness	7.4%
233	3.9%	EDU Assignments	15.0%

*Completed at the client level. Percent is the proportion of all sanctions assigned to this provider

HAMILTON COUNTY JOB & FAMILY SERVICES Work
Participation Monitoring for
Ohio Works First (OWF) Cash Recipients
PROVIDERS CONFERENCE
October 9, 2007

- I. Welcome Introductions - Tracy Reeves
- II. Overview of Program - April Barker
- III. Scope of Service - April Barker
- IV. Overview of the RFP Process - Tracy Reeves
- V. Proposal Submission - Tracy Reeves
- VI. Overview of Budget/Contract - Laura Keith
- VII. Questions & Answers

Board of Commissioners:

Pat DeWine, David Pepper, Todd Portune

County Administrator: Patrick J. Thompson

Director: Moira Weir

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

www.hcjfs.org

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E-mail: reevet01@jfs.hamilton-co.org

October 9, 2007

ADDENDUM #1

**RFP 07-010 OHIO WORK PARTICIPATION MONITORING – OHIO WORKS
FIRST (OWF) CASH RECIPIENTS**

To All Potential Providers:

Questions and Answers received prior to Pre-Bid Conference

1. **Q:** Is \$300,000 the entire payment for services for the Work Participation Monitoring, or is the \$300,000 mentioned on page 10 of the RFP a performance incentive in addition to cost reimbursement? If so, is there a suggested budget or amount of funding available?
A: **The \$300,000 is solely for the performance incentive payments. Potential providers should submit a budget needed to support the specified program in the RFP.**
2. **Q:** What was the solicitation date for this? Also, is this a new requirement or is there an incumbent vendor?
A: **September 14, 2007. Yes, the service is currently being provided by Talbert House.**
3. **Q:** Is there a way that I can obtain a list of Interested Parties or Bidders?
A: **This will be provided in a subsequent addendum.**
4. **Q:** Are we able to locate a program office at HCJFS location at 222 Central Pkwy.? If so, what is the square footage of the available space? Will there be rent? If so, how much annually?
A: **Yes, there is a location at HCJFS 222 E. Central Pkwy. Square footage of space will be provided in a subsequent addendum. There is no rent payment.**
5. **Q:** What is the amount of funding available for the Work Participation Monitoring activities?
A: **See Answer to question #1.**

6. Q: What are the dates of the Program Years? Are they the same as calendar years?

A: **Initial two year calendar contract 1/1/08 thru 12/31/10, with a one year option for renewal thru 12/31/11.**

7. Q: What percentage of customers will require significant time and assistance from program staff? Is there a percentage of customers who will be job ready and able to conduct a job search largely on their own?

A: **The data provided in Attachment I gives historical experience with this population. HCJFS can not predict the level of barriers presented by the consumer population.**

8. Q: Does the county have contracts with agencies that provide support services and barrier removal services?

A: **Yes, however they are not related to this contract.**



Information about TANF Reauthorization can be found at the web site noted below.

Ohio Department of Family Services Online: www.jfs.ohio.gov

→ www.jfs.ohio.gov

→ Info Center

→ Site Index

- select the letter "O"
- scroll down and select Office Of family Stability
- select TANF Reauthorization
- select link of interest related to TANF reauthorization and Ohio's implementation



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Office of Family Stability

TANF Reauthorization Information

With the passage of the Deficit Reduction Act of 2005, the TANF program has been reauthorized until the year 2010. New requirements on the work programs have been instituted through HHS interim final regulations. Below are some links of interest related to TANF reauthorization and Ohio's Implementation.

Ohio

[State Work Verification Plans submitted to HHS for approval](#)

[August 14, 2007](#)

[June 29, 2007](#)

[February 2007](#)

[September 2006](#)

Rules

[CAMTL #34 Effective July 1, 2007](#)

[CAMTL #32 Effective December 29, 2006](#)

[CAMTL #29 Effective September 29, 2006](#)

Family Stability Letters

[Letter # 49 April 7, 2006](#)

[Letter #49A July 17, 2006](#)

[#49A Attachment A \(Questions for Counties\)](#)

[#49A Attachment B \(Chart: Interim Final Regulations\)](#)

[Letter #49B September 29, 2006](#)

[#49B Attachment A \(CRIS-E changes\)](#)

[#49B Attachment B \(Notices\)](#)

Federal

[TANF Reauthorization Part of the Deficit Reduction Act of 2005](#)

[GAO Report](#)

[HHS Interim Final Regulations](#)

HHS State Work Verification Plan Guidance

[August 2006 Original Guidance](#)

[December 2006 Further Guidance](#)

[April 2007 Guidance](#)

[June 2007 Memo](#)

[August 2007 Letter](#)

Other

[CBPP and CLASP Summary of TANF Work Provisions in the Budget Reconciliation Bill](#)

[CLASP Analysis of New Interim Final Rules](#)

CBPP and CLASP: Implementing Changes in the Deficit Reduction Act
APHSA and NGA Recommendations on TANF Reauthorization requirements

Food Stamp Non Discrimination Statement

The Hamilton County Self-Sufficiency Plan is currently being revised. Recommended reading for both current and historical information regarding work activities may be found at the web site noted below.

OHIO DEPARTMENT OF JOB & FAMILY SERVICES ONLINE

www.jfs.ohio.gov

To find the Cash Assistance Manual

- www.jfs.ohio.gov
- Info Center
- Site Index
 - select the letter "C"
 - scroll down and select **Cash Assistance Manual**
 - select **2000 TANF: OWF and PRC**
 - click on the **Table of Contents** to select a specific section of Chapter 2000 or to find a specific Cash Assistance Manual Transmittal Letter (CAMTL)

Note: Attached is the Outline of Contents for Chapter 2000

TANF: OWF, PRC and ERI

JULY 1, 2007	OUTLINE OF CONTENTS	CHAPTER 2000
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Personal Responsibility Agreement

Ohio Works First Self-Sufficiency Contract - Part One

Hamilton County's Ohio Works First (OWF) program expects participants to become employed, take care of their families and take charge of their futures. If you cannot support your family without cash assistance, OWF can provide temporary support while you prepare for self-sufficiency. If this cash assistance is necessary:

- ▶ Every adult member (or minor head of household) in your assistance group (AG) must sign a Personal Responsibility Agreement (PRA). If **each required individual** in your assistance group does not sign a PRA, OWF assistance will not be authorized or continued.
- ▶ You and your caseworker must review this agreement together. Your caseworker will explain each part of your Personal Responsibility Agreement. If you don't understand, stop and ask questions. This agreement lists:
 - The steps you are responsible for taking toward supporting yourself and your family without OWF cash assistance.
 - The steps Hamilton County Department of Job and Family Services (HCJFS) will take to assist you in meeting this goal.
- ▶ To become or remain eligible for OWF cash assistance, every adult member (or minor head of household) **must also complete a Self-Sufficiency Case Plan with Community Link** (an organization of local service providers) that will detail the activities you are required to pursue toward your self sufficiency. NOTE: participants under the age of 19 may instead continue to work toward their HS diploma through the LEAP (Learning, earning and parenting) program.
- ▶ Your responsibilities may change as you carry out these steps. You and Community Link (or your LEAP Case Manager) will evaluate your progress at reapplication or any other time needed. Any changes to your self-sufficiency plan will become part of this agreement when signed by both you and Community Link (or your LEAP Case Manager).
- ▶ You are entitled to a copy of your PRA free of charge and when changes are made in your self-sufficiency plan, you are also entitled to a copy at no cost.
- ▶ Be sure you understand the actions you are required to take to receive OWF assistance. If you fail or refuse to carry out any part of this agreement or the related self-sufficiency plan, you and your family will lose cash, food stamps and, in some situations, medical coverage.

Consequences: You and your family will lose benefits if you refuse or fail to carry out any requirement in this PRA or your self-sufficiency plan.

The first time you do not carry out any part of your PRA or Plan:

- Your entire family's **cash benefits stop for 1 month** — or until you comply, whichever is longer.
- Often, YOUR food stamps will also be reduced.

The second time you do not carry out any part of your PRA or Plan:

- Your entire family's **cash benefits stop for 3 months** — or until you comply, whichever is longer.
- Often, YOUR food stamps will also be reduced.

