



**Board of Commissioners:**  
Greg Hartmann, David Pepper, Todd Portune  
**County Administrator:** Patrick J. Thompson  
**Director:** Moira Weir

**REQUEST FOR PROPOSALS**  
  
***FOR***  
  
**SUBSIDIZED EMPLOYMENT PROGRAM**

**RFP MB1309R**

**Issued by**

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

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(November, 2009)**

***Due Date for Proposal Registration: November 13, 2009***

***Due Date for Proposal Submission: November 16, 2009***

**Where: Hamilton County Job & Family Services**

**222 E. Central Parkway**

**3<sup>rd</sup> Floor**

**Cincinnati, OH 45202**

**Time: 11:00 a.m.**

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# **REQUEST FOR PROPOSAL (RFP)**

## **FOR**

### **SUBSIDIZED EMPLOYMENT PROGRAM**

#### **MISSION STATEMENT**

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

#### **1.0 REQUIREMENTS & SPECIFICATIONS**

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

The Hamilton County Department of Job and Family Services (HCJFS) is the designated recipient of Temporary Assistance to Needy Families (TANF) under Ohio Works First (OWF) for Hamilton County. The purpose of this Request for Proposal (RFP) is to solicit employment placement services for individuals in Hamilton County who are eligible for OWF through a Subsidized Employment Program (SEP).

Eligible Vendors per Title IV-A of the Social Security Act and specifically, Chapter 5108 of the Revised Code and Ohio Administrative Code (OAC) section 5101:1-3-16 (A) (2) may fall within any of the following categories:

- Established Community-based organizations (CBO)
- Public Agencies
- Private For-Profit Businesses
- Private Non-Profit Businesses
- Educational Entities

This is an open and competitive procurement process. All Vendors must demonstrate the existing expertise, capability and capacity to serve this target population in Hamilton County. They must demonstrate the capacity and commitment to operate in a continuous improvement mode guided by customer needs, satisfaction, and success.

**Funding is not available to allow for training of an inexperienced Vendor.**

**Selection Criteria:**

HCJFS will select one or more Vendors to contract with based on the merits of each proposal. Given the unique nature of this funding source, we will prioritize vendor's demonstrated readiness to quickly begin services, vendor's ability to act with little support from HCJFS to manage these services and funds, and the fullness of each proposal. We will have little time to negotiate fuller terms and conditions.

## **1.2 Scope of Service**

### **Type of Proposals Requested**

Vendors' subsidized employment and employer subsidy programs must be employer friendly and beneficial to the Ohio Works First (OWF) eligible individuals accepting the subsidized employment, leading the participant to self-sufficiency. Program services must be available to be provided at the subsidized employer location during the employer's work hours. Vendors will be required to follow established Federal, State and local policies and procedures for Subsidized Employment Program (SEP), Prevention, Retention and Contingency (PRC) Employer Subsidy Programs, and Federal, State and local employment laws.

### **1.2.1 Population**

#### **Target Populations**

Hamilton County Job & Family Services (HCJFS) is requesting proposals that speak specifically to serving Ohio Works First (OWF) eligible and diversion cases. This scope may be amended with mutual consent to include families under 150% of poverty if necessary to meet service volume.

### **1.2.2 Service Components**

HCJFS is soliciting proposals to deliver Subsidized Employment Program services to eligible individuals in compliance with the state policy excerpt below and the remaining terms defined in this Request for Proposal (RFP).

**State Policy:**

(A) TANF Employer Subsidy

(1) The purpose of TANF employer subsidy programs is to provide eligible individuals an opportunity to obtain employment and provide employers an incentive to hire participants who are in need of benefits and services to overcome barriers to employment.

(2) Public, private non-profit, and private for profit employers are eligible to participate in TANF employer subsidy programs.

(3) Employers participating in TANF employer subsidy programs shall receive a subsidy for a specific period of time to assist in the cost of hiring and providing training to the participant.

(4) The subsidized job position may be full or part time. "full time" and "part time" is defined by the employer.

(5) Participants in a subsidized job shall be considered regular, permanent employees of the employer. They shall be paid the same rate as other employees doing similar work and shall be entitled to the same employment benefits and opportunities for advancement and affiliations with employee organizations that are available to other regular employees of the employer.

(6) The contract program Vendor and the participant shall enter into a written contract with the employer.

(a) The contract shall be written effective with the first day of employment.

(b) The contract shall specify the number of hours of employment and the number of months of employer subsidy.

(c) The contract shall specify the amount of the monthly subsidy the

employer will be receiving. It is recommended that this amount not exceed fifty per cent of the wages paid by the employer.

(7) The subsidy program shall include the expectation of continuing employment with the participating employer after the subsidy expires or a placement component that leads to employment with another employer after the subsidy expires. The expectation of employment may be contingent upon the participant's successful completion of any probationary or training period specified in the contract and abiding by the employer's rules and regulations.

#### (B) Vendor Requirements

(1) The vendor shall work with the employer to determine the requirements for the subsidized job and screen participants for placement with the employer.

(2) The vendor shall track the subsidy payments to the employer and monitor the participant's progress in employment during the subsidy period.

(3) Subject to the availability of funds, the vendor shall provide support services the vendor determines to be necessary to assist the participant in obtaining or maintaining employment with the employer.

#### (C) Participants

(1) Ohio Works First (OWF) assistance groups who are participating in the subsidized employment program (SEP) pursuant to rule [5101:1-3-12.2](#) of the Administrative Code and subsequently become ineligible for OWF may potentially continue to be eligible for a PRC employer subsidy provided that:

(a) The CDJFS has designated the employer subsidy as a PRC service under the county's PRC plan and the individual is otherwise eligible in accordance with the requirements of Chapter 5108. of the Revised Code; and

(b) The individual is still working for the SEP employer and the terms of the original contract are met.

(2) An individual who is not in receipt of OWF may potentially be eligible for

an employer subsidy provided that the CDJFS has designated the employer subsidy as a PRC service under the county's PRC plan and the individual is otherwise eligible in accordance with the requirements of Chapter 5108 of the Revised Code.

### **Partnerships**

HCJFS encourages partnering and collaboration to deliver the most effective services to have the greatest possible community impact. In addition, coordination of services requires the collaboration of the Vendor with HCJFS and the Work Participation Vendor (currently Talbert House/Community Link).

