REQUEST FOR PROPOSALS COMPREHENSIVE CASE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP)

RFP # KB01-24R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

January, 2024

Deadline for Proposal/RFP Conference Registration January 24 2024, no later than 1:00 p.m.

EST

Due Date for Proposal Submission: February 23, 2024, no later than 1:00 p.m. EST

TABLE OF CONTENTS

1.0	REQ	UIREMENTS & SPECIFICATIONS4	
	1.1	Introduction & Purpose of the Request for Proposal 4	
	1.2	Scope of Service5	
	1.2.	1 Population 9	
	1.2.	2 Service Components 10	
	1.2.	3 Sub-Recipient14	
	1.3	Employee Qualifications14	
2.0	PROVIDER PROPOSAL		
	2.1	Cover Sheet17	
	2.2	Service and Business Deliverables17	
	2.2.	1 Program Components18	
	2.3	Budgets and Cost Considerations27	
	2.3.	1 Funding 29	
	2.4	Customer References	
	2.5	Personnel Qualifications30	
	2.6	Financial Documentation30	
	2.7	Declaration of Property Tax Delinquency31	
	2.8	Proposal Documents31	
3.0	PRO	POSAL GUIDELINES 35	
	3.1	Program Schedule35	
	3.2	RFP Contact Person35	
	3.3	Registration for the RFP Process36	
	3.4	RFP Conference36	
	3.5	Prohibited Contacts37	
	3.6	Provider Disclosures37	
	3.7	Provider Examination of the RFP38	
	3.8	Addenda to RFP	

4.0	SUBN	IISSION	OF PROPOSAL	40
	4.1	Prepar	ation of Proposal	40
	4.2	Cost o	f Developing Proposal	40
	4.3	False o	or Misleading Statements	40
	4.4		ry of Proposals	
	4.5		tance & Rejection of Proposals	
		-		
	4.6		tion & Award of Contract	
	4.7	-	sal Selection	
	4.8	Post-P	roposal Meeting	45
	4.9	Public	Records	45
	4.10	Provid	er Certification	46
	4.11	Public	Record Requests Regarding This RFP	46
ΔΤΤ	ACHI/	IFNTS		
	chmen		Cover Sheet	
	chmen		Program Component Checklist	
	chmen		Contract Sample	
	chmen		Budget and Instructions	
Attac	chmen	t C-1	Sample Budget	
Attac	chmen	t D	Provider Certification	
Attac	chmen	t E	Declaration of Property Tax Delinquency	
Attac	chmen	t F	Release of Personnel Records & Criminal Records Checks	
Attac	chmen	t G	RFP Registration Form	
Attac	chmen	t H	CCMEP PY2022 Unadjusted Annual Performance Report Data	l
Attac	chmen	t I	Individual Opportunity Plan	
Attac	chmen	t J	County CCMEP	
Attac	chmen	t K	Incentive Payments	
Attac	chmen	t L	Data Sharing	

3.9 Availability of Funds.......39

REQUEST FOR PROPOSAL (RFP) FOR

COMPREHENSIVE CASE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP)

MISSION STATEMENT

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

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job & Family Services (HCJFS) is seeking proposals for the purchase of Services for Comprehensive Case Management and Employment Program (CCMEP) as described in Section 1.2.

The selected Provider(s) will work on behalf of HCJFS but will be expected to coordinate efforts with the local Workforce Investment Board, Workforce Council of Southwest Ohio. The Board of County Commissioners (BOCC), Hamilton County, Ohio reserves the right to award Contracts for these services to several different Providers and to award Contracts for all or any portion of the services requested herein. The Contract(s) shall be for an initial term of one (1) year ("Initial Term") with three (3) one (1) year renewal options ("Optional Renewal Terms") at the sole discretion of HCJFS. Providers who do not submit pricing for the renewal options will not be disqualified; however, a Contract cannot be awarded for any term where Provider has not submitted a budget. Providers are encouraged to submit budgets for the renewal options where possible. The purpose of the total four (4) year period is to minimize the cost of the process for Providers and for Hamilton County.

If at any time during the Initial Term or any Optional Renewal Term HCJFS determines that service capacity needs to be expanded, HCJFS may re-release this RFP. Any contracts awarded from a re-issued RFP(s) will expire at the same time as the contracts awarded under the initial RFP.

All proposals submitted as a part of a re-released RFP will be subject to and evaluated based upon the same criteria set forth in the initial RFP (plus any addenda issued as a part of the initial RFP).

1.2 Scope of Service

Background:

On June 30, 2015, Governor Kasich signed House Bill 64, the state's biennial budget, into law. Section 305.190 of the bill establishes a framework to transform the network of human service and workforce programs to find a new way to work for low-income Ohioans. This framework starts first with 14 to 24-year-olds, where early intervention can have the greatest impact. The state is pushing traditional program boundaries by integrating components of the Temporary Assistance for Needy Families (TANF) program with the Workforce Innovation and Opportunity Act (WIOA) Youth Program to create a better-coordinated, person-centered case management system. TANF is the federal block grant funding that in Ohio includes the Ohio Works First (OWF) cash assistance and workforce programs.

Effective July 1, 2016, Comprehensive Case Management and Employment Program (CCMEP) became the statewide operational framework used to deliver integrated, comprehensive case management and employment services across Ohio's 88 counties. CCMEP takes a coordinated, holistic approach to stabilizing individuals and families by addressing the myriad of factors that may be contributing to poverty and unemployment, including health, housing, education, transportation and childcare. In conjunction with supportive services, the program will provide access to employment and training services, including career counseling, job placement and services to facilitate job retention.

By leveraging the strengths of both the workforce and human services systems, CCMEP seeks to improve employment and education outcomes for low-income youth and young adults by

helping recipients overcome barriers to employment and develop the skills local employers seek.

The centerpiece of CCMEP is ensuring customers have access to staff who are qualified and trained to conduct interviews, use assessment tools and work with customers as they make progress toward their plan objectives.

Staff should engage individuals in a dynamic conversation about their current situation, aspirations and barriers, and collaborate with them to develop an individual opportunity plan with meaningful goals and objectives. The goals of the plan should be oriented towards CCMEP primary outcome measures including employment, job retention, earnings growth and credential attainment.

CCMEP services overlap with existing TANFand WIOA services and populations significantly.

The winning bid for this service will distinguish itself by its ability to leverage and ensure little or no redundancy with the services delivered under:

- WIOA Youth Services;
- WIOA Adult Services;
- Summer Youth Employment Services; and
- Any subsequently awarded workforce funding in Hamilton County.

CCMEP is intended to provide enhanced services under TANF, WIOA Adult, and WIOA Youth Services. WIOA Youth are distinguished for a few reasons listed below.

- The performance and reporting responsibilities of WIOA Youth Providers align with CCMEP requirements. All resulting outputs, outcomes, and performance results are subject to quarterly reporting to the Workforce Council of Southwest Ohio.
- 2. All Workforce Council of Southwest Ohio WIOA Youth Providers in Area 13 were competitively procured in July of 2022. Each contract accommodates CCMEP mandates and TANF dollars. Contracts are held by the three parties listed below:
 - Cincinnati Youth Collaborative/Jobs for Cincinnati Graduates;
 - Santa Maria/Literacy Center West; and
 - Career TEAM

3. These contracts are managed by HCJFS and the Workforce Council of Southwest Ohio. The CCMEP Provider(s) will not touch or flow WIOA youth dollars. The CCMEP Provider(s) will provide services that enhance existing TANF/WIOA services to fill gaps, add coordination, support co-enrollment, and to serve volunteers, as appropriate. The primary CCMEP Provider(s) will be fully accountable for ensuring that no redundant services are approved, delivered, or paid for under the umbrella of CCMEP.

The CCMEP Provider(s) may supplement WIOA, TANF, Summer Youth, or other workforce services, but will do so with properly procured services delivered in close coordination with existing service plans. The Provider(s) will not transfer CCMEP dollars directly to WIOA or TANF contractors previously procured by HCJFS or the Workforce Council of Southwest Ohio.

Each CCMEP participant will be enrolled with a specific TANF goal identified which is suitable to their needs.

Hamilton County, the lead agency, will procure for primary CCMEP services with expectations that the Provider and all subcontracts will result to ensure comprehensive and timely services. Providers are encouraged to submit proposals that include robust community-based subcontract agreements. We expect the selected Provider to have an active presence in high need areas where the poverty rate exceeds 35%...

Primary CCMEP Provider(s) will be responsible for assuring CCMEP mandates and measures under the supervision of HCJFS.

HCJFS will provide this oversight in collaboration and communication with the Workforce Council of Southwest Ohio; including quarterly reports at the Workforce Council of Southwest Ohio Board meetings.

Any party that receives a contract as a result of this procurement will be responsible for:

- 1. Contracting with HCJFS and complying with all terms and conditions of that contract for the delivery of services.
- 2. Oversight and monitoring of all program activities, including collaborative partners.
- 3. Administering and reporting all funds paid as a result of the program.
- 4. Assisting in the collection of eligibility documentation, reviewing and entering appropriate service information into the Advancement through Resources,
 Information and Employment Services (ARIES) and other data collection system(s) determined by HCJFS, and submitting all performance documentation to HCJFS.
- 5. Collaborating with community organizations and government entities, including, but not limited to: local education agencies, social service agencies, public housing agencies, TANF/OWF, foster care, youth service Providers and other related programs, businesses and industry sectors, and workforce service system and its partners.
- Coordinating with partners in program design, implementation and capacity building/staff development and ensuring that the program meets performance outcomes.
- 7. Conducting customer satisfaction surveys of participants and using the results to develop and implement a continuous improvement plan.
- 8. Disallowed costs As described in Section 2.3 E, and costs in excess of the project budget, incurred outside of the Contract scope or timeframe, and prohibited costs will be the responsibility of the Contract holder.

CCMEP rules, forms and other resources are posted on the Ohio Department of Job and Family Services (ODJFS) Office of Workforce Development website at: http://jfs.ohio.gov

Click on Job Services and Unemployment

Click on the **Go To Job Services** button

Click on the Learn More button in the Comprehensive Case Management and Employment

Program (CCMEP) box

Responding bidders will be expected to accept modifications in any subsequent contracts and budgets to comply with any changes in legislation, regulations or emerging guidance provided by state or federal entities.

1.2.1 Population

Beginning July 1, 2024, lead agencies will serve youth and young adults ages 14 - 24 in the CCMEP program in accordance with the following:

- 1. Required CCMEP participants:
 - A. Participants in the OWF program who have been determined to be workeligible.
 - B. Participants in the OWF program who have been determined to be workeligible and are co-enrolled in CCMEP WIOA.
- 2. Volunteer CCMEP participants:
 - A. OWF participants determined not to be work-eligible.
 - B. Individuals receiving benefits and services through the Prevention, Retention and Contingency (PRC) program.

Priority populations will include the following:

- Individuals referred from or co-enrolled with any CCMEP partner agencies with shared performance measures. This may include the following:
- Transition-age foster youth;
- Homeless youth;
- Veterans;
- School dropouts;
- Basic skills-deficient youth;
- English language learners;
- Ex-Offenders;
- Pregnant or parenting youth;
- Individuals with disabilities; and

 Individuals requiring additional assistance to enter or complete an educational program or to secure or hold employment.

The selected Provider will be expected to serve required populations with all outlined service components and to achieve high performance outcomes. The selected Provider must demonstrate the capacity to solicit and serve a meaningful volume of CCMEP volunteers. Our highest priority for this volunteer population is youth between 14 and 17 years of age.