The third time you do not carry out any part of your PRA or Plan:

- Your entire family's **cash benefits stop for 6 months** — or until you comply, whichever is longer.
- Often, YOUR food stamps will also be reduced.

Quitting a job without just cause will cause:

- Your entire family to lose **cash benefits for 6 months**.
- YOUR food stamps may also be reduced.

Medical Benefits

- Non-cooperation with Child Support Enforcement or Paternity Establishment will make the adult who fails **ineligible for Medicaid**.
- Non-cooperation with a work activity will make the adult who fails **ineligible for Medicaid** beginning with the third time their OWF cash assistance is terminated.

LEAP Participants who fail or refuse to meet program requirements:

- If enrolled in school, will **lose** the \$62 monthly school attendance incentive and will suffer a \$62 **reduction** in their cash assistance as well.
- If not enrolled in school (or in an acceptable alternative) and under age 18, **the teen parent will be ineligible for OWF**.
- If not enrolled in school (or in an acceptable alternative) and 18 years of age, will be **required to participate in a work activity**. **Failure to complete the self-sufficiency assessment and Case Plan with Community Link will result in denial/termination of OWF for the teen parent and child(ren).**

I understand that under Ohio Works First:

I may receive cash assistance for a total of only 36 months (not necessarily consecutive). After this, I will be ineligible for 24 consecutive months. If HCJFS determines that I have "good cause," (that is, made a good faith effort to maintain my self-sufficiency), I may then be eligible for OWF for up to an additional 24 months, not to exceed 60 months total.

NOTE: The 36 and 60 month limits are applicable even where HCJFS is unable to provide supportive services such as Child Care.

It is also possible that Hamilton County may determine that I have a "hardship" and continue assistance beyond the 36 or even 60 month limit. This "hardship" status is allowed for a maximum of 20% of the average number of OWF participants. I understand that Hamilton County is not obligated to extend benefits through this hardship provision in any case, but will assess and discuss my eligibility for an extension based on hardship with me before my 36-month time limit expires.

HCJFS agrees to work with you and to provide (or arrange through Community Link) services that include:

- Explaining and, if necessary, reading this agreement to you;
- Assessing your family's barriers to self-sufficiency; reviewing your progress as needed and affording you the opportunity to revise your plan to meet changes in your circumstances;
- Providing training, work experience and supportive services needed to help you find and retain employment as quickly as possible within the 36-month time limitation for cash assistance;
- Accommodating your plan and activities to barriers, especially disability or limited/no proficiency with English;
- Providing free and competent translation services for oral and written communication if you have impaired hearing or limited English proficiency;
- Providing assistance to you in locating and/or paying for child care;
- Determining eligibility for receipt of Medicaid, child care, food stamps or other services even if you (or members of your AG) fail to comply with requirements in this agreement (that are not relevant to these other programs);
- Treating you and all members of your assistance group with courtesy and respect and without discrimination;
- Providing you equal access to the benefits of the OWF program and opportunities to achieve self-sufficiency and gain income security;
- Affording you the right to a county conference and/or state hearing when you believe you have good cause for failing to keep a commitment in this agreement or do not believe the assigned activities are appropriate.

While participating in Ohio Works First, I understand that I am responsible for carrying out ALL parts of this agreement including:

Looking for and accepting a job;

- Attending all scheduled appointments and being on time, including (but not limited to) those with HCJFS Child Care, Child Support and OWF staff;
- Cooperating with HCJFS in establishing eligibility for Ohio Works First including giving true and correct answers to all questions about my family, income and other eligibility requirements;
- Reporting all job, income and family changes to HCJFS within 10 days of the change;
- Reporting all money I make and keeping ALL pay stubs to verify it to HCJFS (including the 24 months after my benefits have ended due to the time limit);
- Work with Community Link to resolve obstacles to my employability and develop an individualized Case Plan. Cooperate with all steps in the Case Plan including attending and participating in assigned employment and training and reporting all absences to Community Link;
- Performing all work activities listed in my Self-Sufficiency Plan and following instructions and rules at the assigned worksite unless Community Link determines that good cause exists for me not to do so;
- Not quitting any job (NOTE: HCJFS may determine that I had just cause);
- Identifying, reporting everything I know and providing documents regarding any absent parent;
- Cooperating in establishing paternity (fatherhood) for any child born where I was not married to the father;
- Assigning my rights to and cooperating in the recovery of any cash or medical support due me or claims I may have against a third party;
- Turning in any child support payments received directly from the absent parent after OWF is approved;
- Cooperating with repayment requirements for any overpayments of Child Support and/or OWF cash assistance I receive;

NOTE: You may not have to cooperate re child support if you have "good cause," that is: cooperation may result in serious physical emotional harm to yourself or your child; or if your child was conceived as a result of incest or rape; or legal proceedings for adoption are pending before a court; or you are currently being assisted by an agency to decide whether to give your child up for adoption. The CSEA will need documents to show that you have "good cause" and will let you know if you have to cooperate or if you have "good cause" not to cooperate.

Good Cause

If, at any time after you have signed a Personal Responsibility Agreement (PRA), you fail or refuse to participate in work activities or meet any other commitments you have made in the agreement or your Self-Sufficiency Case Plan, HCJFS and/or Community Link must determine if you had "good cause" for your failure or refusal.

Good Cause is defined as an acceptable reason for a participant to refuse or fail to participate with Ohio Works First requirements. Reasonable discretion will be exercised to evaluate your personal circumstances in considering your claim for good cause. **NOTE: worksite closure** (when the work or training site is closed due to holiday, weather emergency or other disaster) is **not** a failure to participate.

It is your responsibility to contact your Worksite/Service Coordinator, LEAP Case Manager, Support Enforcement or Children's Services worker **each time** (and **no later than one (1) hour after** the scheduled start time of any activity or appointment) to explain why you are not participating as scheduled. This reporting time can be extended if you verify that compelling circumstances prevented timely contact.

If you claim good cause (and the reason does not involve a failure by HCJFS or Community Link), documentation is required to verify your reason for non-participation. Documentation must be provided to your Worksite/Service Coordinator, Support Enforcement or Children's Services worker within seven days. If you report circumstances beyond your control and were timely in making contact, an extension to provide documentation **may** be granted.

If good cause is not established, a sanction will be imposed. **NOTE:** Jobsites are encouraged to work with you to make up missed assignments even if you had no good cause.

If good cause is established, the sanction will not be initiated or, if it has been initiated, it will be immediately retracted by HCJFS. The following are **good cause** reasons and any documentation that may be required for you to establish that good cause existed:

- ▶ **Failure of Community Link to Make the Assignment:** failure to timely inform you of the date, time and/or place to report or failure to arrange for your participation with the site.
- ▶ **Failure of HCJFS or Community Link to Provide Support Services:** you are entitled to receive support services for transportation and child care, where necessary. **NOTE:** Failure to access or use available support services is **not** good cause.
- ▶ **Inability to Obtain Child Care:** child care is a necessary support service for a single custodial parent. Good cause exists if the parent is unable to obtain child care that meets all of the following criteria:
 - Accessible: the child care must allow you to be at your jobsite within 1 1/2 hours of departing from your home;
 - Appropriate: the child care must be either an informal arrangement you deem suitable or a provider licensed by ODHS or certified by HCJFS; and
 - Affordable: the cost of an informal arrangement must be acceptable to you or HCJFS must provide a subsidized arrangement with co-payments that are based on your income and family size.

If you are unable to participate for lack of child care, you must discuss the circumstances with the Worksite/Service Coordinator. The Worksite/Service Coordinator will determine good cause based on the above standards and in consultation with designated HCJFS Child Care Section personnel.

