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• Fax: (513) 946-2384

Email: carsos01@jfs.hamilton-co.org

February 6, 2012

Dear Provider:

Hamilton County Job and Family Services (HCJFS) has issued a Request for Proposal (RFP) seeking proposals for the purchase of WIA Foster Care Youth Services.

HCJFS is looking for organizations to provide services for Foster Care Youth under the Workforce Investment Act (WIA).

We are no longer providing hard copies of the RFP to Providers. The RFP will be posted on HCJFS' website at www.hcjfs.hamilton-co.org (select Providers and then Procurement).

All providers who are currently providing services to WIA Youth are highly encouraged to respond to the RFP. In most cases, HCJFS is no longer able to contract with Providers who have not been selected via the RFP process.

Each provider who plans to submit a proposal to this RFP <u>must register</u> for the RFP. All registrations must be faxed or e-mailed to the RFP Contact Person, Sandra Carson at (513) 946-2384 or <u>carsos01@jfs.hamilton-co.org</u> by March 8, 2012. The RFP registration form is enclosed for your completion and return.

The RFP Conference will be held on February 9, 2012, 2:00 p.m. - 4:00 p.m. EST at Hamilton County Job & Family Services, 222 E. Central Parkway, Room 6SE401, Cincinnati, OH 45202. All interested Providers are highly encouraged to attend as the RFP process and requirements have changed from past RFPs; and to bring a printed copy of the RFP as these will not be provided at the RFP Conference.

Proposal submittal is due on or before March 15, 2012, no later than 11:00 a.m. EST at Hamilton County Job & Family Services, 3rd Floor, 222 E. Central Parkway, Cincinnati, OH 45202.

Thank you for your consideration, and I look forward to receiving a response from you.

Sincerely,

Sandra Carson Contract Manager



REQUEST FOR PROPOSALS FOR FOR FOSTER CARE YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT ACT (WIA)

RFP #SC0112-R

Issued by

Southwest Ohio Regional Workforce Investment Board AREA 13

and

Emerging Workforce Development Council

In Partnership With

Hamilton County and the

City of Cincinnati, Office of the Mayor

(February, 2012)

RFP Conference: February 9, 2012, 2:00 p.m. - 4:00 p.m.

Location: Hamilton County Job and Family Services

222 E. Central Parkway

Conference Room - 6th Floor, room 6SE401

Cincinnati, Ohio 45202

Due Date for Proposal Registration: March 8, 2012

Due Date for Proposal Submission: March 15, 2012

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REQUEST FOR PROPOSAL (RFP) FOR FOSTER CARE YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT ACT (WIA)

MISSION STATEMENT

The Southwest Ohio Region Workforce Investment Board (SWORWIB) will create, develop and maintain a comprehensive workforce development system that will engage the entire community towards ever-increasing levels of self-sufficiency.

In relation to the mission of the SWORWIB Area 13, the Emerging Workforce Development Council will create and manage a collaborative system where employers gain a skilled workforce and at-risk youth ages 16 to 21 receive proactive programs and services ensuring they acquire the necessary skills for success in education and employment.

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The <u>Southwest Ohio Region Workforce Investment Board (SWORWIB) Area 13</u> in partnership with the Mayor of the City of Cincinnati as Chief Elected Official (CEO) and Hamilton County, are issuing this Request for Proposal (RFP) for Workforce Area 13 which includes the City of Cincinnati and Hamilton County. Per the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed September 9, 2004, Hamilton County Job & Family Services (HCJFS) is designated as the Fiscal Agent and Administrative Entity for Local Workforce Investment Area 13. HCJFS receives policy guidance from the SWORWIB, a board of directors comprised of mayoral appointed members representing business, economic development, education, organized labor, community based organizations, veterans, social services and state and local government agencies.

This RFP seeks proposals for youth workforce development services focused on youth in the custody of Hamilton County Job and Family Services in accordance with the Workforce Investment Act of 1998 (WIA), title I, Public Law 105-220, the Southwest Ohio Region Workforce Investment Board (SWORWIB) Plan and Policies, and the governing rules of Hamilton County Job & Family Services (the Administrative Entity). Funding for this service will include Workforce Investment Act dollars, but may initially or subsequently also include other funding sources.

SWORWIB reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or part of the services requested.

1.2 Scope of Services

All programs must be easily accessible to youth, safe, and youth-friendly. Services should be readily accessible by public transportation. Programs and services must be sensitive and accommodating to a diversity of neighborhoods, culture, language, and personal challenges. Providers shall follow established federal, state and local policies and procedures.

All programs shall complete all of their own Sharing Career Opportunities and Training Information (SCOTI) entry effective 7/1/2012. SCOTI remains the primary system by which eligibility is determined, cases are managed, and performance outcomes are reported.

Proposals related to this scope of services may serve traditional WIA in-school or out-of-school youth. All youth served under this contract must be both eligible and enrolled in WIA, and a youth currently or recently in the custody of Hamilton County.

Service models and proposals should ensure the following:

- 1. Comprehensive service delivery to the largest volume of youth possible with limited available funds. Average cost per enrolled youth, over the lifetime of that enrollment, in excess of \$15,000 is unacceptable.
- 2. Services to any youth should not generally exceed 24 months.
- Any reference to volumes served must reflect the volume initially enrolled within that contract year unless explicitly stated otherwise.

- 4. Close collaboration with HCJFS Children's Services employees for referral and coordinated services.
- 5. Cooperation with other WIA youth providers to refer or accept referrals of appropriate youth.
- 6. Outreach to the one-stop operator to explore opportunities to appropriately co-enroll customers as WIA youth and WIA adults.
- WIA eligibility and associated documentation is the sole responsibility of the contract holder. A contract is likely to be reduced or terminated in response to any persistent non-compliance related to eligibility, documentation, or SCOTI entry.
- 8. Due to the special needs of this service population, proposals will be distinguished by their explicitly documented success in treating this or a similar population and/or their strong WIA service history.
- 9. The merits of each proposal will be assessed using the full proposal with particular attention to the merits of the vendors' plan to quickly and meaningfully improve the "System Outcomes" listed below in Section 1.5 "Service Components."

WIA requires local areas to address required activities to help youth transition successfully into adulthood and self-sufficiency, especially as they relate to youth who are at-risk of dropping out of school, school drop-outs, and offender/court-involved youth. These include:

- 1. Pre-enrollment activities such as: a) recruitment, b) intake, c) initial assessment, d) eligibility determination, and e) referrals to other programs as appropriate;
- 2. Framework activities such as: a) objective assessment, b) development of the Individual Service Strategy, and c) case management and;
- 3. Ten (10) required program elements (see attachment O) that must be available in Area 13's WIA youth system such as 1) tutoring, study skills, and dropout prevention, 2) alternative secondary school offerings, 3) summer employment linked to academic or occupational skills, 4) paid and unpaid work experience, 5) occupational skills training, 6) leadership development,
- 7) supportive services, 8) adult mentoring for at least twelve (12) months, 9)

comprehensive guidance and counseling and 10) follow-up activities for no less than twelve (12) months after completion of participation.

Youth who are engaged in pre-enrollment activities are not billable as WIA youth. Services delivered to youth who are WIA-eligible, but not WIA-enrolled must be funded by non-WIA dollars. Providers who serve non-WIA youth must provide a cost-allocation plan that documents how organization costs are split between WIA and non-WIA related expenses.

1.3 Population

For the purposes of this RFP, the SWORWIB is focusing primarily on serving three subpopulations of youth:

- Youth who are at risk of dropping out of high school (In School) who are currently in the custody of HCJFS
- Youth who have dropped out of high school and are disengaged from the
 educational system, who are currently in the custody of HCJFS (Out of School)
 Youth who have recently emancipated from HCJFS custody and have dropped
 out of high school and are disengaged from the educational system

1.4 Eligibility for Services

All WIA eligibility criteria apply.

