

**REQUEST FOR PROPOSALS**

**FOR**

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

**RFP MB0310R**

**Issued by**

**THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(August, 2010)**

**RFP Conference: August 26, 2010 10:00 a.m.**

**Location: Hamilton County Job and Family Services**

**222 East Central Parkway**

**Floor 6<sup>th</sup> floor**

**Cincinnati, Ohio 45202**

**Due Date for Proposal submission: October 15, 2010**

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# **REQUEST FOR PROPOSAL (RFP) FOR WORK PARTICIPATION MONITORING FOR OHIO WORKS FIRST (OWF) CASH RECIPIENTS**

## **MISSION STATEMENT**

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

## **1.0 REQUIREMENTS & SPECIFICATIONS**

### **1.1 Introduction & Purpose of the Request for Proposal**

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals for the purchase of Services aimed at providing self-sufficiency activity coordination and services for Ohio Works First (OWF) customers in the Hamilton County Job & Family Services 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 Works/Self-Sufficiency Activities Plan (See Attachment H).

This contract is being funded by an ODJFS TANF block grant which contains Federal monies.

Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple Providers and to award contracts for any or all the services proposed. Provider must submit proposals for an initial term of one (1) year and four (4) one (1) year optional renewal periods. Providers who do not submit pricing for the renewal options 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 options where possible. The purpose of the total five (5) year period is to minimize the cost of the process for Providers and for the County.

## **1.2 Scope of Service**

Hamilton County seeks services designed to serve all necessary aspects of OWF self-sufficiency activity coordination. These services shall include: a thorough vocational assessment; identification of barriers to employment; coordination of services for barrier removal; assignment to an appropriate work activity; and monitoring and reporting of participation. The Provider will work with the community to obtain the employment/training and barrier removal services needed to assist OWF participants in achieving self-sufficiency.

HCJFS' goal is to work with Providers who are able to deliver this entire continuum of services. However, the BOCC reserves the right to award contracts to successful Providers for all or some of the services proposed.

### **1.2.1 Population**

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease or remain the same. It is anticipated that HCJFS will procure services for approximately *14,000 distinct OWF participants* in 2011. HCJFS Work Participation Monitoring For Ohio Works First (OWF) Cash Recipients will serve at any point in time a monthly average of 6,503 OWF consumers. Over the last three (3) years an average of 10,604 OWF consumers were served. This is an unduplicated count based on calendar years 2007 (9,900); 2008 (10,425); and 2009 (11,486) consumers. (Attachment I) This population may grow or shrink depending on community, policy and economic changes.

### 1.2.2 Service Components

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, OH 45202 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 documentation of all efforts 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.
- 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., ten (10) hours employment and twenty (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).

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.

### **1.3 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 are met;
- c. Provider has responsibility for programmatic decision making;
- d. Provider has responsibility for adherence to applicable federal program compliance requirements;
- 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**



It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial fonts when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein**:

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

## **2.1 Cover Sheet**

Each Provider must complete the Cover Sheet, Attachment A, and include such in its proposal. The Cover Sheet must be signed by an authorized representative, Chief Financial Officer 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.

The Cover Sheet must also include the total proposed TANF Funds requested for Initial Contract Year 2011 and renewal option years 2012, 2013, 2014 and 2015 (renewal periods). These Rate(s) must be supported by the Budget.

## **2.2 Service and Business Deliverables**

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Providers must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components:

The selected Provider's performance shall be measured by the following five (5) outcome measures.

1. Ensure participation reports are returned to HCJFS timely and complete. Work activity will be monitored and documented no less frequently than federally mandated.

**Measurement:** Participation reports for all consumers will be prepared by the provider and returned to the HCJFS Workforce Development Manager timely and complete. Participation reports must be provided for all clients regardless of the type of assignment.

Complete: Report is submitted, signed and dated, with Pass or Fail noted, and lists attended, failed, and good cause hours for each assigned hour of participation.

Timely: Report will be submitted to HCJFS by 5:00 p.m. on or before the 8th working day of the month for the previous month's participation.

2. 95% of all customers are correctly assigned to an activity as required by the County Self-Sufficiency Plan.

**Measurement:** Using the GWP103RA Full Month Assignment Issue Data Report provided by the State, HCJFS will conduct a review in order to ascertain the rate at which customers are being appropriately assigned to activities under the requirements of the Hamilton County Works/Self-Sufficiency Activities Plan (Attachment H).

3. Schedule assessment appointments to be conducted within ten (10)

business days from the date the OWF consumer completes (re)application interview with the HCJFS Eligibility Worker.

**Measurement:** Provider will maintain and provide a monthly report on “days out” scheduling to HCJFS.

4. Ensure that there are site opportunities for each consumer. 100% of OWF consumers who are required to participate in a work activity shall have at least once activity option identified for them by the provider.

**Measurement:** Using State reports (GWP103RA and GWP510RA), Workforce Development Manager will conduct a review to determine reason case is unassigned or is assigned to alternative activity. Reason for alternative or lack of assignment should not be due to insufficient sites.

5. Maintain work participation rate as high as or higher than other metropolitan counties in the state of Ohio. The minimum Federal All Family Work participation Rate is 50%.

**Measurement:** Using state reported data (GWP510ra); the HCJFS All Family Rate will be compared with other Ohio metros on a monthly basis.

## 2.2.1 Program Components

**Providers are required to respond to the following for all proposals submitted:**

- 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. TANF Re-Authorization rules (Section 3107 of the Ohio Revised Code and Section 5101 of the Ohio Administration Code; (<http://codes.ohio.gov>), state that participation requirements begin the day that an OWF application is received at HCJFS. To earn participation credit for the initial application month same day service is 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:
  - 1. for customers;
  - 2. for HCJFS; and
  - 3. for OWF caseload reduction.
- K. Describe how you have previously enriched your public partners' capacity to meet their objectives.
- L. Identify the specific best practices that your organization will use to achieve and maintain a 50% work participation rate.

### **2.2.2 System and Fiscal Administration Components**

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

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company 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 Agency/Company.

- D. Agency's/Company 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 provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Bidder must note that as a contract requirement the following conditions must be met:

During the Agreement and for such additional time as may be required, Provider shall provide, pay for, and maintain in full force and effect the insurance specified in the attached sample contract, for coverage at not less than the prescribed minimum limits covering Provider's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Provider or subcontractor or by anyone for whose acts any of them may be liable.

#### **Certificates of Insurance**

Prior to the effective date of the contract, Provider shall give the County the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

**Hamilton County Risk Manager**

**Room 607**

**138 East Court Street**

**Cincinnati, OH 45202**

**Facsimile: 513-946-4330**

- G. Job Descriptions - For all positions in the program budget.

- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

Please provide the following attached only to the original proposal:

- L. 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.
- M. 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.**
- N. 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.**

- O. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

## **2.3 Budgets and Cost Considerations**

- A. HCJFS anticipates services will begin no later than January 1, 2011. One hundred percent (100%) of the total potential value of all contracts awarded as a result of this solicitation will be on a cost reimbursement agreement. The cost reimbursement agreement reimburses the Providers for actual costs, such as staff salaries, supplies, space, etc. Provider must submit five (5) budgets, one for the initial term of 2011 Cost Reimbursement and one (1) for each projected optional renewal years (Contract Years 2012, 2013, 2014, and 2015) that Provider understands will be used to compensate Provider for services provided. Budgets and *Cost Reimbursement* must be submitted in the form provided as Attachment C.

All registered Providers will be sent an electronic budget file in Excel format. All Providers submitting a proposal shall include a hard copy of all five (5) budgets in the proposal and also submit all five (5) budgets electronically in Excel format to the contact person identified in Section 3.2 HCJFS Contact Person. If Provider is unable to submit an electronic copy of the budget, Provider shall include a statement in the budget narrative explaining the reason.

**NOTE: The electronic copy of the budgets and Provider's proposals must be received by the due date specified in the RFP. The electronic copy of the budgets must be submitted in an unlocked Excel format and must match the hardcopy budgets submitted in the proposal.**



*For renewal years, any increases in Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Rate of the prior term. HCJFS does not guarantee that the Rates will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Rate increases.*

- B. Provider must warrant and represent the Budgets are based upon current financial information and programs, and include all costs relating to but not limited by the following:
1. *Location;*
  2. *Transportation; and*
  3. *Other direct services (e.g. insurance, translation/interpreter), administration, needed to accurately calculate the cost of a Cost Reimbursement.*

All revenue sources available to Provider to serve *consumers* identified in the Scope of Service shall be listed in the Budget, and utilized, where permissible, to reduce the *Cost Reimbursement*. All costs must be specified 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.

- C. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal and budget line items.
- D. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- E. For the purposes of this RFP, “unallowable” program costs include:
1. 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. contributions to a contingency (ies) reserve or any similar provision for unforeseen events;
  4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;

5. entertainment costs for amusements, social activities and related costs for staff only;
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 OAC 5101:2-47-25(n);
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.

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

## **2.4 Customer References**

Provider must submit at least three (3) letters of reference for whom services were provided similar in nature and functionality to those requested by HCJFS. Reference letters from HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

- A. Company name;
- B. Address;
- C. Phone number;
- D. Fax number;
- E. Contact person;
- F. Nature of relationship and service performed; and,
- G. Time period during which services were performed.

If Provider is unable to submit at least three (3) letters of reference, Provider must submit a detailed explanation as to why.

## **2.5 Personnel Qualifications**

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

- A. Proposed role;
- B. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history; and
- D. Personal reference (company name, contact name and phone number, scope and duration of program).

Provider's program manager must have a minimum of three (3) years experience as a program manager with a similar program.

RFPs and all attachments are posted on the Hamilton County Board of County Commissioner's website for general viewing. **It is the proposing agency's responsibility**

**to redact all personal information from resumes.** Please make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

## **2.6 Terrorist Declaration**

In accordance with ORC 2909.32(A) (2) (b), Provider is to provide a completed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, Attachment F. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

## **3.0 PROPOSAL GUIDELINES**

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

### 3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	<i>August 16, 2010</i>
Provider's Conference	<i>August 26, 2010</i>
Deadline for Receiving Final RFP Questions	<i>August 27, 2010</i>
Deadline for Issuing Final RFP Answers	<i>August 31, 2010</i>
Deadline for Registering for the RFP Process	<i>September 24, 2010 On or before 4:00 p.m.</i>
Deadline for Proposals Received by HCJFS Contact Person	<i>No later than October 15, 2010 @ 11:00 a.m. ET</i>
Oral Presentation/Site Visits – if needed	<i>October 22, 2010</i>
Anticipated Proposal Review Completed	<i>October 26, 2010</i>
Anticipated Start Date	<i>January 1, 2011</i>

### 3.2 HCJFS Contact Person

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:

***Designated Staff, Contract Services***  
*Hamilton County Department of Job and Family Services*  
*222 East Central Parkway, 3rd floor*  
*Cincinnati, Ohio 45202*  
*HCJFS\_RFP\_communications @jfs.hamilton-co.org*  
*Fax: (513) 946-2384*

### 3.3 Registration for the RFP Process

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS SEPTEMBER 24, 2010 BY 4:00 P.M.**

All interested Providers must complete Registration Form (see Attachment G and fax or e-mail the HCJFS Contact Person to register, leaving their name, company name, email address, fax number and phone number. The HCJFS Contact Person's fax number is (513) 946-2384, and their e-mail address is HCJFS\_RFP\_COMMUNICATIONS@jfs.hamilton-co.org.

