



Board of Commissioners:
Pat DeWine, David Pepper, Todd Portune
County Administrator: Patrick J. Thompson
Director: Moira Weir

REQUEST FOR PROPOSALS FOR OHIO WORKS FIRST (OWF) DIVERSION SERVICES

(OWF is Ohio's version of Temporary Assistance for Needy Families - TANF)

Bid # RFP 07- 014

Issued by

**THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
222 E. CENTRAL PARKWAY
CINCINNATI, OHIO 45202
(SEPTEMBER, 2007)**

PROVIDERS' CONFERENCE: September 7, 2007 (1:00 p.m.)

Place: Hamilton County Job & Family Services

6th Floor, Room 6SE 201

222 E. Central Parkway

Cincinnati, OH 45202

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REQUEST FOR PROPOSAL (RFP) FOR OHIO WORKS FIRST (OWF) DIVERSION SERVICES

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 that help eliminate the need for families to seek Ohio Works First (OWF) funds.

HCJFS reserves the right to award multiple contracts to meet the needs of the families for this service. HCJFS reserves the right to not award a contract should all proposals be as non responsive.

1.2 Scope of Service

HCJFS hereby solicits proposals for the development of an immediate response system which will reduce the need for OWF dependency. The system will address the needs of families through tangible hard services which includes but not limited to the areas of vehicle repair, tool, uniform and clothing acquisition, utility and rent payments, etc.

HCJFS will refer families who have expressed the willingness to accept Provider's help in overcoming the problems that have led or might lead them to seek OWF.

Provider will conduct an extensive personalized assessment on each referred family. This interactive process is designed to reveal current stressors and their sources which need to be eliminated or managed. Provider will develop a written case plan that will include responsibilities, expectations, goals and objectives for both Provider and the family.

Provider will deliver the services needed to prevent the family from entering or lapsing back into public assistance when confronted by a crisis. Provider will also identify, begin to address and eliminate the conditions that create chronic dependence on public assistance. The family's assessment may indicate the need for a wide range of services and/or products, for example: evening calls to prompt attendance at work the following morning, rent and/or utility payments; assistance in mapping out and paying for the most efficient means of transportation; arranging and/or paying for more feasible living arrangements for access to employment and/or child care, advocacy with landlords, employers, school officials and utility company representatives; etc.

(See Attachment A for sample of hard services)

All families referred for services by HCJFS will be accepted by Provider. Provider will be required to perform a reconciliation of all consumer services "hard services" paid by Provider and complete a report as well as a calculation of administration cost for compensation to Provider. The reconciliation report will be due thirteen (13) months after the end of each contract or renewal year

and will consist of all funds spent and amounts owed to HCJFS. (See Section 2.2.3 for further explanation).

1.2.1 Population

HCJFS hereby solicits services for the following populations:

- A. Families whose household income marginally meets expenses necessary for subsistence.
- B. Families who may revert to public assistance in the event of a crisis.
- C. Families who have been identified and determined eligible by HCJFS as financially and otherwise eligible for the Prevention, Retention, and Contingency (PRC) Program.
- D. Families who have the ability to obtain and retain employment, who also have short-term barriers, Provider will help them overcome so that they will not require OWF funds.

1.2.2 Service Numbers

There are approximately 1,300 family referrals per year from HCJFS. This data is provided for planning purposes only. HCJFS does not guarantee the current service level will increase, decrease, or remain constant.

1.2.3 Service Components

Service components that shall be available to families are, at a minimum to:

- A. Identify and remove barriers to the maintenance of family stability (e.g., rental, mortgage and utility assistance, career assistance – i.e. uniforms, tools, GED acquisition, Budget Counseling, Transportation).
- B. Successfully identify and remove barriers which hinder and/or prevent at risk families from obtaining employment.
- C. Using public and private resources, to provide families with direct services essential to applying for and retaining employment and/or achieving a stable family situation.
- D. Provide an immediate response system to address the needs of families, thereby reducing the need for public assistance.
- E. Work in collaboration with HCJFS to reduce the number of households supported by public assistance by providing tangible/hard services funded by HCJFS.

Please refer to Attachment A for specific hard services to be provided.

2.0 Proposal Format

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

Section 1 - Proposal Cover Sheet

Section 2 - Service and Business Deliverables

Section 3 - Customer Reference

Section 4 - Personnel Qualifications

2.1 Section 1 Proposal Cover Sheet

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

2.2 Section 2 Service and Business Deliverables

Providers must describe in detail how their program meets each of the following expectations:

2.2.1 Program Components

- A. Meet the Scope of Services. Include a statement describing how Provider's resources and experiences will support this program. Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP.
- B. Describe how you will document the diversion work performed by your staff and demonstrate that it is completed in a timely fashion and according to expectations.
- C. Submit work samples of your case management records.
- D. Describe your capacity and previous experience in utilizing an array of resources to serve complex participant needs.
- E. Describe how you will provide professional and appropriate assessments related to the needs/circumstances of each program participant.
- F. Describe your physical location, which must (a) maintain a local and accessible presence, and (b) be in close proximity to HCJFS if awarded the contract.

2.2.2 System and Fiscal Administration Components

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

A. Contact Information:

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

B. Agency/Company History:

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

C. **Subcontracts:**

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

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

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

E. **Table of Organization:**

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

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

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

G. **Job Descriptions:**

For all positions in the program budget.