1.5 Service Components

A. Contract Outcomes

- Agreed-upon enrollment volumes;
- Report monthly on all exits to date and educational status at enrollment and exit for each youth;
- Report monthly on all exits to date and employment status at enrollment and exit for each youth; and
- Report monthly on all exits to date and educational as well as employment status at three months post exit.

B. Additional project requirements

1. Partnerships

Both WIA and the local SWORWIB encourage partnering and collaboration to assure that youth participants receive the best services available in a cost-effective manner.

It is recommended that partnerships providing services essential to reaching proposed outcomes be identified before the proposal is submitted. The proposal should include, at a minimum, a letter of agreement from each of the partners outlining what activities each partner will provide.

2. Employer Connections

Providers should indicate in their proposal how they have (or intend to) develop links to local employers for information about labor market needs, training, employment, and internships as appropriate.

C. Proposal Requirements

Providers should describe how they will deliver Pre-enrollment and Framework activities as needed in their proposal. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need. Several of the ten (10) required elements must be delivered by the selected provider for either all or an appropriate subset of their WIA-enrolled youth. Those include the following:

- 3) summer employment linked to academic or occupational skills (as requested by youth enrolled in in-school WIA programs);
- 6) leadership development (see description below); and
- 10) follow-up activities for not less than 12 months after completion of participation (for all exited youth).

Youth who are engaged in pre-enrollment activities are not billable as WIA youth. Services delivered to youth who are WIA-eligible, but not yet WIA-

enrolled, must be funded by non-WIA dollars. Some WIA expenses are permitted in association with follow up staffing and supportive services for exited youth. Providers who serve non-WIA youth must provide a costs allocation plan that documents how organization costs are split between WIA and non-WIA related expenses.

Each proposal must describe in detail how each outcome identified in Section 1.5 A "Contract Outcomes" above will be tracked and improved for this service population.

D. Performance Monitoring

A regularly scheduled SWORWIB-sponsored review meeting (e.g., quarterly) with subcontractors will provide a forum to discuss enrollments, performance, budget expenditures, best practices and outside audit results.

Administrative Entity monitoring: The Administrative entity will complete a contract compliance review within 90 days of contract start-up for new providers and at least annually for all contracts. SWORWIB and/or HCJFS reserve the right to monitor more frequently if provider is found to be out of compliance.

E. Record Retention

Providers must retain all records for the contract for a period of three years after the youth has exited services. Records must be made available upon written request from the SWORWIB and/or the Administrative Entity.

F. Data Tracking and Reporting

Providers will measure, document, and report, as required by the contract and per instructions from the SWORWIB and/or the Administrative Entity. This includes inputting and reporting outcomes, outputs, referrals, benchmarks, participant progress, etc. All reports will be submitted to the SWORWIB and the Administrative Entity.

Providers are required to input all their data into the State of Ohio's WIA records systems, known as Sharing Career Opportunities and Training Information (SCOTI). SCOTI is the state WIA computer-based system by

which youth eligibility is determined, cases are managed, and performance outcomes are reported.

G. Quality Assurance and Continuous Improvement

Successful applicants must demonstrate capability for continuous improvement through existing policies and procedures and examples of midcourse correction. Prior to contract signing or within 3 months of contract signature, provider is required to submit for approval, as part of the provider certification process, a quality assurance plan that assures SCOTI, eligibility, and case documentation compliance with all state and federal requirements.

H. Personnel Qualifications

The applicant's local project/program manager must have a minimum of three years experiences as a project/program manager with a similar project or program or relevant transferable skills and experience in this service arena.

1.6 Employee Qualifications

Provider shall ensure that any employee who shall have direct contact with the customers under the terms of this contract will meet the following qualifications:

Work History: All employees who are assigned to this contract with HCJFS' customers shall have information on job applications verified. Verification shall include references and work history information.

<u>Criminal Record Check</u>: Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport consumers.

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of

each individual providing services. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment G to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Provider shall not assign any individual to work with consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date and employee or volunteer is hired. Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B) (1), ORC 2919.24 or OAC Chapters 5101:2-5, 5101:2-48.

<u>Employees who have been convicted</u>: Employees convicted of, or plead guilty to, any violations contained in ORC 5153.111(B)(1), or Section 2919.24 may not come into contact with HCJFS' consumers.

<u>Employee Confidential Information</u>: HCJFS may request that the Provider not use an employee or prospective employee based on confidential Children's Services information known to HCJFS. To this end, Provider shall provide to HCJFS the name and social security number of all individuals having direct contact with children prior to providing transportation services. Provider shall not use an employee or prospective employee unless approved by HCJFS.

2.0 Provider Proposal

It is required that all proposals be submitted in the format as described in this section. Each submission must have the appropriate number of copies. One (1) signed original and eight (8) copies, submitting one of the 8 copies as single-sided;

using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below <u>without exception</u>, including all subsections therein:

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

Each provider must complete the Cover Sheet, **Attachment A**, and include such in its proposal. A Cover Sheet must be completed for each separate proposal being submitted. The Cover Sheet must be signed by an authorized representative and Chief Financial Officer of the provider and also include the names of individuals authorized to negotiate with the Southwest Ohio Region Workforce Investment Board Area 13. The signature line must indicate the title or position the individual holds in the company. Any and all unsigned proposals will be rejected.

The Cover Sheet must also include the proposed number for each target group to be served, WIA funds requested, value of leveraged resources, total projected costs, and projected cost of each youth served by the provider for the initial proposed contract term and for the renewal year option. The total cost of each youth served must be supported by the budget.

2.2 Service and Business Deliverables

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

2.2.1 Program Components

Service Information:

A. Providers shall respond to the following for all proposals submitted:

- 1. Describe in detail how each outcome identified in Section 1.5 A "Contract Outcomes" above will be tracked and improved for this service population.
- 2. Describe how you will deliver Pre-enrollment and Framework activities as needed in your proposal. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need. Several of the ten (10) required elements must be delivered by the selected provider for either all or an appropriate subset of their WIA enrolled youth. Those include the following:
- Summer employment linked to academic or occupational skills (as requested by youth enrolled in in-school WIA programs) (Element 3);
- Leadership development (Element 6); and
- Follow-up activities for no less than 12 months after completion of participation (for all exited youth) (Element 10).
- 3. Describe your organization's capacity to develop formal relationships with local businesses or corporations, especially as it relates to program design elements and collaborative program services.
- 4. Describe personnel qualification for project/program manager.
- 5. Describe one or multiple specific formal connections to state-accredited postsecondary institutions or formal apprenticeship programs.
- Describe information that will demonstrate your organization's capacity for and history of quantified and documented success in serving WIA youth or youth with similar barriers.
- 7. Describe your quality assurance plan to ensure SCOTI, eligibility, and case documentation compliance with all state and federal requirements.

- 8. Describe your recruitment plan that is likely to engage a volume of youth who are both included in this service population, and likely to benefit from the service.
- 9. Identify your contract's anticipated cost per exit. Be explicit in identifying the anticipated service duration for enrolled youth and the total annual costs of the contract in this calculation. For example, a youth exited after 24 months of service from a contract with an annual value of \$300,000 and an average ongoing enrolled population of 50 youth would result in a cost per exit of \$12,000. Any reference to volumes served in this proposal must reflect the volume initially enrolled within that contract year unless explicitly stated otherwise.
- Describe your service model that will result in exits typically with 24 months of enrollment.
- 11. Describe your readiness to work with HCJFS Children's Services employees to secure referral and coordinated services
- 12. Describe your readiness to cooperate with other WIA youth providers to refer or accept referrals of appropriate youth
- 13. Describe your experience with this or similar populations. Due to the special needs of this service population, successful proposals will be distinguished by their explicitly documented success in treating this or a similar population and/or their strong WIA service history.