- ▶ **Personal Illness:** a statement is required from a physician or other health professional indicating the diagnosis, when you were treated and when you can return to work/school.
- ▶ **Illness of a family member:** a statement is required from a physician or other health professional identifying the family member under care and why the participant was needed to care for the patient. A family member is someone related by blood, marriage, or adoption and living in the same household as the participant.
- ▶ **Death of an immediate family member:** a copy of the obituary from the newspaper or statement from the funeral home is required. An immediate family member is a spouse, parent, sister, brother or child, including in-laws and other generations denoted by the prefix "grand" or "great."
- ▶ **Incarceration:** the Justice Center form indicating the entry and release dates is required.
- ▶ **Court Appearance:** a document or statement from the court or an attorney is required that indicates the date, time and room number of the court appearance.
- ▶ **Required Meeting/Conference:** where attendance at a school conference or meeting with Children's Services or a health or social services provider is required, a statement from the teacher or caseworker is necessary.
- ▶ **Family Crisis, Injury or Disruption:** examples would be a lost child, domestic violence, eviction or other traumatic incident. Substantiation would be obtained from the public safety or social agency involved.
- ▶ **Household Emergency:** examples would be fire, flooding, natural disaster, etc. Substantiation would come from public safety authorities, social service agencies, news reports, etc.
- ▶ **Temporary Disruption of Child Care:** a statement from the provider is required.
- ▶ **Lack of Transportation:** documentation from the auto repair facility, public transit authority or other customary transportation provider is required, as appropriate to the mode of transportation. Where public transportation is not reasonably available (commute would exceed one hour), good cause may be found for a period not to exceed one calendar week on the basis of a lack of transportation from a private individual or due to the inoperability of your own vehicle.
- ▶ **Job Interview:** report of the interview **prior to** the missed assignment is required. A copy of the job application or other document indicating the date and time of the interview may also be required at the discretion of the Worksite/Service Coordinator.

Dispute

It is intended that most disputes about the appropriateness of assignments, hours of participation required, conditions at a work/activity site, good cause for failure to complete assignments, etc. can be resolved informally between the participant and Community Link. You may also contact your HCJFS Ombudsperson (phone number on the next page).

In those instances where informal resolution is not possible and you file a written request for a County Conference, you will be given an opportunity to formally present your grievance (*Note: requests for reconsideration of a proposed sanction must be received by HCJFS within 15 days of the mailing of the notice*). Your HCJFS Ombudsperson will conduct the conference and you will receive a written decision. You may also have the right to a State Hearing about some issues and, if so, you do not give up that right by requesting a County Conference.

Just Cause

OWF participants are ineligible for assistance for six months if they voluntarily leave a job. This provision also applies to recipients of Transitional Medicaid and transitional child care benefits who apply for OWF cash benefits. However, HCJFS will exempt you from this provision if you can prove that you quit for "just cause." Just cause includes:

- Leaving to accept a comparable or better job;
- Quit by a minor assistance group member who is not a parent and therefore has no duty to support;
- Discrimination or sexual harassment on the job;
- Unreasonable conditions such as not being paid regularly;
- Unsuitable work (less than minimum wage, work is at a strike site, health and safety violations, work for which you are physically or mentally unfit);
- Documented illness of an immediate family member requiring your continuous presence;
- A household emergency (e.g., fire, flood, violent crime, theft or natural disaster) that interferes with your ability to report for work
- Lack of child care (for a child under six years old).

NOTE: a layoff or loss of employment for which you are not at fault is not a "quit."

Agreement

I agree to take personal responsibility for meeting the requirements outlined on the preceding pages and for carrying out the activities specified in any Self-Sufficiency Case Plan adopted as a result of those requirements. I understand my responsibilities may change as I carry out these steps and activities. Those changes will be made to the case plan at reapplication or at any other time Community Link (or my LEAP Case Manager) and I determine necessary. This agreement replaces any other personal responsibility agreement I may have signed before.

CAUTION: This Personal Responsibility Agreement is Part One of your Self-Sufficiency Contract. It must be followed by an Assessment interview with Community Link (or a LEAP Case Manager) which results in completion of the Self-Sufficiency Case Plan which is the second part of your Self-Sufficiency Contract.

Participant:	
Social Security Number:	Date:

Compliance

If a sanction is imposed (and not ordered withdrawn by County Conference or State Hearing), I understand that I will be ineligible for benefits (as described on Page 1 of this booklet. I also understand that, in addition to waiting for the minimum sanction period to expire, I must comply regarding the requirements I have failed before the sanctioned benefits can be reinstated.

If the sanction is due to a work activity failure, I will sign a new PRA and a new Self-Sufficiency Case Plan and agree to cooperate with my new assignment. Upon the completion of the new PRA and Case Plan, OWF benefits will be reinstated retroactive to the day I have signed **both the PRA and the Plan** or the day after the minimum sanction period has been met, whichever is later. I understand that HCJFS or Community Link can work with me regarding my barriers to participation after I complete a new Case Plan even if my assistance cannot yet be reinstated.

If the sanction is due to a failure to cooperate with Child Support or Children's Services, I must contact them and complete the missed requirement. Once I comply, OWF benefits will be reinstated retroactive to the day I agreed to comply provided the minimum sanction period has been served.

If you feel that HCJFS or Community Link have not carried out their responsibilities under this contract, you have the right to:

- Contact your Caseworker at _____
- Contact your Caseworker's Supervisor at _____
- Contact your HCJFS Ombudsperson at 946-1389
- Request a hearing by calling your Caseworker

I agree to work with this participant and his/her family while they work toward not needing welfare. I agree to provide information and to link the participant and his/her family to Community Link and other outside community resources.

HCJFS Representative:	Date:
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**Board of Commissioners:**

Pat DeWine, David Pepper, Todd Portune

County Administrator: Patrick J. Thompson**Director:** Moira Weir**General Information:** (513) 946-1000**General Information TDD:** (513) 946-1295www.hcjfs.orgwww.hcadopt.orgwww.hcfoster.org

222 E. Central Parkway • Cincinnati, Ohio 45202

(513) 946-1628 • Fax: (513) 946-2384

E-mail: reevet01@jfs.hamilton-co.org

October 16, 2007

ADDENDUM #2**RFP 07-010 OHIO WORK PARTICIPATION MONITORING – OHIO WORKS FIRST (OWF) CASH RECIPIENTS****To All Potential Providers:**

The date for us to issue answers to questions submitted has been extended to October 17th. Answers to questions that were not able to be answered by today's deadline will be answered in a forthcoming addendum. Accordingly, the due date for proposals to be submitted to HCJFS has been extended to October 23, 2007, 11:00 am EST.

Conference Attendees: HCJFS: Tracy Reeves, Laura Keith, April Barker, Kevin Holt

Lanore Cross, Straight 2 the Heart

Ty Stucky, Straight 2 the Heart

Jessica Lodermeier, Henkels & McCoy

Betty Richard, Henkels & McCoy

Matthew Listo, Maximus

Neil Tilow, Talbert House

Erica Salter, Community Link

Bernice Washington, SUMA

Lumana Pashi, Crossroads Center Bonnie Hood-Smith, Urban Appalachian Council

Phyllis Shelton, Urban Appalachian Council

Sara Shell, Urban League of Greater Cincinnati

Marsha Watts Visser, Urban League of Greater Cincinnati

Mary Beth Schoeninger, Educational Data Systems Inc

Lisa Fitzgibbon, Easter Seals Work Resource Center

Rev Jim Vickers, Valley Learning Ctr

Andrea Mack, Valley Learning Ctr

Sheila Mixon, Valley Learning Ctr

Lisa Snorton, Freestore Food Bank

Lynn Grebenstein, Maximus

Pamela McClain, Talbert House

Christine Eversole, Community Link

Charles Kelly, Recovery Link



Questions and Answers from Pre-Bid Conference

- Q1.** 1.1 of the proposal indicates each and every OWF customer in HCJFS caseload. 1.2.1 Indicates all customers referred by HCJFS. Please clarify?

A: The customers served will **not** include child only recipients or those assigned to Learning, Earning and Parenting (LEAP). All other OWF required recipients are to be served by the contracted vendor.

Referral process:

All OWF customers at (re) application are required to complete part one and part two of the self sufficiency plan (SSP). Part one, the Personal Responsibility Agreement (PRA), is completed by the eligibility worker. Using a checklist, the eligibility worker then refers the customer to the work activities vendor (located in-house) to complete part two. The checklist tells the customer what must be completed in order for benefits to be approved. Once the customer completes part two the vendor notifies the eligibility worker so that benefits may be authorized. Failure to complete part two of the SSP results in a denial of OWF benefits.

Notification from the provider is the eligibility workers way of knowing who followed through with assessment requirement. The provider uses date ranges to determine who is due in for (re)assessment. Reapplication occurs every six months.

- Q2.** Does HCJFS make referrals to provider or is provider solely responsible for recruitment?