### **3.4 RFP Conference**

The RFP Conference will take place at **the *Hamilton County Job & Family Services, Cincinnati, Ohio 45202, 6th Floor, Room 6SE201, on August 26, 2010, 10:00 a.m.***

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being mailed, faxed or e-mailed are to be sent only to the HCJFS Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP's Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP's Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. No questions will be accepted after **August 27, 2010**. The final responses will be faxed or e-mailed on **August 31, 2010** by the close of business.
- D. Only Providers who register for the RFP Process will receive copies of questions and answers.
- E. The answers issued in response to such Provider questions become part of the RFP.

### **3.5 Prohibited Contacts**

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 which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with this program during the RFP process. If the Provider attempts any unauthorized communication, HCJFS will reject the Provider's proposal.

Individuals associated with this program include, but are not limited to the following:

- A. Public officials; including but not limited to the Hamilton County Commissioners;  
and
- B. Any HCJFS employees, except for the HCJFS Contact Person.

Examples of unauthorized communications are:

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

### **3.6 Provider Disclosures**

Provider must disclose any pending or threatened court actions and claims brought by or 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 cause for rejection of the proposal.

### **3.7 Provider Examination of the RFP**

**THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHLY ENCOURAGED.**

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 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to **August 27, 2010 by 4:00 p.m.** 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.

### **3.8 Addenda to RFP**

HCJFS may modify this RFP no later than **August 31, 2010** by issuance of one or more addenda to all parties who registered for the Provider's Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP's Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addendas to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

### **3.9 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

Provider must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date.

### 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 services offered.

### 4.2 Cost of Developing Proposal

The cost of developing proposals is entirely the responsibility of the Provider and shall not be chargeable to HCJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Provider's expense.

### 4.3 False or Misleading Statements

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

### 4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00a.m. Eastern Time on October 15, 2010.** ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

#### **4.5 Acceptance and Rejection of Proposals**

HCJFS reserves the right to:

- A. award a contract for one or more of the proposed services;
- B. award a contract for the entire list of proposed services;
- C. reject any proposal, or any part thereof; and
- D. 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.

#### **4.6 Evaluation and Award of Agreement**

The review process shall be conducted in four stages. Although it is hoped and expected that a Provider will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

##### **Stage 1. Preliminary Review**

A preliminary review of all proposals submitted by **11:00 a.m. on October 15, 2010** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP.

Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Timely Submission – The proposal and electronic copy of budget is received at the address designated in Section 3.2 no later than **11:00 a.m. on October 15, 2010** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;

- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Completed Budgets, Section 2.3;
- F. Customer References, Section 2.4;
- G. Personnel Qualifications, Section 2.5; and
- H. Terrorist Declaration, Section 2.6.

## **Stage 2. Evaluation Committee Review**

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS. Review Committee shall evaluate each Provider's proposal using criteria developed by HCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

Does Not Meet Requirement	A particular RFP requirement was not addressed in the provider's proposal.
Partially Meets Requirement	Provider proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt fails below acceptable level.
Meets Requirement	Provider's fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.
Exceeds Requirement	Provider's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations.

## **Stage 3 Other Materials**

Review Committee members will determine what other information is required to complete the review process. 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. 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. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.

#### **Stage 4      Evaluation**

Final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 15% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered is worth 10% of the total evaluation score.

If HCJFS determines that is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 63% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 18% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Budget, Cost Analysis and Project Budget are worth initial one (1) year 11% and renewal four (4) years 8% of the total evaluation score.

#### **4.7      Proposal Selection**

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

## **4.8 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 received by HCJFS within fourteen (14) business days after the date of notification of the decision. 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. 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 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

## **4.9 Public Records**

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

#### **4.10 Provider Certification Process**

HCJFS reserves the right to complete the Provider Certification process (See Attachment D) for selected Providers. The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the contract. The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for Providers already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

**ATTACHMENT A  
PROPOSAL COVER SHEET FOR  
Work Participation Monitoring for  
Ohio Works First (OWF) Cash Recipients  
Bid No: RFP MB0310R**

Name of Provider : \_\_\_\_\_

Provider Address: \_\_\_\_\_  
*Include city, state and zip code*

Contact Person : \_\_\_\_\_  
*(Please Print or type name)* *Title*

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Additional Names:** Provider must include the names of individuals authorized to negotiate with HCJFS

**Person(s) authorized to negotiate with HCJFS:**

(1) Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Please Print)* *(Please Print)*

Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_ E-Mail: \_\_\_\_\_

(2) Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Please Print)* *(Please Print)*

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Initial Year Total Cost 12 Months 01/1/11 - 12/31/11	1 <sup>st</sup> Renewal Year Total Cost 12 Months 01/1/12 – 12/31/12	2 <sup>nd</sup> Renewal Year Total Cost 12 Months 01/1/13 – 12/31/13	3 <sup>rd</sup> Renewal Year Total Cost 12 Months 01/1/14 – 12/31/14	4 <sup>th</sup> Renewal Year Total Cost 12 Months 01/1/15 – 12/31/15
\$ _____ Total Cost Requested	\$ _____ Total Cost Requested	\$ _____ Total Cost Requested	\$ _____ Total Cost Requested	\$ _____ Total Cost Requested

**Certification:** I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document.

\_\_\_\_\_  
Signature - Authorized Representative Title Date

\_\_\_\_\_  
Signature – Financial Officer Title Date

**++Please see back of form for checklist to verify everything required to be submitted is included.**



**Proposal Submission Checklist  
For  
Work Participation Monitoring For  
Ohio Works First (OWF) Cash Recipients  
Bid No: RFP MB0310R**

Please use the checklist below to ensure all items and actions necessary to have your proposal accepted are completed.

- \_\_\_\_\_ A) Registered for RFP Process on or before September 24, 2010 by 4:00 p.m.
- \_\_\_\_\_ B) Proposal is to be submitted by 11:00 a.m. on October 15, 2010
- \_\_\_\_\_ C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1
- \_\_\_\_\_ D) Responses to Program Components, Section 2.2.1 are included
- \_\_\_\_\_ E) Responses to System and Fiscal Administration components, Section 2.2.2 are included
- \_\_\_\_\_ F) Budget completed correctly, Section 2.3 (hard copy included with proposals)
- \_\_\_\_\_ G) Soft copy of the budget sent to the Contact Person on or before due date of proposals (October 15, 2010). Electronic copy completed in Excel format, Section 2.3
- \_\_\_\_\_ H) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, budget narrative must be completed for initial contract term. Section 2.3
- \_\_\_\_\_ I) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- \_\_\_\_\_ J) Personnel Qualifications and Resumes are included, Section 2.5

## ATTACHMENT B

Contract # \_\_\_\_\_

### HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES PURCHASE OF SERVICE CONTRACT

This Contract is entered into on \_\_\_\_\_ between the Board of County Commissioners of Hamilton County, Ohio 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 type of service.

#### 1. TERM

This Contract will be effective from 1/1/2011 through 12/31/2011 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. This service was procured through RFP MB0310R.

In addition to the terms set forth above, this Contract may be renewed , at the option of HCJFS for four(4) additional one (1) year terms ("The Renewal Periods") These renewal periods are subject to funds availability, satisfactory performance by the Provider, and submission of all necessary paperwork required by HCJFS to implement a contract.

#### 2. SCOPE OF SERVICE

##### A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, (such Exhibits are to be deemed a part of this Contract as fully as if set forth in) Provider agrees to perform the Work Participation Monitoring for Ohio Works First (OWF) Cash Recipients, referred by HCJFS (the "Consumer") as more particularly described in Exhibit I, Request for Proposal (RFP MB0310R) Exhibit II, Providers Proposal, and Exhibit III, Provider's Budget. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit I – The Request for Proposal (RFP MB0310R)
2. Exhibit II– Provider's Proposal
3. Exhibit III-Providers Budget

## **ATTACHMENT B**

4. Exhibit IV – Budget Adjustment Protocol
5. Exhibit V- Monthly Contract program financial report

### **B. ORDER OF PRECEDENCE**

This Contract is based upon Exhibits I through V as defined in 2.A. Exhibits above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts 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 – Request for Proposal (RFP MB0310R);
2. Exhibit II – Provider’s Proposal;
3. Exhibit III – Provider’s Budget;
4. Exhibit IV – Budget Adjustment Protocol; and
5. Exhibit V- Monthly Contract program financial report

### **A. PROVIDER RESPONSIBILITY**

1. In accordance with the Hamilton County Self-Sufficiency Plan, Provider agrees to become a single point of contact to provide self-sufficiency activity coordination and services, for all OWF Consumers.
2. Approximately fourteen thousand (14,000) participants will be served by the Provider during a twelve (12) month period. The count of active participants with the Provider will be an unduplicated count of all Ohio Works First (OWF) recipients who are served during 2011.

Should new referrals increase to the point where they are unmanageable, both parties agree they will meet to discuss possible modifications to the contract Scope of Service as described in The Request for Proposal (Exhibit I) and Provider’s Proposal (Exhibit II).

3. Any program description intended for internal or external use shall mention referrals and funding are provided by the Hamilton County Department of Job and Family Services.
4. Required Documentation and Reporting: Records of all service provided to all Consumers in the contracted program(s) (whether reimbursed by this Contract or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.

## **ATTACHMENT B**

- a. “Proper” documentation of service provided is as follows:

If the program is such that service is provided on a one-to-one basis, as in counseling, the documentation must be maintained by the counselor by means of a personal record of service which details the service provided to, or on behalf of a recipient, with the beginning and ending time of the service.

5. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with reports as requested. HCJFS may exercise this right without a Contract amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
6. The compensation amount in section **3, BILLING AND PAYMENT** is the full payment for Consumer service. No fees or additional cost shall be charged to any Consumer for the Contract service without expressed HCJFS approval. Such approval must be made by way of a Contract amendment.
7. Provider warrants that all other sources of revenue have been actively pursued prior to billing HCJFS for services. Possible revenue sources include, but are not limited to, 3<sup>rd</sup> party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.
8. Provider is to ensure that all Contract requirements contained within are also part of the requirements placed on all subcontractors providing service for this project. HCJFS reserves the right to audit and/or test Contract requirements for the above mentioned subcontractors at any time during the term of this contract and up to three (3) years thereafter.
9. Provider is required to follow Federal, State, and County laws regarding work participation. This includes but is not limited to information found in the County Self Sufficiency Plan (SSP) and the TANF Reauthorization provisions of the Deficit Reduction Act of 2005.