2.2.2 System and Fiscal Administration Components

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

A. Contact Information - Provide the address for the provider's headquarters and service locations. Include a contact name, address, and phone number.

- B. Agency/Company History Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company. (submit if applicable)
- 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 provision of services to the total company.
- F. Insurance and Worker's Compensation A current certificate of insurance, current endorsements and Worker's Compensation certificate. Proposer must note that as a contract requirement the following conditions must be met:

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

Certificates of Insurance: Prior to the effective date of the contract, Vendor shall give the County the certificate(s) of insurance completed by Vendor's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the contract, certifying that at least the minimum coverage required s in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through

issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

Hamilton County Risk Manager Room 607 138 East Court Street Cincinnati, OH 45202 Facsimile: 513-946-4330

- G. Job Descriptions For all positions in the program budget including positions not currently filled.
- H. Weekly 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, Children's Services status of the participants, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
- Program Quality Documents Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company's Brochures A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

Please provide the following attached only to the original proposal:

- L. Agency/Company Ownership Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- M. Annual Report A copy of provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most

recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement.

If no audited statements are available, provider must supply equivalent financial statements certified by provider to fairly and accurately reflect the provider's financial status. It is the responsibility of the provider to redact tax identification numbers from all documents prior to submission to HCJFS.

- N. Articles of Incorporation or Other Formation Documents Articles of Incorporation or other applicable organization documentation.
- O. Licensure A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past ten (10) years including, but not limited to Corrective Action Plans, temporary licenses or revocations.
- P. Employee Screening Provide a description of your organization's employee screening and clearance policy.
- Q. Describe training, supervision, and support provided to staff.

2.3 Budget and Cost Considerations

SWORWIB Area 13 reserves the option to modify initial contract amounts as necessary. The value of the contract may be reduced at any point after the third month of the contract span if the provider(s) is more than twenty percent (20%) below projected expenses. Similarly, if additional funding becomes available and performance is on track, this contract may be increased in value through mutual consent at any point after the third month following contract initiation. Also similarly, should federal funding be reduced, contracts will be reduced

accordingly.

A. The Southwest Ohio Workforce Investment Board anticipates services will begin no later than July 1, 2012. Contracts will be written for two (2) years with one (1) one year option for renewal. 100% of the total value of all contracts awarded as a result of this solicitation will be on a cost reimbursement agreement. Provider must submit a Budget and a calculation of the contract term that provider understands will be used to compensate provider for services provided. Budget must be submitted in the form provided as Attachment C.

For the two (2) year Initial Contract Term, Providers must submit two (2) separate budgets, one for 2012-2013, and one for 2013-2014 in addition to a two year budget summary for the entire contract period of 7/1/12 – 6/30/14. All registered providers will be sent an electronic budget file in Excel format. All providers submitting a proposal shall include a hardcopy of the budget in the proposal and also submit the budget electronically to the contact person identified in Section 3.2 HCJFS Contact Person. If you are unable to submit an electronic copy of your budget, you shall include a statement in the budget narrative explaining the reason.

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

For renewal years, any increases in contract value will be at the sole discretion of HCJFS, subject to funding availability and contract performance.

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited to provision of the services as described in 1.2.3.
 - All revenue sources (leveraged resources) available to provider to serve eligible youth identified in the Scope of Services shall be listed in the Budget, and utilized, where permissible, to reduce the cost of each youth served.
 - All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff.
 - The total for each service proposed for <u>each contract year</u> must be listed on the Cover Sheet, Attachment A.
- C. Provider must submit a detailed budget narrative for <u>each contract year</u> which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if provider is a for-profit organization.
- E. For the purposes of this RFP, "unallowable" program costs include:
 - 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;
 - bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 - entertainment costs for amusements, social activities and related costs for staff only;
 - 6. costs of alcoholic beverages;
 - 7. goods or services for personal use;
 - 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 - gains and losses on disposition or impairment of depreciable or capital assets;

- cost of depreciation on idle facilities, except when necessary to meet
 Contract demands;
- costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
- 12. losses on other contracts';
- 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;
- cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
- 20. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
- 21. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- 22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary;
- 23. Major losses incurred through the lack of available insurance coverage; and
- 24. Cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

For key program and business personnel, (i.e. agency director, program director, CFO, and any administrators) who will be working with the program, please submit resumes with the following:

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

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

2.6 Terrorist Declaration

In accordance with ORC 2909.32(A)(2)(b), Provider is to provide a completed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, Attachment F. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services

rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

2.7 Declaration of Property Tax Delinquency

As part of the submitted proposal, Provider will include a <u>notarized</u> Declaration of Property Tax Delinquency form (Attachment E) 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 the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent, as well as any due and unpaid penalties and interest thereon.

If the form indicates any delinquent taxes, a copy of the notarized from 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.

3.0 PROPOSAL GUIDELINES

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

3.1 PROGRAM SCHEDULE

ACTION ITEM	DELIVERY DATE

RFP Issued	February 3, 2012
RFP Conference – Hamilton County Job & Family Services,222 E. Central Parkway, Cincinnati, OH 45202 Room 6SE401	February 9, 2012 Time: 2:00 p.m.
Deadline for Receiving Final RFP Questions	February 16, 2012 no later than 3:00 p.m.
Deadline for Issuing Final RFP Answers	February 23, 2012 by the close of business.
Deadline to Register for the RFP Process	March 8, 2012 no later than 3:00 p.m.
Deadline for Proposals Received by HCJFS	March 15, 2012 no later than
Contact Person	11:00 a.m.
Anticipated Proposal Review Completed	March 26, 2012

3.2 HCJFS Contact Person

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

Sandra Carson, Contract Services

Hamilton County Department of Job and Family Services 222 East Central Parkway, 3rd floor Cincinnati, Ohio 45202 carsos01@jfs.hamilton-co.org

Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS <u>March 8, 2012</u>. All interested providers must complete Registration form (see Attachment H) and fax or e-mail the <u>HCJFS Contact Person</u> to register, leaving their name, company name, e-mail address, fax number and phone number. The HCJFS

contact person's fax number is (513) 946-2384 and their e-mail address is carsos01@jfs.hamilton-co.org.

3.4 RFP Conference

The RFP Conference will take place at *Hamilton County Job & Family Services*, *Conference Room 6SE401*, 222 E. Central Parkway, Cincinnati, OH 45202, Thursday, February 9, 2012, 2:00 p.m.

All registered providers may also submit written questions regarding the RFP or the RFP process. All communications being mailed, faxed or e-mailed are to be sent only to the <u>HCJFS Contact Person</u> listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or RFP process to the HCJFS Contact Person.
- C. No questions will be accepted after <u>February 16, 2012 no later than 3:00 p.m.</u>
 The final responses will be faxed or e-mailed on <u>February 23, 2012</u> no later than close of business.
- D. Only providers who register on or before **March 8, 2012** no later than **3:00 p.m**. for the RFP will receive copies of questions and answers.
- E. The answers issued in response to such provider questions become part of the RFP.

3.5 Prohibited Contacts

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

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

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

- A. Public officials;
- B. SWORWIB Board members and employees;
- C. Any HCJFS employees, except for the HCJFS contact person. Neither providers nor their representatives may contact the RFP contact person listed in Section 3.2 after <u>February 16, 2012 no later than 3:00 p.m</u>. If the provider attempts any unauthorized communication, HCJFS will reject the provider's proposal.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the RFP process, interested providers, the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2 (no contact after February 16, 2012);
- 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 (no contact after February 16, 2012).