Partnerships and collaboration are of secondary interest in this RFP. Our primary interest is each Vendor's ability to comply with requirements related to independently identifying eligible consumers, tracking, documenting and reporting countable work activities to Community Link in a timely and reliable manner, and securing contracted outcomes. Neither Community Link or HCJFS have resources to contribute to collaborative efforts, partnerships, or work-flows outside of the normal work associated with monitoring any other consumer identified work-site. Collaborative efforts or partner based RFP responses are acceptable, however, in any such proposal, one agency must act as the party with authority and responsibility for billing, scope, reporting, audits, and negotiation.

### **Employer Connections**

Vendors shall have or will establish links to local job development organizations for information about employment opportunities. It is strongly recommended that the Vendor also coordinate service provision with the local One Stop job development/employment placement unit called Super Jobs Employer Services Unit.

### **Outreach and Recruitment:**

Selected vendors shall be required to identify their own eligible service populations. Vendors will be asked to identify, in their response a strategy to quickly and consistently access a population of verifiably eligible SEP consumers. Vendors will not be able to rely on any particular volume or frequency of referrals from HCJFS or existing HCJFS affiliated



service Provider. Vendors will be able to anticipate expedited verification of current documented eligibility status from HCJFS. Vendors will be able to anticipate that active and successful SEP placements will be honored as fulfilling work participation mandates after minimally required documentation of assignment and activity is received.

Funds are available for costs that are incurred both in compliance with contract terms, and between 12/1/2009 and 9/30/2010. Direct Subsidized Employment Program (SEP) services to consumers must begin no later than 12/1/2009 regardless of the final contract signature date.

**Reporting:**

Selected vendor(s) shall be required to complete outcome reports developed or revised by HCJFS or ODJFS throughout the life of any SEP contract. Reporting elements will include, but not be limited to volumes placed, placement retention, costs incurred, employers served, and completed Employment Verification Forms (HCJFS 2775).

Selected vendors will be obliged to provide regular, timely, and formatted participation documentation to Community Link as required to fulfill work participation mandates for each OWF customer served.

**Staffing:**

Adequate proposals shall include, among the other items specified in this RFP, one full time staff person dedicated exclusively to this project and responsible to HCJFS for compliance, reporting, and billing adequacy associated with this contract.

**Employer requirements:**

Vendor shall recruit employers willing to participate in the Subsidized Employment Program.

In addition to the more general employer requirements identified under the “State Mandates” portion of this RFP, no SEP participant may be engaged in any full or part time SEP assignment that is anticipated to generate less than \$700 in gross monthly income for that consumer.

**Services for the candidates eligible for Subsidized Employment and PRC Employer Subsidy Program:**

Vendor shall provide services that will support eligible individuals in obtaining and retaining employment. These fundable services are limited to:

- Payments to employers to cover wages, fringe benefits, and medical benefits
- Recruitment and development of employers to participate in the program
- Supervision of the program
- The cost of work supports provided top SEP participants including
  1. Uniforms, tools, licensure
  2. Work related training
  3. Case management

**Services for the Employers participating in the Subsidized Employment Program:**

Vendor shall work with the employer to determine the requirements for the subsidized job and screen participants for placement with the employer. Vendor shall enter into a contract with the eligible OWF and/or PRC individual and the employer. This subsidized employment contract shall be written effective with the first day of employment and delineate the following:

- Length of the employer subsidy which can be no longer than six (6) months for each eligible OWF and/or PRC individual;

- Job title, hourly wage, pay increase procedure, any union contracts under which the eligible individual will be represented;
- Subsidized employees shall be considered as regular, permanent employees of the employer;
- Employer shall pay the subsidized employees the same rate as other employees doing similar work and shall be entitled to the same employment benefits and opportunities that are available to other regular employees of the employer, and;
- Citing of federal, state and local employment laws which the employer must follow.

### **Requirements for the placed individual and the employer:**

#### **Case Management**

Vendor shall maintain regular contact (no less than weekly) with the placed individual to determine if the placed individual is in need of employment counseling, budgeting counseling, or any other supportive service. Face to face meetings are to be made available at the request of the placed individual at their place of employment or other location convenient to the placed individual.

Vendor shall maintain regular telephone contact (no less than every two (2) weeks) with the employer to ensure the individual is working hours specified in the Subsidized Employment and PRC Subsidy Program contract and is succeeding in their on the job training and remains employed.

#### **Record Keeping**

The contract between the successful Vendor(s) and HCJFS will delineate reporting requirements. At a minimum, these will include:

- Individual case files should include, but are not limited to the following: documentation of an individual's eligibility to participate in SEP Program as received from HCJFS in the form of CRISE screen prints or other formal HCJFS documentation.

- A copy of the contract executed between the contracted program Provider, the employer and the eligible OWF and/or PRC individual;
- Tracking and reporting of any and all subsidy payments to each employer for each eligible OWF and/or PRC eligible individual;
- Verification that subsidy payments to employer are made only for eligible OWF individuals still employed during the month for which the subsidy is paid;
- The completion and the return of Consumer Attendance Report (CAR) to the Work Participation Provider monthly;
- Provide copy of employment verification form to the Work Participation Provider and HCJFS within 10 (ten) calendar days of begin date of employment;
- Monthly reports of performance outcomes to HCJFS; and
- Other reports as requested

All records should be kept in formats that can be reviewed to monitor outcome achievement. These records must be retained for a period of no less than fifteen (15) years per ORC 2305.06. Records are public and must be made available upon written request.

**Performance Standards:**

For those participants in receipt of OWF cash assistance, for Federal and State OWF work participation requirements, eligible single parent households must be actively participating for no less than one hundred and twenty-nine (129) hours each month, eligible two parent households must be actively participating for no less than one hundred and fifty-one (151) hours per month if subsidized child day care is not provided or two hundred and thirty-seven (237) hours if subsidized child day care is provided.

Our intention is that this contract should result in improved local work participation rates. Our assessment of that performance shall be based on the degree to which vendor performance is determined to be in alignment with their stated proposed cost per placement outcome as defined in section 5.3 and section 2.3. Any contract(s) resulting from this RFP shall be treated as federal sub-recipient contracts for monitoring purposes.