1.2.2 Service Components

(This section is for information purposes only. You do not need to address this section in your proposal)

The selected Provider will deliver or ensure all the following are available for volunteer and required participants without creating redundancy:

- Appropriate means of transportation of consumers to and from assigned activity sites. This may include bus passes, fuel cards, cash allowances or vehicles operated by the Provider or subcontractor, etc.
- Management of the transition of customers to employment or work activities, as well as monitoring, tracking and documenting attendance, and providing prompt and accurate return of work participation reports to HCJFS.
 - A. Work participation reports must be submitted to HCJFS at least monthly by the 7th business day of the month for the previous month.
 - B. Individual Opportunity Plans created for TANF/OWF Work Eligible CCMEP customers must be translated into work participation language daily and submitted to HCJFS by 6am the next business day.
 - C. Continuous and timely reporting of data and or documentation that may impact the customer's benefit eligibility. This includes but is not limited to employment verifications, sanction requests, good cause, sanction compliance, Domestic Violence, and corrections to attendance reports.
- Appropriate level of case management based on the needs of the individual consumer. This includes outreach and follow-up to: ensure participation, identify and address barriers, and develop working relationships. Multiple touches are

- required with this population in the form of meetings, letters, phone calls, site visits, home visits, etc.
- 4. Maintenance of adequate case records. Provider case records shall include at a minimum:
 - A. JFS 03002 WIOA Youth and Young Adult Program Eligibility Application;
 - B. Basic Skills Assessment TABE Test and/or Locator results;
 - C. JFS 03004 Comprehensive Case Management Employment Program (CCMEP)
 Individual Opportunity Plan; and
 - D. Case notes or hard copy information documenting:
 - 1) Administrative support provided regarding transportation issues;
 - 2) How identified personal and situational barriers were addressed;
 - Any outcomes gleaned from assessment tools utilized in addition to the JFS 03008;
 - 4) Child care needs were addressed;
 - 5) Actual participation, failure and good cause hours for each month;
 - 6) Outreach/follow-along efforts;
 - 7) Intervention plan for unsuccessful customers;
 - 8) How failures were addressed (i.e., good cause or sanction); and
 - 9) Hard copy verification to support assignments and outcomes (i.e., employment verification, pay stubs, basic medical form, school schedules).

Note: Provider may be required to scan and index all hard copy documentation into state/county data warehouse (currently OnBase).

- 5. Assessment of Basic Skills;
- 6. Close coordination with WIOA Youth Service Providers;
- 7. Development of state mandated individual opportunity plans;
- 8. Demonstrated competent understanding of WIOA adult and youth eligibility, OWF work requirements, Summer Youth TANF eligibility, and documentation/monitoring requirements for each;
- 9. Collaborations of substance that can serve CCMEP service requirements through expedited access, well-coordinated services, and leveraged resources. Any such

- collaboration will be valued by HCJFS only in as much as it is clear the effort serves the outcome interests of this Contract;
- 10. Co-location between the CCMEP and OhioMeansJobs (OMJ);
- 11. Outreach;
- 12. The Provider will ensure that participating youth complete and submit appropriate application for TANF, WIOA, and/or CCMEP;
- 13. CCMEP Comprehensive Assessment using the form JFS 03008;
- 14. The Provider must provide an assurance that it makes available the 14 specific core WIOA youth elements listed below. Provide a brief description of how the lead agency will ensure these elements are made available to CCMEP participants:
 - Tutoring, study skills training, instruction and dropout prevention;
 - Alternative secondary school services or dropout recovery services;
 - Paid and unpaid work experience (with an academic and occupational education component);
 - Occupational skill training;
 - Education offered concurrently with workforce preparation activities;
 - Leadership development opportunities;
 - Supportive services;
 - Adult mentoring;
 - Follow-up services for not less than 12 months;
 - Comprehensive guidance and counseling;
 - Financial literacy education;
 - Entrepreneurial skills training;
 - Labor market and employment information; and
 - Activities to prepare for and transition to post-secondary education and training.
- 15. The Provider will deliver relatively more intensive services to participants who meet any of the criteria for or require any one or more of the services listed below:
 - Parenting class as part of a case plan with a Public Children Services Agency (PCSA);
 - Alcohol or drug addiction treatment;

- Assistance in finding a home because the participant is homeless;
- Assistance in obtaining services related to domestic violence issues;
- Assistance in reentering the workforce due to ex-offender status;
- Supplemental Security Income (SSI) case management needed;
- Mental health counseling needed;
- Dropout prevention and recovery service;
- Basic skills deficiency;
- Transitioning from foster care; and
- Other disclosed barrier(s).
- 16. Annual TANF eligibility redetermination;
- 17. Follow-up job retention and other services will be provided for no less than 12 months to ensure a participant is successful in sustaining ongoing employment; and
- 18. Meet or exceed state performance measures related to Job Entry, Youth Placement, Credential Attainment, Median Earnings, and Job Retention for all CCMEP populations.
- 19. This procurement is intended to change local CCMEP operations to direct more and a higher proportion of funds toward participant incentive payments. The selected bidder and HCJFS shall agree upon funding levels and achievement milestones for participant incentive payments. Those incentive payments shall constitute no less than ten percent of the value of this contract. Incentives shall build upon each-other and increase in value toward economic independence.
 - Participant incentives shall be limited to objective and verifiable outputs and outcomes, rather than process related benchmarks. Examples may include:
 - Employment
 - Employment retention
 - Wage gains
 - Diploma
 - Industry recognized certifications

- 20. The selected vendor shall actively coordinate any customer transfers with OWF 25+ work activity vendor(s) to ensure that participants are never accountable to multiple vendors.
- 21. HCJFS shall pay the contract holder an incentive-based sum ranging from \$0 to \$150,000. Within 60 days of the end of each contract year, the vendor shall quantify and document success or failure in each of the five measures. Details are in Attachment .

1.2.3. Sub-Recipient

If awarded a contract through this RFP, the selected applicant(s) will be designated as a "sub-recipient" as referenced by ODJFS' rule OAC 5101:9-1-88. A sub-recipient 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 sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency. The selected applicant will have some of the same restrictions and requirements as the federal, state, and local governments/organizations.

The auditing standards set forth in Office of Management and Budget (OMB) Circular A-133 (210) (b) budgeting protocols, and federal budget/cost guidelines are all applicable to the successful applicant.

Indications of a sub-recipient relationship include:

- 1. Provider determines who is eligible to receive federal financial assistance;
- Provider has performance measured against whether the objectives of the federal program are met;
- 3. Provider has responsibility for programmatic decision making; and
- Provider has responsibility for adherence to applicable federal program compliance requirements.

Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.

1.3. Employee Qualifications

- 1. Work history: All employees who are assigned to this project with HCJFS's customers shall have information on job applications verified. Verification shall include references and work history information.
- 2. 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 customers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.
- 3. <u>Central Registry Report</u>: Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers. Instructions and guidance on how to obtain this clearance can be found at https://jfs.ohio.gov/ocf/childprotectiveservices.stm.
- 4. All completed and documented checks shall be in the employee file.
 - A. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
 - B. Provider shall not assign any individual to work, volunteer with or transport consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.
- 5. Provider who have been convicted: Employees convicted of, or plead guilty to, any violations contained in ORC 5153.111 (B) (1) may not come into contact with HCJFS' Customers.

2.0 PROVIDER PROPOSAL

It is required all proposals be submitted in the format as described in this section.

A. Hardcopy Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Each submission must have one signed original proposal and eight (8) copies.
- One of the eight (8) copies must be submitted as single-sided.
- Each proposal must be written in twelve (12) point font.

B. Electronic Requirements

- Budget in unlocked Excel format.
- Original proposal on a flash drive in a pdf format and the pages must be numbered from 1 - ???.

C. Proposal Organization

Proposals must contain all the specified elements of information listed below <u>without</u> <u>exception</u>, <u>including all subsections therein</u>:

- Section 2.1 Cover Sheet
- Section 2.2 Service and Business Deliverables:
 - Section 2.2.1 Program Components
- Section 2.3 Budgets and Cost Considerations
- Section 2.4 Customer References
- Section 2.5 Personnel Qualifications
- Section 2.6 Financial Documentation
- Section 2.7 Declaration of Property Tax Delinquency
- Section 2.8 Original Proposal Documents

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed CCMEP program expenses, estimated number of participants and projected cost per participant Provider is proposing for contract years 1, 2, 3 and 4. The CCMEP program expenses, estimated number of participants, and projected cost per participant must be supported by the Budget, Attachment C.

2.2 Service and Business Deliverables

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Provider must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.8 (B) System and Fiscal Administration Components. Provider must also:

- D. Leverage the services of and ensure little or no redundancy with the services delivered under:
 - OWF work participation
 - WIOA youth services
 - WIOA adult services
 - Youth Employment Program
 - Any subsequently awarded workforce funding in Hamilton County
- E. Describe existing capacity to support a complex and timely set of tracking and reporting requirements for CCMEP participants. The selected vendor will be required to perform data entry/updates into state and local databases. This will include both daily and monthly reports involving assignments, cooperation and participation.

- F. Describe how staff performance and outcomes will be monitored and how quality of service will be evaluated.
- G. Demonstrate an ability to meet goals and document achievement (skills gain attainment, diploma/credential attainment, placement, retention, and wage earnings) in the delivery of workforce services or comparable services.
- H. Demonstrate their experience in forming and sustaining partnerships, collaborations and employer networks.
- I. Describe administrative and funding capacity to operate a high dollar value contract in a cost reimbursement environment with a lag of 60-90 days between invoice and payment without using a factoring company or similar credit arrangement.

2.2.1 Program Components

(Providers are required to respond to the following, in narrative form, for all proposals submitted)

Providers must address each of the mandates described below. These items are longer than usual. Some responses may be limited to a confirmation of understanding and willing compliance. Others may be more involved.

Service Information

- Describe your ability to meet the scope of services in Section 1.2. Include details of the
 population you serve, organizational history and experience. Provider should clearly
 state its competitive advantage and its ability to meet the terms, conditions and
 requirements defined in this RFP.
- WIOA Youth Services are specifically included in CCMEP populations, reporting, and accountability. HCJFS will require any selected bidder to coordinate closely with existing WIOA Youth Service Providers. Briefly describe how this will be accomplished.
- 3. Assessment of Basic Skills Measures the math and reading skill levels of youth. Youth who score below grade level (8.9 or lower) must receive basic skills remediation.
 National Reporting System approved assessments include:
 - Basic English Skills Test (BEST)
 - Comprehensive Adult Student Assessment Systems (CASAS)

- General Assessment of Instructional Needs (GAIN)
- Massachusetts Adult Proficiency Test (MAPT)
- Tests of Adult Basic Education (TABE)
- 4. Development of an individual opportunity plan, which includes:
 - Identification of each youth's employment and educational goals;
 - Identification and assignment of program elements utilized to achieve goals;
 - Identification of barriers through use of the comprehensive assessment;
 - Creation of a specific plan to overcome barriers and achieve the goal of self-sufficiency and employment; and
 - Anticipated dates of goal attainment and timeframes to review progress.
- 5. The selected Provider will demonstrate a competent understanding of WIOA adult and youth eligibility, OWF work requirements, Summer Youth TANF eligibility, and documentation/monitoring requirements for each.
- 6. HCJFS values proposals that demonstrate collaborations of substance that can serve CCMEP service requirements through expedited access, well-coordinated services, and leveraged resources. Examples of such collaborators may include:
 - Adult Basic Literacy and Education (ABLE) Providers;
 - Alcohol, Drug, and Mental Health (ADAMH) Board;
 - Hamilton County Mental Health Board (MHB) and Alcohol and Drug Addiction Services Board (ADAS);
 - Local employers;
 - Career and Technical Education;
 - Children Services Agency;
 - Community Providers;
 - Cincinnati Metropolitan Housing Authority (CMHA)
 - Juvenile Court System;
 - Vocational Rehabilitation (OOD);
 - JobCorps;

- Re-entry services; and
- Social Service Providers with a demonstrated history of excellence delivering similar services.

Any such collaboration will be valued by HCJFS only in as much as it is clear the effort serves the outcome interests of this Contract.