H. **Daily Service/Attendance Form**

Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the case manager. Also include forms used to record participant progress or outcome.

I. **Program Quality Documents:**

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

J. Agency's/Firm's Brochures:

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

Please provide the following attached only to the original proposal:

A. 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.

B. 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 years 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 Provider's financial status. It is the responsibility of Provider to redact tax identification numbers from all documents prior to submission to HCJFS.

C. Article of Incorporation

Article of Incorporation or other applicable organization documentation.

D. Licensure

A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past ten (10) years including but not limited to Corrective

Action Plans, temporary licenses or revocations. Also, provide the outcome of any such actions.

2.2.3 Budget and Cost Considerations

A. HCJFS anticipates that services will begin no later than January 1, 2008.

This contract is intended to reimburse selected Provider for expenses incurred in delivery of direct “hard services” to consumers and to reimburse for administrative expenses.

1. **Consumer Services Reimbursement** - HCJFS shall compensate the selected Provider for consumer services (“hard services”) items such as but not limited to shelter, utilities, car repairs, etc. based on a maximum of two (2) months at seven hundred and fifty dollars (\$750.00) per family unit per month, up to a maximum of one thousand and five hundred dollars (\$1,500.00) per contract year. Contract payment is based on cost reimbursement for authorized services already provided. Provider can invoice for the total \$1,500.00 at the first service initiated but can only pay for the actual service that is requested at that time. The consumer can request additional help with other “hard services” within one year of initial disbursement at no additional payment to Provider.
2. **Administration** – Selected Provider will be compensated for administrative expenses in carrying out the program not to exceed 5% of the amount spent on consumer services “hard services” as determined by supportive documentation at the point of reconciliation.
3. **Reconciliation** - Provider shall reconcile the amount spent on consumers services “hard services” against the amount of HCJFS payment to Provider for each contract year, one year after the contract

end date, for reimbursement back to HCJFS for potentially overpaid dollars. For example, reconciliation will occur for the contract period of January 1, 2008 – December 31, 2008 by January 31, 2010. Similar reconciliation will occur for all additional renewal years. One of the following will occur at reconciliation:

- a. If the reconciliation shows monies to be returned to HCJFS (money not spend on hard services) Provider will retain such funds as compensation for administrative payment as determined in the negotiated budget. All other monies are returned to HCJFS.
 - b. If Provider spent all the contract money on consumer services and therefore, the reconciliation shows no money to be returned to HCJFS, payment for administrative dollars shall be issued as determined in the negotiated budget.
 - c. Should the amount returned to HCJFS be insufficient to cover such administrative cost as determined in the negotiated budget, Provider shall retain funds due HCJFS and in addition HCJFS will issue payment to Provider to cover such administrative costs.
4. **Budget** – Provider must complete a budget (**See Attachment C**) for the initial one (1) year period as well as separate budgets for each renewal year. A written detailed narrative explaining how the line items in the budget were derived must accompany each budget year.

B. For the purposes of this RFP, “**unallowable**” program costs include:

1. The cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;

2. Bad debt or losses arising from uncorrectable accounts and other claims and related costs;
3. Bonding costs;
4. Contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
5. Contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
6. Entertainment costs for amusements, social activities and related costs for staff only;
7. Costs of alcoholic beverages;
8. Goods or services for personal use;
9. Fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
10. Gains and losses on disposition or impairment of depreciable or capital assets;
11. Cost of depreciation on idle facilities, except when necessary to meet Contract demands;
12. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
13. Losses on other contracts';
14. Organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
15. Costs related to legal and other proceedings;
16. Goodwill;
17. Asset valuations resulting from business combinations;

18. Legislative lobbying costs;
19. Cost of organized fund raising;
20. Cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
21. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
22. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
23. Cost of insurance on the life of any officer or employee for which the facility is beneficiary;
24. Major losses incurred through the lack of available insurance coverage; and
25. Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code.

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

2.3 Section 3 Customer References

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

Each reference must at least include:

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

2.4 Section 4 Personnel Qualifications

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

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

3.0 PROPOSAL GUIDELINES

3.1 Project Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	August 30, 2007
RFP Conference – 6 th Floor, Room 6SE201 222 E. Central Parkway, Cincinnati, OH 45202	September 7, 2007 1:00 p.m. – 3:00 p.m.
Deadline for Receiving Final RFP Questions	September 10, 2007
Deadline for Issuing Final RFP Answers	September 12, 2007
Deadline for Proposals Received by HCJFS	September 28, 2007
Proposal Review Completed	October 3, 2007
Commencement of Contract	January 1, 2008

3.2 HCJFS Contact Person

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

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

Stacey Owens-Smith, Contract Services

Hamilton County Department of Job and Family Services

222 East Central Parkway, 3rd floor

Cincinnati, Ohio 45202

3.3 Provider's Conference

A RFP Conference will take place at Hamilton County Job & Family Services, 6th Floor Conference Room 6SE201, 222 E. Central Parkway, Cincinnati, OH 45202 on, September 7, 2007 at 1:00 p.m. EST. While attendance is not mandatory, it is highly recommended for each Provider to have a representative attend the RFP Conference. The purpose of the RFP Conference is to answer questions related to the RFP.