A: Please see response to #1 above. OWF applicants and those in for recertification are referred to the contracted provider by the eligibility worker.

Provider is responsible for recruiting the sites needed in the community to offer work experience, education, and training to assigned participants. Note that some sites are used by both the contracted provider and HCJFS (including LEAP and Food Stamp Employment and Training (FSET) programs).

Q: Will community link then refer those consumers to the contracted sites?

A: Community link, current contracted work activities provider, refers and assigns participants to community sites/providers for services and training. Assignment/referral process will continue with selected provider for 2008 contract.

- Q3.** How will the clients be selected?

A: All required OWF recipients (excluding child only recipients and LEAP teens) must attend assessment interviews with provider in order to meet an OWF eligibility requirement. Please see response to #1 above.

Q4. Will JFS refer the specific individual participants or will agencies recruit and register participants themselves?

A: see questions above

Q5. On page 7 it says an average of 9689 customers were served in 3 years. That's approximately 3200 clients per year. Is this number for all of Hamilton County or just OWF case recipients program?

A: Actually if you'd take a look at page seven, it breaks down 2004, 2005, and 2006 and those numbers for 2004, 9,651; 2005, 9985; 2006, 9,292. That number is an unduplicated count of the number of customers served in that year. So, each customer was touched at least once. The average monthly case load size for Hamilton County at this time is approximately 3,000.

Q: So is that 3,000 the number that is targeted towards this particular program or is 3,000 your global client base?

A: The client base would include any person receiving OWF (excluding child only recipients and LEAP teens). A yearly average of 9,609 customers was served over the last three years. Provider would work with all 9,000 or so customers. Each month the provider would be serving about 3,000 people. The population changes as people come on and go off of cash assistance.

Q6. What constitutes an appropriate number of sites for the OWF program?

A: OWF participants are currently assigned to 284 different sites

Q7. How many providers will be selected?

A: refer to page 4 of the RFP.

Q8. Is there going to be only one recipient of contract or more than one?

A: Currently we have a single contract that provides this service. We reserve the right in the RFP on page four to sign multiple contracts to break it up into a variety of ways. Okay? You can think of it as a consortium of multiple providers under one contract if you choose to bid it that way. So there are a variety of forms. Depends.

Q9. If actual expenses exceed budget, will there be reimbursement?

A: No

Q10. Is there a suggested number of sites to serve the 9600 average yearly population and suggested locations to cover certain geographic areas of county?

A: No. We're not putting that kind of structure around it, but we'll provide you with status quo information on that front.

Q11. Case Notes and Hard Copy Info (pg 6) – Is “A-H” required on each and every note? There were 350,000 notes in over 9600 participant files last year alone. So do you mean every note needs all 8 requirements “A-H”?

A: Some of the items you're only going to address at re-certification, some every month. It depends on the nature of the case, but the brief answer is there should be current information addressing each of those items in the case file and in the system at any one time and that current may be six months old, but it's still true. It may be 30 days old.

Q12. You state that you will need to submit reports 2x a month. Do you have any idea how many reports that entails?

A: I believe we're referencing there the consumer attendance report, that's required twice a month. Currently that requirement is suspended because we can't figure out how to do it, so we're doing it once a month working with the current provider and doing what we can on that front. We left it in here as two times a month because we may come back to that when and if that's achievable and we can get to that place together. We do have an idea how many reports that entails. It's one report for each activity, so if you've got an average of 3,000 consumers, you're going to have meaningfully more than that and we have reports every month because there's multiple assignments for any one consumer, which gives you a size of the scale. It's a big deal. Absolutely necessary. Let's us strive to that participation rate, but it also gives you an idea of why we're not doing it twice a month. Currently as we absorb the federal and state changes, that's a local requirement. We're not waiving anything we're mandated to do, but in the interest of all of our sanity, we're waiving that local requirement for the here and now.

Q13. 2.2 Service and Business Deliverables (pg 10) 1. - 98% participation – are early CAR reports required on all 3000 clients each month?

A: currently they are not and on page 10 it speaks to that being a pay point. So the obvious implication there is how can we do these 17,000 or 12,000 or what have you reports every month? Is that achievable? We're obviously going to be working with whoever has this contract to try to make that achievable. Such as we might continue to suspend that requirement or find ways to work around it so we're getting what we need.

The 98 percent standard on the first pay point is related to timely submission of that kind of work of those reports. We do need to maintain that standard for which the current requirements are. So until we waive it or unless we continue to waive it, that would apply to any contract requirements.

Q: I want to make sure I'm understanding this. Are you saying -- did you say 12,000 reports approximately?

A: No. Let me re-characterize that. If you think of us as having 3,000 active consumers in a month and a third of them would have a second or third assignment. Perhaps it could be any new consumer. A new applicant would probably have at least two assignments because they are addressing barriers, so they would have a barrier removal type assignment, which cannot be open-ended and go on forever, so it would have a follow-up assignment to that. So those customers would have more than one. You would have a minimum of 3,000. You could have double that number.

Q: But it's a paragraph or a page –

A: A report is currently our state system creates a report, sends out a letter, and you can use that for reporting. You can create your own report. The report has to have very specific information. We need to know the consumer's name, their Social Security number. We need to know who they are. We need to know what site they are assigned to. We need to know how many hours are assigned. How many hours they participated, how many ours they failed to participate, how many good-cause hours there are, for each customer each month. In the past we did this twice a month and that's why we talked about two attendance reports and it worked very well twice a month in that it did help our participation rate go up because quite honestly it removed customers who were not participating earlier and the rate did go up and it was the best practice. With changes and rules with TANF-free authorization, it made it very difficult to do and we had to suspend it.

Q: Are the consumers aware of the once a month? Because our program does reports on attendance and they still do it twice a month.

A: Well, when you go to the cash assistance manual and you read about the different types of activities, you'll read that there are different requirements for the different activities in terms of verifying attendance, which is not to be confused with you reporting or the provider reporting to Job and Family Services the monthly report that the person pass, did they fail, should they be sanctioned, not be sanctioned, how many hours did they attend, how many hours did they not attend.

For example, job readiness requires daily attendance verification. You may have to verify that someone did something daily and get something in writing, but you do not need to report it to the agency daily, but you'll have to provide all of that information rolled up monthly.

Q14. How will incentive payments work? How much?

A: To be addressed in a future addenda.

Q15. Is there a target unit cost or can you share historical unit cost?

A: We are not particularly concerned with a unit costs related to these services. The total dollars available to fund this project in 2008 are \$5,693,026. We believe that number will survive the budget process without required cuts, but can not be certain.

Q16. Can you give us some budget guidance based on current provider costs?

A: The budget needs to reflect your actual costs.

Q17. 5.3 Subrecipient – what are the “some” of the same restrictions and requirements as federal, state and local governmental organizations? Please detail which restrictions are being referred to.

A: See Attached

Q: When I was going through the RFP, was that referring to some of the federal flow-down penalties down to the state, down to the county and possibly down to the vendor?

A: That would be one negative potential outcome.

Q18. Is there any small business participation criteria? Can you address this?

A: I don't believe there's anything in the RFP that speaks to small business participation.

Q19. How much transition time would there be if a different vendor were selected than the current one?

A: Very, Very little. This contract fulfills state and federal mandates for Hamilton County. We wouldn't have the option to put the brakes on for six months to get up to speed. We'd have to, regardless of what else happens, find ways to deliver all these services consistently.

Q20. Can you provide a room immediately after this meeting where we can explore collaborating on teaming with organizations in the room?

A: There's no way for us to provide a room. This room is booked until 4:00 and it's difficult for us to get rooms ahead of time. So we can't provide a room for additional collaboration with other agencies. The cafeteria is generally pretty free. It's right across the hall.

Q21. How many total staff does the current vendor have assigned to this project? What is the average daily caseload per caseworker?

A: Current provider has approximately 80 staff (counting vacancies) working in this project. This includes: 13 Supervisors, 54 Direct Service, 11 Administrative, and 2 MIS staff. Seven of the thirteen supervisors provide direct service.

The average caseload size for provider staff is 160. The average caseload size for eligibility workers is approximately 500 (includes OWF, Food Stamp, and Medical case varieties).

Q22. What is the budget available for this contract?