### **1.2.3 Subrecipient**

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

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

## 2.0 Vendor Proposal

It is required all proposals be submitted in the format as described in this section and represent the lowest cost without compromising services. Each submission must have one original proposal with ten (10) copies, 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. Vendors are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 – Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

### 2.1 Cover Sheet

Each Vendor must complete the Cover Sheet, **Attachment A**, for each proposal submitted and include such in its proposal. The Cover Sheet must be signed by an authorized representative, Chief Financial Officer of the Vendor and also include the names of individuals authorized to negotiate with HCJFS. The signature line must indicate the title or position the individual holds in the company. Any and All unsigned Cover Sheets, proposals will be rejected.

The Cover Sheet must include the proposed total cost for the contract term.

### 2.2 Service and Business Deliverables

Vendor 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. Vendors must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components:

#### 2.2.1 Program Components

**Concise and direct responses to the questions below are requested and valued.**

**Previous Experience:**

1. Describe what specific experience your organization has with job development and employment placement. How many years has your organization done this type of work?
2. Describe what relationships you have built with local employers or job placement organizations.
3. Describe your experience with the target population for this service.
4. Describe specific experience your organization has with retention services for customers placed on a job.

**Project Planning and Budgeting:**

1. Describe your plan for recruiting job seekers and employers as identified as target populations in this RFP.
2. Provide your organizations project plan to manage enrollments to allow for complete termination of all costs effective 9/30/2010.
3. Identify your anticipated costs per successful outcome in the manner identified in section 5.3 of the RFP.
4. Identify the proportion of your budget devoted to wage subsidies and tangible work supports as defined in section 5.3 of the RFP.
5. Identify the staff person you plan to devote as project lead to this contract and specify their qualifications to successfully play that role.
6. Share your plan to identify and verify the eligibility of your anticipated service population.

**Services to Job Seekers:**

1. Describe how you will provide services to prepare the job seeker for the subsidized employment position. Describe specifically the staffing methodology and assessment of the job seeker.
2. Describe how you will track and document customer assessment, service provision, progress, outcomes and customer satisfaction.

3. Estimate the number of job seekers who will be placed in subsidized employment within the ten (10) month contract period.
4. Provide your organizations project plan to ensure that service delivery to consumers begins no later than 12/1/2009

### **Services to Employers**

1. Describe how you will provide services to the employer. Be specific as to the communication between your organization and the employer with respect to job seekers interviewed and not selected, employment retention, promotion opportunities, and required employment verification.
2. Describe how you will process, track, document, and report on services to employers. Be specific as to the verification of employment retained, payment of subsidy on a monthly basis, and customer satisfaction.

### **Performance Outcomes:**

1. Tell us the estimated number of individuals you plan to place on subsidized employment jobs.
2. Tell us how your agency plans to affirm your readiness to start this program timely regardless of the contract's final signature status.
3. Tell us how your agency plans to affirm your readiness to provide regular reporting, as described above in a format and with data elements still to be defined.

### **Subcontractors:**

1. Identify and list your proposed sub-contractors (if any) and their anticipated scope of responsibility.

## **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 Vendor's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.
- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements (**see Attachment B, HCJFS, Purchase of Service Contract Sample, Clause 34**), and Worker's Compensation certificate.
- G. Job Descriptions - For all positions in the program budget.
- H. Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the driver and monitor.
- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

**Please provide the following attached only to the original proposal:**

- K. 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.
- L. Annual Report - A copy of Vendor's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to 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, Vendor must supply equivalent financial statements certified by Vendor to fairly and accurately reflect the Vendor's financial status. **It is the responsibility of the Vendor to redact tax identification numbers from all documents prior to submission to HCJFS.**
- M. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

## **2.3 Budgets and Cost Considerations**

- A. HCJFS anticipates services will begin no later than December 1, 2009.

Vendor must submit a Budget and a calculation of the Cost Reimbursement for the initial contract term that Vendor understands will be used to compensate Vendor for services provided. Budgets and Cost Reimbursement must be submitted in the form provided as **Attachment C**.

The contract(s) resulting from this RFP will be exclusively cost reimbursement contracts. They will include no at-risk or incentive funds. However, any selected vendor will be financially at-risk for non-compliance with any eligibility, or billing mandate associated with these funds.

Budgets submitted in response to this RFP are required to devote no less than 60% of anticipated spending toward either wage subsidies or tangible direct work supports delivered to consumers including, for example, uniforms and transportation assistance. This 60% cap will not be enforced after a contract is in place, however, any budget modifications required to shift funds will require written HCJFS approval and a demonstrated good faith effort to comply with the proposal budget sixty (60%) ratio.

Services provided under this contract can include the following. Please build your budget and service model anticipating these permitted services.

- Payments to employers to cover wages, fringe benefits, and medical benefits
- Recruitment and development of employers to participate in the program
- Supervision of the program
- The cost of work supports provided top SEP participants including

All registered Vendors will be sent an electronic budget file in Excel format. All Vendors submitting a proposal shall include a hard copy of budget in the

proposal and also submit budgets electronically in Excel format to the contact person identified in Section 3.2 HCJFS Contact Person. If Vendor is unable to submit an electronic copy of the budget, Vendor shall include a statement in the budget narrative explaining the reason.

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

- B. Vendor must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:
- i. Case management;
  - ii. Transportation; and
  - i. Other direct services (e.g. insurance), administration, needed to accurately calculate the cost of a unit of Service (Cost Reimbursement).

All revenue sources available to Vendor to serve customers identified in the Scope of Service shall be listed in the Budget, and utilized, where permissible, to reduce the Unit Rate. All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff, i.e. senior program manager vs. lower level position.

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

3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs for staff only;
6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;

21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. major losses incurred through the lack of available insurance coverage; and
24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

A. Profit Margin:

Vendor and HCJFS agree that the profit margin set forth in the Budget will not materially differ from that presented in the Budget for the Initial Term of the Contract, inclusive of any increases to the Base Unit Rate on a monthly and quarterly basis. To the extent Vendor's profit margin materially differs from that presented in the Budget and industry standards for similar companies; the parties agree to negotiate any modification to the Budget in good faith. If a modified Budget cannot be agreed to by the parties after no less than a thirty (30) day period of good faith negotiations, either party may terminate this Contract with no less than sixty (60) days prior written notice. The parties recognize that the Services provided require a complex array of services.