### **B. HCJFS RESPONSIBILITY**

1. HCJFS agrees to provide staff to assist Provider in serving the OWF Consumer population. Consumer specialists will be available to provide day care support. Clerical staff will be available to perform duties which will include but are not limited to Consumer registration and reviewing CRIS-E screens.

## **ATTACHMENT B**

2. The HCJFS Community Link Project Manager will serve as the single point of contact for Community Link personnel to request HCJFS Information Systems computer support.

### **3. BILLING AND PAYMENT**

- A. Rates of Payment – HCJFS agrees to reimburse Provider for actual 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.

Provider reserves the right, and HCJFS agrees that Provider may move or adjust from any line item, contained on Provider's Budget, Exhibit III, by an amount less than Ten Percent (10%), without prior approval of HCJFS. Any line item adjustment that is 10% or greater will require Provider to follow the guidelines in Exhibit IV, Budget Adjustment Protocol.

- 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 Community Link 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 Community Link 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 sixty (60) 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, Exhibit V 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.

## **ATTACHMENT B**

- C. Provider will indicate the purchase order and vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
  2. bonding costs;
  3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
  4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
  5. entertainment costs for amusements, social activities and related costs;
  6. costs of alcoholic beverages;
  7. goods or services for personal use;
  8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
  9. gains and losses on disposition or impairment of depreciable or capital assets;
  10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
  11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
  12. losses on other contracts;
  13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
  14. costs related to legal and other proceedings;
  15. goodwill;
  16. asset valuations resulting from business combinations;
  17. legislative lobbying costs;
  18. cost of organized fund raising;
  19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
  20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
  21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
  22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
  23. major losses incurred through the lack of available insurance coverage; and
  24. cost of prohibited activities from section 501(C) (3) of the Internal Revenue Code.
- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
- F. Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

## **ATTACHMENT B**

### **4. ELIGIBILITY FOR SERVICES**

Service is to be provided only for referrals made to the Provider by HCJFS on behalf of a Consumer. The Consumer is eligible if 1) the Consumer is receiving OWF cash assistance and 2) the Consumer is assigned to the Provider in the CRIS-E system.

HCJFS maintains responsibility for eligibility determination of each Consumer. HCJFS also has the decision making authority related to the strategies and interventions used to meet Federal work participation goals and will administer the Contract from award to closeout.

### **5. 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.

### **6. 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.

### **7. AVAILABILITY OF FUNDS**

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

HCJFS will notify Provider at the earliest possible time of any products or services affected 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.

## **ATTACHMENT B**

### **8. TERMINATION**

#### **A. Termination for Convenience**

##### **1. By HCJFS**

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon the Provider one hundred eighty days (180) calendar days prior to the effective date of termination.

##### **2. By Provider**

This Contract may be terminated by Provider upon notice, in writing, delivered upon HCJFS one hundred eighty days (180) calendar days prior to the effective date of termination.

#### **B. Termination for Cause by HCJFS**

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

For purposes of the Contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract as stated herein. A material breach shall not include an act or omission, which



## **ATTACHMENT B**

has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect of a Consumer, iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well-being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

### **C. Effect of Termination**

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.
2. Provider, upon receipt of notice of termination, agrees to 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 limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. 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.

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### **9. 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. 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.

### **10. GOOD FAITH EFFORT**

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse affects of such termination on the Consumers.

### **11. DISPUTE RESOLUTION**

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Either party may bring any dispute forward to the other in form of a written notice of dispute (the "Notice of Dispute"). The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of twenty (20) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

**Representative for HCJFS:** HCJFS' Contract Manager

## **ATTACHMENT B**

**Representative for Provider:** Provider's Project Manager

If an agreement cannot be reached during Step 1, the grieving party may elevate the dispute to Step 2 using the following representatives:

**Representative for HCJFS:** Unit Supervisor for Contract Services

**Representative for Provider:** Provider's Project Manager

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3 using the following representatives:

**Representative for HCJFS:** Contract Services' Director

**Representative for Provider:** \_\_\_\_\_

All representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

### **12. WARRANTIES AND REPRESENTATIONS**

- A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain all required licensure or certifications in good standing. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.
- B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- C. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.
- D. Provider warrants and represents 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. All revenue sources

## **ATTACHMENT B**

currently accessed by Provider and available to serve the clients identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.

- E. Provider warrants and represents 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.
- F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

### **13. QUALITY REVIEW**

Provider agrees to participate in and comply with the requirements of HCJFS utilization review, quality management and credentialing and re-credentialing programs and to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS.

### **14. 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 Rate and that the level of service existing prior to the Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

### **15. REPORTS**

- A. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases.
- B. The monthly contract program financial report, Exhibit V, shall be submitted to HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month.
- C. HCJFS reserves the right to request additional reports at any time during the Contract

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period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.

- D. HCJFS reserves the right to withhold payment until such time as all required reports are received.

### **16. GRIEVANCE PROCESS**

Provider will post its grievance policy and procedures in a public or common area at each contracted site so all Consumers and representatives are able to observe this policy. Provider will notify HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the services. Provider shall submit any facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

### **17. NON-DISCRIMINATION IN EMPLOYMENT**

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 Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

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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.

### **18. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES**

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS Consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5101:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Consumers through the use of an oral or written translator or interpretation services in compliance with this requirement, Consumers shall not be required to pay for such assistance.

### **19. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to ORC Chapter 5107 and 5108, the Prevention, Retention, and Contingency Program, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First 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.

### **20. 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 any agent or representative of the Provider.

### **21. 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

## **ATTACHMENT B**

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 the BOCC.

### **22. CONFLICT OF INTEREST**

Provider agrees there is no financial interest involved on the part of any employee or officer of HCJFS or 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 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.

### **23. DISCLOSURE**

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

### **24. CONFIDENTIALITY**

Provider agrees to comply with all federal and state laws applicable to HCJFS and the confidentiality of HCJFS Consumers. Provider understands 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 all Consumer documentation is protected and maintained in a secure and safe manner.

### **25. PUBLIC RECORDS**

This Contract is a matter of public record under the Ohio public records law. By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may also be deemed public records and subject to disclosure under

## **ATTACHMENT B**

Ohio law. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

### **26. AVAILABILITY AND RETENTION OF RECORDS**

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. 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 Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, 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, 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 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.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).



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### **27. AUDIT REQUIREMENTS**

- A. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. 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.
- B. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract.

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be asked to sign a Repayment Agreement with HCJFS. Provider agrees 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. If repayments 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 may be canceled and may 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. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.

- C. 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 within fifteen (15) days of receipt of such reports.
- 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.
- E. HCJFS reserves the right to evaluate programs of Provider and its subcontractors. The evaluation may include, but is not limited to reviewing records, observing programs, and

## **ATTACHMENT B**

interviewing program employees and Consumers. HCJFS shall not be responsible for costs incurred by Provider for these evaluations.

### **28. DEBARMENT AND SUSPENSION**

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of 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.

### **29. DEBT CHECK PROVISION**

The Debt Check Provision, ORC 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 whom 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 and represents a finding for recovery has not been issued to the Ohio Auditor of State. Provider further warrants and represents Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

### **30. CORRECTIVE ACTION PLANS**

Provider agrees to notify HCJFS immediately of any Corrective Action Plan (“CAP”) issued from any state or other county agency regarding the services provided pursuant to this Contract. HCJFS may withhold Client Authorizations or immediately terminate this Contract, upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Client authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

### **31. PROPERTY OF HAMILTON COUNTY**

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively “Deliverables”) shall be considered “works made for hire” within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a “work made for hire,” or if there are any rights in the

## **ATTACHMENT B**

Deliverables not so conveyed to HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

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

### **32. INSURANCE**

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. 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

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7. Joint venture as named insured (if applicable).

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

- B. 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 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. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. 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 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.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers.
  2. The insurance endorsement forms and the certificate of insurance forms will be sent to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, 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."
  3. 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, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
  4. 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.
  5. 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.
  6. If Provider provides insurance coverage under a "claims-made" basis, Provider

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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.

7. 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 contracts, similar waivers each in favor of all parties enumerated in this section.
8. 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.
9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.
10. 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.
11. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

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### **33. 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, 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, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider’s or its subcontractor’s(s’) employees, 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.

### **34. COORDINATION**

Provider will advise HCJFS of any significant fund-raising campaigns contemplated by Provider within Cincinnati or Hamilton County for supplementary operating or capital funds during the term of this Contract so 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.

### **35. 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, 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,

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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.

### **36. MARKETING**

Any program description intended for internal or external use shall contain a statement that funding for such program is provided by the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Department of Job and Family Services.

### **37. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Contract, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

### **38. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

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

### **39. SCREENING AND SELECTION**

#### **A. Criminal Record Check**

Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County



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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), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

### **B. Bureau of Motor Vehicle Transcript**

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

### **C. Verification of Job or Volunteer Application**

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

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### **40. LOBBYING**

During the life of this Contract, Provider warrants and represents 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 and represents 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 this Contract.

### **41. DRUG-FREE WORKPLACE**

Provider certifies and affirms 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 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.

### **42. FAITH BASED ORGANIZATIONS**

Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and 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 notify HCJFS.

### **43. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION**

Provider agrees to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for children in placement. Such provisions include but are not limited to OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of all health care

## **ATTACHMENT B**

documentation shall be maintained in Consumer's case file and supplied to HCJFS upon receipt by the Provider.

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-39-08.2.

### **44. 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. 1368), Executive Order 11738, and any applicable environmental protection agency regulation. 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. 1368), Executive Order 11738, and any applicable environmental protection agency regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

### **45. ENERGY POLICY AND CONSERVATION ACT**

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

### **46. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

As part of its submitted Proposal and in accordance with ORC 2909.32(A)(2)(b), Provider completed the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Attachment F to Exhibit II, Provider's Proposal. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

Provider further agrees it will complete a Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

## **ATTACHMENT B**

### **47. DECLARATION OF PROPERTY TAX DELINQUENCY**

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, 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 indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment E to Exhibit II, Provider's Proposal.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

### **48. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree this Contract shall not be assigned by 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 HCJFS. Notwithstanding any other provisions of this Contract affording 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.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1) business day when Provider knows or should have known 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.

## **ATTACHMENT B**

### **49. GOVERNING LAW**

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

### **50. LEGAL ACTION**

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

### **51. 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 HCJFS Contract Services Section may implement written Contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

### **52. 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.

### **53. AMENDMENTS**

This writing constitutes the entire Contract between Provider and HCJFS with respect to the Services. This Contract may be amended only in writing. Notwithstanding the above, the parties agree that 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 enacted after the date of execution of this

## **ATTACHMENT B**

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.

### **54. 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.

### **55. 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.

### **56. 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 that 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.