All interested Providers must fax or email the **HCJFS Contact Person** prior to the RFP Conference to register, leaving their name, company name, fax number, e-mail address and phone number. The fax number is **(513) 946-1859**. The e-mail address is **[Owenss@jfs.hamilton-co.](mailto:Owenss@jfs.hamilton-co.ohio.gov)** All answers issued in response to Provider questions become part of the RFP and the RFP process. All communications being mailed, faxed or e-mailed are to be sent only to the **HCJFS Contact Person listed in Section 3.2.**

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at Provider's Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. No questions will be accepted after **September 10, 2007 (4:45 p.m.)** The final responses will be faxed or e-mailed on **September 12, 2007 4:45 p.m. at the close of business.**

- C. Only Providers who call and register prior to the RFP Conference **or** attend and register at the RFP Conference will automatically receive copies of questions and answers.

3.4 Prohibited Contacts

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

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

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

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

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, letters and faxes regarding the program or its evaluation made to anyone other than the **HCJFS Contact Person** as listed in **Section 3.2**

- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the **HCJFS Contact Person** as listed in **Section 3.2**.

3.5 Provider Disclosures

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

3.6 Provider Examination of the RFP

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

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

If a Provider fails to notify HCJFS prior to September 10, 2007 of an error in the RFP known to Provider, or of an error that reasonably should have been known to Provider, Provider shall submit its proposal at Provider's own risk. If

awarded the contract, Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.7 Addenda to RFP

HCJFS may modify this RFP no later than End of Business (4:45 p.m.) **September 12, 2007** by issuance of one or more addenda to all parties who registered for the RFP.

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

3.8 Availability of Funds

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

4.0 Submission of Proposal

4.1 Preparation of Proposal

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

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

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

documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

4.2 Proposal Cost

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

4.3 False or Misleading Statements

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

4.4 Provider Representative's Signature

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

4.5 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the entire written proposal must be received by the **HCJFS Contact Person** at the address listed in **Section 3.2 HCJFS Contact Person** no later than **11:00 a.m. EST on September 28, 2007.** Proposals received after this date and time will not be considered. Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.6 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.7 Evaluation and Award of Contract

Preliminary Proposal Review

The review process shall be conducted in four stages:

Stage 1. A preliminary review to ensure the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP. Proposals which meet Stage 1 requirements described below will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Stage 2. A thorough review of proposals by Review Committee. Qualified proposals will be given a preliminary score, in accordance with the review process.

Stage 3. Review of additional materials, such as references, and, if necessary as determined by Review committee, oral presentations, demonstrations, or written clarification. Modification, as appropriate, of preliminary scores, based on additional information.

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

1. Stage 1 Preliminary Review

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

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

B. Signed and Completed Cover Sheet

2. Stage 2 Review

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

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

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

0% Ranking U = Unresponsive

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

25% Ranking PR = Poor Response

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

50% Ranking P = Partially Responsive

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

75% Ranking M = Meets Minimal Requirements

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

100% Ranking E = Exceeds Requirements

Provider's response is complete and exceeds all requirements.

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

3. Stage 3 Additional Materials

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

- A. Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;
- B. Reference Checks;
- C. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or

concerns are adequately addressed. HCJFS reserves the right to video tape the presentations. Provider representatives must include key personnel, who will make the primary presentation.

4. Stage 4 Evaluation

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

- A. Program Components Evaluation (Section 2.2.1) components A-F are worth 10 points each which totals 60% of the evaluation score.
- B. Budget and Cost Consideration Evaluation (Section 2.2.3) are worth 20% of the total evaluation score. This section refers to the administrative cost proposed (10 points), budget accuracy (5 points), budget narrative included and correct (5 points).
- C. Customer References Evaluation (Section 2.3) is worth 10% of the total evaluation score.
- D. Personnel Qualifications Evaluation (Section 2.4) is worth 10% of the total evaluation score.

4.8 Proposal Selection

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

1. All proposals will be evaluated in accordance with **Section 4.7 Evaluation & Award of Agreement**. The proposal is rated based on the criteria in the RFP.

2. Based upon the results of the evaluation, HCJFS will select a provider for the services who it determines to be the most responsive and responsible bidder, with price and other factors considered.
3. HCJFS works with selected Provider to finalize details of the Agreement using **Attachment D, Contract Sample**, to be executed between HCJFS and Provider.
4. If HCJFS and Provider are able to successfully finalize the Agreement, HCJFS will award Provider a contract.
5. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with provider. In such event, HCJFS reserves the right to select another provider from the RFP process, cancel the RFP or reissue the RFP if it is deemed necessary.

4.9 Post-Proposal Meeting

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

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

4.10 Provider Certification Process

For the selected Provider(s), Provider Certification process will be completed prior to contract signing (**see Attachment E**). 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.