A: Please see #15

Q23. Would the county consider extending the due date for responses to the RFP?

A: As noted above, the due date for proposal submission has been extended to October 23, 2007 at 11:00 AM.

Q24. Can you clarify number six on the addendum, number one?

A: It should be 2009, 12-31-09.

Q25. The RFP states, "HCJFS reserves the right to award multiple contracts for this service." How many anticipated contracts will be awarded, and what is the anticipated average amount per contract? Would the county award multiple contracts by region, with vendors being held responsible for all RFP requirements within their region? Or would the county award multiple contracts by function, with vendors being held responsible for only particular requirements within the RFP, but for the entire county?

A: That is unlikely. This is a complex, dynamic chore that requires a high degree of collaboration between HCJFS and a service provider. We may consider creative models, however, it would be very difficult for a vendor to accommodate our needs for collaboration, communication, desired expertise and accountability under the sort of model you have described.



Q26. 1.2.2 Service Numbers - The RFP indicates that the average unduplicated population served in the past three years has been 9,609. What does the county estimate to be the average daily caseload at any one point in time? Does this number include LEAP assigned customers? If yes, what is the average daily caseload assigned to LEAP? What does the county estimate to be the average number of referrals made to the vendor in any given month?

A: The average daily caseload is near 3,000. It does not include LEAP cases. Those are managed outside of this contract. There are approximately 1900 new work program referrals each month. The vendor will manage more than 5,000 simultaneous work assignments each month.

Q27. 1.2.2 Service Numbers- The RFP states that the “Provider has responsibility for adherence to applicable federal program compliance requirements...” Is the contractor also held financially responsible for not meeting work participation rates? What penalties is the contract held responsible?

A: The vendor is accountable for the work participation rate in two ways. If this measure is tied to at risk dollars, the vendor will have a near term risk tied to this outcome. If the vendor is persistently unable to help this community improve its participation rate, we would solicit another service provider to perform this function.

Q28. 2.0 Provider Proposal – The RFP states, “Proposal sections must be numbered corresponding to the following format:

1. Cover Sheet
2. Services and Business Deliverables
3. Customer References
5. Personnel Qualifications

Is the list missing #4, or should Personnel Qualifications be re-numbered as #4?

A: There's no omission, it's just mis-numbered. It should be one, two, three and four.

Q29. On page nine of the RFP it asks you to submit our proposal in those numbers, one, two, three and five. Is this correct or was number four omitted?

A: see question 28 above

Q30. 2.0 Provider Proposal – This section does not refer to Section 2.2.3, Budget and Cost Considerations. Where should this section's response be placed in the proposal document? Should the Cost portion of the proposal be separately bound and sealed from the technical portion?

A: Number your proposal as mentioned in the headers in Section 2.0 of the RFP. No, a separate cost portion should not be separately bound and sealed.

Q31. 2.2 Services and Business Deliverables – Is the \$300,000 performance set-aside applied to the entire contract, a contract year, or to another time period?

A: To be addressed in a future addenda.

Q32. 2.2.3 Budget and Cost Considerations – Vendors will need to include transition and start-up costs as part of their budget. Should these costs be incorporated into the initial budget (amortized) or should a separate transition and start-up budget be prepared?

A: Any start up costs should be incorporated into the initial budget (amortized).

Q33. 2.2.3 (C) Budget and Cost Considerations – This section notes that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07. Should profit be included in the budget proposal or is this an item which is to be dealt with during contract negotiations after a vendor has been tentatively selected?

A: Any profit you wish to be considered during negotiations must be included in the proposal's budget.

Q34. 4.5 Delivery of Proposals – The RFP states that in delivering proposals, “Provider shall use certified or registered mail, UPS, or Federal Express with return a receipt requested. A receipt will be issued for all proposals received.” Can the provider deliver the proposal in person? Will a receipt be provided if the proposal is delivered in person?

A: Yes, the provider can deliver the proposal in person. Yes a receipt will be provided if the proposal is delivered in person.

Q35. Pg 141 – The RFP notes that an assessment will be conducted by a contracted community service provider. We have several questions regarding this:

1) What types of assessments are being done by the provider?

A: Vocational and screening assessments are completed by the provider.

2) If standard commercial assessment tools are being used, could the county please provide us with the names of the assessment tools?

A: Provider uses own customized assessment tools.

- 3) Who is responsible for paying the provider – the county or the vendor selected to carry out this contract?

A: The provider and the selected vendor selected to carry out this contract are one in the same. The *selected vendor* will be responsible for conducting assessments with OWF customers.

- 4) How are assessment findings conveyed from the provider to the vendor selected to carry out this contract?

A: see answer to question 35 (3)

- 5) Who is the current provider?

A: Community Link

- Q36.** Pg 141 – Is the County anticipating that the in-depth interview be conducted by the community service provider?

A: We anticipate that the in-depth interview will be completed by the vendor selected to fulfill this contract or by a subcontract for with the selected vendor is accountable.

- Q37.** Pg 143 – The Hamilton County Activities Plan in section 3916.2 lists Vocational Education as a non-core activity (only allowable for hours 21-30). Federal regulations allow Vocational Education to count toward core participation hours (1-20) provided that it does not exceed 12 months. For purposes of this contract, will HCDJFS allow vendors to use qualifying Vocational Education programs to be counted as a core participation activity?

A: We will permit maximum flexibility in assignments as long as they clearly fulfill state/federal work participation requirements.

- Q38.** Pg 151 – Please clarify whose responsibility it is to coordinate the provision of support services and related services?

A: The selected vendor will coordinate those support services and related services required to fulfill the terms of the contract.

- Q39.** Pg 153 – Will child care be set-up prior to the referral of the customer to the vendor or after? Does the vendor have any responsibility for setting up child care?

A: Child Care will be set up following establishment of a work participation assignment. The selected provider will work closely with HCJFS staff to refer and track consumers directed to apply for child care assistance. The selected provider will assist customers in this process by providing that paperwork needed to apply for child care.

Q40. Pg 154 – Which service providers are involved in Community Link?

A: Talbert House, Easter Seals Work Resource Center, Recovery Link, Alcoholism Council, Crossroads, Jewish Vocational Service, Greater Cincinnati Behavioral Health Services.

Q41. Attachment 1 – Definition of Consumer. Could the county please clarify which of the following defines a consumer:

- 1) 1 household = 1 consumer,
- 2) 1 individual (including children) = 1 consumer or
- 3) 1 adult = 1 consumer?

A: A consumer is any individual responsible for fulfilling any work participation assignment related to receipt of OWF with the exception of LEAP customers. This includes both one and two parent OWF households.

Q42. Attachment 1 – Do “consumer” numbers include LEAP individuals?

A: No

Q43. Attachment 1, figure 3.3 – The figures indicates that the number of clients who received transportation is 21,080. Is this an unduplicated list (a client only counted once) or a duplicated list (a client was counted each time he or she received tokens or other types of transportation assistance)?

A: 21,080 is the duplicated count of customers who received a type of transportation between the periods of 10/04 – 10/06. It is unduplicated within each category, but can be duplicated across the four types of categories. EX: if a consumer receives a gas card and a bus card they are counted twice overall, but once in each category.

Total unduplicated client served count is 13,311.

Q44. Per RFP – proposal review will be complete in early November with a contract start date of January 1, 2008. Please clarify what, if any, transition or start up period is anticipated?

A: None beyond 1/1/08. Effective that date, all mandates associated with this contract shall fall to the selected service provider.

Q45. One of the outcome measures is 40% of cases must be closed due to employment. Is the provider expected to perform job placement or to refer customers to organizations that will place them in jobs? How is the provider held accountable for the performance measure if not performing job placement?

A: We leave the method to the capable hands of the service provider. Accountability is assigned to the vendor because everything they and HACJF do from their first to their last interaction with the customer should be explicitly directed at getting that OWF recipient to exit OWF with employment as the reason. We grant that this is not a measure totally in control of the vendor. That said, if the provider can not significantly affect that outcome, this contract will have very little purpose.

Q46. What is the number of customers who stay in the program to completion?

A: There are currently 842 customers on a hardship extension. This represents 10.9% of a 20% maximum allowable.

Q47. What is the typical number of assessments performed each month?

A: An average of 5118 assignments were in effect each month during the months 10/6 – 7/7. Please see attached for details.