### **57. SUBRECIPIENT**

Provider is designated as a “sub recipient” as referenced by OAC 5101:9-1-88. A sub recipient is defined as a non-federal entity that expends federal awards received from 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, such as 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.

## ATTACHMENT B

### 58. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
	946-	Contract Services	Contract changes, Contract language
	946-	Contract Services	Contract budget, audits
		Fiscal	Billing and payment
	946-	Children's Services	Scope of service, client authorization, service eligibility

## ATTACHMENT B

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 \_\_\_\_, 2009.

Provider or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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: \_\_\_\_\_



## ATTACHMENT C

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

[illegible]

**Salaries Narrative.** Describe how each position relates to the service proposed.

Please type narrative here.

## HCJFS CONTRACT BUDGET INSTRUCTIONS

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program/service being proposed. In order to facilitate the process, HCJFS requests that the attached budget be used.

These instructions are designed to assist in the completion the budget. Should you have any questions, please submit them to the HCJFS Contact Person in one of the following ways:

- 1) Fax To: RFP MB0310R, RFP CONTACT PERSON  
  
Fax: (513) 946-2384
- 2) E-mail: [HCJFS\\_RFP\\_COMMUNICATIONS@JFS.HAMILTON-CO.ORG](mailto:HCJFS_RFP_COMMUNICATIONS@JFS.HAMILTON-CO.ORG)
- 3) Mail To: Contract Services  
Hamilton County Department of Job & Family Services  
222 East Central Parkway, 3<sup>rd</sup> Floor  
Cincinnati, OH 45202

**PAGE 1 - SUMMARY PAGE**

Page 1 is the summary page for all information entered on pages 2 through 9. If you are not using the Excel spreadsheet for the budget, the summary page should be completed after all other budget pages (pages 2 through 9) are finalized. The total amounts for each expense type on this page (A through J) should equal the total amounts of each section on pages 2 through 8.

As the amounts are entered on pages 2 through 9, the total amounts on the summary page will be populated, if using the Excel spreadsheet to complete the budget.

**Mgmt Indirect Cost**

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency. Mgmt Indirect costs, allocated to the proposed service(s) should not exceed 15% of the total proposed service(s) cost. After allocating Mgmt Indirect costs between Other Direct Services and the proposed service(s), total program expenses for Mgmt Indirect should equal zero.

The Summary Page, once completed, should give a total budget for the service being proposed, as well as a picture of your agency's total budget.

**HCJFS CONTRACT BUDGET**

**AGENCY:** (Enter legal name of your agency)

**BUDGET PREPARED FOR PERIOD**

**NAME OF CONTRACT PROGRAM:** (Enter name of program, e.g. Foster Care)

(Enter Begin Date of Budget) TO (Enter End Date of Budget)

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES						
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						
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						
ALLOCATION OF MGT/INDIRECT COSTS						
<b>TOTAL PROGRAM EXPENSES</b>						

1

**\*\*ESTIMATED TOTAL UNITS OF SERVICE**

**TO BE PROVIDED:**

**\*\*TOTAL PROGRAM EXPENSES / TOTAL UNITS OF SERVICE = UNIT RATE:**

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**\*\*UNIT= (Define unit - day, hour, trip, etc...)**

**\*\*If the proposed service is Cost Reimbursement, do not complete.**

<b>TOTAL REVENUE*</b>						
-----------------------	--	--	--	--	--	--

\*As the amounts for revenue are entered on page 9 of the budget, total revenue will be populated here.

## Instructions:

Column 1: Description of expenses by type.

Columns 2-4: Totals of the direct costs entered for each section on pages 2 through 8. **Direct costs** are those that can be identified specifically to the service being proposed.

Column 5: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.

Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both Traditional and Therapeutic Foster Care and Residential Treatment and you are responding to a Request For Proposals (RFP) for Traditional and Therapeutic Foster Care, all costs associated with Residential Treatment would be entered under "Other Direct Serv".

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 2 - SECTION A - STAFF SALARIES**

This section is used to list all positions by position title, number of staff per position, hours per week per position, annual salary per position, and salaries per position included in the proposed service. All management and administrative positions indirectly associated with the service being proposed should be listed with their corresponding salaries listed under the column, "Mgmt Indirect". All other positions **not** directly or indirectly associated with the service being proposed may be grouped together and listed as "All Other Positions" with their total salaries listed under the column "Other Direct Ser".

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>TOTAL SALARIES</b>									

2

**Instructions:**

Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as "Other Personnel".

Column 2: Indicate the number of staff for the position title identified in Column 1.

Column 3: Indicate the number of hours each staff will work each week for the proposed service.

Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as "Other Personnel", you may enter the sum of the salaries.

Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.

# ATTACHMENT C

HCJFS Contract Budget Instructions

Column 8: Enter the salary costs that are indirectly associated with the service being proposed.

Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.

Column 10: Column 10 is the sum of Columns 5 through 9.

## PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

This section is used to calculate the employee payroll taxes and benefits.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
B. PAYROLL TAXES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
<b>BENEFITS</b>						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>						

3

### Instructions:

Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".

Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.

Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.

Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.

Column 7: Column 7 is the sum of Columns 2 through 6.

### PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

This section is used to list any contracted services such as janitorial, pest control, and security; as well as any professional fees such as consultants and auditors. Also, if you have any contracted employees from a temporary agency who are performing duties either directly or indirectly related to the service proposed; those costs should be entered here. Foster care agencies should enter their Foster Parent fees here. Any subcontractor's costs should be entered here.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
C. PROFESSIONAL FEES & CONTRACTED SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>						

3

#### Instructions:

Column 1: List all professional fees and contracted services.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 4 - SECTION D – CONSUMABLE SUPPLIES**

This section is used to enter costs for items that will be directly used or consumed in the proposed service. These items must be used or consumed within one (1) Consumable supplies that are more of a general supply used within your agency should be entered in the “Mgmt Indirect” column. Examples of some of these costs are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.). Program supplies such as pamphlets, text books, and computer software directly related to the proposed service should be entered in this section as well.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
<b>TOTAL CONSUMABLE SUPPLIES</b>						

4

**Instructions:**

Column 1: List of consumable supplies by expense type. List any other consumable supplies separately under “Other”.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.



**PAGE 4 - SECTION E – OCCUPANCY COSTS**

This section is used to enter occupancy costs that will be associated with the proposed service. If your agency is renting the entire building and using all of the space for the proposed service, enter the total rental amount for the building. If your agency is renting the entire building and not using all of the space for the proposed service, the rental cost for the proposed service is calculated by multiplying the Cost per Square Foot by the total Square Footage of the space used for the proposed service. The remaining rental cost should be entered under “Other Direct Ser”.

If your agency owns the building, a charge for depreciation **or** usage allowance is allowable. Depreciation or usage allowance should be applied to the original acquisition cost of the building. Depreciation should be calculated using the straight-line method. The lifespan of a nonresidential building is 31.5 years for property placed in service before May 13, 1993. If the property was placed in service after May 13, 1993 the lifespan is 39 years per the Internal Revenue Service (IRS) (Publication 946). If the building has been fully depreciated, the usage allowance method should be used. The usage allowance is limited to 2% of the original acquisition cost.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ. FT. SQ. FT. _____						
USAGE ALLOWANCE OF BLDG. OWNED @ 2% OF ORIGINAL ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY _____ WATER _____						
TELEPHONE						
OTHER (SPECIFY)						
<b>TOTAL OCCUPANCY COSTS</b>						

4

**Instructions:**

Column 1: Rental – Enter the amount per square foot and the total square footage used for the proposed service.

Usage Allowance of Building – Should be used when building has been fully depreciated. Usage Allowance is limited to 2% of the original acquisition cost.

## ATTACHMENT C

Maintenance & Repairs – Enter any projected building maintenance and repair costs.

Utilities – Enter the projected utility costs on the appropriate lines. If heat and electricity is included in the rent, write “included” on this line. If water is included in the rent, write “included” on this line.

Telephone – Enter the projected telephone costs including long distance. Cell phone costs should be entered on this line, also.

Other – List separately any other costs associated with occupancy.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 5 - SECTION F – TRAVEL COSTS**

This section is used to enter the costs of operation, maintenance, and repairs of agency vehicles when relevant to the delivery of the proposed service. Such costs may be charged on an actual cost basis, a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-profit organization's non-federally sponsored activities. The amount paid for mileage reimbursement should not exceed HCJFS' reimbursement rate, which is the rate determined by the IRS. The reimbursement rate can be found on the IRS website.

Conference and meeting costs are allowable if the primary purpose is the dissemination of technical information relating to the proposed service. Purchased transportation is allowable if required for the delivery of the proposed service.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER (PARKING)						
MILEAGE REIMBURSE. @ PER MILE						
CONFERENCES & MEETINGS, ETC.						
PURCHASED TRANSPORTATION						
<b>TOTAL TRAVEL COSTS</b>						

5

**Instructions:**

Column 1: List of travel costs by expense type. List any other travel costs separately under, "Other".

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 5 - SECTION G – INSURANCE COSTS**

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
<b>TOTAL INSURANCE COSTS</b>						

5

**Instructions:**

Column 1: List of insurance costs by expense type. List any other insurance costs separately under, "Other".

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 6 - SECTION H – EQUIPMENT COSTS**

This section is used to enter small equipment (items costing under \$5,000.00 and will be purchased during the budget period); equipment maintenance and repair; equipment lease costs; and depreciation costs for capital equipment (any item or group of like items costing \$5,000.00 or more) relevant to the delivery of the proposed service. Leased equipment in excess of \$5,000.00 must be depreciated. If your agency has, or acquires equipment costing \$5,000.00 or more with an anticipated useful life in excess of one (1) year a charge for depreciation is allowable.

Depreciation should be calculated using the straight-line method. Refer to IRS guidelines to determine the useful life of equipment. Follow the instructions on Page 7 of Budget Form to calculate depreciation.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	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)						
<b>TOTAL EQUIPMENT COSTS</b>						

6

**Instructions:**

Column 1: List of equipment costs by expense type.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

## ATTACHMENT C

HCJFS Contract Budget Instructions

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

### PAGE 7 - 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, e.g. 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 items of equipment used by the Management 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.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Item(s) To Be Depreciated	New or Used	Date of Purchase	Total Actual Cost	Salvage Value	Total To Depreciate	Useful Life	Chargeable Annual Depreciation	Percent Used By Service Proposed	Amount Charged to Service Proposed	Which Service Proposed
<b>Total</b>										

7

#### Instructions:

Column 1: Enter item to be depreciated.

Column 2: Enter “N” for new equipment or “U” for used equipment.

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

Column 6: Subtract value entered in Column 5 from the value entered in Column 4.

Column 7: Enter useful life per IRS guidelines.

Column 8: Divide value in Column 6 by value in Column 7.

Column 9: Enter percent item will be used in the service proposed.

Column 10: Multiply value in Column 8 by percent in Column 9.

Column 11: Enter name of service proposed.