7. Co-location:

CCMEP requires a full array of services to meet the needs of participants as they work toward their employment, education and/or training goals. This includes access to supportive services such as childcare, transportation and housing in order to address barriers to employment. Co-location of services supports improved coordination and integration of TANF and WIOA services. By offering a common entry point, co-location makes it easier for individuals to access services without the confusion and burden of having to visit multiple addresses. In addition, when staff in different programs work in proximity, they can more easily share knowledge and offer streamlined service delivery.

At a minimum, co-location must include coordination between the CCMEP and OhioMeansJobs (OMJ) center that serves the lead agency to increase youth access and connections to CCMEP services. **Describe how this will be accomplished.**

8. WIOA Youth and TANF Provider coordination:

CCMEP eligible WIOA youth will be enrolled by their current WIOA Youth Providers immediately upon local initiation of CCMEP. Ongoing enrollees will be co-enrolled simultaneously.

CCMEP eligible OWF participants will be immediately referred by HCJFS to selected CCMEP Provider. CCMEP participation is an OWF eligibility requirement.

Selected Provider will also ensure that CCMEP suitable volunteers are assessed and enrolled as required.

 Seven-day timeliness standards will be monitored and documented in all customer records.

- 10. The Provider will ensure that participating youth complete and submit an appropriate application for TANF, WIOA, and/or CCMEP.
- 11. CCMEP Comprehensive Assessment using the form JFS 03008. The JFS 03008 may be completed by CCMEP Provider staff or contracted WIOA Youth Providers at application and/or recertification for services or benefits.
- 12. The Provider shall utilize the JFS 03004 "Comprehensive Case Management and Employment Program Individual Opportunity Plan" (3/2016). Information that must be included in the individual opportunity plan includes, but is not limited to:
 - The dates or timeframes the individual opportunity plan will be reviewed and/or revised;
 - The barriers to employment identified through the comprehensive assessment;
 - The program participant's plan to overcome barriers and achieve the goal of self-sufficiency and employment;
 - A requirement that the program participant register with the
 OhioMeansJobs website <u>www.ohiomeansjobs.ohio.gov</u>. Provider
 must work with the participant to ensure they understand how to use
 their OMJ account, search for jobs, and become familiar with the
 career planning resources the site offers;
 - The services (including supportive services) the participant will receive; and
 - Based on the services provided, one or more activities in which the program participant will engage.
- 13. Provide a brief description of how the lead agency will ensure the following elements are made available to CCMEP participants:
 - Tutoring, study skills training, instruction and dropout prevention;
 - Alternative secondary school services or dropout recovery services;
 - Paid and unpaid work experience (with an academic and occupational education component);
 - Occupational skill training;
 - Education offered concurrently with workforce preparation activities;
 - Leadership development opportunities;

- Supportive services;
- Adult mentoring;
- Follow-up services for not less than 12 months;
- Comprehensive guidance and counseling;
- Financial literacy education;
- Entrepreneurial skills training;
- Labor market and employment information; and
- Activities to prepare for and transition to post-secondary education and training;

14. Provider should briefly describe how they will deliver relatively more intensive services to participants who meet one or more of the criteria below:

- Parenting class as part of a case plan with a Public Children Services
 Agency;
- Alcohol or drug addiction treatment;
- Assistance in finding a home because the participant is homeless;
- Assistance in obtaining services related to domestic violence issues;
- Assistance in reentering the workforce due to ex-offender status;
- Supplemental Security Income (SSI) case management needed;
- Mental health counseling needed;
- Dropout prevention and recovery service;
- Basic skills deficiency; and
- Transitioning from foster care.

Any one or more of the barriers listed above may result in a referral for intensive case management. However, the decision to make that referral will be determined on a case by case basis. Considerations may include: underlying circumstances, whether or not the participant is already in receipt of services needed to address the barrier and for how long, the severity of the situation, and the participants attitude and willingness to accept/receive help.

- 15. HCJFS expects case managers to work in collaboration with their customers to develop meaningful individual opportunity plans oriented toward the CCMEP performance goals of employment, job retention, earnings growth and credential attainment.
 Briefly describe how this will be accomplished.
- 16. HCJFS recommends that CCMEP case managers review the goals and activities outlined in the individual opportunity plans with their customers at least every 30 days. This is necessary in order to revise the plans as individuals make progress toward their goals or experience changes in life circumstances or events. Briefly describe how this will be accomplished.
- 17. HCJFS expects staff to engage with program participants at least once every 14 days if the participant is receiving intensive case management, or once every 30 days if the participant is not receiving intensive case management. Briefly describe how this will be accomplished.
- 18. CCMEP participants must commit to participating in CCMEP for a minimum of 20 hours per week. Based on the participant's individual opportunity plan, the Provider may consider including in these hours such things as time spent in work, training or education activities, job search, case management, and homework and travel time.

 OWF work-eligible CCMEP participants must adhere to the minimum 20-hour requirement or the hour requirement set forth in Ohio Administrative Code rule 5101:1-3-01, whichever is higher. Good cause reasons for not meeting the 20-hour requirement may include illness, court-ordered appearances and lack of child care.

 Briefly describe how this will be accomplished.
- 19. Annual TANF eligibility redetermination must be completed by Provider(s) as appropriate.
- 20. Twelve (12) months of follow-up services are required for every participant who exits the program as described in paragraph (E)(9) of rule 5101:14-1-02 of the Administrative Code. **Briefly describe how this will be accomplished.**

21. Caseload:

To effectively and regularly engage with customers, case managers must have manageable caseloads. Caseload sizes may vary based on customer needs and level of services required. The Provider should identify planned (and subsequently, actual) caseload sizes for both general and intensive CCMEP service populations.

HCJFS will value proposals that place a relatively high proportion of funded staff into direct management as opposed to supervisory, support, or back-office activities.

Briefly describe how this will be accomplished.

22. Monitoring:

The selected Provider will be able to assure a robust and timely CCMEP participation/activity tracking protocol. The tracking must clearly support Contract reporting requirement as well as participation and outcome reporting needed to support local mandates related to OWF work participation, WIOA performance measures, Youth Employment billings, www.ohiomeansjobs.ohio.gov registration and similar.

23. Satisfaction:

HCJFS requires that Provider has a mechanism in place to solicit and collect feedback from CCMEP participants to better understand their experiences in the program and implement program improvements where needed. **Provide a plan to complete universal satisfaction surveys at least annually.**

HCJFS also requires that the Provider has a mechanism in place to solicit and collect feedback from CCMEP case managers to better understand their experiences in the program and implement program improvements where needed. **Provide a plan to complete universal feedback surveys at least quarterly.**

24. Close cases properly:

The Provider may propose to end CCMEP eligibility for a program participant when:

- A. The program participant has successfully entered post-secondary education, military enlistment, or deployment, and/or unsubsidized employment and no longer needs CCMEP services.
- B. The program participant has been awarded Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) by the Social Security Administration and has made application for services with opportunities for Ohioans with disabilities.
- C. The program participant has failed to utilize CCMEP services on multiple occasions without good cause and the lead agency has made

reasonable efforts to provide services and make contact with the program participant.

- CCMEP services and follow-up services must stop immediately if the participant is determined to be no longer eligible for WIOA or TANF (PRC).
- 25. Primary measures for CCMEP mirror those prescribed in WIOA for the youth program.
 These include job entry, youth placement, credential attainment, median earnings and job retention. Briefly describe how this will be accomplished.

There are six primary performance measures for each lead agency:

- 1) **Education, training or employment at exit:** the percentage of program participants that are in unsubsidized employment, education, or
- 2) Education, training or employment 2nd quarter after exit: the percentage of program participants that are in unsubsidized employment, education, or training activities during the second quarter after exit.
- 3) Education, training or employment 4th quarter after exit: the percentage of program participants that are in unsubsidized employment, education, or training activities during the fourth quarter after exit.
- 4) Median earnings 2nd quarter after exit: the median earnings of program participants who are in unsubsidized employment during the second quarter after exit.
- 5) Credential attainment rate: the percentage of program participants that were in an education or training program while enrolled in CCMEP who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from CCMEP. A program participant who has attained a secondary school diploma or its recognized equivalent can only be included in this measure if the program participant is also employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.
- 6) Measurable skill gains: the percentage of program participants who, during a program year, are in an education or training program that leads to a High School Diploma or its Equivalency, a recognized postsecondary credential or employment and who are achieving documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Gains will be based on attainment of one of the following: 1) gain in at least one educational functioning level; 2) High School Diploma or its Equivalency; 3) secondary/postsecondary

transcript/report card showing that the participant is achieving the state unit's policies for academic standards; 4) satisfactory or better progress report towards established milestones from the employer/training provider who is providing training; or 5) successful completion of an exam that is required for a particular occupation, or progress in attaining technical or occupational skills as evidenced by trade related benchmarks such as knowledge-based exams.

The Provider will collect data through OBWP, the Work Number and other employment verification sources, and various education attainment resources to support the measures above.

The Provider will verify and store in the case record any supplemental data that is included in performance measures.

- 26. Any selected vendor shall identify, for JFS, any funds spent by the vendor from other sources on behalf of these CCMEP participants.
- 27. The selected vendor(s) shall be expected to offer reasonable collaboration and referral services for and with local fatherhood, summer youth, and similar service opportunities.
- 28. Bidding vendors should anticipate, plan around, and describe methods to support a requirement that initial intake participant work activity assignments shall include child care search, financial literacy, resume writing, and job search instruction for example.
- 29. Assessment and case management delivery methods under this contract will utilize "Goal4It!" assessment techniques and tools which include Career Pathways and all other ODJFS CCMEP tools

Licensure, Administration and Training

- Identify any actions against your organization through ODJFS, ODMHAS or any other licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, provide outcome of any action that resulted in a revocation.
- 2. Provide a description of your organization's employee screening and clearance policy.
- 3. Describe training, supervision, and support provided to staff.

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately July 1, 2024. Provider must submit a budget and budget narrative of the CCMEP program expenses, estimated number of participants, and projected cost per participant for the initial Contract term. In addition, if Provider is requesting an increase in costs for renewal years 1, 2 and 3, you must complete the data sheet in the budget and describe in detail the reasons for increased costs/expenses. Budgets and CCMEP program expenses, estimated number of participants, and projected cost per participant must be submitted in the form provided. Contracts will be written for the initial term of one (1) year with three (3) one (1) year options for renewal.
- B. Provider must warrant and represent the Budget is based upon current financial information and programs.

The *Cost Reimbursement* for each service proposed for the span of the contract must be listed on the Cover Sheet, Attachment A.

- C. Provider must submit a detailed narrative demonstrating how costs are related to the service(s) presented in the proposal.
- D. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- E. For the purposes of this RFP, "unallowable" program costs (detailed list is located in2 CFR Part 200 Subpart E) include:
 - cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 - bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - contributions to a contingency(ies) reserve or any similar provision for unforeseen events;

- 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
- 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;
- 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.

2.3.1 Funding

CCMEP TANF funding for this contract will begin July 1, 2024.

Note: Please see the notes below. They acknowledge the complexity of funding any program with both WIOA and TANF dollars.

Administrative activities and dollars in the Provider budget:

A major difference between TANF and WIOA administration definition is that TANF guidelines include eligibility determination as an administrative expense. Additionally, TANF guidelines dictate administrative activities remain an administrative expense, even if performed by a sub-recipient/contractor. Under WIOA, all costs incurred by a sub-recipient/contractor are program expenses, unless the sub-recipient/contractor is solely providing administrative support. Further detailed information can be found here:

TANF Administrative Definition: OAC 5101:9-6-08, Temporary Assistance for Needy Families (TANF) Administration Allocation.

WIOA Administrative Definition: Draft Notice of Proposed Rule-Making, Section 683.215.

CCMEP WIOA Youth funds will be allocated in July of each state fiscal year and will remain available to the local area for two state fiscal years, plus a 90-day liquidation period. CCMEP TANF Youth funds will be allocated in October of each federal fiscal year and will remain available for one state fiscal year, plus a 90-day liquidation period.

2.4 Customer References

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

- A. Company name;
- B. Address;
- C. Phone number;
- D. Fax number;

- E. Contact person;
- F. Nature of relationship and service performed; and,
- G. Time period during which services were performed.