5.0 Terms and Conditions

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

5.1 Type of Contract

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

5.2 Order of Precedence

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

5.3 Contract Period, Funding & Invoicing

A contract will be written for the initial term of one (1) year and three (3) additional one (1) year renewal periods. The contract is intended to reimburse selected Provider only for (a) expenses incurred in delivery of hard services directly to the consumers, and (b) administrative expenses not to exceed 5% of the amount spent on consumer expenses. This contract is funded with Temporary Assistance for Needy Families (TANF) allocations for consumer's

families eligible for Prevention, Retention and Contingency (PRC) during the months of service of this contract. HCJFS will use its best efforts to make payment within thirty (30) days of receipt of timely and accurate invoices and required documentation. **See Attachment D for a sample Provider Contract for minimum contractual requirements of all HCJFS Providers. HCJFS reserves the right to add or delete contract language to meet program needs.**

5.4 Confidential Information

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

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

5.5 Insurance

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

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

Additional insured endorsement;

Product liability;

Blanket contractual liability;

Broad form property damage;

Severability of interests;

Personal injury; and

Joint venture as named insured (if applicable).

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

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

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

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

Additional insured endorsement;

Pay on behalf of wording;

Concurrency of effective dates with primary;

Blanket contractual liability;

Punitive damages coverage (where not prohibited by law);

Aggregates: apply where applicable in primary;

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

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

Provider further agrees with the following provisions:

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

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

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

insurance policies, including endorsements affecting the coverage required by these specifications.

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

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

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

Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies

required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

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

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

If any of the work or services contemplated by this Contract is subcontracted, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein.

5.6 Declaration of Property Tax Delinquency

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

5.7 Campaign Contribution Declaration

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

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

5.8 Terrorist Declaration

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

ATTACHMENT A

HCJFS OWF DIVERSION – SAMPLE OF HARD SERVICES

EXPENSES BY PROGRAM SERVICES	EXPENSES BY PROGRAM SERVICES
PRC TRANSPORTATION ASSISTANCE	I. LEGAL ASSISTANCE/CREDIT REPORTS/ LICENSING/ POLICE REPORTS
A. AUTO INSURANCE	J. Rx GLASSES/BASIC FOR EMPLOYMENT
B. AUTO PAYMENT/LEASING	K. MEDICAL ASSISTANCE/DRUG SCREENS/BASIC EMPLOYMENT PHYSICAL
C. AUTO REPAIR	L. VENDOR COUNSELING – MENTAL HEALTH
D. BUS PASSES	
E. BUS TOKENS	PRC HOUSING ASSISTANCE
F. GAS CARDS / PARKING	A. DEPOSIT – SECURITY
G. TAXIS FARE	B. HOME MORTGAGE PAYMENT
H. DRIVING CERTIFICATION/LICENSES	C. HOME OWNERS INSURANCE
	D. RENT ASSISTANCE
PRC WORK & CAREER ASSISTANCE	E. MOVING & STORAGE
A. UNIFORMS & WORK CLOTHES	F. TELEPHONE SERVICE
B. WORK SHOES	G. WATER & SEWER SERVICE
C. WORK EQUIPMENT / TOOLS	H. GAS & ELECTRIC
D. PRC EDUCATION & TRAINING/SHORT TERM	I. WASTE & TRASH REMOVAL
E. FAMILY ASSISTANCE – HOUSEHOLD SUPPLIES/PERSONAL HYGIENE	J. APPLIANCES
F. FOOD ASSISTANCE / LUNCH MONEY	K. FURNITURE
G. GED ACQUISITION PROGRAM	
H. CLOTHING	

ATTACHMENT B

HCJFS OWF DIVERSION – MONTHLY EXPENSE REPORT

EXPENSES BY PROGRAM SERVICES	YEARLY PROGRAM BUDGET	PROJECTED MONTHLY EXPENSES
PRC TRANSPORTATION ASSISTANCE		
A. AUTO INSURANCE		
B. AUTO PAYMENT/LEASING		
C. AUTO REPAIR		
D. BUS PASSES		
E. BUS TOKENS		
F. GAS CARDS / PARKING		
G. TAXIS FARE		
H. DRIVING CERTIFICATION/LICENSES		
TOTAL PRC TRANSPORTATION ASSISTANCE		
PRC WORK & CAREER ASSISTANCE		
A. UNIFORMS & WORK CLOTHES		
B. WORK SHOES		
C. WORK EQUIPMENT / TOOLS		
D. PRC EDUCATION & TRAINING/SHORT TERM		
E. FAMILY ASSISTANCE – HOUSEHOLD SUPPLIES/PERSONAL HYGIENE		
F. FOOD ASSISTANCE / LUNCH MONEY		
G. GED ACQUISITION PROGRAM		
H. CLOTHING		

ATTACHMENT B

HCJFS OWF DIVERSION MONTHLY EXPENSE REPORT

EXPENSES BY PROGRAM SERVICES	YEARLY PROGRAM BUDGET	PROJECTED MONTHLY EXPENSES
I. LEGAL ASSISTANCE/CREDIT REPORTS/ LICENSING/ POLICE REPORTS		
J. Rx GLASSES/BASIC FOR EMPLOYMENT		
K. MEDICAL ASSISTANCE/DRUG SCREENS/BASIC EMPLOYMENT PHYSICAL		
L. VENDOR COUNSELING – MENTAL HEALTH		
TOTAL PRC WORK & CAREER ASSISTANCE		
PRC HOUSING ASSISTANCE		
A. DEPOSIT – SECURITY		
B. HOME MORTGAGE PAYMENT		
C. HOME OWNERS INSURANCE		
D. RENT ASSISTANCE		
E. MOVING & STORAGE		
F. TELEPHONE SERVICE		
G. WATER & SEWER SERVICE		
H. GAS & ELECTRIC		
I. WASTE & TRASH REMOVAL		
J. APPLIANCES		
K. FURNITURE		
TOTAL PRC HOUSING ASSISTANCE		
TOTAL PRC “HARD” EXPENSES		