### PAGE 8 – SECTION I - MISCELLANEOUS COSTS

This is the section to enter anticipated miscellaneous costs incidental to the delivery of the service proposed. Allowable miscellaneous include costs such as printing, advertising, postage, FBI background checks, and drug testing.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
<b>TOTAL MISCELLANEOUS COSTS</b>						

8

Instructions:

Column 1: List miscellaneous costs separately.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

### PAGE 8 – SECTION J - PROFIT MARGIN

This section is for for-profit entities only. Enter the amount of anticipated profit being charged to the service proposed. The profit margin will be negotiated during contract negotiations.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>J. PROFIT MARGIN</b> (For profit entities only- indicate the amount)						

8

### PAGE 8 – SECTION K – SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION

This is the grand total of Sections A through J for each column. The values on this line should equal Sub-Total of Expenses Before Mgmt Indirect Allocation on Page 1 - Summary Page.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION</b>						

8

### PAGE 9 – REVENUE BY PROGRAM SERVICES



# ATTACHMENT C

## HCJFS Contract Budget Instructions

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed separately (e.g. HCJFS, Butler County, etc.). “Fees From Clients” should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

Total revenues shown MUST equal or exceed the total expenses shown on Page 1 – Summary Page.

REVENUE PREPARED FOR PERIOD  
(Enter Begin Date of Budget) TO (Enter End Date of Budget)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
REVENUE BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUE
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency)</b>						
HCJFS						
<b>B. OTHER FUNDING</b>						
Fees From Clients						
Contributions						
Awards & Grants						
Other (specify)						
<b>TOTAL REVENUE</b>						

9

Instructions:

Column 1: List funding sources.

Columns 2-4: Enter the revenues that are directly associated with the service proposed.

Column 5: Enter revenue such rental of facilities, interest income, investment income, contributions, etc.

Column 6: Enter all other revenues that are not associated with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

# **ATTACHMENT D-2**

## **Hamilton County Department of Job and Family Services**

### **Provider Certification Process**

(Revised 7/01)

#### **I. Overview**

The purpose of the **Hamilton County Department of Job and Family Services (HCJFS) Provider Certification Process** is to determine a service provider's apparent administrative capacity to effectively manage an HCJFS contract. The process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency. The process is divided into three (3) sections -**A. Program Identifying Information, B. Administrative Capacity and C. Quality Assurance**. Sections A. and B. must be completed prior to contract signing. Section C. must be completed within six (6) months of contract signing. A six (6) month period is given for Section C. to allow time for smaller agencies who may not have all of the quality assurance components in place. As with any process, there are always exceptions so consult with management if certain portions of the document are not applicable to a specific provider.

**A. Program Identifying Information (Section A)** - identifies key information such as:

1. agency name and address;
2. director's name;
3. service being purchased;
4. hours/days of operation, etc.

**B Administrative Capacity (Section B)** - identifies administrative areas which are key to an effective operation such as:

1. accounting and record keeping systems;
2. copies of important documents such as the table of organization, Articles of Incorporation, insurance, etc.;
3. review of provider personnel files for proof of drivers' licenses, insurance, professional credentials, etc.;
4. tour of the provider's facility.

None of this information is to be released to anyone other than the provider without HCJFS management approval.

**C. Quality Assurance (Section C)** - identifies processes and procedures for ensuring quality service such as:

1. program staff training plan;
2. staff policy and procedure manual;

3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

### **Section A. Program Identifying Information**

ITEM	EXPLANATION
1. Reviewer's Name and Title	Staff name(s)/title(s) who completed the certification review.
2. Initiation of Certification Process (Date)	Date the certification process began.
3. Completion of Certification Process (Date)	Date the certification process was completed - all 3 sections completed..
4. Certification Status	Select the applicable answer as the certification process is completed. Select: in process, approved, denied.
5. Tax I.D. # (aka Vendor #)	Tax I.D. (Vendor) number used in Performance.
6. Oracle Contract #	Contract number used in Oracle
7. Agency Name	Official name of the contract agency.
8. Agency Address	Address for the location of the agency's administrative office. Indicate if there is a separate mailing address.
9. Phone #	Phone number for the agency's administrative office.
10. Fax #	Fax number for the agency's administrative office.
11. Program Name	Program name for the purchased service, if applicable.
12. Service Name	Service name from the Contract Services database picklist.
13. Program Address, if different	Program address if different from the administrative office.
14. Program Phone #, if different	Program phone number if different from the administrative office.
15. Program Fax #	Program fax number if different from the administrative office.
16. Agency's Hours/Days of Operation	Agency's hours of operation (begin/end times) and days of the week the agency is open for service.
17. Program's Hours/Days of Operation	Contracted program's hours of operation (begin/end times) and the days of the week the program is open for service.
18. Seasonal Hours, if applicable	Indicate if the program has seasonal (summer, holiday, etc) days and hours of operation.
19. Agency Director's Name	Name of the Executive Director for the contracted agency.
20. Agency Director's E-Mail Address	E-mail address for the Agency Director.
21. Program Director's Name, if different	Name of the Program Director for the contracted program/service if different from the Executive Director.
22. Program Director's Phone #, if different	Phone number for the Program Director if different from the agency or program phone numbers listed above in #9 and #14.
23. Program Director's E-Mail Address	E-mail address for the Program Director if different from the Agency Director.

24. Program Contact Person, if different	Name of the program Contact Person if different from the Program Director listed above in #20.
25. Program Contact Person's Phone number, if different	Phone number for the program Contact Person if different from the phone number for the Program Director listed above in #21.
26. Program Contact Person's E-Mail Address	E-mail address for the program contact person if different from the Program Director.

**Section B. Administrative Capacity - This section must be completed prior to contract signing.**

ITEM	EXPLANATION
1. Other Provider certifications	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management.
2. Reviewed and accepted: a. Most recent annual indep. audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls.	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <ol style="list-style-type: none"><li>1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy.</li><li>2. Do the attachments/exhibits indicate problems, recommendations, etc.?</li><li>3. Does the audit management letter indicate a problem or areas that need improvement?</li><li>4. Does the SAS61 indicate problems, concerns, etc.?</li><li>5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year.</li><li>6. Were taxes filed timely? If not, why? Were extensions requests done timely?</li><li>7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <b><i>Government Auditing Standards</i></b>. The information is also available on the GAO website at: <b><a href="http://www/gao.gov/policy/guidance.htm">http://www/gao.gov/policy/guidance.htm</a></b></li></ol>
3. Indicate Provider's filing status with the IRS: a. 501C3 (not-for-profit); b. sole proprietor; c. corporation (for profit); d. government agency; e. other (specify).	The filing status is important because of filing and tax conditions which are unique to each category.

<p>4. Received current copies of:</p> <ul style="list-style-type: none"> <li>a. Articles of Incorporation, if applicable;</li> <li>b. job descriptions for all staff in program budget;</li> <li>c. insurance with the correct amount, type of coverage and add'l. insureds listed;</li> <li>d. Worker's Compensation insurance;</li> <li>e. table of organization including advisory boards &amp; committees;</li> <li>f. service/attendance form, sign-in sheet, etc.</li> <li>g. contract service contingency plan, if applicable.</li> </ul>	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> <li>1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O.</li> <li>2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current.</li> <li>3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions.</li> <li>4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client name, date, begin/end time, unit(s) of service, name of teacher/case worker, etc.</li> <li>5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan?</li> </ol>
<p>5. Reviewed 3 of the last 12 months board minutes</p>	<p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p>

<p>6. Reviewed accounting/record keeping system:</p> <ul style="list-style-type: none"> <li>a. financial record keeping method <ul style="list-style-type: none"> <li>1) is a separate account set up for our program?</li> <li>2) are invoices filed for easy reference?</li> </ul> </li> <li>b. cash or accrual system;</li> <li>c. revenue source during start-up period;</li> <li>d. ability to issue accurate and timely reports</li> <li>e. maintenance of client service records . <ul style="list-style-type: none"> <li>1) method for documenting client service;</li> <li>2) method for compiling data for reports;</li> <li>3) method for tracking performance indicators;</li> </ul> </li> <li>f. how will the Provider manage cash flow during the first 3 months of the contract?</li> </ul>	<ul style="list-style-type: none"> <li>1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account.</li> <li>2. Determine how financial invoices will be filed. Is this adequate for audit purposes?</li> <li>3. Identify the accounting system used - cash vs accrual. This is important in an audit for determining how expenses and revenues are reported.</li> <li>4. Determine how the agency will meet payroll and other contract related expenses during the start-up period, prior to receiving the first contract reimbursement.</li> <li>5. Review the process for reporting expenses, service and performance goals. Does provider have the administrative capacity to manage the contract in an accurate and timely fashion? In the program area? In the financial area?</li> <li>6. Review the process for documenting and maintaining client service records. Is it acceptable for audit purposes? Can invoiced services be easily tracked to a source document? Is the information in the source document legible, complete, etc?</li> <li>7. Since the initial reimbursement will be approximately 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time.</li> </ul>
<p>7. When applicable, review personnel files for proof of required documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. current professional license/certification;</li> <li>b. driver's license with &lt; 5 points;</li> <li>c. proof of car insurance;</li> <li>d. police/BCII check completed within the last 12 mons.</li> </ul>	<p>Based on the work performed by the contract agency's staff, conduct a sampled review of personnel files to ensure required documentation is current and on file. Indicate discrepancies and develop an action plan with the agency to ensure compliance prior to contract signing.</p>
<p>8. Transportation Issues (when applicable)</p> <ul style="list-style-type: none"> <li>a. is public transportation readily available?</li> <li>b. how far from the program site is the public transportation stop?</li> <li>c. indicate the type of available parking facilities: <ul style="list-style-type: none"> <li>1) private lot;</li> <li>2) municipal/public lot;</li> <li>3) on-street parking;</li> <li>4) client/staff pay to park.</li> </ul> </li> </ul>	<p>This section is to identify potential problems for the program area in client access of service.</p>

<p>9. Interior - Public Areas</p> <ul style="list-style-type: none"> <li>a. indicate general impression of appearance- cleanliness, neatness, safety, etc.</li> <li>b. is facility handicapped accessible?</li> <li>c. are bathrooms handicapped accessible?</li> <li>d. does facility design ensure client confidentiality?</li> <li>e. is the facility adequate for our program?</li> <li>f. ask provider if a negative building safety report has been issued by the fire department.</li> </ul>	<p>Purchased services are to be provided in an appropriate setting and accessible to all referred clients. This area is subjective and open to interpretation. The question to ask yourself is if you'd feel comfortable referring a client to this location. The fire department only issues a report when there are building safety issues. Ask to see any negative safety report and, if any, ask for proof of compliance - repair invoices, etc. Calls can be made to the fire department if the status is in doubt.</p>
<p>10. Contract Management Plan - review provider's written plan for contract management.</p> <ul style="list-style-type: none"> <li>a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?</li> <li>b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?</li> <li>c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?</li> <li>d. what is provider's plan for conducting self-reviews to ensure contract compliance?</li> <li>e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?</li> <li>f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?</li> <li>g. what is provider's plan for monitoring contract utilization?</li> </ul>	<p>The purpose of the plan is to ensure the provider is fully aware of the contractual obligations and has a pro-active plan for managing the various contract components. At a minimum, the provider's written plan must address these seven (7) areas.</p>



**Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.**

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff are aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following must be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records.	1. Does the agency have a Quality Improvement program?  2. Is there a <u>current</u> QI plan that incorporates involvement of all program areas, front line staff representation, fiscal, administration, clinical staff, families served?  3. Is there a client satisfaction mechanism in place?  4. How are client contacts, referrals, service delivery measured and tracked?  5. Are service goals articulated clearly? Are there mechanisms in place to track and report individual and aggregate data on client activities/outcomes? Financial outcomes?  6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making?  7. Grievance process available - easily accessible to clients.Process for tracking and reporting individual and aggregate data on grievances?  8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues?  9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed?