When completing the HCJFS Budget profit margin line item, please provide your company or agency's profitability, by calculating your operating earnings excluding tax and interest, this is also known as EBIT.

## **2.4 Customer References**

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

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

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

## **2.5 Personnel Qualifications**

For all company and sub-contract personnel, who will be working with the program, please submit resumes with the following:

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

Vendor's program manager, or the person(s) who will be responsible for administering the Vendor's program, must have a minimum of three (3) years experience as a program manager, or responsibility for administering employment services, with a similar program.

RFPs and all attachments are posted on the Hamilton County Board of County Commissioner's website for general viewing. It is the proposing agency's responsibility to redact all personal information from resumes. Please make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

## **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	November 2, 2009
RFP Conference	NONE
Deadline for Receiving Final RFP Questions	November 11, 2009
Deadline for Issuing Final RFP Answers	November 13, 2009
Deadline for Proposals Received by HCJFS Contact Person	November 16, 2009, by 11:00 a.m.
Deadline for Registering for the RFP Process	November 13, 2009 by 3:00 p.m.
Anticipated Proposal Review Completed	November 18, 2009
Anticipated Start Date	December 1, 2009

### 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:

**Maggie Barnett, Contract Services**  
Hamilton County Department of Job and Family Services  
222 East Central Parkway, 3<sup>rd</sup> floor  
Cincinnati, Ohio 45202  
[HCJFS\\_RFP\\_COMMUNICATIONS@jfs.hamilton-co.org](mailto:HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org)  
Fax: (513) 946-2384

### 3.3 Registration for the RFP Process

**EACH VENDOR MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE**



**CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS November 13, 2009,  
By 3:00 p.m.**

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

### **3.4 Vendor's Question Period**

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

- A. Questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person.
- B. No questions will be accepted after **November 11, 2009**. The final responses will be faxed or e-mailed on **November 13, 2009** by 4:00 p.m. as Addendums and posted on the following website: [www.hcjfs.hamilton-co.org](http://www.hcjfs.hamilton-co.org) (select Community Providers – drop down box).
- C. Only Vendors who register for the RFP Process will receive copies of questions and answers via email others can view questions and answers on JFS website.
- D. The answers issued in response to such Vendor 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 Vendors who participate in the process in good faith. Behavior by Vendors which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Vendor nor their representatives should communicate with individuals associated with this program during the RFP process. If the Vendor attempts any unauthorized communication, HCJFS will reject the Vendor's proposal.

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

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

Examples of unauthorized communications are:

- A. Telephone calls;

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

### **3.6 Vendor Disclosures**

Vendor must disclose any pending or threatened court actions and claims brought by or against the Vendor, 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 Vendor Examination of the RFP**

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

Vendors 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 Vendors discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.3, without divulging the source of the request for same. If a Vendor fails to notify HCJFS prior to **November 11, 2009 by 4:00 p.m.** of an error in the RFP known to the Vendor, or of an error which reasonably should have been known to the Vendor, the Vendor shall submit its proposal at the Vendor's own risk. If awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addenda to RFP**

HCJFS may modify this RFP no later than **November 13, 2009** by issuance of one or more

addenda to all parties who registered for the RFP's Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Vendors who registered for the RFP's Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Vendors who registered for the Vendor's Conference. All addendas to the RFP will be posted to <http://www.hcifs.hamilton-co.org> and <http://www.bidsync.com>.

### **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 Vendor at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Vendor for any expenses incurred as a result of the RFP process.

## 4.0 Submission of Proposal

Vendor 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 Vendor and shall not be chargeable to HCJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Vendor's expense.

### 4.3 False or Misleading Statements

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

### 4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00 a.m. EST on November 16, 2009.** ***Proposals received after this date and time will not be considered.*** If Vendor is not submitting the proposal in person, Vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

#### **4.5 HCJFS reserves the right to: Accept and/or Reject any or all Proposals:**

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

The recommendation of HCJFS staff and the decision by the HCJFS Director shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Vendor from full compliance with its specifications if Vendor 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 Vendor will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

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

A preliminary review of all proposals submitted by **11:00 a.m. on November 16, 2009** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP.

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

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

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on November 16, 2009** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;

- E. One (1) Completed Budget and one (1) Budget Narrative, (hard and soft copies) Section 2.3;
- F. Three (3) Customer References or a written explanation, Section 2.4;
- G. Personnel Qualifications and Resumes, Section 2.5; and
- H. 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 and other individuals designated by HCJFS. Review Committee shall evaluate each Vendor'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:

*Scale may not be altered.*

Does Not Meet Requirement	A particular RFP requirement was not addressed in the Vendor's proposal. <b>(Rating 0%)</b>
Partially Meets Requirement	Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level. <b>(Rating 25%)</b>
Meets Requirement	Vendor's fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. <b>(Rating 75%)</b>
Exceeds Requirement	Vendor's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations. <b>(Rating 100%)</b>

## **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 Vendor's programs or clarify Vendor's proposal. Other sources of information, may include, but are not limited to, the following:

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

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

#### **Stage 4      Evaluation**

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

- A. Program Evaluation including responses to Section 2.2.1, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% Initial Budget term of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered is worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 30% Initial Budget Term of the total evaluation score.

### **4.7    Proposal Selection**

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Vendor(s) for the services who it determines to be the responsible agency/company(s) whose

proposal(s) is (are) most advantageous to the program, with price and other factors considered.

- C. HCJFS will work with selected Vendor to finalize details of the Contract using **Attachment B**, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Vendor.
- D. If HCJFS and selected Vendor are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Vendor. In such event, HCJFS reserves the right to select another Vendor 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 Vendors passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Vendor 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 Vendor 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 Vendor 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 Vendor'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 Vendor provides Hamilton County with any material or information which Vendor deems to be subject to exemption under the Ohio Public Records Act, Vendor 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 Vendor of that fact. Vendor shall promptly notify Hamilton County, in writing, that either a) Hamilton County is permitted to



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

#### **4.10 Vendor Certification Process**

HCJFS reserves the right to complete the Vendor Certification process for selected Vendors. The purpose of the process is to provide some assurance to HCJFS that Vendor 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 Vendors already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

See example **Attachment D**.