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND

THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHILY ENCOURAGED.

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

If providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.4, without divulging the source of the request for same.

If a provider fails to notify HCJFS <u>prior to February 16, 2012</u> of an error in the RFP known to the provider, or of an error which reasonably should have been known to the provider, the provider shall submit its proposal at the provider's own risk. If awarded the contract, the provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

SWORWIB/HCJFS may modify this RFP <u>no later than **February 23, 2012**</u> by issuance of one or more addenda to all parties who registered for the RFP Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those providers who registered for the RFP Conference. All addendas to the RFP will be posted to http://www.hcjfs.hamilton-co.org.

3.9 Availability of Funds

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

4.0 Submission of Proposal

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

4.1 Preparation of Proposal

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to

the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

One (1) signed original proposal and eight (8) duplicates of the proposal must be received by the <u>HCJFS Contact Person</u> at the address listed in <u>Section 3.2, HCJFS Contact Person</u>, no later than <u>11:00 a.m. EST on March 15, 2012</u>. Proposals received after this date and time will not be considered. If provider is not submitting the proposal in person, provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the <u>HCJFS Contact Person</u> the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

The SWORWIB Area 13 reserves the right to:

- A. award a contract for one or more of the proposed services;
- B. award a contract for the entire list of proposed services;

- C. reject any proposal, or any part thereof; and
- D. waive any informality in the proposals.

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

4.6 Evaluation and Award of Agreement

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted no later than 11:00 a.m. on <u>March</u> 15, 2012 to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. <u>Non-Qualified proposals will be rejected.</u>

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

- A. Timely Submission The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on March 15, 2012** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to System and Fiscal Administration Components, Section 2.3, B, 4;
- D. Completed Budgets, Section 2.3;
- E. Completed RFP Registration Form.

Stage 2. Evaluation Committee Review

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

Inadequate – Provider did not respond to the questions or the response reflects a lack of understanding of the requirements.

Minimally Acceptable – Provider demonstrates a minimal understanding of the requirements and demonstrates some strengths, but also demonstrates some deficits.

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

Excellent – Provider's response is complete and exceeds all requirements.

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review. Review Committee may request information from sources other than the written proposal to evaluate provider's programs or clarify P\provider's proposal. Other sources of information, may include, but are not limited to, the following:

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

- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of SWORWIB's interests or concerns are adequately addressed. The primary presentation must include provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all providers as SWORWIB deems necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section
 2.4 Customer References and Section 2.5 Personnel Qualifications are worth
 55% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section
 2.4 Customer References and Section 2.5 Personnel Qualifications are worth
 65% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth15% of the total evaluation score.

C. Fiscal Evaluation, Section 2.2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.

4.7 Proposal Selection

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement.
- B. Based upon the results of the evaluation, SWORWIB will select provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. On behalf of the SWORWIB, HCJFS will work with selected provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the Hamilton County Board of County Commissioners on behalf of SWORWIB and provider.
- D. If SWORWIB/HCJFS and provider are able to successfully finalize an agreement, the Hamilton County Board of County Commissioners may award a Contract.
- E. If SWORWIB/HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by SWORWIB/HCJFS, on behalf of SWORWIB, HCJFS will terminate the Agreement discussions with provider. In such event, SWORWIB/HCJFS reserves the right to select another provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by qualified providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information

regarding their non-selection. If a provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the provider and be addressed to the HCJFS Contact Person at the address listed in Section 3.2.

Certified or registered mail must be used unless the request is delivered in person, in which case the provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a provider's non-selection.

4.9 Public Records

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

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

4.10 Public Record Requests Regarding this RFP

Providers are permitted to submit Public Record Requests at anytime. However, if a public information request is submitted regarding this procurement, the request will be honored after selected providers' agreements have been executed.

4.11 Provider Certification Process

For the selected provider(s), the provider Certification process, **Attachment D**, may be completed prior to contract signing. 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 certification or accreditation process, such as Medicaid, JCAHO, COA, CARF, etc

ATTACHMENT A PROPOSAL COVER SHEET FOR FOSTER CARE YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT ACT (WIA) Bid No: RFP SC0112R

Name of Provider: Provider Address: Include city, state and zip code Contact Person :_____ (Please Print or type name) Title Phone Number:_____Fax Number:_____ E-Mail:_____ Additional Names: Provider must include names of individuals authorized to negotiate with **HCJFS** Person(s) authorized to negotiate with HCJFS: (1) Name:___ _____ Title:____ (Please Print) (Please Print) Phone Number: _____ Fax Number E-Mail: _____ ____ Title: ____ (2) Name: (Please Print) (Please Print) Phone Number: _____ Fax Number: ____ E-Mail: _____ LOCATION OF PROPOSED SERVICE: () In the community () at the One Stop Amount of WIA funds **Amount of WIA funds Amount of WIA funds** requested for the 1st 12 requested for the 2nd 12 requested for the 1st months of the initial term: Renewal Term of 12 months of the initial term: 7/1/12 – 6/30/13 7/1/13 - 6/30/14 months: 7/1/14 - 6/30/15 WIA Program expenses **WIA Program expenses WIA Program expenses** Estimated # of youth Estimated # of youth Estimated # of youth enrolled _____ enrolled _____ enrolled _____ \$ Projected cost per youth \$ Projected cost per youth \$ Projected cost per youth **Certification:** I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document. Title Signature - Authorized Representative Date

Title

Date

Signature - Financial Officer

Proposal Submission Checklist For WIA Foster Care Youth Services Bid No: RFP SC0112R

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

 A) Registered for RFP Process on or before March 8, 2012 by 3:00 p.m.
 B) Proposal is to be submitted by 11:00 a.m. on March 15, 2012
 C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1
 D) Responses to Program Components, Section 2.2.1 are included
 E) Responses to System and Fiscal Administration components, Section 2.2.2 are included
 F) Budget completed correctly, Section 2.3 (hard copy included with proposals)
 G) Soft copy of the budget sent to the Contact Person on or before due date of proposals (March 15, 2012). Soft copy completed in Excel format, Section 2.3
H) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, budget narrative must be completed for initial contract term and one for one year renewal option. (total of 2) Section 2.3
 Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
 J) Personnel Qualifications are included, Section 2.5

Contract #

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

This Contract is entered into on	between the Board of County
Commissioners of Hamilton County, Ohio ("BOCC") on behalf of	the Area #13 comprised of
Hamilton County and the City of Cincinnati (hereinafter Area #13) a	s their interests shall appear,
through the Hamilton County Department of Job & Family Services with	ho has been designated as the
Administrative Entity and Fiscal Agent (hereinafter "HCJFS") and Na	me of Provider, (Hereinafter
"Provider") with an office at XXXXXXXXXX, whose telephone num	nber is (513) XXX-XXXX for
the purchase of Workforce Investment Act ("WIA") Youth Foster C	are Services.

HCJFS has been designated as the Administrative Entity and Fiscal Agent pursuant to an Intergovernmental Agreement effective July 1, 2004 between the BOCC and the City Council of the City of Cincinnati, Ohio.

1. TERM

The Contract term shall commence on <u>07/01/2012</u> or the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio, whichever is later and shall expire on <u>06/30/2014</u> (Initial Term) unless otherwise terminated or extended by formal agreement.

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

This Contract may be renewed, at the option of Area 13 for one (1) additional one (1) year term (the "Optional Renewal Term"). The total amount of the Optional Renewal Term shall not exceed \$000,000.00 over the life of Optional Renewal Term. Area 13 shall give the Provider written notice at least ninety (90) days prior to the expiration of the Initial Term, of its intention to enter into the Optional Renewal Term.