**ATTACHMENT E**  
**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 F

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			

## ATTACHMENT F

### 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 G

## REGISTRATION FORM

PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

**RFP# MB0310R: For Work Participation Monitoring for OWF Cash Recipients**  
All inquiries regarding this RFP are to be in writing and are to be mailed or faxed to:

Maggie Barnett, Contract Services  
Hamilton County Job and Family Services  
222 E. Central Parkway Contract Services, 3<sup>rd</sup> Floor  
Cincinnati, OH 45202  
Fax#: (513) 946-2384

The Hamilton County Job and Family Services **will not** entertain any oral questions regarding this **RFP**. Other than specified above, no bidder may contact any county official, employee, project team member or evaluation team member. Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this **RFP**. **Inappropriate contact may result in rejecting of the Provider's Proposal, including attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

*The only appropriate contact is with the contact person listed above.*  
Have you been banned from doing business with the State of Ohio? \_\_\_\_\_.

Please fax this completed page to HCJFS Contracting Department at (513) 946- 2384.

By faxing this completed page to the HCJFS Contracting Department you will be registering your company's interest in this RFP and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>REPRESENTATIVE'S NAME:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE AUTHORIZED TO NEGOTIATE CONTRACT:</b>	
<b>SIGNATURE:</b>	

Registration helps insure that Providers will receive any addenda to or correspondence regarding this RFP in a timely manner. The Hamilton County Department of Job & Family Services will not be responsible for the timeliness of delivery via the U.S. Mail.

**ATTACHMENT H**  
**HAMILTON COUNTY**

**OHIO WORKS FIRST (OWF)**

**WORK/SELF-SUFFICIENCY  
ACTIVITIES PLAN**

1 March 2008

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 acknowledges 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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<b>Section 3950</b>	<b>PENALTIES</b>
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3961	Coordination and Provision of Support Services
3962	Methods of Payment of Supportive Services
3963	Types of Supportive Services
3964	Participant Expense Allowance
3965	Child Care
3966	Transitional Support Services
3967	Supportive Services for Sanctioned Assistance Groups
<b>Appendices:</b>	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 Departments 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, Am. Sub.H.B.283 and the Deficit Reduction Act of 2005) 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 dependent 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 ( refer to 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;
- 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. (See section 3905 for Good Cause Policy)

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/psychologist on a completed Basic Medical form (JFS 07302) or on a Mental Functional Capacity Assessment (JFS 07308). SSI must be pending and the individual must be fulfilling their assignment to an Alternative Activity. 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 a family member residing in their home (examples; child, spouse, parent or sibling). 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 or caretaker 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 assigned Work Activity (regular or alternative) is required.
- An Assistance Group whose parent or caretaker's capacity to retain employment is disrupted by domestic violence or is at risk of becoming a victim of domestic violence as verified by available records(including, but not limited to: police, courts, shelters, medical professionals, and various other methods listed in 5101:1-3-20 (F)), or the individual's credible allegation. These individuals will be referred to counseling and supportive services, but are not subject to penalty or sanction if they choose to decline the referral or stop participating in counseling or supportive services. Once an extension is approved, it should be reviewed every six months.
- 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. 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.

### **3905 Administration of Good Cause for Restoration of Benefits**

After not receiving OWF assistance for twenty-four months, a parent or caretaker can reapply and become eligible for up to twenty-four additional months if HCJFS determines that "good cause" exists. Any months in receipt of OWF due to a "hardship extension" (or TANF assistance from another state) will reduce the number of additional months that can be received under this "good cause" provision. When a parent or caretaker reapplies after not having received OWF for 24 or more months (since the expiration of the original 36-month time limit), HCJFS will consider the Assistance Group for benefits under the "good cause" provision. These criteria will be employed in determining whether good cause exists for OWF benefits to be reinstated and establish the beginning date of eligibility for OWF:

- The parent or caretaker must demonstrate that they have made reasonable efforts toward self-sufficiency by documenting:
  - gross earnings at least equal to the OWF payment standard for nine of the previous twenty-four months; or
  - participation in orientation plus any combination of five workshops or five days in Intensive Services at the local Workforce Investment Act agency within the previous thirty days; and

- The parent or caretaker must provide verification of any income from employment and other sources during the most recent period in which the assistance group was not receiving OWF cash assistance.

### **3905.1 Applicability of Hardship Provisions to Good Cause for Restoration of Benefits**

If an Assistance Group that has received 36 or more months of OWF and qualifies under the provisions of Section 3904 for a hardship extension, reapplies for assistance after 24 or more months since the expiration of the 36-month time limit, it shall be treated as having good cause for restoration of OWF benefits. When the full 60 months of benefits have been exhausted, the eligibility of the AG for an extension (under the hardship provisions of Section 3904) shall be determined.

## **3910 CUSTOMER TARGETING AND PROCESSING**

### **3911 Target Population**

HCJFS will target this Self-Sufficiency program to OWF single and two-parent work-eligible 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. Fair Labor Standards Act (FLSA) Deeming rules apply (*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***

- 20 weekly core/total hours for AGs with a child under age 6;
- 20 weekly core hours and 10 core or non-core hours (30 total weekly) for AGs with no child under six.

#### ***Two Parent (ADC-U) Requirement***

- 30 weekly core hours and 5 core or non-core hours (35 total weekly) when the AG is not receiving federally funded child care;
- 50 weekly core hours and 5 core or non-core hours (55 total weekly) when the AG is receiving federally funded child care.

### **3916 WORK ACTIVITIES**

**Regular work activities meet federal participation requirements and include:**

#### **a) Core Activities**

- Unsubsidized Employment;
- Subsidized Public and Private Employment;
- Work Experience Program (WEP);
- On-the-Job Training (OJT) ;
- Job Search and Job Readiness;
- Community Service;
- Vocational Education;
- Providing Child Care Services to an individual who is participating in a Community Service program;

#### **b) Non-Core Activities**

- Job skills training directly related to employment;
- Education directly related to employment (when a recipient has not received a high school diploma or a certificate of high school equivalency) and;
- Secondary school or program leading to a certificate of general equivalence (for recipients who have not completed secondary school or received a certificate)

***CAUTION: Please see sections 3920 through 3929 for further information about these activities and restrictions/limitations on their utilization to meet Federal participation requirements.***

### **Alternative Activities**

Alternative Activities are reserved for individuals with significant barriers to participating or short term disabling conditions where physician and/or rehabilitation appointments are the norm. The number of hours will be determined by the Agency and/or 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;
- 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;
- Participation in Children's Services Activities; and
- 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) may, under the following circumstances, be 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) or Medical Function Capacity form (ODJFS 7308) in connection with the Request for Limited Medical Data (HCJFS 3362) is to be assigned to an appropriate alternative activity for disabled individuals.
- **The primary caretaker of a disabled household family member** who has medical verification of the need to remain in their own home to care for family member(s) should have their hours of regular work participation based upon their relief from care. In the case of a disabled child who is out of the home (i.e. in childcare or school) an assignment of the caretaker to the site at which the child is in attendance should be explored. Exemption from an assignment is not appropriate in a case where a parent is requesting to be exempt from work participation to care for a child who attends school on a full-time basis. Alternative activities may be substituted in whole or in part where (a full schedule of) an appropriate regular work activity is not possible. *NOTE: In a two parent AG, one of the parents must participate in regular work activities to meet the 35 hour per week requirement.*
- **An individual subjected to domestic violence or who is at risk of becoming a victim of domestic violence** as verified by available records (including, but not limited to: police, courts, shelters, medical professionals, and various other methods listed in 5101:1-3-20 (F) ), or the individual's credible allegation will be referred to counseling and supportive services. There is no penalty or sanction imposed if the individual declines the referral or stops participating in counseling or supportive services.

- **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 co-payments 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.

*Note: ineligibility for childcare vouchers due to a consumer's failure to cooperate with childcare rules, does not constitute good cause or warrant relief from regular work assignment.*

### **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, alternative activities must be required instead.

#### **3917.2 Treatment of Teen Parents**

Teen Parents (who have neither completed their High School 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 an alternative activity in the case plan for a required participant for up to 10 hours per week. The balance of the required hours must be in a regular work activity.

Documentation of the request must be maintained in the HCJFS 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 CRIS-E screens AEIEI and AEISE.

#### **Regular Employment (AEIEI)**

Hours to be credited for participant's work requirement are the gross earnings divided by hourly rate of pay or the state Minimum Wage (whichever is higher). Round up to the next whole hour.

#### **Self-Employment (AEISE)**

Hours to be credited for participant's work requirement are the net earnings divided by the federal Minimum Wage. Round up to the next whole hour.

**Caution:** If gross earnings (net earnings for self-employment) are not at least the required number of hours times the minimum wage (federal for self-employment), a supplementary assignment to another activity will be required to make up the difference between the hours credited and the participant's work requirement.

### **3922 Subsidized Employment and PRC Employer Subsidy Program**

HCJFS operates the Subsidized Employment and PRC Subsidy Program through agreements with employers and/or contractual relationships with provider(s) to administer the program, as deemed appropriate.

HCJFS assures the following related policies are implemented:

- Placement not to exceed 6 months;
- Full time positions (averaging at least thirty hours per week) are pursued;
- Positions will result in gross participant wages consistent with planned self-sufficiency (i.e. functioning without OWF cash benefits);

The SEP program is marketed through contracts, HCJFS job developers, brochures, etc.

### **3923 Work Experience Program (WEP)**

WEP opportunities are provided through HCJFS assignment with public and private (for-profit and nonprofit) sponsors. Documentation is required twice monthly (i.e., 15<sup>th</sup> and 30<sup>th</sup>).

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.

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 activities geared toward overcoming 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.