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

2.5 Personnel Qualifications

Please submit resumes with the below following information for key clinical and business personnel who will be working with the program. These positions are Agency Director, CFO, Clinical Director:

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

Provider's program manager must have two years' experience as a program manager with a similar program.

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

2.6 Financial Documentation

Prior to Contract award, a copy of the most recent independent annual audit report, most recent single audit, if applicable and the most recent Form 990. For a sole proprietor or forprofit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year- end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. Provider's failure to provide these

documents may result in rejection of the proposal and subsequently a Contract will not be awarded. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.

2.7 Declaration of Property Tax Delinquency

After award of a Contract, and prior to the time a Contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as a part thereof.

2.8 Proposal Documents

The following items are to be attached only to the original proposal:

Ownership, Annual Report, and Licensure

- A. Agency/Company Ownership Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- B. Annual Report A copy of Provider's most recent annual report.

It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.

The following items are to be attached to the original proposal and all copies:

System and Fiscal Administration Components

- A. Contact Information Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts Submit a letter of intent from each subcontractor indicating its 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 and obligations 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. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
- F. Insurance and Worker's Compensation A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Provider must note that as a Contract requirement the following conditions must be met:

During the Contract and for such additional time as may be required,
Provider shall provide, pay for, and maintain in full force and effect the
insurance specified in the attached sample Contract, for coverage at not less
than the prescribed minimum limits covering Provider's activities, those
activities of any and all subcontractors or those activities anyone directly or

indirectly employed by Provider or subcontractor or by anyone for whose acts any of them may be liable.

Certificates of Insurance

As a matter of proof of insurance, prior to the effective date of the Contract, Provider shall give the County and HCJFS the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the Contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05. Certificates are to be sent to the HCJFS Contract Specialist, 222 E. Central Parkway Cincinnati, Ohio 45202 and the Hamilton County Risk Manager, Room 707, 138 East Court Street Cincinnati, OH 45202 Fax: 513-946-4720.

- G. Job Descriptions For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, staff and Supervisors.
- H. If needed: 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 instructor or social worker. Also include forms used to record participant progress.
- Program Quality Documents Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
 QA manual need not be included.

- J. Agency's/Company's Brochures A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.
- L. Demonstrate an ability to subcontract, or otherwise engage an inclusive and community-based set of community partners, work sites, and service Providers. The contract holder shall be responsible for monitoring, reporting, oversight, billing, payment, record-keeping, site visits and compliance assurance related to all services delivered either directly or through one of those community settings/partners/subcontractors. In all cases, the contract holder shall ensure compliance with all terms and conditions of this contract for self and subcontractors.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM

DELIVERY DATE

RFP Issued	January 10, 2024
RFP Conference	January 25, 2024 1:00p.m. EST Microsoft Teams
Deadline for Receiving Final RFP Questions	February 2, 2024, 1:00 p.m. EST
Deadline for Issuing Final RFP Answers	February 12, 2024, end of day
Deadline for Registering for the RFP Process	January 23, 2024 1:00 p.m. EST
Deadline for Proposals Received by RFP Contact Person	On or before February 23, 2024 NO LATER than 1:00 p.m. EST
Anticipated Proposal Review Completed	Week of March 25, 2024
Anticipated Start Date	July 1, 2024

3.2 RFP Contact Person

RFP 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:

Kris Bullock, Contract Services
Hamilton County Department of Job & Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202

Hamil_ContractServicesProcurementBullock@jfs.ohio.gov

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS January 23, 2024 1:00 p.m. EST.

All interested Providers must complete Registration Form (see Attachment G) e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number.

The RFP Contact Person's email is: Hamil ContractServicesProcurementBullock@jfs.ohio.gov

3.4 RFP Conference

The RFP Conference will take place on Microsoft teams on January 24 2024 at 1:00p.m. EST The information for the teams meeting is as follows:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 212 030 108 532

Passcode: Lup6Fq

Download Teams | Join on the web

Join with a video conferencing device

682042763@t.plcm.vc

Video Conference ID: 116 552 054 1

Alternate VTC instructions

Or call in (audio only)

+1 614-721-2972,,967828652# United States, Columbus

Phone Conference ID: 967 828 652#

Find a local number | Reset PIN

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

A. Prior to the RFP Conference, questions may be e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.

- B. After the RFP Conference, questions may be e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after February 2, 2024, 1:00 p.m. EST. The final responses will be posted and e-mailed no later than February 12,2024 by the close of business.
- D. Only Providers who register for the RFP Process will receive electronic, unlocked budget, attachments and addenda.
- E. The answers issued in response to such Provider questions become part of the RFP.

3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with the RFP process. If an interested Provider or anyone associated with an interested Provider attempts any unauthorized communication, Provider's proposal is subject to rejection.

Individuals associated with this RFP and related 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 RFP Contact Person listed in Section 3.2.

Examples of unauthorized communications prior to the award of the contract, except to the RFP Contact Person listed in Section 3.2, including but are not limited to:

- A. Telephone calls;
- B. Letters, emails, social media contacts and faxes regarding the RFP process, anything related to the RFP or the RFP process; and
- C. Visits in person or through a third party attempting to obtain information regarding the RFP, anything related to the RFP or the RFP process.

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after February 2, 2024 1:00 p.m . EST

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

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

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later January 19,2024 1:00 p.m. 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, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to February 2,2024 1:00 p.m. of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the Contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to http://www.hcjfs.org

3.9 Availability of Funds

Contract awards are conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider, HCJFS reserves the right to exercise one of the following alternatives:

- A. Reduce the utilization of the services provided under the Contract, without change to the terms and conditions of the Contract; or
- B. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty will accrue to HCJFS in the event either provision is exercised. HCJFS will not be obligated or liable for any future payments due or for any damages as a result of termination

4.0 SUBMISSION OF PROPOSAL

Provider must certify the proposal and pricing will remain in effect for 365 calendar days after the proposal submission date.

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

If, in the opinion of HCJFS, information included within Provider's proposal was intended to mislead the County in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

Proposals must be received by the <u>RFP Contact Person</u>, <u>Kris Bullock</u>, via email on or before February 23 ,2024 no later than 1:00 p.m. EST. *Proposals received after this date and time will not be considered. An email receipt will be sent once proposal is received.*

It is absolutely essential that Providers carefully review all elements in their final proposals.

Once received, proposals cannot be altered; however, HCJFS reserves the right to request additional information for clarification purposes only.

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted on or before February 9, 2024 no later than 1:00 p.m. will be performed 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. Registry for RFP
- B. Timely Submission The proposal is received via email, on or before February 23, 2024 no later than 1:00 p.m and according to instructions. Proposals emailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Completed Budgets, Section 2.3;

F. Responses to System and Fiscal Administration Components, Section 2.8.

Stage 2. Evaluation Committee Review

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee.

Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS.

Review Committee shall evaluate each Provider's proposal using criteria developed by HCJFS.

Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

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

Stage 3 Other Materials

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

A. Written responses from Provider to clarify questions posed by Review Committee.

Such information requests by Review Committee and Provider's responses must always be in writing;

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

Stage 4 Evaluation Scoring

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

If HCJFS determines that it 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 70% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth20% of the total evaluation score.
- E. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% 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 Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful Provider are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.
- F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Providers who submitted Qualified Proposals, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14)

business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Provider and be addressed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

4.9 Public Records

All proposals submitted shall become the property of HCJFS to use or, at its option, return such proposals. All proposals and associated documents will be considered to be public information and will be open for inspection to interested parties after the award of a contract unless identified as a trade secret or otherwise exempted from disclosure under the Ohio Public Records Act.

Trade secrets or otherwise exempted information must be clearly identified and marked as such in the proposal. Each page containing such material must:

- 1. Be placed in a sealed envelope;
- 2. Must have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope; and
- 3. Be placed in the required order of the response format.

For example if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret then

- the word "Trade Secret" would be stamped in the corner of Page 6;
- Page 6 would be placed in an envelope; and
- The envelope is stamped as containing a "Trade Secret" is placed after page 5.

DO NOT MARK EVERY PAGE OF YOUR PROPOSAL AS TRADE SECRET OR OTHERWISE EXEMPTED FROM DISCLOSURE OR YOUR PROPOSAL MAY BE REJECTED

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a) HCJFS is permitted to

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

It is Provider's sole responsibility to legally defend the actions of HCJFS for withholding Provider's documents as trade secrets or otherwise exempted information if the issue is challenged.

4.10 Provider Certification

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

4.11 Public Record Requests Regarding this RFP

Per ORC 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final Contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code, shall not be available until after the award of the Contract(s). Award is defined as when the Contract is fully executed by all parties.

ATTACHMENT A

Cover Sheet for Comprehensive Case Management and Employment Program (includes checklist)

ATTACHMENT A

PROPOSAL COVER SHEET FOR

Comprehensive Case Management and Employment Plan (CCMEP) RFP RFP #KB01-24R

Name of Provider :				
Provider Address:	Include	the state and sin as		
	inciuae ci	ty, state and zip co	oae	
Contact Person :	(Please Print or type name		Title	
Phone Number:	Fax Number	: E	-Mail:	
Additional Names: F	Provider must include the	names of individua	ls authorized to negotiate with	
Person(s) authorize	ed to negotiate with H	CJFS:		
(1) Name:		Title:		
(Please Print)		(Please		
Phone Number:	Fax Number		E-Mail:	
(2) Name:	Print)		(Please Print)	
Phone Number:	Fax Number:		E-Mail:	
Initial Term for 1 st Twelve (12) Months 7/1/24 - 06/30/2025	Renewal Year 1 for 2 nd Twelve (12) Months 7/1/25 - 06/30/26	Renewal Year For 3 rd Twelve Months 7/1/26 - 06/30/	(12) for 4 th Twelve (12) Months	
CCMEP Program Expenses: \$ Estimated # of Participants: Projected Cost per Participant:	CCMEP Program Expenses: \$ Estimated # of Participants: Projected Cost per Participant: \$	CCMEP Program Expenses: \$ Estimated # of Participants: Projected Cost per Participant: \$	Expenses: \$ Estimated # of Participants:	
	ovider's governing body	has authorized th	ined in this proposal are true is application and documen Date	
Signature – Financial C				
-				

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

RFP Submission Checklist

Pursuant to Section 4.6 of the RFP, the following items are to be included in your proposal in order for it to be deemed qualified. Please indicate that the items are included by checking the corresponding column.

Action Required	RFP Section	Included
Did you register for the RFP process?	3.3	
Will your Proposal be submitted by 11:00 a.m. on February 28, 2020?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the CCMEP Program Expenses and the Projected cost per Participant for the Initial Term on the Cover Sheet?	2.1	
Did you include the CCMEP Program Expense and the Projected cost per Participant for the First, Second, and Third Renewal Terms on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.8	

ATTACHMENT A-1

Program
Component
Checklist

RFP# KB02-23R - Comprehensive Case Management and Employment Program (CCMEP) RFP $Program \ Component \ Checklist$

Please ensure all questions in Section 2.2.1 are answered and page numbers are listed by using checklist below.

Proper Answer: If YES - list page number where response can be found. If NO - list reason for not responding.

Program Components				
QUESTION #	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
Question 1				
Question 2				
Question 3				
Question 4				
Question 5				
Question 6				
Question 7				
Question 8				
Question 9				
Question 10				
Question 11				
Question 12				
Question 13				
Question 14				
Question 15				
Question 16				
Question 17				
Question 18				
Question 19				
Question 20				
Question 21				
Question 22				
Question 23				
Question 24 (A-C)				
Question 25				
Question 26				
Question 27				
Question 28				
Question 29				
Licensure, Administration and Training				
Question 1				
Question 2				
Question 3				

ATTACHMENT B

Contract Sample

HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PURCHASE OF SERVICE SUBRECIPIENT AGREEMENT

This Agreement is entered into on	between the Board of County
Commissioners of Hamilton County, Ohio ("Co	ounty") through the Hamilton County Department of Job
& Family Services ("HCJFS") and Provider N	Name, ("Provider"), with an office at Address, City and
Zip , whose telephone number is (nnn) nn	nn-nnn, for the purchase of Comprehensive Case
Management and Employment Program (Co	CMEP).