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 Workforce Investment Act (WIA) Youth Foster Care services as more particularly described in Exhibit I, Request for Proposal, and Exhibit II, Provider's Proposal. The parties agree that a billable unit of service is defined in Exhibit I – Request for Proposal.

- 1. Exhibit I Request for Proposal;
- 2. Exhibit II Provider's Proposal;
- 3. Exhibit III Budget;
- 4. Exhibit IV WIA Youth Services Monthly Expenditure Report; and
- 5. Exhibit V Release of Personnel Records and Criminal Records Check

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 V Payment Structure
- 3. Exhibit III Budget; and
- 4. Exhibit II Provider's Proposal

C. PROVIDER RESPONSIBILITY

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

Provider agrees that it will not be paid/reimbursed for any service or expenses for which Provider has not maintained the proper records and documentation. Provider agrees that this provision also applies to records and documentation which are the subject of any audit. For purposes of this Contract "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 date of the service.

- 2. Area 13 reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish Area 13 with reports as requested. Area 13 may exercise this right without a Contract amendment. Area 13 reserves the right to withhold payment until such time as the requested and/or required reports are received.
- 3. Provider must report financial, Consumer, and performance data in accordance with instructions supplied by Area 13. Financial reports must include any income or profits earned, including such income or profits earned by subrecipients, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

- 4. Provider must report expenditures and program income, including any profits earned, on the accrual basis of accounting and cumulative by fiscal year of appropriation. If the Provider's accounting records are not normally kept on the accrual basis of accounting, the Provider must develop accrual information through analysis of the documentation on hand.
 - 5. Provider agrees to work with the Southwest Ohio Regional Workforce Investment Board (the "SWORWIB") consistent with the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed by and between the Board of County Commissioners, Hamilton County, Ohio and the City of Cincinnati effective July 1, 2004.
- 6. The Provider agrees that the compensation amount in Section 3, BILLING AND PAYMENT is the full payment for service. No fees or additional cost shall be charged to any WIA youth for the Contract service without the express approval of Area #13. Such approval must be made by way of a Contract amendment.

D. SUBRECIPIENT

Provider is designated as a "subrecipient" as referenced by ODJFS' rule OAC 5101:9-1-88. As such, Provider will have some of the same restrictions and requirements as the federal, state, and local government/organizations. The auditing standards set forth in Office of Management and Budget Circular A-133.210(b) budgeting protocols, and federal budget/cost guidelines are all applicable to the subrecipient entity. Subrecipients will be monitored according to Office of Management and Budget Circular A-133.400(d)(3) and Office of Management and Budget Circular A-102.40 (a).

Provider agrees that it will pay HCJFS the full amount of any funds which HCJFS is required to repay to any federal or state entity due to Provider's failure to properly perform its obligations consistent with the terms and conditions of this Contract.

3. BILLING AND PAYMENT

- A. Expense Reimbursement For services rendered during this Contract, Provider shall be reimbursed for One Hundred Percent (100%) of its incurred expenses. Notwithstanding the above, such expense reimbursement shall be limited to those expenses set forth in Exhibit III Budget, for which Provider has submitted proper verification as a part of its invoice. Provider agrees that it will not be reimbursed for any expense in an amount greater than set forth in exhibit III Budget for such expense or time period set forth on such exhibit.
- B. Billing and Payment Original invoices, signed by Provider, will be sent each month to HCJFS, acting as the Fiscal Agent for Area 13, within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

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

- 1. HCJFS, acting as the Fiscal Agent for Area 13, will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
- 2. For accurate invoices which are received timely, HCJFS, acting as the Fiscal Agent for Area 13, 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. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. All invoices must contain backup documentation to allow HCJFS to verify all expenses set forth on such invoice. Proper expense documentation includes copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on invoice.
- C. Provider will indicate the purchase order and vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
 - 1. bad debt or losses arising from uncollectible accounts and other claims and related costs:
 - 2. bonding costs:
 - 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 - 5. entertainment costs for amusements, social activities and related costs;
 - 6. costs of alcoholic beverages;
 - 7. goods or services for personal use;
 - 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 - 9. gains and losses on disposition or impairment of depreciable or capital assets;
 - 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 - 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 - 12. losses on other contracts;
 - 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 - 14. costs related to legal and other proceedings;

- 15. goodwill;
- 16. asset valuations resulting from business combinations;
- 17. legislative lobbying costs;
- 18. cost of organized fund raising;
- 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
- 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
- 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
- 23. major losses incurred through the lack of available insurance coverage; and
- 24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
- F. Provider warrants that claims made to Area 13 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

Provider agrees that it is responsible for determining eligibility for WIA Youth Services under the Title IB Youth Allocation in accordance with the rules and regulations set forth in the WIA legislation. A participant is defined in federal statute, and in this contract as "An individual who has been registered pursuant to 20 CFR 663.105, has been determined eligible and is receiving services (except for follow up services) under a program or activity authorized by Title I of the Workforce Investment Act of 1998."

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 Area 13 or HCJFS, Acting as Fiscal Agent for Area 13, by Provider, along with copies of all deliverables submitted to Area 13 or HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by Area 13 and/or 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 Area 13. 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 Area 13.
- 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, Area 13 is not making any guarantees or other assurances as to the extent, if any, that Area 13 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 Area 13 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 Area 13, 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 Area 13 and its respective officers and employees, Hamilton County Board of County Commissioners, employees of Hamilton County or the City of Cincinnati 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 Area 13. Provider may not subcontract any of the services agreed to in this Contract without the express written consent of the Area 13. 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 Area 13. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract, including the insurance requirement in which The City of Cincinnati, the Southwest Ohio Region Workforce Investment Board, the Hamilton County Board of County Commissioners, the Hamilton County Department of Job and Family Services 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. (Delete the next sentence if subcontractors are not used) Area 13 acknowledges and agrees that the following subcontractors may perform services in relation to this Contract:

1.

2.

Not withstanding 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 Area 13 prior written consent, is grounds for Area 13 to terminate this Contract with one (1) day prior written notice. Provider must notify Area 13 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 Area 13 with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify Area 13 of subcontractor's termination and shall make recommendations to Area 13 of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of Area 13. 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 Area 13 or 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

A. Termination for Convenience

1. By Area 13:

This Contract may be terminated by Area 13 upon notice, in writing, delivered upon Provider Thirty (30) calendar days prior to the effective date of termination.

2. By Provider:

This Contract may be terminated by Provider upon notice, in writing, delivered upon Area 13 Thirty (30) calendar days prior to the effective date of termination.

B. Termination for Cause by Area 13

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, Area 13 may consider Provider in default. Area 13 agrees to give Provider thirty (30) days written notice specifying the nature of the default. Provider shall have seven (7)

calendar days from receipt of such notice to provide a written plan of action to Area 13 to cure such default. Area 13 is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Area 13 disapproves such plan, Area 13 has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan, then Area 13 may terminate this Contract at the end of the (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or Area 13 may have under this Contract.

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

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; and v) any other event that Area 13 deems harmful to the well being of a Consumer; Area 13 may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

C. Effect of Termination

- 1. Upon any termination of this Contract, Provider shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, Area 13 shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.
- 2. Provider, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as Area 13 may require.

Provider shall not be relieved of liability to Area 13 for damages sustained by Area 13 by virtue of any breach of the Contract by Provider. Area 13 may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due Area 13 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 AND EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, Provider and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Provider agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Provider will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.
- B. Provider agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Provider will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Provider.
- C. Provider will incorporate the foregoing requirements of this Section in all of its subcontracts.
- D. Provider agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

ATTACHMENT B 16. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any Area 13 consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5151:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

17. PROVIDER SOLICITATION OF AREA 13 EMPLOYEES

Provider warrants that for one (1) calendar year from the beginning date of this Contract with HCJFS, Provider will not solicit Area 13 employees to work for Provider. The term "Provider" includes all Provider staff.