*Note: Hours assigned are subject to FLSA requirements.*

### **3924 Job Search/ Job Readiness Activities**

Job Search/ Job Readiness (JS/JR) activities ensure participants are becoming familiar with general workplace expectations and exhibit behavior and attitudes which permit successful competition in the labor market. JS/JR activities are motivational in nature, focus job seekers' expectations and assist them in anticipating employer expectations, serving as a prelude to comprehensive assessment. JS/JR also involves actively seeking and obtaining employment. JS/JR activities are limited to a maximum of six (6) weeks per federal fiscal year (October 1 through September 30), with no more than four (4) of those weeks being consecutive. Therefore, a different activity must be assigned after four consecutive weeks of JS/JR before additional weeks of JS/JR may be used. Daily documentation is required. *Note: This assignment may be applicable while an OWF applicant is awaiting approval.*

### **3925 Vocational Education**

A twelve (12) month lifetime limit exists for Vocational Education activities. Basic education may be included if time limited. Post-Secondary education is not included. Additionally, unsupervised homework/study time is not included. Daily supervision by the employer, work site sponsor or other responsible party is required with documentation required twice monthly (i.e. 15<sup>th</sup> and 30<sup>th</sup>).

### **3926 Job Skills Training**

This training must be directly related to employment and may only be approved when in connection with required core hours. Job Skills Training includes, but is not limited to, customized training to meet the needs of an employer, general training that prepares an individual for employment, and can include literacy/language instruction explicitly focusing on skills needed to obtain employment. Post-Secondary education is not included in this activity. Daily supervision by the employer, work site sponsor or other responsible party is required. Documentation is required twice monthly (i.e. 15<sup>th</sup> and 30<sup>th</sup>).

### **3927 Education Directly Related to Employment**

Education directly related to employment is designed only for those without a High School Diploma or GED and may only be approved when in connection with core hour participation. Unsupervised homework/study time is not included. Additionally, demonstrated progress must be documented. Daily supervision by the employer, work site sponsor or other responsible party is required. Documentation is required twice monthly (i.e. 15<sup>th</sup> and 30<sup>th</sup>). *Note: Secondary school attendance is permissible. However, consistent with other educational activities, this activity may only be approved when in connection with required core hours and progress documentation is provided.*

### **3928 On the Job (OJT) Training**

OJT must be in conjunction with paid employment. Daily supervision by the employer, work site sponsor or other responsible party is required with documentation projected six (6) months in advance based on actual hours.



## **3929 Community Service**

Community Service for this purpose is defined as services which directly benefit the community and are designed to improve the employability prospects of the recipient. Daily supervision by the employer, work site sponsor or other responsible party is required. Documentation is required twice monthly (i.e. 15<sup>th</sup> and 30<sup>th</sup>). *Note: Hours assigned are subject to FLSA requirements.*

## **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 is described in the PRA. It is to be used for work activity failures and any other situations where the participant fails to meet requirements common to all OWF participants in the HCJFS self-sufficiency plan.

### **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 Representatives) assigned to receive and mediate participants' complaints/concerns.

## **3950 PENALTIES**

Certain situations are not subject to the three (3) tier sanction policy set forth in rule 5101:1-3-15 of the Administrative Code, but continue to be subject to existing statutory and administrative rule penalties even if the requirement is included as part of the assistance group's Personal Responsibility Agreement (PRA). Specific to work activities, the following list of penalties shall result in the denial or termination of OWF benefits.

- Failure or refusal by a work eligible individual to sign the PRA
- Failure without good cause to attend an appraisal or assessment interview
- Termination of employment without just cause

## **3960 SUPPORTIVE SERVICES**

### **3961 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.

### **3962 Method of Payment of Supportive Services**

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

### **3963 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.

### **3964 Participant Expense Allowance**

Participants in OWF regular work activities are potentially eligible to receive transportation assistance. Participants in alternative activities may be provided transportation assistance where the site has made a 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.

### **3965 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 ninety (90) minutes 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 co-payments 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.

### **3966 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

### **3967 Supportive Services for Sanctioned Assistance Groups**

Case Management 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.***

## ATTACHMENT I

### Workforce Participation: Overview of Consumer Demographics and Work Activity Data.

#### Total Number of OWF Participants Served by Vendor

Unduplicated count of OWF consumers served during the calendar year.

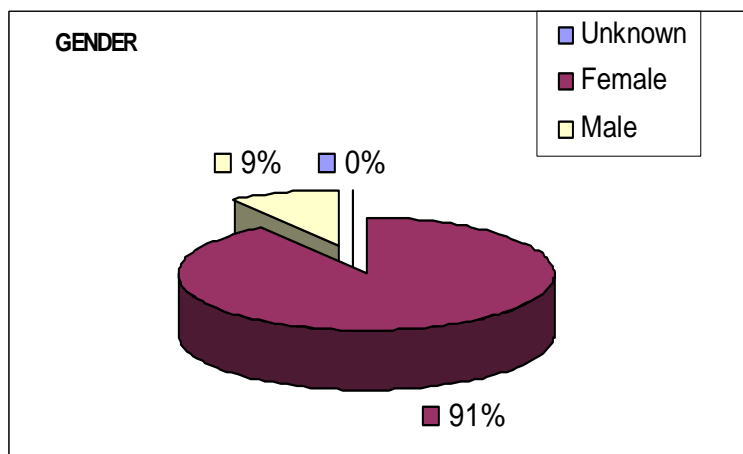
Year	# of OWF Consumers	
2007	9,900	
2008	10,425	
2009	11,486	
*2010	7,498	

\* Data for calendar year 2010 includes the period of January - July only.

2010	
Calendar Month	Count of SSN
Jan-10	6063
Feb-10	5966
Mar-10	6493
Apr-10	6944
May-10	7308
Jun-10	7498

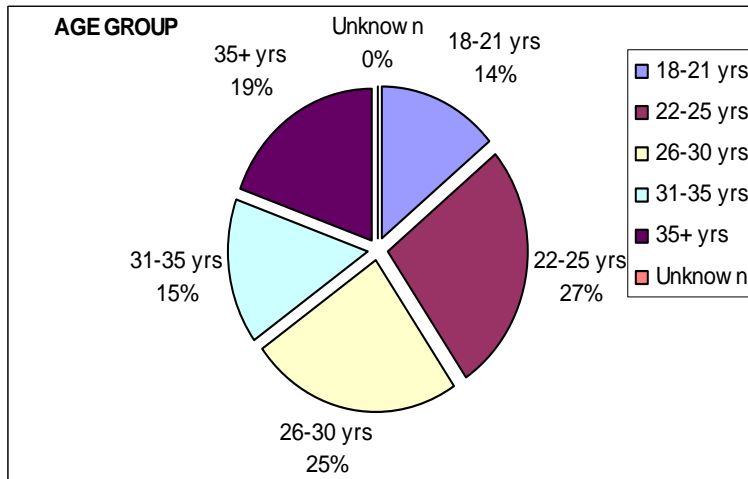
Demographic data is based on the 11,486 (unduplicated count) OWF participants served in calendar year 2009.

#### OWF Workforce Participation Consumers: GENDER



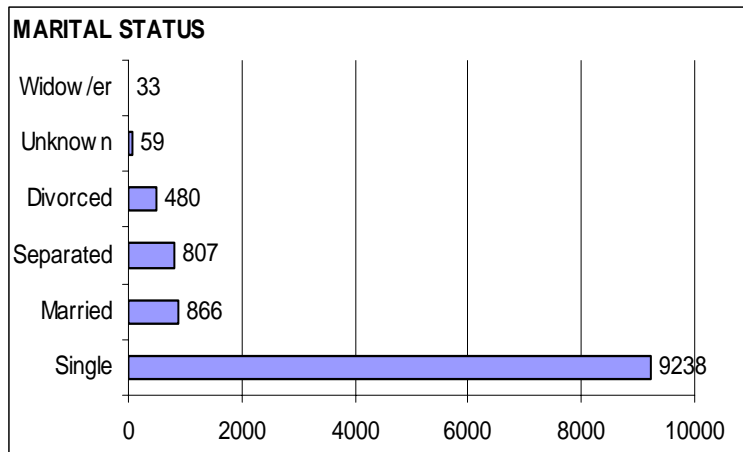
GENDER	Count of SSN
Unknown	2
Female	10403
Male	1078

### OWF Workforce Participation Consumers: AGE GROUP



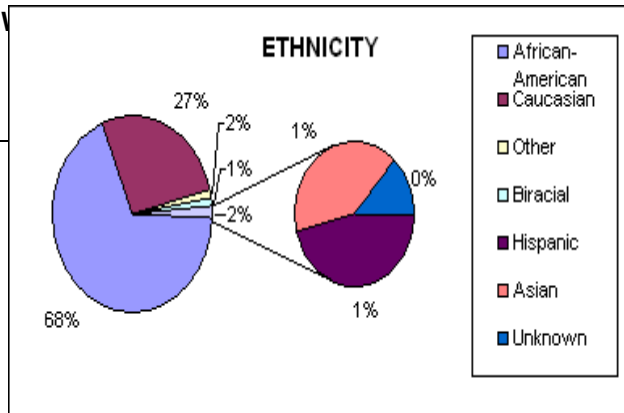
Age Group	Count Of SSN
18-21 yrs	1444
22-25 yrs	2811
26-30 yrs	2580
31-35 yrs	1618
35+ yrs	2033
Unknown	10

### OWF Workforce Participation Consumers: Marital Status



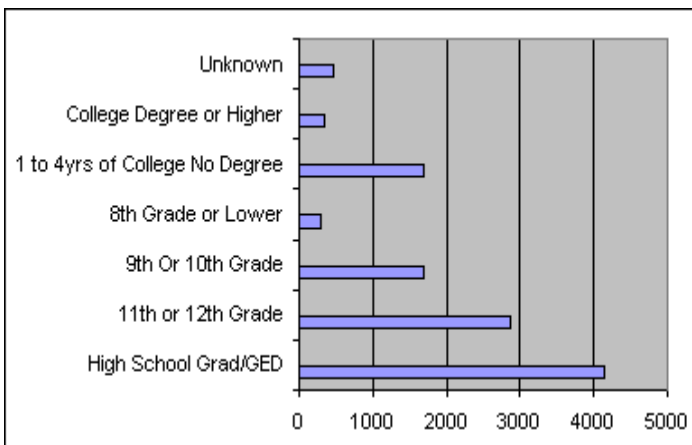
Marital Status	Count Of SSN
Single	9238
Married	866
Separated	807
Divorced	480
Unknown	59
Widow/er	33

## Demographics of Workforce Participation Consumers in 2009 Continued



Ethnicity	Count of SS#
African-American	7826
Caucasian	3148
Other	174
Biracial	135
Hispanic	91
Asian	84
Unknown	28

### Workforce Participation Consumers: EDUCATION



Highest Level of Education Completed	Count	Percentage
High School Grad/GED	4146	36.10%
11th or 12th Grade	2875	25.00%
9th Or 10th Grade	1679	14.60%
8th Grade or Lower	296	2.60%
1 to 4yrs of College No Degree	1700	14.80%
College Degree or Higher	333	2.90%
Unknown	457	4.00%

### Number of Children in the Home

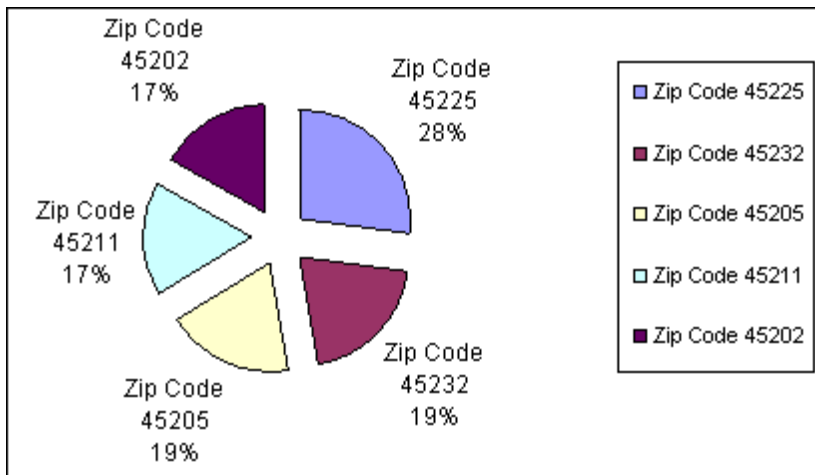
Number of Children	Count
0 to 2 Children	7069
3 to 4 Children	2060
5+ Children	413

Average number of children is two (2).