1. TERM

This Agreement will be effective from <u>July 1, 2024</u> through <u>June 30, 2025</u> inclusive ("Initial Agreement Term"), unless otherwise terminated or extended by formal amendment.

The total amount of the Agreement cannot exceed **<u>\$Agreement value</u>** for the Initial Agreement Term.

In addition to the terms set forth above, this Agreement may be renewed, at the option of HCJFS for three (3) additional one (1) year term ("The Renewal Period"). The total amount of these Renewal Period(s) cannot exceed the amounts listed below over the life of each Renewal Period.

First Renewal \$ Agreement value Second Renewal \$ Agreement value Third Renewal \$ Agreement Value

This Renewal Period is subject to funds availability, satisfactory performance by the Provider, and submission of all necessary paperwork required by HCJFS to implement an Agreement.

2. SCOPE OF SERVICE

A. EXHIBITS (additional exhibits may be added based on proposal response)

Subject to terms and conditions set forth in this Agreement and the attached exhibits (such exhibits are deemed to be a part of this Agreement as fully as if set forth herein), Provider agrees to perform the identify service and population referred by HCJFS (the "Consumer") as more particularly described in Exhibit I, Request for Proposal (RFP number), Exhibit II, Provider's Proposal and Exhibit III, Provider's Budget. The following exhibits are incorporated in this Agreement:

- 1. Exhibit I Request for Proposal (list RFP number), including addendums;
- 2. Exhibit II Provider's Proposal;
- 3. Exhibit III Provider's Budget; and
- 4. Exhibit IV Budget Adjustment Protocol
- B. ORDER OF PRECEDENCE (this will be tailored depending upon the specification in the RFP, program and funding all exhibits are to be included in the order of precedence as well)

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

- 1. Exhibit I Request for Proposal (RFP number), including addendums (list addendums);
- 2. Exhibit II Provider's Proposal;
- 3. Exhibit III Provider's Budget; and
- 4. Exhibit IV Budget Adjustment Protocol
- C. PROVIDER RESPONSIBILITY (the individual programmatic and funding requirements as specified in the RFP for provider performance shall be listed here):
 - 1. This Agreement utilizes OWF funding.
 - 2. Should new referrals increase to the point where they are unmanageable, both parties agree they will meet to discuss possible modifications to the Agreement Scope of Service as described in The Request for Proposal (Exhibit I) and Provider's Proposal (Exhibit II).
 - 3. Any program description intended for internal or external use shall mention referrals and funding are provided by the Hamilton County Department of Job and Family Services.
 - 4. Required Documentation and Reporting: Records of all service provided to all Consumers in the contracted program(s) (whether reimbursed by this Agreement or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.
 - 5. Provider is required to submit a final performance deliverable report no later than ninety (90) days following the end date of service for each calendar year. Performance deliverables are defined in Section 2.2 of Exhibit I, The Request for Proposal.
 - 6. HCJFS reserves the right to request additional reports at any time during the Agreement period. It is the responsibility of Provider to furnish HCJFS with reports as requested. HCJFS may exercise this right without an Agreement amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
 - 7. The compensation amount in section **3**, **BILLING AND PAYMENT** is the full payment for Consumer service. No fees or additional cost shall be charged to any

Consumer for the Agreement service without expressed HCJFS approval. Such approval must be made by way of an Agreement amendment.

- 8. Provider warrants that all other sources of revenue have been actively pursued prior to billing HCJFS for services. Possible revenue sources include, but are not limited to, 3rd party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.
- 9. Provider is to ensure that all Agreement requirements contained within are also part of the requirements placed on all subcontracts providing service for this project. HCJFS reserves the right to audit and/or test Agreement requirements for the above mentioned subcontracts at any time during the term of this Agreement and up to three (3) years thereafter.
- 10. OWF Funding dictates the following: Provider is required to follow Federal, State, and County laws regarding work participation. This includes but is not limited to information found in the County Self Sufficiency Plan (SSP) and the TANF Reauthorization provisions of the Deficit Reduction Act of 2005.
- D. HCJFS RESPONSIBILITY (the individual programmatic and funding requirements for HCJFS as specified in the RFP shall be listed here)
- 3. BILLING AND PAYMENT (Agreements either may be cost reimbursement or payment based upon an established unit rate as determined in the RFP and the accepted proposal and budget. Language and requirements are to fit the financial model needed for the agreement and program.)
 - A. Rates of Payment HCJFS agrees to reimburse Provider for actual expenses incurred, documented and invoiced during each month of service of the Agreement period. Provider acknowledges that it will be reimbursed for its actual expenses and not for the expense amounts set forth on any budget or projection. This rate of payment was established and supported by the attached program budget, Exhibit III.
 - Provider reserves the right, and HCJFS agrees that Provider may move or adjust from any line item, contained on Provider's Budget, Exhibit III, by an amount less than Ten Percent (10%), without prior approval of HCJFS, given that the adjustment does not impact the provider's overall budget amount and unit rate. Any line item adjustment that is 10% or greater will require Provider to follow the guidelines defined in exhibit IV, HCJFS Budget Adjustment Protocol.
 - B. Billing and Payment Original invoices, signed by Provider, will be sent each month to HCJFS within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

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

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

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

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

4. ELIGIBILITY FOR SERVICES

Beginning July 1, 2024, lead agencies will serve youth and young adults ages 14 - 24 in the CCMEP program in accordance with the following:

- 1. Required CCMEP participants:
 - A. Participants in the Ohio Works First (OWF) program who have been determined to be work-eligible.
 - B. Participants in the Ohio Works First (OWF) program who have been determined to be work-eligible and are co-enrolled in CCMEP WIOA.
- 2. Volunteer CCMEP participants:
 - A. OWF participants determined not to be work-eligible.
 - B. Individuals receiving benefits and services through the Prevention, Retention and Contingency (PRC) program.

5. AVAILABILITY AND RETENTION OF RECORDS

A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, consumer 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 consumer used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years.

- B. 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.
- C. 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.
- D. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- E. 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 an eligible Consumer, with the beginning and ending time(s) of the Service(s).

6. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, 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 Agreement 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 Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

7. NON-EXCLUSIVE

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

8. CONFLICT OF INTEREST

Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to perform the services under this Agreement.

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

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

9. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Agreement shall not be assigned by the Provider without the prior written approval of HCJFS. Provider may not subcontract any of the services agreed to in this Agreement without the express written consent of the HCJFS. At the time of Agreement signing, Provider warrants that Provider has a signed Agreement with all approved subcontractors or will execute a signed Agreement with all approved subcontractors within thirty (30) days of execution of Provider's Agreement with HCJFS.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement, including the insurance requirement in which Hamilton County, the BOCC, HCJFS and the Provider are listed as additional insured. Provider agrees it will remain primarily liable for the provision of all deliverables under this Agreement and it will monitor any approved subcontractors to assure all requirements under this Agreement are being met.

HCJFS acknowledges and agrees that the following subcontractors may perform services in relation to this Agreement: (identify any subcontractors anticipated to do work via the Agreement):

1.

Notwithstanding any other provisions of this Agreement that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Agreement or use of any subcontractor, without HCJFS prior written consent, is grounds for HCJFS to terminate this Agreement with one (1) day prior written notice.

Provider must notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Agreement requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Agreement 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 subcontractor.

10. GOVERNING LAW

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

11. INTEGRATION AND MODIFICATION

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

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

12. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement 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 Agreement shall be valid and enforced to the fullest extent permitted by law.

13. TERMINATION

A. Termination for Convenience

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Provider one hundred twenty (120) 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. 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 that 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 Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A material breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; and v) any other event that 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 (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, 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, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

Provider shall not be relieved of liability to HCJFS for damages sustained 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.

14. TRANSITION PLAN

The Transition Plan to be used in the event of termination or expiration of this Contract is attached to and incorporated into this Contract as Exhibit V. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Consumers and their families. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities. To ensure continuity of services to Consumers and families, the Transition Plan, at a minimum, includes the following schedule:

- A. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- B. A monthly Service Authorization report will be provided to HCJFS or designee until the termination date of the Contract; and
- C. "Data dump" to HCJFS of all consumer data from Provider's electronic systems will occur within thirty (30) days after the termination date of the Contract.

HCJFS reserves the right to waive any of the above Transition Plan requirements and dates at its sole discretion.

15. COMPLIANCE

- A. Provider certifies that Provider and all subcontractors who provide direct or indirect Services under this Contract will comply with all requirements of federal laws and regulations, applicable 2 CFR 200, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.
 - Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's full time employees.
- B. Prohibitions for Purchases of Telecommunication & Video Surveillance from Selected Providers Providers must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.

3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

16. 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 Ohio Civil Rights Law.

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

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

17. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

A. Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

B. Provide shall post the most recent version of the AD- 475A and/or AD-475B "And Justice for All" poster.

18. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

19. RELATIONSHIP

Nothing in this Agreement is intended to, nor shall it be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Agreement. Provider shall at all times have the status of an independent subcontractor without the right or authority to impose tort, subcontractual or any other liability on HCJFS or the County.

20. DISCLOSURE

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

21. WAIVER

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

22. NO ADDITIONAL WAIVER IMPLIED

If HCJFS or Provider fails to perform any obligations under this Agreement 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.

23. CONFIDENTIALITY

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

24. AUDIT RESPONSIBILITY

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

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

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days will be cancelled and will not be re-issued.

HCJFS also reserves the right to not increase the rate(s) of payment or the overall Agreement amount for services purchased under this Agreement if there is any outstanding or unresolved issue related to an audit finding.

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

B. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give HCJFS a copy of Provider's most recent annual report, most recent annual independent audit report and any report associated management letters.

- C. HCJFS reserves the right to evaluate programs of contracted providers. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and consumers. Such evaluations will be deemed at Provider's own time and expense.
- D. Provider will cause a single or program-specific audit in accordance with OMB Circular A-133, depending upon the total amount of Federal funds received by Provider, including but not exclusively received from HCJFS or solely for the services delivered in this Agreement. Provider should submit a copy of the above described completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

25. WARRANTIES AND REPRESENTATION

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

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

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

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

26. AVAILABILITY OF FUNDS

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

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

27. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Agreement, the parties shall not be deemed in default during the continuance of such inability

provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' property or employees which are necessary to Provider's ability to perform.

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

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

28. COORDINATION

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

29. LEGAL ACTION

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

30. PUBLIC RECORDS

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

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

31. DRUG-FREE WORKPLACE

Provider certifies and affirms that Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F. Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, 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.

32. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

33. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Agreement may fall within the public domain, Provider will not release information about or related to this Agreement 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 Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of Provider's performance under the Agreement. Except where HCJFS approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents HCJFS may provide to Provider to fulfill the Agreement, and impact of Agreement activities.

If contacted by the media about this Agreement, 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 Agreement information and results to market to specific clients or prospects.

34. AMENDMENTS

This writing constitutes the entire agreement between Provider and HCJFS with respect to all matters herein. This Agreement may be amended only in writing and signed by Provider and HCJFS; however, it is agreed by Provider and HCJFS that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments.

The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

33. 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. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits:

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

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

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

Provider agrees the business auto liability policy will be endorsed to provide this coverage.

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be emailed to the Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov. The forms must state the following: "Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement 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: Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov.
 - 4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause.

NOTE: If Provider offers Limited contractual liability instead of Blanket contractual liability as listed in (A)(3) and (D)(4) above, the following language must be added to the paragraph above:

All certificates of insurance shall reference the project/Contract number for which the insurance is being provided.

5. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.

10. 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.

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.

34. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Vendor agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (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 Vendor, its subcontractor(s), Vendor's or its subcontractor's (s') employees and agents, assigns, and those designated by Vendor to perform the work or services encompassed by the Contract. Vendor agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions. In addition, Vendor agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Vendor. In the event Vendor fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Vendor shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

35. SCREENING AND SELECTION

A. Criminal Record Check and Fingerprint-Based Checks

Provider warrants and represents it will comply with the requirements of ORC 2151.86. Provider shall perform all criminal record checks consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and

provide updated notifications of subsequent Criminal Activity for each such person thereafter through their enrollment in the Ohio Attorney General's Bureau of Criminal Investigation's ("BCI") Retained Applicant Fingerprint Database continuous criminal record monitoring service ("Rapback Service")

Provider shall provide all persons who are subject to a criminal record check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal record check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

Provider shall obtain a signed release of information, in the form attached hereto and incorporated herein as Exhibit III. Provider shall allow inspection and audit of the above criminal records' transcripts, fingerprint-based checks, or reports by Agency or a private vendor hired by Agency to conduct compliance reviews on its behalf.

B. Requirements for the Transportation of Consumers

Any individual transporting Consumers shall possess the following qualifications:

- 1. Prior to allowing an individual to transport a Consumer, an initial satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence must be obtained;
- 2. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence; and
- 3. Maintenance of a current and valid driver's license.

Provider must, at all times, comply with Ohio's Child Passenger Safety Law as set forth in Ohio Revised Code 4511.81 while transporting any Consumer. In this same regard, no Consumer that that is required to have a seat restraint can be transported by Provider until such requirement is met.

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

Contract

- 1. the individual has a condition which would affect safe operation of a motor vehicle;
- 2. the individual has six (6) 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. 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.
- D. Except as provided in Section I below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- E. Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers. Instructions and guidance on how to obtain this clearance can be found at https://jfs.ohio.gov/ocf/childprotectiveservices.stm.
- F. All completed and documented checks shall be maintained in the employee file.
 - Provider shall ensure that every above described individual will sign a release of
 information, attached hereto and incorporated herein as Exhibit IX Release of
 Personnel Records and Criminal Record Check to allow inspection and audit of
 the above Central Registry report by HCJFS or anyone conducting compliance
 reviews on their behalf.
 - 2. Provider shall not assign any individual to work, volunteer with or transport consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired

G. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Provider believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

1. If the Provider is seeking rehabilitation for a foster caregiver, a foster care

Contract #

applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.

2. If Provider is seeking rehabilitation for any other individual serving Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

HCJFS will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Consumers on a case-by-case basis. It is HCJFS's sole discretion whether to permit a rehabilitated individual to work with, volunteer with or transport HCJFS Consumers.

H. 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.

36. LOBBYING RESTRICTIONS

- A. Provider affirms that no federal funds paid to Provider by HCJFS through this Contract or any other agreement has been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. Provider further certifies compliance with all lobbying restrictions, including Title 13, Section 1352 of the United States Code (USC), 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
- B. Provider certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

Provider further warrants that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

37. DEBARMENT AND SUSPENSION

A. Provider certifies that neither Provider nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR Part 98.

Provider also affirms that within three (3) years preceding this agreement neither Provider nor any of its principals:

- 1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
- 2. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this Section and have not had any public transactions (Federal, State, or local) terminated for cause or default.
- B. Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of the Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

38. MAINTENANCE OF SERVICE

Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the Agreement shall be maintained. Provider further certifies that Federal funds will not be used to supplant non-federal funds for the same service.

39. GRIEVANCE PROCESS

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

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

40. PROPERTY OF HAMILTON COUNTY

Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of HCJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for HCJFS and Provider to use such

copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law; such materials are confidential or otherwise exempted from disclosure.

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Provider agrees to and by executing this Agreement hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverable(s) under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Agreement or that are generally known and available.

41. FAITH BASED ORGANIZATIONS

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

42. CHILD SUPPORT ENFORCEMENT

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

43. HCJFS AGENCY BADGES

Badges supplied by HCJFS to temporary or contracted employees must be returned to the HCJFS Agreement Liaison within 10 days of Agreement termination or contractor employee termination. Failure to return the badges may result in the withholding from Provider's final payment of a \$10.00 charge for each badge not returned.

44. DEFAULT BY PROVIDER

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

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

45. CONTACT INFORMATION

HCJFS

NAME & EMAIL	PHONE #	DEPARTMENT	RESPONSIBILITY
Contract Manager	(513) 946-nnnn	Contract Services	Contract changes, Contract
			language, Contract budget, audits
Budget Officer	(513) 946-2461	Fiscal	billing and payment
Workforce Investment	(513) 579-nnnn	Area #13 Workforce	Oversight of all work & staff of the
Board President		Investment Board	SWORWIB.
Program Manager	(513) 946-nnnn	Workforce	Scope of service, service
		Development	eligibility, program outcomes

Provider

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Business Contact			Contract changes, Contract
			language, Contract budget, audits
Budget and Finance			billing and payment
Program Manager			Scope of service, service
			eligibility, program outcomes

46. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

47. ENERGY POLICY AND CONSERVATION ACT

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

48. AGREEMENT CLOSEOUT

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

49. SUBRECIPIENT

Provider is designated as a "subrecipient" as referenced by OAC 5101:9-1-88. A subrecipient is defined as a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program.

Provider will have some of the same restrictions and requirements as the federal, state, and local governments/organizations, such as the auditing standards set forth in Code of Federal Regulations (CFR) Chapter II Part 200 Subpart D, budgeting protocols, and federal budget/cost guidelines are all applicable to the Provider.

50. RETENTION OF PROCUREMENT RECORDS

Financial, programmatic, statistical, recipient records and supporting documents must be retained by the Provider for a minimum of three (3) years after the ODJFS acceptance of the final closeout expenditure report, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law.

If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three (3) year period, the records must be retained until the completion of the action and resolution of all issues that arise for it or until the end of the regular three (3) year period, whichever is later.

Contract #

51. REPORTING

Provider agrees to comply with all applicable standards; orders or regulation issued relating to awarding agency requirements pertaining to reporting (O.A.C. 5101:9-4-07(K) (8) and (C.F.R. 200.332.

52. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

53. PATENT RIGHTS

Provider agrees to comply with all applicable standards, orders or regulation issued relating to awarding agency requirements pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement (O.A.C. 5101:9-4-07(K)(7) and (37 C.F.R. Part 401).

54. COPYRIGHTS AND RIGHTS IN DATA

Provider agrees to comply with all applicable standards, orders or regulation issued relating to awarding agency requirements pertaining to copyrights and rights in data (O.A.C. 5101:9-4-07(K) (9) and 2 C.F.R. 910.362).

The terms of this Agreement 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, 2024.
Provider:	
By:	
Title:	Date:
Board of County Commissioners,	
Hamilton County, Ohio:	
By:	_
Title:	Date:
Recommended By:	
Date:	
Michael Patton, 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

Budget and Instructions

AGENCY:	BUDGET PREPARED FOR PERIOD					
NAME OF CONTRACT PROGRAM:				TO_		
	INDICATE NAME (OF SERVICE IN A	PPROPRIATE COL	UMN BELOW		
				MGMT	OTHER DIRECT	TOTAL
EXPENSES BY PROGRAM SERVICES				INDIRECT	SER	EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.0
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.0
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.0
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.0
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.0
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.0
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.0
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.0
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.0
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.0
K. SUB-TOTAL OF EXPENSES BEFORE MGMT						
INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.0
ALLOCATION OF MGT/INDIRECT COSTS						0.0
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.0

ESTIMATED NUMBER OF PARTICIPANTS TO BE SERVED:	TOTAL	-				
TOTAL CCMEP PROGRAM COSTS COST PER PARTICIPANT	\$ \$	\$ \$	\$ \$			
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00

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

		HRS					MGMT	OTHER	TOTAL
POSITION TITLE	# STAFF	WK	Annual Cost				INDIRECT	DIRECT	EXPENSE
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
TOTAL SALARIES			0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
B.PAYROLL TAXES						
FICA %						0.00
WORKER'S COMP. %						0.00
UNEMPLOYMENT %						0.00
BENEFITS						
RETIREMENT						0.00
HOSPITAL CARE						0.00
OTHER (SPECIFY)						0.00
						0.00
TOTAL EMPLOYEE PAYROLL TAXES &						
BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

NOTE: You must list the percentage amount on the FICA, Worker's Comp and Unemployment lines. Remember - Unemployment Taxes are based ONLY on the first \$7,000 of the employees salary.

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

Professional Fees & Contracted Services Narrative

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

Consumable Supplies Narrative

Please type narrative here.

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

Occupancy Costs Narrative

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

Travel Costs Narrative

Please type narrative here.

					OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						0.00
PROPERTY						0.00
ACCIDENT						0.00
OTHER						0.00
TOTAL INSURANCE COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Insurance Costs Narrative

EMBENGES BY BROOD AN SERVICES					OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	SERV	TOTAL EXPENSE
H.EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under						
\$5,000.00, which are to be purchased during budget						
period should be listed)						
						0.00
						0.00
						0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR						
(DETAIL)						0.00
						0.00
						0.00
						0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
						0.00
						0.00
TOTAL VILLOR GOOTTO						0.00
TOTAL LEASE COSTS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE						
EQUIPMENT ITEMS (detail on page 7)	0.00	0.00				0.00
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00

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

LARGE EQUIPMENT DEPRECIATION COSTS

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

Tot which costs are include		saaget mast a	so se itemize	a on this since	u necaca, cau	u copies in	., 20 111440 4114 11411			
								*PERCENT	AMOUNT	
	NEW		TOTAL				CHARGEABLE	USED BY	CHARGED TO	WHICH
ITEM(S) TO BE	OR	DATE OF	ACTUAL	SALVAGE	TOTAL TO	USEFUL	ANNUAL	CONTRACT	CONTRACT	CONTRACTED
DEPRECIATED	USED	PURCHASE	COST	VALUE	DEPRECIATE	LIFE	DEPRECIATION	PROGRAM	PROGRAM	PROGRAM
			0.00	0.00	0.00	0	0.00	100.00%	0.00	
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			0.00		0.00		0.00		0.00	

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

Miscellaneous Costs Narrative.

Please type narrative here.

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

Mgmt/Indirect Cost Narrative.

Please type narrative here.

Profit Margin Narrative (for profit entities only).

DEVELOPED BY DD C CD 1 M CDD M CDC				MGMT	OTHER DIRECT	
REVENUES BY PROGRAM SERVICES				INDIRECT	SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify						
agency & type)						
						0.00
						0.00
						0.00
B.OTHER FUNDING						
FEES FROM CLIENTS						0.00
CONTRIBUTIONS						0.00
						0.00
						0.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
						0.00
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00

Revenue Narrative

RENEWAL YEAR ESTIMATED COST SHEET

	RENEWAL YEAR 1	RENEWAL YEAR 1	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if
PROGRAM	EXPENSE	UNIT RATE	HCJFS awards increases in renewal years 1, 2 and 3.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

PROGRAM	RENEWAL YEAR 2 EXPENSE2	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1, 2 and 3
PROGRAM 1	EIR EI (SEE	CIVITICITE	110015 umurus mereuses m renemar years 192 unu s
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

CONTRACT BUDGET INSTRUCTIONS

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

These instructions are designed to assist in the completion the budget. Should you have any questions, please submit them to the HCJFS Contact Person via email at

1) hamil_contractservicesprocurementbullock@jfs.ohio.gov

PAGE 1 - SUMMARY PAGE

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

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

Mgmt Indirect Cost

AGENCY: (Enter legal name of your agency)

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

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

HCJFS CONTRACT BUDGET

BUDGET PREPARED FOR PERIOD

(1)	(2)	(3)	OPRIATE COLUMN (4)	(5)	(6)	(7)
(1)	(2)		(+)	(3)	T	(/)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						
*ESTIMATED <u>TOTAL</u> UNITS OF SERVICE O BE PROVIDED: *TOTAL PROGRAM EXPENSES / TOTAL UNITS				**UNIT= (Define	unit - day, hour, t	rip, etc)

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

Instructions:

- Column 1: Description of expenses by type.
- Columns 2-4: Totals of the direct costs entered for each section on pages 2 through 8. **Direct costs** are those that can be identified specifically to the service being proposed.
- Column 5: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.
- Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both Traditional and Therapeutic Foster Care and Residential Treatment and you are responding to a Request For Proposals (RFP) for Traditional and Therapeutic Foster Care, all costs associated with Residential Treatment would be entered under "Other Direct Serv".
- Column 7: Column 7 is the sum of Columns 2 through 6.