## **5.0 Terms and Conditions**

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

### **5.1 Type of Contract**

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

### **5.2 Order of Precedence**

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

### **5.3 Contract Period, Funding & Invoicing**

- A. This RFP shall result in one or multiple contracts. A contract will be written for the initial term of ten (10) months with no renewal options. Those contracts may leverage existing services provided by any bidder or bidder partner, however, budgeting, billing, and output/outcome reporting for this contract shall stand alone and shall be anticipated to end on 9/30/2010.
- B. The contract(s) resulting from this RFP will be exclusively cost reimbursement contracts. They will include no at-risk or incentive funds. However, any selected vendor(s) will be financially at-risk for non-compliance with any eligibility, or billing mandate associated with those funds.

#### **Invoices:**

Vendor shall invoice the HCJFS.

1. Vendor shall submit a separate invoice for each service month. HCJFS will not make payment for any Service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than ninety (90) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is either received timely or is accurate. HCJFS will implement partial invoice

payment as permitted by County Auditor procedures.

2. For invoices which are received timely but are not accurate, there will be no extension of the time limitation set forth in paragraph one (1) of this Section. for re-submission of an invoice unless such delay is caused by HCJFS.
3. For accurate invoices that are received timely, HCJFS will use it best effort to make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract.

### **Suspension of Referrals and/or Payment of Invoices:**

HCJFS, at its sole discretion, may at any time suspend:

- a. requests for service to the Vendor; and/or
- b. the processing and/or payment of any invoice(s) submitted by Vendor, if at any time during, HCJFS has reasonable belief or actual knowledge of Vendor's noncompliance with federal, state, and/or local law, regulation or rule.

HCJFS shall immediately attempt to notify Vendor of any such suspension and shall, within twenty-four (24) hours of a suspension, send written notice of the suspension to Vendor by regular U.S. Mail.

Upon completion of any investigation conducted pursuant to the provisions of this RFP, Agency shall notify Vendor, in writing, of the results of the investigation as well as any action(s) that will be taken by HCJFS including, but not limited to, immediate termination of this RFP.

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

## **5.4 Confidential Information**

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

## **5.5 Discrimination in the performance of services**

Vendor 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. Vendor further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS consumer in its performance of this Contract on the basis of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Vendor further agrees to comply with OAC 5101:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with Limited English Proficiency (LEP) can meaningfully access services. To the extent Vendor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, individuals shall not be required to pay for such assistance. See Section 5.5 on Non-Discrimination in The Performance of Services of this RFP for further information.

## **5.6 Insurance**

The Vendor agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Vendor's operations as described in this Contract (commercial general liability); auto liability insurance; umbrella/excess liability; and workers' compensation insurance. The cost of such insurance shall be borne by the Vendor. Coverage shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer with an A. M. Best rating of no less than A:VII.

### **B. Coverage and Minimum Limits:**

1. Commercial General Liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such policy will provide coverage contained in Insurance Services Office Occurrence Form CG 00 01 or equivalent including: products liability/completed operations, blanket contractual liability, broad form property damage, severability of interests, personal injury and be endorsed for sexual molestation and physical abuse.
2. Comprehensive Business Automobile liability insurance with combined single loss limits based on the following:

Motor vehicle with capacity of six (6) or less occupants, including operator, includes taxis and handicapped livery vehicles, as defined in City of Cincinnati Ordinance 407-29. Such motor vehicle shall have at least

\$1,000,000 limit per accident.

Motor vehicle with capacity of greater than 6 occupants, including operator, but less than 15 occupants including operator, including Class A Limousine and Class B Limousine, as defined in City of Cincinnati Ordinance 407-1-L1. Such motor vehicle shall have at least \$5,000,000 limit per accident.

Motor vehicle with capacity of 15 occupants or greater, including operator. Such motor vehicle shall have at least \$5,000,000 limit per accident.

Coverage shall include all owned, hired and non-owned autos, vans and buses and provide coverage for Vendor's liability to occupants and claimants.

3. Umbrella/Excess Liability insurance in excess of the underlying commercial general liability and business auto liability insurance with limits no less than \$2,000,000 combined single limit and aggregate limit. Such policy will include: pay on behalf of wording; concurrency of effective dates with primary; blanket contractual liability; punitive damages coverage (where not prohibited by law); aggregates: apply where applicable in primary; care, custody and control – follow form primary; and, drop down feature.
4. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

#### C. Miscellaneous Provisions

1. The Board of County Commissioners, Hamilton County, Ohio and the Hamilton County Department of Job & Family Services, and their respective employees, officials, agents and volunteers will be endorsed as additional insurers on the commercial general liability and the business automobile liability policies.
2. Vendor shall provide occurrence based policies for general commercial liability and umbrella/excess liability insurance.
3. Vendor shall declare any self – insured retention to the HCJFS pertaining to liability insurance. In no case shall the Vendor's self – insured retention be greater than ten thousand dollars (\$10,000.00). Further, such Vendor shall provide a financial guarantee satisfactory to the HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses under the Vendor's self – insured retention.
4. The Vendor's insurance coverage shall be primary insurance with respect to the County and HCJFS, and its employees, officials, agents and volunteers.
5. Any insurance maintained by the County and HCJFS shall be excess of the

- Vendor's insurance and shall not contribute to it.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Ohio, Room 607, 138 East Court Street, Cincinnati, OH 45202.
  7. Vendor shall furnish Risk Manager, Hamilton County, Ohio, with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by County before Contract commences. County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements effecting affecting the coverage required by these specifications.
  8. Vendor, at its expense, shall replenish all coverage limits immediately upon its insurer's reductions in limits due to claims on this Contract or any other agreement. Failure to do so may result in cancellation of this agreement at HCJFS' sole discretion. If the Vendor fails to renew, replace or replenish the coverages required, the HCJFS may do so on the Vendor's behalf and deduct the cost from any amount due to Vendor from HCJFS.
  9. Vendor will require all insurance policies in any way related to the services and secured and maintained by the Vendor to include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against Hamilton County or HCJFS. The Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
  10. Vendor, 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.
  11. Any loss insured under the policies required here will be adjusted by the Vendor, County, and HCJFS, as their interest may appear, and made payable to the Vendor as trustee for the insureds as their interest may appear, subject to the requirements of any applicable mortgagee clause. The Vendor, as trustee, will have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after written notice of the loss to the Vendor's exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the Vendor will be chosen promptly.
  12. The Vendor, as trustee, will in such case make settlement with the insurers in

accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

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

## **5.7 Criminal Record Check**

Vendor 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. Vendor 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 complete criminal record checks of each individual providing service. All completed and documented checks shall be in the employee file.