18. 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 Area 13, HCJFS or its Board of County Commissioners.

19. 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 an Area 13 employee, employee's business, or any business relationship or financial interest that an Area 13 employee has with Provider or in Provider's business.

20. 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.

21. NO ADDITIONAL WAIVER IMPLIED

If Area 13 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.

22. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to Area 13 and/or consumers of Area 13 concerning the confidentiality of Area 13's consumers. Provider understands that any access to the identities of any Area 13 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 Area 13 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.

23. 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 Area 13 the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that Area 13 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. Area 13 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.

Area 13 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 Area 13 a copy of Provider's most recent annual report, most recent annual independent audit report and any report associated management letters.
- C. Area 13 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.

24. WARRANTIES AND REPRESENTATIONS

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 at all times during the contract term, Provider shall maintain in good standing, any license or certification required for Provider's performance in carrying out the terms of this Contract. Additionally, Provider shall immediately notify Area 13 of any action, modification or issue relating to said licensure or certification.

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.

25. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of Area 13, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, Area 13 reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or

2. Issue a notice of intent to terminate the Contract.

Area 13 will notify Provider at the earliest possible time of such decision. No penalty shall accrue to Area 13 in the event either of these provisions is exercised. Area 13 shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

26. 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 Area 13's 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.

27. COORDINATION

Provider will advise Area 13 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 Area 13 for the benefit of this and other agencies within the community.

28. 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.

29. 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, Area 13 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.

30. 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.

31. 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 Area 13 consumers.

32. 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 Area 13 Communications Director, unless Provider is required to release requested information by law. Area 13 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 Area 13 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 Area 13 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 Area 13 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.

33. AMENDMENTS

This writing constitutes the entire agreement between Provider and Area 13 with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and Area 13; however, it is agreed by Provider and Area 13 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 Area 13 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.

34. INSURANCE

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-: VII. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement;
 - 2. Product liability;
 - 3. Blanket contractual liability;
 - 4. Broad form property damage;
 - 5. Severability of interests;
 - 6. Personal injury; and
 - 7. Joint venture as named insured (if applicable).

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

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

general and business auto primary policies and containing the following coverage:

- 1. Additional insured endorsement:
- 2. Pay on behalf of wording;
- 3. Concurrency of effective dates with primary;
- 4. Blanket contractual liability;
- 5. Punitive damages coverage (where not prohibited by law);
- 6. Aggregates: apply where applicable in primary;
- 7. Care, custody and control follow form primary; and
- 8. Drop down feature.

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

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
 - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
 - 4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

- 5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 6. If Provider provides insurance coverage under a "claims-made" basis, Provider 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 claimmade policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.
- 7. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
- 8. Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.
- 10. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

35. 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, Area 13 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.

36. SCREENING AND SELECTION

A. Criminal Record Check:

Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit V, to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

1. an annual satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio:

- 2. an annual satisfactory BMV transcript from the individual's state of residence; and
- 3. a current and valid driver's license.

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

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

C. Verification of Job or Volunteer Application

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

37. 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, Area 13 will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify Area 13, Area 13 reserves the right to immediately suspend payment and terminate the Contract.

38. GRIEVANCE PROCESS

Provider will notify Area 13 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.

39. PROPERTY OF AREA 13

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 Area 13 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 Area 13 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 Area 13 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. Area 13 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 Area 13, then Provider agrees to and by executing this Agreement hereby does assign to Area 13 all worldwide rights, title, and interest in and to the Deliverables. Area 13 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.

40. 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 Area 13 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.

41. 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 Area 13 within one (1) business day should a finding for recovery occur during the Contract term.

42. 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 Area 13 for an alternative Provider.

43. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with Area 13, 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.

44. NON-RESTRICTION

Provider agrees that in the event this Contract is terminated, whether for convenience or breach, Area 13 will not be restricted in any manner from contracting directly with any or all of the providers/partners involved in this project. Provider shall not include language in any subcontracts that prohibits or restricts said contractors from working with Area 13, in any capacity.

45. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Lisa Willwerth	946-2392	Contract Services	Contract changes, contract
			language, Contract budget, audits
Dawn Shorten	946-	Fiscal	Billing and payment
		Area 13 Workforce	
		Investment Board,	
		Youth Services	
Kevin Holt	946-1840	Workforce	TBA
		Development	

46. 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).

47. 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).

48. CONTRACT CLOSEOUT

At the discretion of Area 13, 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 Area 13 in accordance with contract requirements.

49. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall provide the applicable <u>notarized</u> 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 Area 13 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.

50. DISPUTE RESOLUTION

Both Area 13 and Provider agree to make every reasonable effort to resolve any dispute.

Any dispute may be brought forward by either party to the other in form of a written Notice of Dispute. Such notice shall state the facts surrounding the claim, together with its character and scope. Such notice shall also include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. Such Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows.

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

Step 1

Representative for Area 13: WIA/Workforce Development Program Manager

Representative for Provider: WIA Local Coordinator

If an agreement cannot be reached during Step 1, the grieving party may elevate the dispute to Step 2.

Step 2

Representative for Area 13: WIA Project Manager

Representative for Provider: WIA Local Manager

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3.

Step 3

Representative for Area 13: Welfare Reform Executive

Representative for Provider: Executive Director

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

51. DECLARATION OF PROPERTY TAX DELINQUENCY

As part of its submitted proposal, Provider completed a <u>notarized</u> Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment F to Exhibit nn, Provider's Proposal.

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

52. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

Provider affirms that Provider, its principals, affiliated groups, or persons with a controlling interest in Provider's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

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

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

53. WIA RULES AND REGULATIONS

Provider acknowledges that funding for this Contract is provided pursuant to the Workforce Investment Act (WIA). Provider agrees to accommodate all reasonable requests by Area 13 in complying with any rules, regulations, and pronouncements required by federal and state officials in their administration of the WIA. Provider further agrees to follow all federal and state rules and regulations applicable to the WIA and subrecipients of WIA funding.

54. QUALIFICATIONS TO CONDUCT BUSINESS

Provider affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at anytime during the Agreement period Provider, for any reason, becomes disqualified from conducting business in Ohio, Provider will immediately notify Area 13 in writing and will immediately cease performance of the activities set forth in the Contract.

55. UNFAIR LABOR PRACTICES

Provider affirms that neither Provider nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify Provider as having more than one (1) unfair labor practice contempt of court finding.