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

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

2

Instructions:

- Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as "Other Personnel".
- Column 2: Indicate the number of staff for the position title identified in Column 1.
- Column 3: Indicate the number of hours each staff will work each week for the proposed service.
- Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as "Other Personnel", you may enter the sum of the salaries.
- Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.
- Column 8: Enter the salary costs that are indirectly associated with the service being proposed.

Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or

indirectly associated with the proposed service.

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

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

3

Instructions:

- Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".
- Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.
- Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.
- Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 3 - SECTION C - PROFESSIONAL FEES & CONTRACTED SERVICES

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

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

Instructions:

Column 1: List all professional fees and contracted services.

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

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

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

PAGE 4 - SECTION D - CONSUMABLE SUPPLIES

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

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

Instructions:

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

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

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

4

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

PAGE 4 - SECTION E – OCCUPANCY COSTS

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

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

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

Instructions:

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

4

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

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

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

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

Other – List separately any other costs associated with occupancy.

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

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

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

PAGE 5 - SECTION F - TRAVEL COSTS

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

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

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

5

Instructions:

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

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

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

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

PAGE 5 - SECTION G - INSURANCE COSTS

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

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

5

Instructions:

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

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

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

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

PAGE 6 - SECTION H - EQUIPMENT COSTS

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

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

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

Instructions:

Column 1: List of equipment costs by expense type.

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

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

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

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

PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

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

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

7

Instructions:

Column 1: Enter item to be depreciated.

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

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

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

Column 7: Enter useful life per IRS guidelines.

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

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

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

Column 11: Enter name of service proposed.

PAGE 8 – SECTION I - MISCELLANEOUS COSTS

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

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

8

Instructions:

Column 1: List miscellaneous costs separately.

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

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

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

proposed.

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

PAGE 8 – SECTION J - PROFIT MARGIN

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

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

8

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

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

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

8

PAGE 9 – REVENUE BY PROGRAM SERVICES

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

individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

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

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

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

Instructions:

Column 1: List funding sources.

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

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

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

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

PAGE 10 – RENEWAL YEAR ESTIMATED COST SHEET

Please estimate the total expenses and the unit rate by program for renewal years. These estimates will be used in helping HCJFS determine increases for the renewal years.

BCCS CONTRACT BUDGET HCJFS CONTRACT BUDGET

RENEWAL YEAR ESTIMATED COST SHEET

(1)	(2)	(3)	(4)
PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
PROGRAM 1			•
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			
PROGRAM	RENEWAL YEAR 2 EXPENSE	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

- Column 1: Please list the program name (ie Traditional Foster Care, Therapeutic Foster Care Level 1, etc.)
- Columns 2 Please enter the estimated total expense for renewal year 1 by program. Further down under the second set of headings, please list the estimated total expenses for renewal year 2 by program.
- Column 3: Please enter the estimated unit rate for renewal year 1 by program. Further down under the second set of headings, please list the estimated unit rate for renewal year 2 by program.
- Column 4: Please write a detailed narrative of justifying the increased costs and unit rate.

Sample Budget

HCJFS CONTRACT SAMPLE BUDGET

(for reference purposes only)

AGENCY: Acme Foster Care

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: Traditional & Therapeutic Foster Care

January 1, 2017 TO December 31, 2017

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

		Therapeutic			OTHER	TOTAL
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	DIRECT SER	EXPENSE
A. STAFF SALARIES	154,750.00	218,750.00	0.00	44,350.00	359,400.00	777,250.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	38,355.38	54,225.38	0.00	10,830.59	89,055.54	192,466.88
C. PROFESSIONAL & CONTRACTED SERVICES	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00
D. CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00
E. OCCUPANCY	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00
F. TRAVEL	29,625.00	29,625.00	0.00	0.00	23,250.00	82,500.00
G. INSURANCE	2,790.00	1,860.00	0.00	500.00	3,150.00	8,300.00
H. EQUIPMENT	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00
I. MISCELLANEOUS	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL OF EACH COLUMN	416,970.38	497,210.38	0.00	76,580.59	613,705.54	1,604,466.88
ALLOCATION OF MGT/INDIRECT COSTS	20,632.02	13,645.48		-45,484.94	11,207.44	0.00
TOTAL PROGRAM EXPENSES	437,602.40	510,855.86	0.00	31,095.65	624,912.98	1,604,466.88

ESTIMATED TOTAL UNITS OF SERVICE

TO BE PROVIDED: 8,395.00 5,475.00 **UNIT** = 1 day

TOTAL PROGRAM COST/TOTAL UNITS

OF SERVICE = UNIT COST: \$52.13 \$93.31

TOTAL REVENUE	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00

A. STAFF SALARIES - Attach Extra Pages for Staff,

			Annual	Traditional Foster	Therapeutic		MGMT	OTHER DIRECT	TOTAL
POSITION TITLE	# STAFF	HRS WK	Cost	Care	Foster Care 3		INDIRECT	SERVICE	EXPENSE
Program Director	1.00	40.0		14,000.00	14,000.00			28,000.00	56,000.00
Case Manager	10.00	400.0	320,000.00	128,000.00	192,000.00				320,000.00
Clerical Specialist	1.00	40.0	25,500.00	12,750.00	12,750.00				25,500.00
Clerical Specialist	1.00	40.0	25,500.00					25,500.00	25,500.00
Other Personnel			195,250.00					195,250.00	195,250.00
Executive Director	1.00	10.0	85,000.00				21,250.00	63,750.00	85,000.00
Human Resource Director	1.00	13.2	70,000.00				23,100.00	46,900.00	70,000.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
TOTAL SALARIES	15.00	543.2	777,250.00	154,750.00	218,750.00	0.00	44,350.00	359,400.00	777,250.00

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

The budget shows the positions assoiated with our Foster Care program. Staffing consists of the following:

1 Program Director - 25% allocated Traditional Foster Care; 25% allocated to Therapeutic Foster Care; remaining 50% allocated to other services not associated with foster care.

1 Program Director - 25% allocated to Traditional Foster Care

25% allocated to Therapeutic Foster Care 3

50% allocated to other services not associated with foster care.

10 Case Managers 40% allocated to Traditional foster Care

60% allocated to Therapeutic Foster Care 3

1 Clerical specialist 50% allocated to Traditional Foster Care

50% allocated to Therapeutic Foster Care 3

1 Executive Director 25% allocated to Foster Care Program

1 Human Resource Director 33% allocated to Foster Care Program.

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SERVICES	TOTAL EXPENSE
B.PAYROLL TAXES						
FICA 7.65 %	11,838.38	16,734.38		3,392.78	27,494.10	59,459.63
WORKER'S COMP. 1.9%	2,940.25	4,156.25		842.65	6,828.60	14,767.75
UNEMPLOYMENT 2.3 %	983.25	1,397.25		120.06	2,260.44	4,761.00
BENEFITS						
RETIREMENT 1%	1,547.50	2,187.50		443.50	3,594.00	7,772.50
HOSPITAL CARE 13%	20,117.50	28,437.50		5,765.50	46,722.00	101,042.50
OTHER Life/Disability .6%	928.50	1,312.50		266.10	2,156.40	4,663.50
						0.00
TOTAL EMPLOYEE PAYROLL TAXES &						
BENEFITS	38,355.38	54,225.38	0.00	10,830.59	89,055.54	192,466.88

Employee Payroll Taxes & Benefits Narrative.

Payroll taxes are based on on current FICA, Worker's Comp and Unemployment percentages. Unemployment taxes are calculated on the first \$9,000.00 of each employee's salary. Benefits for full time employees include hospitalization, retirement, group life and disability insurance.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.)	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
Foster Parent Fees	167,900.00	164,250.00				332,150.00
Accounting Services				6,000.00	12,000.00	18,000.00
Janitorial Services				9,900.00	20,100.00	30,000.00
						0.00
TOTAL PROFESSIONAL FEES & CONTRACTED						
SERVICES	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00

Professional Fees & Contracted Services Narrative

Professional and contracted services include fees paid to our Foster Parents. We currently have 38 foster parents. Other contracted services include accounting and janitorial.

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE		900.00			4,500.00	5,400.00
CLEANING						0.00
PROGRAM	500.00	300.00			600.00	1,400.00
OTHER - Food					10,000.00	10,000.00
						0.00
						0.00
TOTAL CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00

Consumable Supplies Narrative

Program expenses include gifts for children and youth activities. Office supplies are allocated based on the number of FTE's in each service.

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ \$10.00 PER SQ. FT. 10,000	10,000.00	15,000.00			75,000.00	100,000.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF						
ORIG. ACQUISITION COST						0.00
MAINTENANCE & REPAIRS	1,200.00	1,800.00			9,000.00	12,000.00
UTILITIES (MAY BE INCLUDED IN RENT) HEAT &						
ELECTRICITY WATER						0.00
TELEPHONE	2,200.00	3,300.00			6,500.00	12,000.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
TOTAL OCCUPANCY COSTS	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00

Occupancy Costs Narrative

Rental expense is allocated by square footage of office space. This expense is further allocated between Traditional Foster Care and Therapeutic Foster Care 3 based on the number of FTE's in each service.

Telephone expense includes office phones and company cell phones used by employees. This expense is further allocated between Traditional Foster and Therapeutic Foster Care based on the number of FTE's in each service.

Maintenance & Repairs expense is allocated by square footage of office space. This expense is futher allocated between Traditional Foster Care and Therapeutic Foster Care 3 based upon the number of FTE's in each service.

Utilities are included in the rent.

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	TOTAL EXPENSE
F.TRAVEL COSTS						
GASOLINE & OIL						0.00
VEHICLE REPAIR						0.00
VEHICLE LICENSE						0.00
VEHICLE INSURANCE						0.00
OTHER (PARKING)						0.00
MILEAGE REIMBURSE.@ <u>\$.50</u> PER MILE	28,125.00	28,125.00			18,750.00	75,000.00
CONFERENCES & MEETINGS, ETC.	1,500.00	1,500.00			4,500.00	7,500.00
PURCHASED TRANSPORTATION						0.00
TOTAL TRAVEL COSTS	29,625.00	29,625.00	0.00	0.00	23,250.00	82,500.00

Travel Costs Narrative

Travel costs include mileage reimbursement of \$.50 per mile. Estimated number of miles are 150,000. Conference and meetings expense include costs for 4 employees to attend conference on Foster Care.

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY	2,460.00	1,640.00		500.00	2,900.00	7,500.00
PROPERTY	330.00	220.00			250.00	800.00
ACCIDENT						0.00
OTHER						0.00
TOTAL INSURANCE COSTS	2,790.00	1,860.00	0.00	500.00	3,150.00	8,300.00

Insurance Costs Narrative

Insurance costs include liability insurance for foster parents and executive officers of the agency. Insurance costs are allocated to the services based on number of FTE's in each service.

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	TOTAL EXPENSE
H.EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, wh	nich are to be purchased					
						0.00
						0.00
						0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						0.00
						0.00
						0.00
						0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
Copiers	900.00	900.00			900.00	2,700.00
						0.00
						0.00
TOTAL LEASE COSTS	900.00	900.00	0.00	0.00	900.00	2,700.00
TOTAL COST DEPRECIATION OF LARGE						
EQUIPMENT ITEMS (detail on page 7)	1,000.00	1,000.00	0.00	0.00	1,000.00	3,000.00
TOTAL EQUIPMENT COSTS	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00

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

Equipment Costs include lease charges for copiers and depreciation of computer system purchased in March, 2008.