Q48. What is the present provider's performance in regard to the outcome measures?

A: The current provider's deliverable results for 2006 were:

- #1) 98.33% (met deliverable)
- #2) 90.42%
- #3) 7.6 days (met deliverable)
- #4) 89.9%
- #5) 22.28%
- #6) 9.77% (met deliverable)

Q49. What staff does the current provider have?

A: See #21 above

Q50. What constitutes case closure?

A: Closure reasons are used by the Program Provider to explain why a consumer's case has been closed in their data base and why they are no longer providing services to that consumer. The Provider receives the "closure" reasons from HCJFS staff. The closure reason is determined by the status of the consumers OWF benefits. Status may include:

- **Sanctioned:** Case closed in Provider Program as OWF benefits were stopped (sanctioned) due to consumer's failure to participate in assigned work activity.
- **Denied:** Case closed in Provider Program as OWF eligibility was denied.
- **Employed:** Employed consumer's OWF benefits were terminated due to ineligibility as a result of earnings or failure to cooperate with the eligibility determination process.
- **Inappropriate Referral:** Consumer was referred to Provider Program in error.
- **Other:** Case closed as OWF was terminated due to consumer's failure to cooperate with JFS eligibility requirements or because consumer moved out of Hamilton County.
- **SSI:** OWF was terminated as consumer was approved for SSI or SS benefits.
- **Time Limitations:** OWF was terminated as consumer exhausted timed limited OWF months.
- **Waived Benefits:** Consumer waived OWF benefits after being referred to Provider Program.

Q51. What are the specific technical requirements needed to support a CRIS-E connection via a PC?

A. To be addressed in a future addenda.

Q52. 1.2(B) Scope of Service – Can you please clarify the discrepancies between RFP Section 1.2.B and the Activities Plan, Sections 3922.1, 3923.1. Section 1.2.B states the Provider will recruit, develop and maintain appropriate activity sites, however sections 3922.1 and 3923.1 state that SEP and WEP opportunities are provided through HCJFS assignment and agreements with employers. Is the contracted Provider responsible for developing these sites and placing participants at the sites?

A: The selected provider is responsible for the great bulk of SEP and WEP assignments and activities. Every decade or so HCJFS funds a free standing SEP activity in the hope that it will add lots of value. Do not anticipate any such effort for another decade or two. HCJFS does currently operate a WEP site that is adding considerable value. The provider will establish and maintain a far broader range of WEP activity options.

Q53. Can vendors use their worksite as a work experience site?

A: Yes



Q54. 1.2.1 Population – Can you please clarify the discrepancies between RFP 1.1.1 and the Activities Plan, Sections 3912 and 3913? The Activities Plan seems to suggest in 3912 that appraisals are conducted by HCJFS and indicates in 3913 that assessment/reassessment is conducted by a contracted community service provider. However, Section 1.2.1 states that interviews/assessments will be conducted by the selected Provider. Is the Provider responsible for appraisal and assessment/reassessment?

A: The selected provider is responsible for all OWF related appraisals and assessments/reassessments.

Q55. 1.2.1 Population – Can the county please describe the referral process? Will customers be referred via CRIS-E through a data warehouse arrangement? If yes, could you please describe what data is available, how frequently the vendor can obtain data, and the format used to transmit the data?

A: All OWF customers at (re) application are required to complete part one and part two of the self sufficiency plan (SSP). Part one, the Personal Responsibility Agreement (PRA), is completed by the eligibility worker. Using a checklist, the eligibility worker then refers the customer to the work activities vendor (located in-house) to complete part two. The checklist tells the customer what must be completed in order for benefits to be approved. Once the customer completes part two the vendor notifies the eligibility worker so that benefits may be authorized. Failure to complete part two of the SSP results in a denial of OWF benefits. A data warehouse arrangement is not used.

Q56. 2.2.3 Services and Business Deliverables – Please explain how the county defines “barrier removal”?

Q57. 5.3 Subrecipient – During the bidder conference the county pointed out attention to Section 5.3 Subrecipient and indicated that as a Subrecipient the vendor could potentially be subject to financial penalty.

- 1) What does the county estimate to be its potential financial penalty should the county fail to meet federally required work participation rates?
- 2) The RFP does not include the County's Work Participation Rate as a contract performance measure. Under what circumstances would the county be passing all or a portion of the financial penalty to the selected vendor, and for what penalties is the contractor held responsible?

A: I do not anticipate that the selected vendor would be subject to financial sanctions passed down through the federal and state governments to this vendor in their role as a Subrecipient and tied to our failure to meet work participation goals.

Q58. Attachment E – The initial answers to questions indicated that square footage is available free of charge from the county and that the county will be providing additional information about the amount of square footage which will be made available under this contract.

- 1) How many of the current vendor's staff are housed at 222 E. Central Pkwy?
- 2) Will the county provide furniture and equipment as well?
- 3) If yes, could the county provide information on the types and age of the current equipment?
- 4) Could the county provide information on the number of desks (or cubes) and other equipment which will be made available to the contractor?

A: Approximately 25 are housed at 222 E. Central Pkwy. HCJFS is currently providing cubicles and desks for the majority of provider staff located in-house. The current provider has purchased chairs for all staff. The provider is required to furnish all other equipment needed to perform job duties.

Q59. The RFP indicates that either Hamilton County, or the provider, is to maintain premiums for Public Work Relief Compensation for participant related injuries or disabilities while on a work experience assignment. For purposes of preparing the budget, should vendors include the payments in our budget? If yes, could the county provide information on historic costs?

A: HCJFS pays the premium for Workers Comp.

Q60. Once the vendor recommends that a customer be sanctioned, how many days does the county have to review, investigate and implement a sanction? Does a sanction conciliation process exist? If so, does the sanction conciliation process take place prior to or after sanctions are implemented?

A: The county has approximately 30 days from the date a sanction recommendation is received to implement the sanction. 100% of sanction recommendations are reviewed during this time.

The HCJFS QA/Monitoring Unit does an independent evaluation to ensure that the proposed sanction is procedurally sound. If the failure is not excused for good cause the Eligibility Worker (EW) is notified to place the sanction. The EW has five days to take the action. The EW has an opportunity to provide further information that may not have been available in CRISE when good cause was determined. If the EW disagrees with the sanction request the EW will notify the QA/Monitoring Unit and provide supporting documentation.

At anytime during this period the consumer may meet with the provider's Good Cause officer to discuss their case and to provide good cause documentation needed to lift or stop the sanction. The customer may also meet with the HCJFS Ombudsman regarding the sanction.

Example of the sanction time frame: Sanction request received in August for July failure will be implemented in September and effective the 1st of October.

Q61. Should the vendor be prepared to disburse transportation tokens, gas cards, and so forth? Could the county also please clarify who is responsible for disbursement of transitional services?

A: Distribution of these forms of assistance does fall to the selected provider.

Q62. Attachment 1 – What was the source for the data in this RFP? Is this CRIS-E data or was the data collected through some other system?

A: CRIS-E and the existing Community Link Database that was developed in the course of the existing contract for these services.

Q63. 2.2.1 Program Components – The RFP states “To earn participation credit for the initial application month same day service is often a must.” Does same day service refer to the participant receiving services on same day so they can maximize participation hours for the initial application month or does same day service have a different meaning?

A: The reason for the same day service is to ensure that the customer is able to complete required participation hours in the initial month of application.

Q64. When will the Department publish the new work activities plan? Will it be available prior to the due date and if not, can a contractor make assumptions in a proposal based on the old one?

A: You can make assumptions based on the existing work activities plan.

Q65. Is 150 the approximate number of OWF sites for training, work, barrier removal support, etc. that currently are monitored?

A: Yes

**Board of Commissioners:**

Pat DeWine, David Pepper, Todd Portune

County Administrator: Patrick J. Thompson**Director:** Rick Roberts**General Information:** (513) 946-1000**General Information TDD:** (513) 946-1295www.hcjfs.orgwww.hcadopt.orgwww.hcfoster.org**Neighborhood Center:**

237 William Howard Taft Road • Cincinnati, Ohio 45219

(513) 946-7565 • Fax: (513) 946-7598

E-mail: HoltK@jfs.hamilton-co.org

This document is intended to share with HCJFS contractors some specific guidelines HCJFS is using to comply with new state and federal mandates related to contract monitoring. Each HCJFS contract shall be determined to fall into one of two categories, Vendor or Sub-recipient. The criteria used in making that distinction is outlined in Attachment A.