### Age of Youngest Child in the Home

Youngest Child by Age Group	Count
2 to 5 Years of Age	3812
Less than One Year	3596
6 to 9 Years of Age	1336
13 + Years of Age	966
10 to 12 Years of Age	572

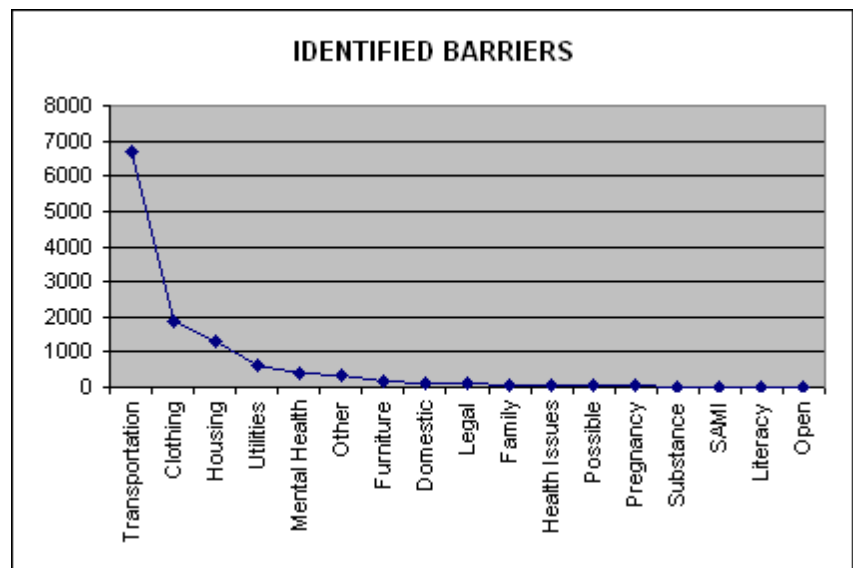
Workforce Participation Consumers: Five Zip Codes  
Where the Largest Volume of OWF Consumers Live



ZIP	Count
Zip Code 45225	897
Zip Code 45232	636
Zip Code 45205	618
Zip Code 45211	562
Zip Code 45202	553

Identified Barriers for OWF Consumers

Barrier Type	Count
Transportation	6685
Clothing	1899
Housing	1294
Utilities	640
Mental Health	386
Other	365
Furniture	190
Domestic Violence	131
Legal	87
Family Member Disability	49
Health Issues	44
Possible Learning Disability	30
Pregnancy Issues	30
Substance Abuse / CD	15
SAMI	9
Literacy Issues	9
Open Children's Services Case	8



Transportation was one of the biggest barriers reported by OWF consumers.

During 01/09 -12/09 an average of 2,431 OWF consumers received transportation assistance each month. Workforce Participation vendor issued a total of 6,231 bus cards, 32,216 gas cards and 144,065 bus tokens valued at \$896,973.75.

## Transportation Assistance Issuance Summary for Calendar Year 2009

Charts below provide data regarding transportation assistance issued by the current vender to OWF participants.

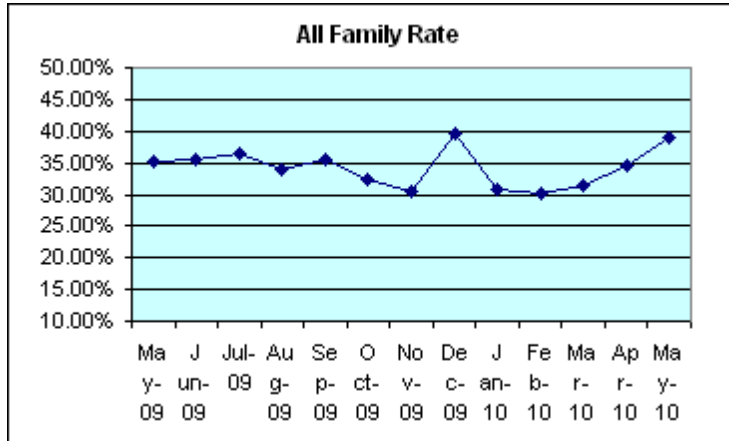
Vendor addresses all aspect of transportation including identification of barrier and purchase and distribution of transportation assistance.

Transportation Distribution Summary				
Issuance Month	Number of Consumers Served (duplicated count)	Total Bus Cards Issued	Number of \$10.00 Gas Cards Issued	Total Number of Tokens Issued
Jan-09	2,080	467	1,995	10,864
Feb-09	2,214	548	2,429	9,026
Mar-09	2,435	528	2,743	12,309
Apr-09	2,919	505	2,969	14,093
May-09	2,507	482	2,953	12,833
Jun-09	2,737	585	3,287	14,013
Jul-09	2,677	512	3,456	14,722
Aug-09	2,489	582	3,246	13,162
Sep-09	2,338	453	2,593	12,240
Oct-09	2,388	535	2,266	10,168
Nov-09	2,189	477	2,057	11,704
Dec-09	2,202	557	2,222	8,931
<b>2009 Totals</b>	<b>29,175</b>	<b>6231</b>	<b>32,216</b>	<b>144,065</b>

Transportation Cost Summary				
Issuance Month	Number of Consumers Served	Dollar Total Bus Cards Issued	Gas Card	Total Tokens Issues
Jan-09	2,080	\$26,865.00	\$19,950.00	\$16,296.00
Feb-09	2,214	\$31,480.00	\$24,290.00	\$13,539.00
Mar-09	2,435	\$30,380.00	\$27,430.00	\$18,463.50
Apr-09	2,919	\$29,295.00	\$26,690.00	\$21,139.50
May-09	2,507	\$27,770.00	\$29,530.00	\$19,249.00
Jun-09	2,737	\$33,775.00	\$32,870.00	\$21,019.50
Jul-09	2,677	\$29,660.00	\$34,560.00	\$22,083.00
Aug-09	2,489	\$33,590.00	\$32,460.00	\$19,743.00
Sep-09	2,338	\$25,115.00	\$25,930.00	\$18,359.50
Oct-09	2,388	\$29,425.00	\$22,660.00	\$15,252.00
Nov-09	2,189	\$26,235.00	\$20,570.00	\$17,556.00
Dec-09	2,202	\$34,730.00	\$22,220.00	\$13,793.75
<b>2009 Totals</b>	<b>29,175</b>	<b>\$358,320.00</b>	<b>\$319,160.00</b>	<b>\$216,493.75</b>

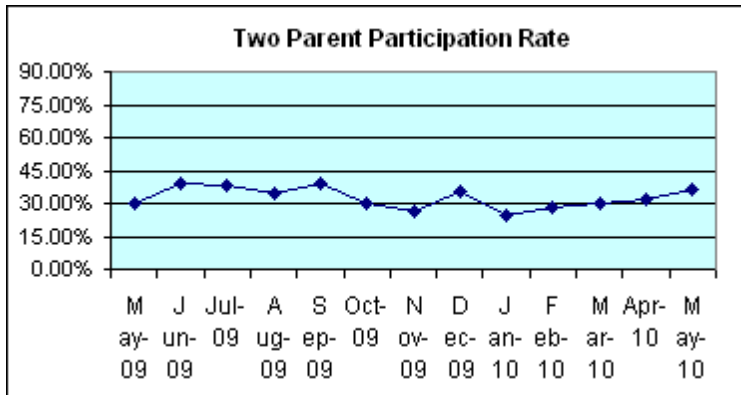


### Hamilton County All Family Participation Rate



Month	Rate
May-09	35.28%
Jun-09	35.39%
Jul-09	36.30%
Aug-09	34.01%
Sep-09	35.36%
Oct-09	32.32%
Nov-09	30.36%
Dec-09	39.71%
Jan-10	30.82%
Feb-10	30.24%
Mar-10	31.53%
Apr-10	34.63%
May-10	38.84%

### Hamilton County Two Parent Participation Rate



Month	Rate
May-09	30.10%
Jun-09	38.77%
Jul-09	37.85%
Aug-09	34.98%
Sep-09	38.96%
Oct-09	29.84%
Nov-09	26.24%
Dec-09	35.20%
Jan-10	24.50%
Feb-10	28.37%
Mar-10	30.10%
Apr-10	31.38%
May-10	35.97%

### Metro County All Family Participation Rate Comparison

	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10
Hamilton	35.39%	36.30%	34.01%	35.36%	32.32%	30.36%	39.71%	30.82%	30.24%	31.53%	34.63%	38.84%
Stark	30.39%	31.84%	31.01%	34.53%	39.07%	38.58%	34.42%	32.95%	37.75%	41.45%	41.05%	35.73%
Cuyahoga	26.80%	24.40%	23.23%	24.65%	25.27%	23.30%	20.66%	18.85%	20.05%	18.43%	25.57%	26.85%
Franklin	17.99%	18.78%	18.09%	17.74%	19.73%	18.86%	16.84%	17.71%	18.15%	15.84%	20.80%	20.44%
Lucas	21.81%	20.89%	20.39%	22.15%	22.60%	22.00%	20.96%	20.13%	21.69%	26.53%	28.51%	25.94%
Montgomery	17.80%	18.18%	16.95%	18.47%	17.78%	16.54%	15.68%	16.47%	17.51%	21.57%	19.85%	20.75%
Summit	9.59%	9.62%	9.85%	10.54%	10.01%	10.45%	9.91%	10.47%	10.49%	11.61%	12.91%	12.61%
Mahoning	20.77%	20.49%	18.21%	20.26%	21.06%	19.52%	18.44%	17.20%	16.28%	18.70%	19.66%	20.48%