ATTACHMENT C

HCJFS CONTRACT BUDGET

(☐ Check for 4-month suppression of Unit Rate Alerts for new budgets)

AGENCY _____

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM _____ TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

UNIT=_____

TOTAL PROGRAM COST/TOTAL UNITS
OF SERVICE = UNIT COST:

\$ _____ \$ _____ \$ _____

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

POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST				MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
TOTAL SALARIES									

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

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

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

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

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

LARGE EQUIPMENT DEPRECIATION COSTS

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

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 CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM

<u>EXPENSES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
TOTAL MISCELLANEOUS COSTS						
TOTAL OF ALL EXPENSES						
J. PROFIT MARGIN (For profit entities only- indicate the amount)						

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: _____

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

EXPLANATION OF ANY ITEMS ABOVE: _____

ATTACHMENT C

HCJFS CONTRACT BUDGET USER GUIDE

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

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

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

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

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

ATTACHMENT C

INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT C

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

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

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

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

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

ATTACHMENT C

INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS

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

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

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

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

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

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

ATTACHMENT C

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

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

ANNUAL COST: This is the annual salary for each individual listed in the contracted program area. The first block will contain the total of all the salaries for those individuals counted as “Others”.

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

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

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

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

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

ATTACHMENT C

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

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

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

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

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

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

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

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

TOTAL PROFESSIONAL FEES AND CONTRACTED SERVICES: Indicate the totals for the amounts entered above.

ATTACHMENT C

INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES

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

INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS

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

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

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

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

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

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

ATTACHMENT C

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

INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS

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

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

INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

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

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

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

show the percentage of time the contract program expects to use them and compute the amount based on that percentage. The large equipment items used by the Management and Indirect activities of the agency should also be listed, with the percentage used by both programs, i.e. the Contract Program and MGT/Indirect, computed.

INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

ATTACHMENT C

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

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

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

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

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

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

Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed. Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

ATTACHMENT C

FINAL REVIEW

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

Contract # _____

**HAMILTON COUNTY DEPARTMENT OF JOB
AND FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT**

This Contract is entered into on MM/DD/YY between the Board of County Commissioners of Hamilton County through the Hamilton County Department of Job & Family Services (Hereinafter "HCJFS") and , Name of organization, hereinafter ("Provider"), with an office at Name and Street address, Cincinnati, Ohio, 452XX, whose telephone number is (513) XXX-XXXX, for the purchase of Ohio Works First (OWF) Diversion Services.

1. TERM

This Contract will be effective from January 1, 2008 through December 31, 2008 (the "Initial Term") inclusive, unless otherwise terminated or extended by formal amendment.

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

In addition to the terms set forth above, this Contract may be renewed, at the option of HCJFS for three (3) additional one (1) year terms ("the Renewal Period"). The contract is intended to reimburse selected Provider only for (a) expenses incurred in delivery of "Hard Services" directly to the consumers, and (b) administrative expenses not to exceed 5% of the amount spent on consumer "Hard Services".

This contract is funded with Temporary Assistance for Needy Families (TANF) allocations for consumer families eligible for Prevention, Retention and Contingency (PRC) during the months of service of this contract.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform the Ohio Works First Diversion Services for families (the "Consumer") referred by HCJFS as more particularly described in Exhibit I, Request For Proposal, Exhibit II, Provider's Proposal, Exhibit III, Provider's Budget.

1. Exhibit I – Request For Proposal;
2. Exhibit II – Provider's Proposal;
3. Exhibit III– Provider's Budget

B. ORDER OF PRECEDENCE

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

1. Exhibit I – Request For Proposal;
2. Exhibit II – Provider’s Proposal;
3. Exhibit IV – Provider’s Budget

C. PROVIDER RESPONSIBILITY

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

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

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.

2. Client Authorizations

It is the responsibility of the Provider to monitor the number of hours/units of client authorizations issued by HCJFS. Should the Provider offer services in addition to the number of client authorizations issued by HCJFS, the Provider will bear the cost of the services provided.

Should the Provider feel there is a need for additional services/hours/units, it is the responsibility of the Provider to request, in advance, additional client authorizations for the service being requested. HCJFS will not reimburse for service that has not been prior authorized or that exceeds the authorization.

3. 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.
4. The compensation amount in **Section 3, BILLING AND PAYMENT** is the full payment for client service. No fees or additional cost shall be charged to any client for the Contract service without expressed HCJFS approval. Such approval must be made by way of a Contract amendment.

5. Provider may charge additional fees to the client for the contracted service based on the sliding fee schedule, Exhibit ?. Provider warrants the client will sign a fee agreement, acknowledging the client's acceptance of and agreement to pay the fee. The signed fee agreement must be maintained in the individual client records and made available to HCJFS for review.

3. BILLING AND PAYMENT

- A. HCJFS' Contract is intended to reimburse selected Provider for expenses incurred in delivery of direct "Hard Services" to consumers and to reimburse for administrative expenses not to exceed 5% of the amount spent on "Hard Services".