If a contract is determined to be a sub-recipient relationship, the guidelines outlined in attachment B apply.

If a contract is determined to be a sub-recipient relationship, the contract will be monitored by HCJFS staff in compliance with the outline provided in attachment C.

If a contract is determined to be a sub-recipient relationship, HCJFS staff are required to complete an annual risk assessment. That assessment will determine the relative intensity of required monitoring. The guidelines for that risk assessment are provided in attachment D.



Attachment A.

Sub-recipient Characteristics

Local JFS agencies may enter into a contractual relationship with any entity that falls within the criteria of a vendor or a Sub-recipient. Contracts with vendors require contract compliance monitoring. Sub-award agreements require Sub-recipient monitoring. The substance of the relationship is more important than the form of the agreement when making the determination of whether a Sub-recipient or vendor relationship exists. Local JFS agencies shall apply the following guidelines to determine whether a program or contract represents a Sub-recipient or vendor relationship. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a Sub-recipient or a vendor. It is critical that these characteristics be reviewed and documented appropriately to reduce confusion for all staff and providers in the development of new services or contracts.

Distinguishing "Sub-recipient" characteristics include:

(1) "Sub-recipient" characteristics:

- a) Entity determines who is eligible to receive federal financial assistance or access to a federally funded program;
- b) Measures performance against objectives of federal program requirements;
- c) Has responsibility for programmatic decision making and is adheres to federal program requirements;
- d) Uses federal funds to implement a program rather than provide goods or services for the program of a pass-through entity;
- e) Administers the grant from award to closeout;
- f) Develops policies and systems to ensure effective management of federal funds and compliance with federal, state and local laws and regulations; and
- g) Ensures an established budget cost exists to operate the program and monitors/compares "actual" to "budgeted" costs.

(2) Vendor characteristics:

- a) Provides services or goods within normal business operations;
- b) Provides similar or same goods or services to many different purchasers;
- c) Operates in a competitive environment;
- d) Provides goods or services ancillary to the operation of federally funded programs;
- e) Is not subject to federal program compliance requirements; and
- f) Is not responsible for program compliance but transactions must be structured to allow the pass-through entity to assure compliance.

Attachment B.

Sub-recipient Implications

If a contract is determined to be a sub-recipient relationship, the following guidelines apply.

1. The contract must specify, authorizing program legislation, and applicable program regulations.
2. Sub-recipients must meet key provisions including but not limited to the following administrative requirements: financial management, procurement, financial reports, program reports, records retention, cost allocation, payment, matching, period of availability, program income, real property, equipment, supplies, monitoring, audits and other additional requirements to meet federal compliance.

HCJFS is obliged to ensure that sub-recipient activities are monitored, sub-recipient audit findings are resolved, and the impact of any sub-recipient non-compliance on the pass-through entity is evaluated and that the sub-recipient obtained any required audits and takes appropriate corrective action on audit findings.

3. The contract shall define:
 - 1) HCJFS “sub-recipient” contracts must contain a provision explaining the roles and responsibilities of HCJFS and the “Sub-recipient”. The contract or contract amendment shall specify, a CFDA title and number, a program name, an award year, the federal awards entity, and the program services and requirements.;
 - 2) Notice of any applicable compliance audit requirements of OMB circular A-133, including arranging the audit and submission of the final audit report to the local JFS agency;
 - 3) Notice the local JFS agency will perform an annual risk assessment to determine the level of monitoring of the sub-recipient;
 - 4) These contract holders must determine if each of their subcontracts is a sub-recipient. If they are, the JFS contract holder must monitor those sub -sub-recipients in a manner consistent with that outlined in attachment C.

Attachment C.

Monitoring Protocol

Sub-recipient monitoring protocol is established by ODJFS to provide reasonable assurance that federal award information and compliance requirements are identified to sub-recipients, sub-recipient activities are monitored, sub-recipient audit findings are resolved and the impact of any sub-recipient non-compliance on the pass-through entity is evaluated. Local JFS agencies shall provide reasonable assurance that the sub-recipient obtained required audits and implemented appropriate corrective actions.

On an annual basis, local JFS agencies shall determine the most appropriate degree and method of “sub-recipient” monitoring of compliance requirements for each sub-recipient, by performing a risk assessment review, to ensure resources and personnel are used efficiently. The extent and frequency of sub-recipient monitoring will depend on several factors including but not limited to: the award amount, the type of sub-recipient organization, the sub-recipient’s prior experience with federal funds, the sub-recipient’s prior monitoring results, program/requirement complexity, organizational stability, and reporting history. Risk assessment review mechanisms shall be in place to identify the following:

- 1) Where unallowable activities or costs could be charged to a federal program and be undetected or misappropriated, or improper disposition of property acquired with federal funds;
- 2) Documentation of and changes to eligibility determination systems;
- 3) Accuracy and validity of underlying report source data;
- 4) The level of management commitment and understanding of federal requirements and regulatory changes; and
- 5) Various internal changes that may impact performance, such as:
 - a. Financial problems;
 - b. Loss of essential personnel; and
 - c. Rapid growth.

The local JFS agency shall conduct the sub-recipient risk assessment review annually and the review shall occur within a reasonable time interval from the beginning of the provision of the service or the establishment of the “sub-recipient” relationship in order to identify any existing risk factors during the early phase of the grant agreement and determine the level of monitoring that shall occur.

“Sub-recipient” monitoring may include, but is not limited to:

- 1) An on-site or desk review of the “sub-recipient’s” records to verify services provided are within the intended funding scope and the “sub-recipient” has an effective means of determining eligible service recipients.
- 2) Allowability of services and eligibility will be monitored by examining one or more of the following items:

Adult Services/421-LIFE • Cash Assistance • Child Care Services
 Child Support Services • Children’s Services/241-KIDS • Employment and Training
 Food Stamps • Medicaid • Mt. Airy Shelter • Tuberculosis Control



- a. Program records to review brochures and/or materials disseminated to the public;
 - b. Program forms to ensure and capture accurate program services and eligibility requirements; and
 - c. Case files, completed applications, service delivery documentation, and other program records and forms to determine the “sub-recipient” is appropriately assessing eligibility criteria and the service delivery documentation is valid.
- 3) An onsite or desk review of the “sub-recipient’s” records in order to provide reasonable assurance the cost of goods, services, and property are allowable, in accordance with applicable federal regulations and expenditures appear to be within the approved budget by examining one or more of the following items:
- a. Purchasing records or invoices to ensure expenditures are allowable, necessary, and reasonable;
 - b. Monthly expenditure reports to compare with the annual budget amounts to determine an appropriate level of spending and expenditures being charged against the fund are supported by an approved budget;
 - c. Invoices and budgets, in order to provide reasonable assurance that costs and charges are within the scope of allowable federal costs. The reviewer may interview management personnel and review procedure manuals, inventory, and audit reports to ensure the sub-recipient has effective control over and accountability for all funds, property, and other assets;
 - d. Financial records to assure accounting records identify the source of funds and provide for accurate division of charges and costs between federal and non-federal activities/programs;
 - e. “Sub-recipient’s” procedure manual or other operating policies to determine the “sub-recipient” has an effective means of communication, internal control, and guidance for its employees to reasonably guard against the misuse of funds;
 - f. Quarterly/annual inventory reports to determine the “sub-recipient” has a method for safeguarding assets to assure they are used solely for authorized purposes; and
 - g. Prior audit reports and compliance with any existing corrective plans.
- 4) An on-site or desk review of the sub-recipient’s records in order to provide reasonable assurance the recipient has acquired goods and services in accordance with applicable state and federal regulations by examining one or more of the following items:
- a. Sub-recipient’s procurement policy or manual to determine whether the policy represents an acceptable level of internal control and is in accordance with federal procurement requirements;
 - b. A sampling of various transactions to ensure the policy is being followed; and
 - c. Codes of conduct and other policies regarding standards of ethical behavior for making procurements to assure practice of acceptable procurement principles.
- 5) An on-site or desk review in order to provide reasonable assurance reports are supported by underlying accounting or performance records and are submitted in accordance with provisions of the Sub-award agreement by examining the following items:
- a. Pass-through entities’ records to assure timely receipt of required reports; and
 - b. Supporting documentation, for a sampling of reports to assure the accuracy and completeness of data and information included in the reports.