56. MISCELLANEOUS PROVISIONS

A. If applicable, Provider agrees to comply with the provisions of the Davis-Bacon Act (40 U.S>C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

- B. If applicable, Provider agrees to comply with the provisions of the Hatch Act (U.S.C. 15011508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- C. If any Contract activities call for services to minors, Provider agrees to comply with the Pro-Children Act of 1994; Public Law 103-227 that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

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

SIGNATURES

Provider or Authorized Representative:		
Title:		Date:
By:	Date:	
By: County Administrator Hamilton County, Ohio		
Recommended By:		
Moira Weir, Director Hamilton County Department of Job & Fa	Date:amily Services	
Approved By:Mayor of Cincinnati/Chief Ele	Date: ected Official	
Recommended by: Workforce Investment Board P		
Approved as to form:		
By:Prosecutor's Office Hamilton County, Ohio	Date:	
		Prepared By: Checked By: Approved By:

HCJFS CONTRACT BUDGET INSTRUCTIONS

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

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

1) Fax:

Fax: (513) 946-2384

2) E-mail:

HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

3) Mail:

Contract Services
Hamilton County Department of Job & Family Services
222 East Central Parkway, 3rd Floor
Cincinnati, OH 45202

PAGE 1 - SUMMARY PAGE

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

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

Mgmt Indirect Cost

AGENCY: (Enter legal name of your agency)

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

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

HCJFS CONTRACT BUDGET

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: (Enter nar	(Enter Begin Date of Budget) TO (Enter End Date of Budget)					
IN	IDICATE NAME OF	SERVICE IN APP	ROPRIATE COLUMN	J RFI OW		
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(-)	T (*)	[(*)	
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						
**ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED: **TOTAL PROGRAM EXPENSES / TOTAL UNITS OF SERVICE = UNIT RATE/COST PER YOUTH: **Contract is a cost reimbursement con	tract, howeve	or JFS would s	\$still like to see	**UNIT= Youth	`	,
	•			1 ,		
TOTAL REVENUE*						

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

Instructions:

Column 1: Description of expenses by type.

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

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

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

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

PAGE 2 - SECTION A - STAFF SALARIES

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

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

2

Instructions:

- Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as "Other Personnel".
- Column 2: Indicate the number of staff for the position title identified in Column 1.
- Column 3: Indicate the number of hours each staff will work each week for the proposed service.
- Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as "Other Personnel", you may enter the sum of the salaries.
- Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.

- Column 8: Enter the salary costs that are indirectly associated with the service being proposed.
- Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.
- Column 10: Column 10 is the sum of Columns 5 through 9.

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

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

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

3

Instructions:

- Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".
- Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.
- Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.

Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in

Column 1 by the Total Salary for Other Dir Serv on Page 2.

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

PAGE 3 - SECTION C - PROFESSIONAL FEES & CONTRACTED SERVICES

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

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

Instructions:

Column 1: List all professional fees and contracted services.

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

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

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

proposed.

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

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

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

Instructions:

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

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

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

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

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

PAGE 4 - SECTION E – OCCUPANCY COSTS

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

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

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

Instructions:

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

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

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

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

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

Other – List separately any other costs associated with occupancy.

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

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

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

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

PAGE 5 - SECTION F - TRAVEL COSTS

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

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

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

Instructions:

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

5

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

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

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

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

PAGE 5 - SECTION G - INSURANCE COSTS

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them

along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

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

5

Instructions:

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

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

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

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

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

PAGE 6 - SECTION H – EQUIPMENT COSTS

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

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES H. EQUIPMENT COSTS	(Enter Name of Proposed Service)	(Enter Name of Add'1 Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
TOTAL SMALL EQUIPMENT COSTS EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						
TOTAL EQUIPMENT & REPAIR EQUIPMENT LEASE COSTS (DETAIL)						
TOTAL LEASE COSTS TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7) TOTAL EQUIPMENT COSTS		6				

Instructions:

Column 1: List of equipment costs by expense type.

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

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

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

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

PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, e.g. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any items of equipment used by the Management Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

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

7

Instructions:

Column 1: Enter item to be depreciated.

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

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

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

Column 7: Enter useful life per IRS guidelines.

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

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

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

Column 11: Enter name of service proposed.

PAGE 8 – SECTION I - MISCELLANEOUS COSTS

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

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

8

Instructions:

Column 1: List miscellaneous costs separately.

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

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

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

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

PAGE 8 - SECTION J - PROFIT MARGIN

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

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

8

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

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

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

8

PAGE 9 - SECTION L through SECTION N - DIRECT CLIENT EXPENSES

This is the subtotal of Sections L, M, and N and the grand total of all Expenses for operating this program.

PAGE 10 - REVENUE BY PROGRAM SERVICES

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

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

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

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

Instructions:

Column 1: List funding sources.

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

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

9

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

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

HCJFS CONTRACT BUDGET

AGENCY:			BUDGET PREPARE	ED FOR PERIOD		
NAME OF CONTRACT PROGRAM:				то		
	INDICATE NAMI	E OF SERVICE IN A	APPROPRIATE COI	LUMN BELOW		
	(Insert Program)	(Insert Program)		TOTAL WIA	OTHER DIRECT	TOTAL
EXPENSES BY PROGRAM SERVICES	ADMIN	PROGRAM	MGMT INDIRECT	EXPENSE	SERVICES	EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT						
INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS						0.00
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
L. INCENTIVES	0.00	0.00	0.00	0.00	0.00	0.00
M. TUITION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
N. SUPPORT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00
	-					
ESTIMATED TOTAL OF YOUTH TO BE ENROLLE	<u>D</u>			•		
				COST PER YOUT	<u>`H=</u>	
GRAND TOTAL/TOTAL YOUTH ENROLLED =	7					
UNIT COST:	#DIV/0!	#VALUE!	#VALUE!			
UMI COSI.	<u> </u>	# VILUL:	II VILUL:	I		
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost	(Insert Program) ADMIN	(Insert Program)	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT	TOTAL EXPENSE
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
					·				0.00
TOTAL SALARIES			0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	(Insert Program) ADMIN	(Insert Program)	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
	ADMIN	r rogram)	MGMI INDIKECT	EALENSE	SERVICES	TOTAL EAFENSE
B.PAYROLL TAXES						
FICA %						0.00
WORKER'S COMP. %						0.00
UNEMPLOYMENT %						0.00
BENEFITS						
RETIREMENT						0.00
HOSPITAL CARE						0.00
OTHER (SPECIFY)						0.00
						0.00
		•				
TOTAL EMPLOYEE PAYROLL TAXES &		•				
BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00

Employee Payroll Taxes & Benefits Narrative.
Please type narrative here.

C. PROFESSIONAL FEES & CONTRACTED	(Insert Program)	(Insert		TOTAL WIA	OTHER DIRECT	
SERVICES (Indicate type, function performed, and	ADMIN	Program)	MGMT INDIRECT	EXPENSE	SERVICES	TOTAL EXPENSE
						0.00
						0.00
						0.00
						0.00
TOTAL PROFESSIONAL FEES & CONTRACTED						
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00

Professional Fees & Contracted Services Narrative Please type narrative here.

EXPENSES BY PROGRAM SERVICES	(Insert Program) ADMIN	(Insert Program) PROGRAM	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						0.00
CLEANING						0.00
PROGRAM						0.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
TOTAL CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00

Consumable Supplies Narrative
Please type narrative here.

	(Insert Program)	(Insert Program)	MGMT	TOTAL WIA	OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	ADMIN	PROGRAM	INDIRECT	EXPENSE	SERVICES	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ PER SQ. FT.						0.00
USAGE ALLOWANCE OF BLDG. OWNED @2%						
OF ORIG. ACQUISITION COST						0.00
MAINTENANCE & REPAIRS						0.00
UTILITIES (MAY BE INCLUDED IN RENT)						
HEAT & ELECTRICITY WATER						0.00
TELEPHONE						0.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
TOTAL OCCUPANCY COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Occupancy Costs Narrative Please type narrative here.

	(Insert Program)	(Insert Program)	MGMT	TOTAL WIA	OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	ADMIN	PROGRAM	INDIRECT	EXPENSE	SERVICES	TOTAL EXPENSE
F.TRAVEL COSTS						
GASOLINE & OIL						0.00
VEHICLE REPAIR						0.00
VEHICLE LICENSE						0.00
VEHICLE INSURANCE						0.00
OTHER (PARKING)						0.00
MILEAGE REIMBURSE.@ PER MILE						0.00
CONFERENCES & MEETINGS, ETC.						0.00
PURCHASED TRANSPORTATION						0.00
TOTAL TRAVEL COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Travel Costs Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	(Insert Program) ADMIN	(Insert Program) PROGRAM	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						0.00
PROPERTY						0.00
ACCIDENT						0.00
OTHER						0.00
TOTAL INSURANCE COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Insurance Costs Narrative

Please type narrative here.