1. Consumer Services Reimbursement – HCJFS shall compensate the selected Provider for consumer services ("hard services") delivered that include but are not limited to, shelter, utilities, car repairs, etc.. The Provider can invoice for each subsequent month that the family is kept off of public assistance at seven hundred and fifty dollars (\$750.00) per family unit per month, up to a maximum of one thousand and five hundred dollars (\$1,500.00) per Contract year. Contract payment is based on cost reimbursement for authorized services already provided. The Provider can invoice for the seven hundred and fifty dollars (\$750.00) total at the first service initiated but can only pay for the actual service that is requested at that time. The consumer can request additional help with other "hard services" within one (1) year of initial disbursement at no additional payment to Provider.

2. Administration – Selected Provider will be compensated for administrative expenses in carrying out the program not to exceed five (5) % of the amount spent on consumer services "hard services" as determined by supportive documentation at the point of reconciliation.

3. Reconciliation – Provider shall reconcile the amount spent on consumers services "hard services" against the amount of HCJFS payment to Provider for each contract year, one (1) year after the contract end date, for reimbursement back to HCJFS for potentially overpaid dollars. For example, reconciliation will occur for the contract period of January 1, 2008 – December 31, 2008 by January 31, 2010. Similar reconciliation will occur for all additional renewal years. One of the following will occur at reconciliation:

- a. If the reconciliation shows monies to be returned to HCJFS (money not spent on "hard services") Provider will retain such funds as compensation for administrative payment as determined in the negotiated budget. All other monies are returned to HCJFS.
- b. If Provider spent all the contract money on client services and therefore, the reconciliation shows no money to be returned to HCJFS, payment for administrative dollars shall be issued by HCJFS as determined in the negotiated budget.

c. Should the amount returned to HCJFS be insufficient to cover such administrative cost as determined in the negotiated budget, Provider shall retain funds due HCJFS and in addition HCJFS will issue payment to Provider to cover such administrative costs.

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

1. HCJFS will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than ninety (90) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
 2. For accurate invoices which are received timely, HCJFS will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
 3. The monthly Contract program financial report shall be submitted to the HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month. HCJFS reserves the right to withhold payment until such time as the report is received.
- B. Provider will indicate the purchase order, authorization number and vendor number on all invoices submitted for payment.
- C. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 2. bonding costs;
 3. contributions to a contingency(ies)y reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 12. losses on other contracts'
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;

15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
- F. Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

4. ELIGIBILITY FOR SERVICES

Service is to be provided only for referrals made to the Provider by HCJFS on behalf of a HCJFS client.

5. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and

all issues resolved or the three (3) years have expired, whichever is later.

- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of the HCJFS Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. 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.

7. 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.

8. CONFLICT OF INTEREST

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

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

interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract including termination of the Contract.

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

9. ASSIGNMENT AND SUBCONTRACTING

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

- 1.
- 2.

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice. Provider must notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

10. GOVERNING LAW

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

11. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract.

This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

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

12. 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.

13. TERMINATION

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

Provider, upon receipt of notice of terminations, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitations, results accomplished, conclusion resulting therefrom and such other matters as HCJFS may require.

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

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

14. COMPLIANCE

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

15. NON-DISCRIMINATION

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

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

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

16. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

17. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider shall at all times

have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on HCJFS or its Board of County Commissioners.

18. DISCLOSURE

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

19. 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.

20. 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.

21. CONFIDENTIALITY

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

22. AUDIT RESPONSIBILITY

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

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

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that HCJFS may

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

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

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

23. WARRANTY

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

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

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

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

24. AVAILABILITY OF FUNDS

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

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

25. FORCE MAJEURE

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

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

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

26. COORDINATION

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

27. LEGAL ACTION

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

28. PUBLIC RECORDS

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

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

29. DRUG-FREE WORKPLACE

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

30. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

31. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

32. AMENDMENTS

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

execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

33. INSURANCE

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

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

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

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

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

1. Additional insured endorsement;
2. Pay on behalf of wording;

3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

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

E. The Provider further agrees with the following provisions:

1. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
2. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
3. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
5. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.

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

34. INDEMNIFICATION & HOLD HARMLESS

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

35. LOBBYING

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

36. MAINTENANCE OF SERVICE

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

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

37. GRIEVANCE PROCESS

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

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

38. PROPERTY OF HAMILTON COUNTY

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

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author

of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a “work made for hire,” or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Provider agrees to and by executing this Agreement hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverable(s) under this Agreement does not affect Provider’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

39. DEBARMENT AND SUSPENSION

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

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

40. DEBT CHECK PROVISION

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

41. FAITH BASED ORGANIZATIONS

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

42. CHILD SUPPORT ENFORCEMENT

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

43. DEFAULT BY PROVIDER

In the event of a Material Breach of this Contract by Provider, HCJFS may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that Provider shall have the opportunity to cure such breach within the thirty (30) day notice period. HCJFS reserves the right to invoke immediate termination as defined in Section 14, Termination.

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

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

44. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
	946-	Contract Services	Contract changes, contract language
	946-	Contract Services	Contract budget, audits
	946-	Fiscal	billing and payment
	946-	Performance Improvement	scope of service, client authorization, service eligibility

45. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

46. ENERGY POLICY AND CONSERVATION ACT

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

47. CONTRACT CLOSEOUT

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

(In conjunction with the program area, customize as needed for this particular contract.)