Vendor shall ensure that every above described individual will sign a release of information, 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.

Vendor 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.

## **5.8 Declaration of Property Tax Delinquency**

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

respect to the contract, unless the notarized form has been incorporated.

## **5.9 Terrorist Declaration**

In accordance with ORC 2909.32(A) (2) (b), Vendor agrees to complete the 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.

## **5.10 Other Program Requirements**

Vendor agrees to comply with the provisions of the OAC 5101:2-9 et seq., that relate to the operation, safety and maintenance of facilities. In particular, Vendor agrees not to maintain nor permit any person to bear any explosives, pyrotechnics, firearms, chemical weapons, or other similar devices or substances anywhere in or on the grounds of the facility or transportation vehicles.



**ATTACHMENT A  
PROPOSAL COVER SHEET FOR  
Subsidized Employment Program  
Bid No: RFP MB1309R**

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

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

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

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

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

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

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

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

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

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

Initial Term for Ten (10) Months 12/1/09 - 9/30/10
Contract Total: \$ _____

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

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

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

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

**Proposal Submission Checklist  
For  
Subsidized Employment Program  
Bid No: RFP MB1309R**

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 November 13, 2009 by 3:00 p.m.
- \_\_\_\_\_ B) Proposal is to be submitted by 11:00 a.m. on November 16, 2009
- \_\_\_\_\_ 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, Sections 2.2.2 are included
- \_\_\_\_\_ F) Budgets completed correctly, Section 2.3
- \_\_\_\_\_ G) 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 of ten (10) months Section 2.3
- \_\_\_\_\_ H) Three (3) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- \_\_\_\_\_ I) Personnel Qualifications – Personnel Resume, etc. are included, Section 2.5

## ATTACHMENT B

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

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

This Contract is entered into on \_\_\_\_\_ between the Board of County Commissioners of Hamilton County, Ohio (Hereinafter "County") through the Hamilton County Department of Job & Family Services (Hereinafter "HCJFS") and **TBD**, (Hereinafter "Provider"), with an office at \_\_\_\_\_, whose telephone number is \_\_\_\_\_ for the purchase of a **Subsidized Employment Program**

#### 1. TERM

This Contract will be effective from **December 1, 2009** through **September 30, 2010** inclusive, unless otherwise terminated or extended by formal amendment.

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

#### 2. SCOPE OF SERVICE

*(IF EXHIBITS NOT ATTACHED)*

Subject to terms and conditions set forth in this Contract, Provider agrees to

*(Begin description here)*

*(IF EXHIBITS ATTACHED USE FOLLOWING LANGUAGE)*

##### A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform the Subsidized Employment services for TANF eligible individuals referred by HCJFS (the "Consumer") as more particularly described in Exhibit I, (individually, the "Service", collectively the "Services"). The parties agree that a billable unit of service is defined in Exhibit I – Scope of Service. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit nn – The Request for Proposal
2. Exhibit nn – Provider's Proposal

3. Exhibit nn – Provider’s Budget

B. ORDER OF PRECEDENCE

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

1. Exhibit nn – Budget
2. Exhibit nn – The Request for Proposal
3. Exhibit nn – Provider’s Proposal

3. BILLING AND PAYMENT

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

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation

on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

**B. Invoice and Payment Procedure**

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
  - a. Provider's name, address, telephone number, fax number, and vendor number;
  - b. Billing date and service dates;
  - c. Consumer's name, case number and social security number (if available);
  - d. Purchase order number; and
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed. It is the responsibility of the Provider to request special consideration and documentation with their invoice if the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

Provider will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices.

HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract.

**B. Miscellaneous Payment Provisions**

**1. Additional Payment**

The compensation paid pursuant to this Contract shall be payment in full for any Service rendered pursuant to this Contract. No fees or costs shall be charged without prior written approval of HCJFS.

(OR use language below if more appropriate)

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

**2. Duplicate Payment**

Provider warrants and represents claims made to HCJFS for payment for Services provided shall be for actual Services rendered to Consumers and do not duplicate claims made by Provider to other sources of public funds for the same service.

**4. ELIGIBILITY FOR SERVICES**

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

**OR**

## 5. ELIGIBILITY FOR PRC SERVICES

### A. PRC Eligibility Criteria:

1. The assistance group (AG) is defined as a parent or parent and their children under the age of 18 (or under age 19 but still enrolled in high school). There must be at least one (1) such child. AG members must reside together and all must be residents of Hamilton County.
2. Ineligible individuals (as defined in County PRC Plan Section 6142) are not included in calculating the AG size but their income is counted.
3. The total gross monthly income of all AG members is compared with a need standard as indicated on the **Application – Prevention, Retention and Contingency (PRC) Program (Exhibit nn)**. If the income is less than the need standard, the AG is eligible for this program.
4. Liquid resources are not included in the calculation.

### B. Application Processing: The application process will be administered by Provider, and documentation of eligibility will be Provider's responsibility. In order to be determined PRC eligible, the applicant must have answered "yes" to all application questions and fall within the appropriated federal poverty guidelines.

1. The PRC applicant must complete, sign and date the application form (**Exhibit nn**).
2. The verification of all eligibility factors is accomplished through the written declaration of the applicant.
3. Provider makes the eligibility determination and records it on the application form.
4. Applicants will be issued a written notice by Provider indicating either approval or denial of service. Provider shall use the **Notice of Action Taken on Your Application for the Prevention, Retention and Contingency (PRC) Program (Exhibit nn)**. If denied service, the reason shall be stated on the notice. A copy of the notice must be maintained with the PRC application.