	(Insert Program)	(Insert Program)	MGMT	TOTAL WIA	OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	ADMIN	PROGRAM	INDIRECT	EXPENSE	SERVICES	TOTAL EXPENSE
H.EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under						
\$5,000.00, which are to be purchased during budget						
period should be listed)						
						0.00
						0.00
						0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR						
(DETAIL)						0.00
						0.00
						0.00
TOTAL HOLIDAY A DEDAM						0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
						0.00
						0.00
TOTAL LEAGE COCTEG	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LEASE COSTS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00			
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)

Please type narrative here.

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 full 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.

101 WHICH COSES are Hichard	u III tiiis	buaget mast a	iso be itemize	a on this since	i. II niceaca, can	a copies im	ay be made and nam	Dereu 111, 1D, e		
								*PERCENT	AMOUNT	
	NEW		TOTAL				CHARGEABLE	USED BY	CHARGED TO	WHICH
ITEM(S) TO BE	OR	DATE OF	ACTUAL	SALVAGE	TOTAL TO	USEFUL	ANNUAL	CONTRACT	CONTRACT	CONTRACTED
DEPRECIATED	USED	PURCHASE	COST	VALUE	DEPRECIATE	LIFE	DEPRECIATION	PROGRAM	PROGRAM	PROGRAM
			0.00	0.00	0.00	0	0.00	100.00%	0.00	
			0.00	0.00			0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total	1		0.00		0.00		0.00		0.00	

EXPENSES BY PROGRAM SERVICES	(Insert Program) ADMIN	(Insert Program) PROGRAM	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
I.MISCELLANEOUS COSTS						
						0.00
						0.00
						0.00
						0.00
						0.00
TOTAL MISCELLANEOUS COSTS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN (For profit entities only)						0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT				•		
INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00

Miscellaneous Costs Narrative.

Please type narrative here.

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency.

Mgmt/Indirect Cost Narrative.

Please type narrative here.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

EXPENSES BY	(Insert	(Insert			OTHER	
PROGRAM	Program)	Program)	MGMT	TOTAL WIA	DIRECT	
SERVICES	ADMIN	PROGRAM	INDIRECT	EXPENSE	SERVICES	TOTAL EXPENSE
L. INCENTIVES						
						0.00
						0.00
M. TUITION						0.00
						0.00
						0.00
N. SUPPORTIVE						
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
		·				
GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00

- L. Please type narrative here
- M. Please type narrative here
- N. Please type narrative here

	(Insert Program)	(Insert		TOTAL WIA	OTHER DIRECT	
REVENUES BY PROGRAM SERVICES	ADMIN	Program)	MGMT INDIRECT	EXPENSE	SERVICES	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify						
agency & type)						
						0.00
						0.00
						0.00
B.OTHER FUNDING						
FEES FROM CLIENTS						0.00
CONTRIBUTIONS						0.00
						0.00
						0.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
		•				0.00
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00

Revenue Narrative

Please type narrative here.

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 6/05)

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

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

ITE	M	EXPLANATION
	Other Provider certifications Reviewed and accepted:	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. This information is used to determine the financial
b c d e	Most recent annual indep. audit or comparable financial documents; audit management letter, if applicable; SAS61 (auditor's communication to the board's audit committee), if applicable; most recent 990 and Schedule A; most recent federal income tax return; written internal financial controls.	status of an agency. Things to look for are: 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
	sole proprietor;corporation (for profit);government agency;	The filing status is important because of filing and tax conditions which are unique to each category.

- 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'al. 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.

Copies of all the documents must be received prior to contract signing.

- 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 names, 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?

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.

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 the Provider manage cash flow during the first 3 months of the contract?

- 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 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time.
- 7. When applicable, review 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 within the last 12 mons.
- 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.
- 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.

This section is to identify potential problems for the program area in client access of service.

- 9. Interior Public Areas
 - a. indicate general impression of appearancecleanliness, 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.
- 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?

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.

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.

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

ITEM	EXPLANATION
Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff is 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?

Hamilton County Department of Job and Family Services Provider Certification Document

<u>Section A. Program Identifying Information</u> - 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.

ation, necessing of endorsement of a provider program of agency.

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;			
o. Jou descriptions for all start in program oddget;			

c. insurance with the correct amount, type of		
coverage and add'al. 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?		
7 1 1 5		
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 .		
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?		
5 4 F0		
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'o	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)

Declaration of Property Tax Delinquency (ORC 5719.042)

, hereby affirm that the Proposing Organization				
, is	S	_ / is not	(check	
oposal with an	y del	inquent pro	perty taxes on	
e County of Ha	ımilte	on.		
the payment o	f pro	perty tax, th	ne amount of	
ue and unpaid i	intere	est is		
inty, personally	y app	eared		
zed signatory f	or th	e Proposing	Organization	
regoing and tha	at the	information	n provided	
e and belief.				
my hand and s	eal o	f my office	at	
day of		20	_•	
Notarv	Publ	ic		
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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 N	IAME			MIDDLE INITIAL
HOME ADDRESS						
CITY	STATE			ZIP	COUNTY	
HOME PHONE			WORK PH	ONE		

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

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CHY	SIAIE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code				
For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.				
1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion				
List?				
☐ YES ☐ NO				
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?				
JYES JNO 3. Have you knowingly solicited funds or other things of value for an organization on the U.S.				
Department of State Terrorist Exclusion List?				
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?				
LI YES LI 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.				
<u>X</u>				
Signature Date				



222 East Central Parkway • Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000 **General Information TDD:** (513) 946-1295

FAX: (513) 946-2250 www.hcjfs.org www.hcadopt.org www.hcfoster.org

Employer Name:					
Employee Name:					
Employee					
Address:					
Authorization		Expiration			
Date:		Date:			
RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS Whereas R.C. 2151.86 requires the Hamilton County Department of Job and Family Services (HCJFS) to obtain a criminal records check on each employee and volunteer of a HCJFS Provider who is responsible for a consumer's care during service delivery, and Whereas HCJFS, and HCJFS' funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record checks of Providers' employees who are responsible for a consumer's care during service delivery, and NOW THEREFORE					
TOW THERES ORD					
I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records checks. This authorization is valid for this, and the three subsequent fiscal years of HCJFS.					
a:		ъ.			
Signature Date					
A. Criminal Pacard Charle					

A. Criminal Record Check

Provider shall comply with R.C. Sections 2151.86 and 5153.111. Generally these require that every employee or volunteer of Provider who has contact with a Consumer have an effective criminal record check. Notwithstanding the aforesaid, an employee or volunteer, without an effective criminal record check, may have contact with a Consumer if he/she is accompanied by an employee with an effective criminal record check. As used in this section an "effective criminal record check" is a criminal record check performed by the Ohio Bureau of Criminal Identification and Investigation, done in compliance with ORC 2151.86, which demonstrates that the employee or volunteer has not been convicted of any offense listed in R.C. Section 2151.86(C).

REGISTRATION FORM

RFP: SC0112-R, WIA Youth Services, February, 2012

All inquiries regarding this RFP are to be in writing and are to be mailed, email or faxed to:

Sandra Carson
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384

Email: carsos01@jfs.hamilton-co.org

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

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the Provider's Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **March 8, 2012**.

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING PROVIDERS CONFERENCE:	
SIGNATURE:	

Registration helps insure that providers will receive any addenda to or correspondence regarding this RFP in a timely manner. The HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.

Please fax this completed page to HCJFS Contract Services at (513) 946-2384.