As part of the Contract Closeout process for Provider's contract, the following items may be reviewed and/or verified:

- 1.
- 2.
- 3.
- 4.

48. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall provide the applicable notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB694). Amended Substitute House Bill 694 (“HB 694”) limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or has been awarded public contracts. Provider further warrants Provider shall notify HCJFS within one (1) business day should the status of the HB 694 change during the Contract term. HB 694 and The Ohio Legislative Service Commission's Final Analysis of the Bill can be found on the Hamilton County Job & Family Service's (HCJFS) public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

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

SIGNATURES

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

Provider or Authorized Representative: _____

Title: _____ Date: _____

Honorable Board of County Commissioners
Hamilton County, Ohio

By: _____

By: _____

By: _____

OR

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

_____ Date: _____

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

Approved as to form:

By: _____ Date: _____

Prosecutor's Office
Hamilton County, Ohio

Prepared By: _____
Checked By: _____
Approved By: _____

Revised 3/1/06

Hamilton County Department of Job and Family Services
Provider Certification Document
ATTACHMENT E

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

1. Reviewer's Name and Title	
2. Initiation of Certification Process (Date)	
3. Completion of Certification Process (Date)	
4. Certification Status	
5. Tax I.D. #	
6. Oracle Contract #	
7. Agency Name	
8. Agency Address	
9. Phone #	
10. Fax #	
11. Program Name	
12. Service Name	
13. Program Address, if different	
14. Program Phone #, if different	
15. Program Fax #, if different	

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

NOTES:

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

Item	Comments	Date Rec'd.	Date Complete
1. Other Provider certifications, i.e., Medicaid, JACHO, COA, etc.			
2. Reviewed and accepted:			
a. most recent annual indep. audit or comparable financial documents;.			
b. audit management letters, is 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. For assistance in developing internal financial controls, providers can consult the standards issued by the General Accounting Office (GAO) in the booklet titled <i>Government Auditing Standards</i> . The information is also available on the GAO website at http://www.gao.gov/policy/guidance.htm			
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).			
4. Received current copies of:			
a. Articles of Incorporation, if applicable;			
b. job descriptions for all staff in program budget;			
c. insurance with the correct amount, type of coverage and add'l. insureds listed;			
Expiration Date:			

d. Worker's Compensation insurance;			
e. table of organization including advisory boards			
& committees;			
f. service/attendance form, sign-in sheet, etc.			
g. copy of the contract service contingency plan, if applicable for this service.			
5. Reviewed 3 of the last 12 months board minutes			
6. Reviewed accounting/record keeping system:			
a. financial record keeping method			
1) is a separate account set up for our program?			
2) are invoices filed for easy reference?			
b. cash or accrual system;			
c. revenue source during start-up period;			
d. ability to issue accurate and timely reports			
e. maintenance of client service records .			
1) method for documenting client service;			
2) method for compiling data for reports;			
3) method for tracking performance indicators;			
f. how will provider manage cash flow during the first 3 months of the contract?			
7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:			
a. current professional license/certification;			
b. driver's license with < 5 points;			
c. proof of car insurance;			

d. police/BCII check completed w/in last 12 mons.				
8. Transportation Issues (when applicable)				
a. is public transportation readily available?				
b. how far from the program site is the public transportation stop?				
c. indicate the type of available parking facilities:				
1) private lot;				
2) municipal/public lot;				
3) on-street parking;				
4) client/staff pay to park.				
9. Interior - Public Areas				
a. indicate general impression of appearance - cleanliness, neatness, safety, etc.				
b. is facility handicapped accessible?				
c. are bathrooms handicapped accessible?				
d. does facility design ensure client confidentiality?				
e. is the facility adequate for our program?				
f. ask Provider if a negative building safety report was issued by the fire department.				
10. Contract Management Plan - review provider's written plan for contract management.				
a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?				
b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?				
c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?				

d. what is provider's plan for conducting self-reviews to ensure contract compliance?			
e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?			
f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?			
g. what is provider's plan for monitoring contract utilization?			

Additional comments/notes for Section B:

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	Comment	Date Rec'd.	Date Complete
1. Training plan for program area staff. a. proof provider staff are aware of contract requirements.			
2. Written program policies			
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; f. police check policy.			
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 should be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanisms (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, and 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 and individual and program related grievance summaries;			
g. detailed safety plan;			
h. detailed written procedure for maintaining the security and confidentiality of client records.			