**5. NO ASSURANCES**

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

**6. NON-EXCLUSIVE**

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

**7. AVAILABILITY OF FUNDS**

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

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

**8. TERMINATION**

**A. Termination for Convenience**

**1. By HCJFS**



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

B. Termination for Cause by HCJFS

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

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

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

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

Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.
2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

## **9. FORCE MAJEURE**

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

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

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

## **10. GOOD FAITH EFFORT**

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

## **11. DISPUTE RESOLUTION**

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

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

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

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

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

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

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

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

**Representative for HCJFS:** Section Chief for Contract Services

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

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

## **12. WARRANTIES AND REPRESENTATIONS**

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

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

- E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.
- F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

### **13. QUALITY REVIEW**

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

### **14. MAINTENANCE OF SERVICE**

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the Unit Rate and that the level of service existing prior to the Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

### **15. REPORTS**

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

requested. HCJFS may exercise this right without a Contract amendment.

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

## **16. GRIEVANCE PROCESS**

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

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

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

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

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

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

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

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

**19. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

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

**20. PROVIDER SOLICITATION OF HCJFS EMPLOYEES**

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

**21. RELATIONSHIP**

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

## **22. CONFLICT OF INTEREST**

Provider agrees there is no financial interest involved on the part of any employee or officer of HCJFS or the County involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Provider will report the discovery of any potential conflict of interest to HCJFS. If a conflict of interest is discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination of the Contract.

## **23. DISCLOSURE**

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

## **24. CONFIDENTIALITY**

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

## **25. PUBLIC RECORDS**

This Contract is a matter of public record under the Ohio public records law. By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.



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

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

## **27. AUDIT REQUIREMENTS**

- A. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117.

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

- B. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract.

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

- C. Provider agrees to give HCJFS a copy of Provider’s most recent annual report, most recent annual independent audit report and any report associated management letters within fifteen (15) days of receipt of such reports.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.
- E. HCJFS reserves the right to evaluate programs of Provider and its subcontractors. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing program employees and Consumers. HCJFS shall not be responsible for costs incurred by Provider for these evaluations.

**28. DEBARMENT AND SUSPENSION**

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

**29. DEBT CHECK PROVISION**

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

**30. CORRECTIVE ACTION PLANS**

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

**31. PROPERTY OF HAMILTON COUNTY**

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables.

HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

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

## **32. INSURANCE**

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

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

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

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

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00), combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS clients) “Clients” and Provider provides this service through the use of its employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees “POV” insurance and provide coverage above its employee’s “POV” coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  - 1. Additional insured endorsement;
  - 2. Pay on behalf of wording;
  - 3. Concurrency of effective dates with primary;
  - 4. Blanket contractual liability;
  - 5. Punitive damages coverage (where not prohibited by law);
  - 6. Aggregates: apply where applicable in primary;
  - 7. Care, custody and control – follow form primary; and
  - 8. Drop down feature.
- E. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers’ compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers.

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

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

### **33. INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogations (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or

destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

#### **34. COORDINATION**

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

#### **35. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

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

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



**36. MARKETING**

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

**37. CHILD SUPPORT ENFORCEMENT**

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

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

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

**39. SCREENING AND SELECTION**

**A. Criminal Record Check**

Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County 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 ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit nn 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.

**40. LOBBYING**

During the life of this Contract, Provider warrants and represents that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further warrants and represents that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate this Contract.

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

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

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

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

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

Provider agrees to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for children in placement. Such provisions include but are not limited to OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of all health care documentation shall be maintained in Consumer's case file and supplied to HCJFS upon receipt by the Provider.

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

**44. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable environmental protection agency regulation. Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable environmental protection agency regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

**45. ENERGY POLICY AND CONSERVATION ACT**

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

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

As part of its submitted Proposal and in accordance with ORC 2909.32(A)(2)(b), Provider completed the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Attachment F to Exhibit 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 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.

**47. DECLARATION OF PROPERTY TAX DELINQUENCY**

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due

and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment E to Exhibit IV, Provider's Proposal.

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

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

The parties expressly agree this Contract shall not be assigned by Provider without the prior written approval of HCJFS. Provider may not subcontract any of the Services agreed to in this Contract without the express written consent of HCJFS. Notwithstanding any other provisions of this Contract affording Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1) business day when Provider knows or should have known the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

#### **49. GOVERNING LAW**

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

**50. LEGAL ACTION**

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

**51. INTEGRATION AND MODIFICATION**

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

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

**52. SEVERABILITY**

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

**53. AMENDMENTS**

This writing constitutes the entire Contract between Provider and HCJFS with respect to the Services. This Contract may be amended only in writing. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

#### **54. WAIVER**

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

#### **55. NO ADDITIONAL WAIVER IMPLIED**

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

#### **56. CONTRACT CLOSEOUT**

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

#### **57. HCJFS CONTACT INFORMATION**

<b>NAME</b>	<b>PHONE #</b>	<b>DEPARTMENT</b>	<b>RESPONSIBILITY</b>
Laura Keith	946-1210	Contract Services	Contract changes, Contract language Con budget, audits
<b>TBD</b>	<b>946-</b>	Fiscal	Billing and payment
	946-	Workforce Development	Scope of service, service eligibility

**Use this signature page if being sent to the Prosecutor's office and requiring BOCC Signature**

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

**SIGNATURES**

In witness whereof, the parties have hereunto set their hands on this \_\_\_\_ day of \_\_\_\_, 2009.