Sub-recipient monitoring is not an audit. Sub-recipient monitoring does not test for all areas of compliance, but serves as a means of evaluating those compliance elements that can be monitored to reasonably ensure the credibility of a federal program. This procedure does not negate federal, state, or local requirements of the Workforce Investment Act or other specific federal programs.

Adult Services/421-LIFE • Cash Assistance • Child Care Services
Child Support Services • Children's Services/241-KIDS • Employment and Training
Food Stamps • Medicaid • Mt. Airy Shelter • Tuberculosis Control



Attachment D.

Annual Risk Assessment

In accordance with the local JFS agency's annual risk assessment review, as described in OAC 5101:9-1-88 (F) and audit requirements, as described in 5101:9-1-88 (B) (5), "sub-recipient" monitoring may also include evaluation of the following elements, as applicable:

- 1) *Cash Management* – the reviewer will provide reasonable assurance federal funds are drawn down only for immediate needs. The reviewer will examine a sampling of expenditures and requests for federal funds to determine an appropriate amount of time elapsed between transfers of funds to the sub-recipient.
- 2) *Program Income* – the reviewer will provide reasonable assurance income is correctly earned, recorded, and used in accordance with the program requirements. The reviewer will examine a sampling of the sub-recipient's records to determine income is properly recorded as earned and deposited as collected.
- 3) *Audit Requirements* – the reviewer will provide reasonable assurance the sub-recipient has obtained required audits, has submitted, and complied with any corrective action plan resulting from said audits. The reviewer will examine the audit report and any existing corrective action plan and obtain documentation of compliance with existing corrective action plan.

Once the sub-recipient monitoring is concluded, findings will be completed by the reviewer and signed by the director of the agency or its designee. A copy will be mailed to the sub-recipient, identifying any deficiencies.

Should the reviewer discover deficiencies or noncompliance issues that may result in the ineligible use of federal funds, immediate action to correct those issues would occur. The pass-through agency may be responsible for recovering the funds for payment of expenditures not in compliance with grant regulations.

The sub-recipient will have sixty days from the issuance of the monitoring findings to develop an improvement plan to resolve any deficiencies or noncompliance issues that do not result in ineligible spending of federal funds. Failure of the sub-recipient to submit and implement an improvement plan will constitute grounds for contract or Sub-award agreement termination.

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July 2007 Monthly Report

No Credit	Alt Pass Attended	Alt Pass Good Cause	Alt Pass Total	Alt Fail Total	Total
Oct-06	1255 (88%)	83 (6%)	1338 (94%)	92 (6%)	1430
Nov-06	1194 (84%)	76 (5%)	1270 (90%)	144 (10%)	1414
Dec-06	1110 (85%)	19 (1%)	1129 (86%)	182 (14%)	1311

Jan-07	1121 (82%)	20 (1%)	1141(83%)	230 (17%)	1371
Feb-07	1103 (82%)	19 (1%)	1122 (84%)	215 (16%)	1337
Mar-07	1315 (89%)	73 (5%)	1388 (94%)	94 (6%)	1482
Apr-07	961 (74%)	38 (3%)	999 (77%)	304 (23%)	1303
May-07	1065 (79%)	55 (4%)	1120 (83%)	223 (17%)	1343
Jun-07	1012 (69%)	421 (29%)	1433 (97%)	37 (3%)	1470
Jul-07	1213 (77%)	165 (11%)	1378 (88%)	196 (12%)	1574
Total	11349	969	12318	1717	14035

	Alternative pass	Participatio n pass	Total good cause	Total Fail	Total Assigned
Oct-06	1255	1329	1113	1428	5125
Nov-06	1194	1501	877	1366	4938
Dec-06	1110	2024	491	1193	4818
Jan-07	1121	2062	840	1609	5632
Feb-07	1103	1712	769	1565	5149
Mar-07	1315	1914	865	1212	5306
Apr-07	961	1636	1041	956	4594
May-07	1065	2082	835	1081	5063
Jun-07	1012	1919	1308	869	5108
Jul-07	1213	1931	1264	1040	5448
Total	11349	18110	9403	12319	51181
Percentage	22%	35%	18%	24%	100%

Credit	Pass Attended	Pass GC	Pass total	Fail Total	Total
Oct-06	1329 (36%)	1030 (28%)	2359 (64%)	1336 (36%)	3695
Nov-06	1501 (43%)	801(23%)	2302 (65%)	1222 (35%)	3524
Dec-06	2024 (58%)	472 (13%)	2496 (71%)	1011 (29%)	3507

Jan-07	2062 (48%)	820 (19%)	2882 (68%)	1379 (32%)	4261
Feb-07	1712 (45%)	750 (20%)	2462 (65%)	1350 (35%)	3812
Mar-07	1914 (50%)	792 (21%)	2706 (71%)	1118 (29%)	3824
Apr-07	1636 (50%)	1003 (30%)	2639 (80%)	652 (20%)	3291
May-07	2082 (56%)	780 (21%)	2862 (77%)	858 (23%)	3720
Jun-07	1919 (53%)	887 (24%)	2806 (77%)	832 (23%)	3638
Jul-07	1931 (50%)	1099 (28%)	3030 (78%)	844 22%)	3874
Total	18110	8434	26544	10602	37146

Time Frame	Alt Total	Countable Total	Total Assigned	Time Frame	Sanction Requests
Oct-06	1430	3695	5125	Aug-06	523
Nov-06	1414	3524	4938	Sep-06	546
Dec-06	1311	3507	4818	Oct-06	621
Jan-07	1371	4261	5632	Nov-06	635
Feb-07	1337	3812	5149	Dec-06	526
Mar-07	1482	3824	5306	Jan-07	579
Apr-07	1303	3291	4594	Feb-07	494
May-07	1343	3720	5063	Mar-07	305
Jun-07	1470	3638	5108	Apr-07	311
Jul-07	1574	3874	5448	May-07	441
Total	14035	37146	51181	Jun-07	267

Adult Services/421-LIFE • Cash Assistance • Child Care Services
 Child Support Services • Children's Services/241-KIDS • Employment and Training
 Food Stamps • Medicaid • Mt. Airy Shelter • Tuberculosis Control





Board of Commissioners: 1
Pat DeWine, David Pepper, Todd Portune
County Administrator: Patrick J. Thompson
Director: Moira Weir
General Information: (513) 946-1000
General Information TDD: (513) 946-1295
www.hcjfs.org
www.hcadopt.org
www.hcfoster.org

222 E. Central Parkway • Cincinnati, Ohio 45202
(513) 946-1628 • Fax: (513) 946-2384
E-mail: reevet01@jfs.hamilton-co.org

October 17, 2007

ADDENDUM #3

RFP 07-010 OHIO WORK PARTICIPATION MONITORING – OHIO WORKS FIRST (OWF) CASH RECIPIENTS

To All Potential Providers:

Questions to be answered from Addendum #2

Q14. How will incentive payments work? How much?

A: Section 2.2 on Page 10, the following two sentences will be stricken

“HCJFS will compensate Provider in an amount of up to \$300,000 as payment for Provider meeting or exceeding outcome measures/performance deliverables. Performance set aside payments will be determined by HCJFS after the final Provider contract invoice is received and approved by HCJFS.”

Q31. 2.2 Services and Business Deliverables – Is the \$300,000 performance set-aside applied to the entire contract, a contract year, or to another time period?

A: see response to question 14 above.

Q51. What are the specific technical requirements needed to support a CRIS-E connection via a PC?

A: You would be Connecting to either the State or Local Mainframe, which would require a network connection. Either vpn from outside the HCJFS building, or a local connection in an office or conference room within. The PC itself doesn't need much horsepower to run the Rumba emulator, the old Dell's HCJFS had that were 1GHZ Pentium III processors could handle it just fine.

Q52. 2.2.3 Services and Business Deliverables – Please explain how the county defines “barrier removal”?

A: **Section 2.2.3 does not mention barrier removal.** The Hamilton County Self-Sufficiency Plan (section 3914), Attachment H of the RFP, provides information about barrier removal.