Additional comments/notes for Section C:

(G:\sharedsv\contract\manual\certific Rev. 10-02)

ATTACHMENT E (Continued)

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">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.2. Do the attachments/exhibits indicate problems, recommendations, etc.?3. Does the audit management letter indicate a problem or areas that need improvement?4. Does the SAS61 indicate problems, concerns, etc.?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.6. Were taxes filed timely? If not, why? Were extensions requests done timely?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 <i>Government Auditing Standards</i>. The information is also available on the GAO website at: http://www/gao.gov/policy/guidance.htm
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"> a. Articles of Incorporation, if applicable; b. job descriptions for all staff in program budget; c. insurance with the correct amount, type of coverage and add'l. insureds listed; d. Worker's Compensation insurance; e. table of organization including advisory boards & committees; f. service/attendance form, sign-in sheet, etc. g. contract service contingency plan, if applicable. 	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> 1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O. 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. 3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions. 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. 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?
<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"> a. financial record keeping method <ul style="list-style-type: none"> 1) is a separate account set up for our program? 2) are invoices filed for easy reference? b. cash or accrual system; c. revenue source during start-up period; d. ability to issue accurate and timely reports e. maintenance of client service records . <ul style="list-style-type: none"> 1) method for documenting client service; 2) method for compiling data for reports; 3) method for tracking performance indicators; f. how will the Provider manage cash flow during the first 3 months of the contract? 	<ul style="list-style-type: none"> 1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account. 2. Determine how financial invoices will be filed. Is this adequate for audit purposes? 3. Identify the accounting system used - cash vs accrual. This is important in an audit for determining how expenses and revenues are reported. 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. 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? 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? 7. Since the initial reimbursement will be approximately two (2) months from the end of the first service month, discuss with provider how program expenses will be paid during that time.
<p>7. When applicable, review personnel files for proof of required documentation including, but not limited to:</p> <ul style="list-style-type: none"> a. current professional license/certification; b. driver's license with < 5 points; c. proof of car insurance; d. police/BCII check completed within the last 12 mons. 	<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"> a. is public transportation readily available? b. how far from the program site is the public transportation stop? c. indicate the type of available parking facilities: <ul style="list-style-type: none"> 1) private lot; 2) municipal/public lot; 3) on-street parking; 4) client/staff pay to park. 	<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"> a. indicate general impression of appearance- cleanliness, neatness, safety, etc. b. is facility handicapped accessible? c. are bathrooms handicapped accessible? d. does facility design ensure client confidentiality? e. is the facility adequate for our program? f. ask provider if a negative building safety report has been issued by the fire department. 	<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"> a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS? b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS? c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements? d. what is provider's plan for conducting self-reviews to ensure contract compliance? e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing? f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS? g. what is provider's plan for monitoring contract utilization? 	<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 F
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 G

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 G

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 H

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

PO# _____/Quote# _____

STATE OF OHIO

COUNTY OF _____

SS:

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

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

(e) Any combination of persons identified in (a) through (d) of this section.

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

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____
My Commission Expires: _____

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

STATE OF OHIO

COUNTY OF _____ SS:

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

1. I am _____ and I am employed as _____
[Name] [Title]
for _____.
[Name of Entity]
2. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____.
[Name of Entity]
3. On behalf of _____, I do hereby certify that the
[Name of Entity]
following persons, if applicable, are in compliance with division (I)(1) of Section 3517.13
of the Ohio Revised Code:
 - (a) The individual;
 - (b) Each partner or owner of the partnership or other unincorporated business;
 - (c) Each shareholder of the association;
 - (d) Each administrator of the estate;
 - (e) Each executor of the estate;
 - (f) Each trustee of the trust;
 - (g) Each spouse of any person identified in (a) through (f) of this section;
 - (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
 - (j) Any combination of persons identified in (a) through (i) of this section.

4. I further certify that if _____ is awarded a contract,
[Name of Entity]
the following persons shall, beginning on the date the contract is awarded and extending
until one year following the conclusion of that contract, maintain compliance with
division (I)(2) of Section 3517.13 of the Ohio Revised Code:
- (a) The individual;
 - (b) Each partner or owner of the partnership or other unincorporated business;
 - (c) Each shareholder of the association;
 - (d) Each administrator of the estate;
 - (e) Each executor of the estate;
 - (f) Each trustee of the trust;
 - (g) Each spouse of any person identified in (a) through (f) of this section;
 - (h) Each child seven years of age to seventeen years of age of any person identified
in (a) through (f) of this section;
 - (i) Any political action committee affiliated with the partnership or other
unincorporated business, association, estate, or trust.
 - (j) Any combination of persons identified in (a) through (i) of this section.
5. I do hereby acknowledge that to knowingly make any false statement herein may subject
me and/or _____ to the penalties set forth in Section
[Name of Entity]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____
My Commission Expires: _____

ATTACHMENT I
PROPOSAL COVER SHEET FOR
OHIO WORKS FIRST (OWF) DIVERSION SERVICES
Bid No: RFP 07-014

Name of Provider serving as Fiscal Agent: _____

Organization

Address: _____

Telephone Number: _____ Fax Number: _____

Authorized Representative : _____

(Please Print or type)

Title: _____ E-Mail Address: _____

Authorized Representative Signature: _____

Contact person(s) authorized to negotiate with HCJFS:

Name: _____ Title: _____

(Please Print)

Phone Number: _____ Fax Number: _____

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Total Cost for Initial Term of One Year Administration 1/1/08 12/31/08	Estimated Total Cost for 1st Renewal Term of One Year Administration 1/1/09 12/31/09	Estimated Total Cost for 2nd Renewal Term of One Year Administration 1/1/10–12/31/10	Estimated Total Cost for 3rd Renewal Term of One Year Administration 1/1/11 – 12/31/11	Estimated Total Cost for 4th Renewal Term of One Year Administration 1/1/12 – 12/31/12
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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

Signature - Authorized Representative

Title

Date

Signature – Chief Financial Officer

Title

Date