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator  
Hamilton County, Ohio

OR

By: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Director  
Hamilton County, Ohio

Recommended By:

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

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

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Prosecutor's Office  
Hamilton County, Ohio

Prepared By: \_\_\_\_\_

Checked By: \_\_\_\_\_

Approved By: \_\_\_\_\_



# ATTACHMENT C

## HCJFS CONTRACT BUDGET

AGENCY \_\_\_\_\_

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM \_\_\_\_\_ TO \_\_\_\_\_

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE  
TO BE PROVIDED:

\_\_\_\_\_ UNIT=\_\_\_\_\_

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

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

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

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

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

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

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

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

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

## LARGE EQUIPMENT DEPRECIATION COSTS

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

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM

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

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

EXPLANATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

EXPLANATION OF ANY ITEMS ABOVE: \_\_\_\_\_

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# **ATTACHMENT C**

## **HCJFS CONTRACT BUDGET USER GUIDE**

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

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

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

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

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

<b>INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1</b>
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Page 1 of the budget is a summary of expenses. It should be completed after all other budget pages are finalized. Information at the bottom of the page should be completed regarding the total units and the cost of the service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS</b>
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This section is used to list all positions that are included in the contracted program. This page will also capture the financial information needed on the rest of the agency. If a proposal is being submitted for one service being offered within a program, one column would be completed for the contracted program, one for the management indirect services and one for other direct services. Should a proposal being submitted include more than one service within the program, an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance one column would be completed for skill training and another for employment retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

<p style="text-align: center;"><b>INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3; PAYROLL RELATED EXPENSES</b></p>
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**PAYROLL TAXES:** Enter the percentage used in calculating the amount withheld in each of the categories listed. The amounts figured using this percentage should be listed on the appropriate line under the “Expenses by Program Services” column.

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

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

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

<p style="text-align: center;"><b>INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3; PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b></p>
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**PROFESSIONAL FEES & CONTRACTED SERVICES:** Contracted services are items such as janitorial, pest control, security, etc. Professional fees are when Provider pay for auditors, accountants, payroll processors, program consultants, etc. These costs are used to pay for services from a company or individual who is not an employee of the agency, but who performs a service for which he/she is paid. Show the amounts related to each column heading.

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

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

## INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES

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

## INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS

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

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

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

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

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

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

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

## INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS

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

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

## INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

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

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

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

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

## INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

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

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

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

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



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

<p><b>INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS FOR REVENUES BY PROGRAM SERVICES SECTION</b></p>
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Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed. Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

# FINAL REVIEW

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

**Hamilton County Department of Job and Family Services**  
**Provider Certification Document**  
**ATTACHMENT D-1**

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

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

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

**NOTES:**

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

Item	Comments	Date Rec'd.	Date Complete
<b>1. Other Provider certifications, i.e., Medicaid, JACHO, COA, etc.</b>			
<b>2. Reviewed and accepted:</b>			
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><b>Government Auditing Standards</b></i> . The information is also available on the GAO website at <a href="http://www.gao.gov/policy/guidance.htm">http://www.gao.gov/policy/guidance.htm</a>			
<b>3. Indicate Provider's filing status with the IRS</b>			
a. 501C3 (not-for-profit);			
b. sole proprietor;			
c. corporation (for profit);			
d. government agency;			
e. other (specify).			
<b>4. Received current copies of:</b>			
a. Articles of Incorporation, if applicable;			
b. job descriptions for all staff in program budget;			
c. insurance with the correct amount, type of coverage and add'l insureds listed; Expiration Date:			

d. Worker's Compensation insurance;			
e. table of organization including advisory boards & committees;			
f. service/attendance form, sign-in sheet, etc.			
g. copy of the contract service contingency plan, if applicable for this service.			
<b>5. Reviewed 3 of the last 12 months board minutes</b>			
<b>6. Reviewed accounting/record keeping system:</b>			
a. financial record keeping method			
1) is a separate account set up for our program?			
2) are invoices filed for easy reference?			
b. cash or accrual system;			
c. revenue source during start-up period;			
d. ability to issue accurate and timely reports			
e. maintenance of client service records .			
1) method for documenting client service;			
2) method for compiling data for reports;			
3) method for tracking performance indicators;			
f. how will provider manage cash flow during the first 3 months of the contract?			
<b>7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:</b>			
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.			
<b>8. Transportation Issues (when applicable)</b>			
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.			
<b>9. Interior - Public Areas</b>			
a. indicate general impression of appearance - cleanliness, neatness, safety, etc.			
b. is facility handicapped accessible?			
c. are bathrooms handicapped accessible?			
d. does facility design ensure client confidentiality?			
e. is the facility adequate for our program?			
f. ask Provider if a negative building safety report was issued by the fire department.			
<b>10. Contract Management Plan - review provider's written plan for contract management.</b>			
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.**

<b>Item</b>	<b>Comment</b>	<b>Date Rec'd.</b>	<b>Date Complete</b>
1. <b>Training plan for program area staff.</b> a. proof provider staff are aware of contract requirements.			
2. Written program policies			
3. <b>Policy &amp; procedure manual for staff</b> 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. <b>Received copy of providers's QA/QI plan or activities. At a minimum, the following should be included:</b> 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:sharesv\contract\manual\certific Rev. 10-02)**

# ATTACHMENT D-2

## Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 7/01)

### I. Overview

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

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

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

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

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

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

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

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

3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

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

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

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

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

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

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

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



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

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

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

**ATTACHMENT E**  
**Declaration of Property Tax Delinquency**  
(ORC 5719.042)

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

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

**State of Ohio**  
**County of Hamilton**

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

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

\_\_\_\_\_  
Notary Public

# ATTACHMENT F

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

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

## ATTACHMENT F

### DECLARATION

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

### CERTIFICATION

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

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT G**  
**REQUEST FOR PROPOSAL (RFP)**  
**REGISTRATION FORM**  
**RFP MB1309R**  
**Subsidized Employment Services**  
**November, 2009**

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

Maggie Barnett  
Hamilton County Job and Family Services  
222 E. Central Parkway Contract Services, 3<sup>rd</sup> Floor  
Cincinnati, OH 45202  
Fax#: (513) 946-2384  
Email: HCJFS\_RFP\_Communications@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 Proposer may contact any HCJFS, county official, employee, project team member or evaluation team member.* Proposers 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 Proposer's Proposal, including attempts to influence the RFP process, evaluation process or the award process by Proposer who have submitted bids or by others on their behalf.**

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

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>REPRESENTATIVE'S NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:</b>	
<b>SIGNATURE:</b>	

Registration helps insure that Proposers 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.

**Only Proposers registering for the RFP will be considered for a contract. All other Proposers will be disqualified.**

**REGISTRATIONS MUST BE RECEIVED BY November 13, 2009**

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