LARGE EQUIPMENT DEPRECIATION COS

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, n

If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was full depreciated on the agency's books prior to the beginning date of the contract may not be used as a basis

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.

		' '	Τ	<u> </u>	<i>'</i>	1	1	PED CELIE	116777	
								*PERCENT	AMOUNT	
			TOTAL				CHARGEABLE	USED BY	CHARGED TO	
		DATE OF	ACTUAL		TOTAL TO	USEFUL	ANNUAL	CONTRACT	CONTRACT	WHICH CONTRACTED
ITEM(S) TO BE DEPRECIATED	NEW OR USED	PURCHASE	COST	SALVAGE VALUE	DEPRECIATE	LIFE	DEPRECIATION	PROGRAM	PROGRAM	PROGRAM
Computer system	N	03/03/2008	15,000.00	0.00	15,000.00	5	3,000.00	100.00%	3,000.00	1/3 to Trad,TFC3, RT
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			15,000.00		15,000.00		3,000.00		3,000.00	

^{*} Enter as a decimal.

		Therapeutic			OTHER DIRECT	TOTAL
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	EXPENSE
I.MISCELLANEOUS COSTS						
Postage	1,000.00	800.00			500.00	2,300.00
Dues/Subcriptions	2,000.00	1,000.00			1,000.00	4,000.00
Background checks	2,250.00	1,500.00			1,250.00	5,000.00
Recruitment	2,500.00	2,000.00			1,500.00	6,000.00
						0.00
TOTAL MISCELLANEOUS COSTS	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
J. PROFIT MARGIN (For profit entities only)						0.00
TOTAL OF ALL EXPENSES	416,970.38	497,210.38	0.00	76,580.59	613,705.54	##########

Miscellaneous Costs Narrative.

Miscellaneous costs include postage, professional dues, foster parent recruitment, and backgound checks on foster parents and employees. Miscellaneous costs are allocated based on the number of FTE's in each service.

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

Mgmt/Indirect Cost Narrative.

Management/Indirect costs are allocated to all services based on the percent of total direct salaries of each service to total agency salaries.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

N/A.

REVENUES BY PROGRAM SERVICES		Therapeutic			OTHER DIRECT	TOTAL
	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify						
agency & type)						
Hamilton County Job & Family Services	375,000.00	455,000.00			620,000.00	1,450,000.00
Butler County Job & Family Services	58,000.00	51,000.00				109,000.00
						0.00
B.OTHER FUNDING						0.00
FEES FROM CLIENTS						0.00
CONTRIBUTIONS -						0.00
donations				6,000.00		6,000.00
endowment				23,000.00		23,000.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
Fundraising	5,000.00	5,000.00		·	7,000.00	
TOTAL REVENUE	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00

Revenue Narrative

Revenues are projected based upon the per diem rate and the number of children in each service.

EXHIBIT II

RENEWAL YEAR ESTIMATED COST SHEET

	RENEWAL YEAR 1	RENEWAL YEAR 1	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if
PROGRAM	EXPENSE	UNIT RATE	HCJFS awards increases in renewal years 1 and 2.
Traditional Foster Care	\$435,383.12		Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable.
Therapeutic Foster Care 3	\$279,300.06		Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable.
PROGRAM 3			
PROGRAM 4			

			NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This
	RENEWAL YEAR 2	RENEWAL YEAR 2	narrative will be used to help determine the amount of increase Provider may receive if
PROGRAM	EXPENSE2	UNIT RATE	HCJFS awards increases in renewal years 1 and 2.
			Requesting a 3 percent increase. Salaries and contracted services are anticipated to increase 3
			percent. In addition, an upgrade to computer equipment is needed that will increase costs by 3
Traditional Foster Care	\$448,444.61	\$53.43	percent. All other costs should increase by approximately the cost of living (2.5%).
			Requesting a 3 percent increase. Salaries and contracted services are anticipated to increase 3
			percent. In addition, an upgrade to computer equipment is needed that will increase costs by 3
Therapeutic Foster Care 3	\$287,679.06	\$52.54	percent. All other costs should increase by approximately the cost of living (2.5%).
PROGRAM 3			
PROGRAM 4			

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 5/10)

I. Overview

The purpose of the Hamilton County Department of Job and Family Services (HCJFS) Provider Certification Process is to assess a service provider's 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. may be completed prior to contract signing. Section C. 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;
 - 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.

IT	EM	EXPLANATION
2.	Other Provider certifications Reviewed and accepted:	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management. This information is used to determine the financial
	 a. Most recent annual independent audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A; e. most recent federal income tax return; f. written internal financial controls. 	status of an agency. Things to look for are: 1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy. 2. Do the attachments/exhibits indicate problems, recommendations, etc.? 3. Does the audit management letter indicate a problem or areas that need improvement? 4. Does the SAS61 indicate problems, concerns, etc.? 5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year. 6. Were taxes filed timely? If not, why? Were extensions requests done timely? 7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <i>Government Auditing Standards</i> . The information is also
		available on the GAO website at: http://www/gao.gov/policy/guidance.htm
3.	Indicate Provider's filing status with the IRS: a. 501C3 (not-for-profit); b. sole proprietor; c. corporation (for profit); d. government agency; e. other (specify).	The filing status is important because of filing and tax conditions which are unique to each category.

Received current copies of: Copies of all the documents must be received prior to a. Articles of Incorporation, if applicable; contract signing. b. job descriptions for all staff in program 1. Job description titles should match to the salaried budget; positions in the budget and to the positions in the c. insurance with the correct amount, type T.O. of coverage and additional insureds listed; d. Worker's Compensation insurance; 2. Insurance amounts are the standard amounts listed e. table of organization including advisory in the boiler plate contract. Work with management boards & committees; for unusual coverage amounts for unusual services. f service/attendance form, sign-in sheet, etc. Indicate the expiration date so HCJFS can do timely g. contract service contingency plan, if applicable. follow-up to ensure the insurance coverage remains current. 3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions. 4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client names, date, begin/end time, unit(s) of service, name of teacher/case worker, etc. 5. The contract service contingency plan is to detail

etc.

Reviewed 3 of the last 12 months

board minutes

how service will be provided to HCJFS clients should the provider be unable to comply with the contract

administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues,

terms. What is the provider's back-up plan?
Review for problems which could reflect on the

Reviewed accounting/record keeping system: 1. The agency must show how the expenses and a. financial record keeping method revenue for each contracted program will be 1) is a separate account set up for reported/tracked in a separate account. our program? 2. Determine how financial invoices will be filed. Is 2) are invoices filed for easy reference? b. cash or accrual system; this adequate for audit purposes? c. revenue source during start-up period; d. ability to issue accurate and timely reports 3. Identify the accounting system used - cash vs. e. maintenance of client service records. accrual. This is important in an audit for determining 1) method for documenting client service; how expenses and revenues are reported. 2) method for compiling data for reports; 3) method for tracking performance 4. Determine how the agency will meet payroll and indicators; other contract related expenses during the start-up f. how will the Provider manage cash flow during period, prior to receiving the first contract the first 3 months of the contract? reimbursement. 5. Review the process for reporting expenses, service and performance goals. Does provider have the administrative capacity to manage the contract in an accurate and timely fashion? In the program area? In the financial area? 6. Review the process for documenting and maintaining client service records. Is it acceptable for audit purposes? Can invoiced services be easily tracked to a source document? Is the information in the source document legible, complete, etc? 7. Since the initial reimbursement will be approximately 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time. 7. When applicable, review personnel files Based on the work performed by the contract for proof of required documentation including, agency's staff, conduct a sampled review of but not limited to: personnel files to ensure required documentation is current professional license/certification; current and on file. Indicate discrepancies and driver's license with < 5 points; develop an action plan with the agency to ensure b. compliance prior to contract signing. proof of car insurance; c. police/BCII check completed within the last 12 months. Transportation Issues (when applicable) This section is to identify potential problems for the a. is public transportation readily available? program area in client access of service. b. how far from the program site is the public transportation stop? c. indicate the type of available parking facilities: 1) private lot; 2) municipal/public lot; 3) on-street parking;

4) client/staff pay to park.

- 9. Interior Public Areas
 - a. indicate general impression of appearance cleanliness, neatness, safety, etc.
 - b. is facility handicapped accessible?
 - c. are bathrooms handicapped accessible?
 - d. does facility design ensure client confidentiality?
 - e. is the facility adequate for our program?
 - f. ask provider if a negative building safety report has been issued by the fire department.
- 10. Contract Management Plan review provider's written plan for contract management.
 - a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?
 - b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?
 - c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?
 - d. what is provider's plan for conducting self-reviews to ensure contract compliance?
 - e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?
 - f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?
 - g. what is provider's plan for monitoring contract utilization?

Purchased services are to be provided in an appropriate setting and accessible to all referred clients. This area is subjective and open to interpretation. The question to ask yourself is if you'd feel comfortable referring a client to this location. The fire department only issues a report when there are building safety issues. Ask to see any negative safety report and, if any, ask for proof of compliance - repair invoices, etc. Calls can be made to the fire department if the status is in doubt.

The purpose of the plan is to ensure the provider is fully aware of the contractual obligations and has a pro-active plan for managing the various contract components. At a minimum, the provider's written plan must address these seven (7) areas.

Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or

reviewed within the first 6 months of the contract.

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

confidentiality guaranteed?

Hamilton County Department of Job and Family Services Provider Certification Document

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

anu	should not be seen as an official accredit	ation, needsting of endorsement of a provider program of agency.
1.	Reviewer's Name and Title	
2.	Initiation of Certification Process (Date)	
3.	Completion of Certification Process (Date)	
4.	Certification Status	
5.	Tax I.D. #	
6.	Oracle Contract #	
7.	Agency Name	
8.	Agency Address	
9.	Phone #	
10.	Fax #	
11.	Program Name	
12.	Service Name	
13.	Program Address, if different	
14.	Program Phone #, if different	
15.	Program Fax #, if different	

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

NOTES:

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

Item	Comments	Date Rec'd.	Date Complete
1. Other Provider certifications, i.e., Medicaid, JACHO, COA, etc.			
2. Reviewed and accepted: a. most recent annual indep. audit or comparable financial documents;.			
b. audit management letters, is applicable;			
c. SAS61 (auditor's communication to the board's audit committee), if applicable;			
d. most recent 990 and Schedule A;			
e. most recent federal income tax return;			
f. written internal financial controls. For assistance in developing internal financial controls, providers can consult the standards issued by the General Accounting Office (GAO) in the booklet titled <i>Government Auditing Standards</i> . The information is also available on the GAO website at http://www.gao.gov/policy/guidance.htm			
3. Indicate Provider's filing status with the IRS a. 501C3 (not-for-profit);			
b. sole proprietor;			
c. corporation (for profit);			
d. government agency;			
e. other (specify).			
4. Received current copies of:a. Articles of Incorporation, if applicable;			
b. job descriptions for all staff in program budget;			
c. insurance with the correct amount, type of coverage and add'al. insureds listed; Expiration Date:			

d. Worker's Compensation insurance;		
e. table of organization including advisory boards		
&		
committees;		
f. service/attendance form, sign-in sheet, etc.		
g. copy of the contract service contingency plan, if		
applicable for this service.		
5. Reviewed 3 of the last 12 months board minutes		
6. Reviewed accounting/record keeping system:		
a. financial record keeping method		
1) is a separate account set up for our program?		
2) are invoices filed for easy reference?		
1 1 1		
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;		
2) 4 16 4 1' 6 ' 1' 4		
3) method for tracking performance indicators;		
f. how will provider manage cash flow during the		
first 3 months of the contract?		
7. When applicable, reviewed personnel files for		
proof of required documentation including, but		
not limited to:		
a. current professional license/certification;		
b. driver's license with < 5 points;		
a much of con insurance:		
c. proof of car insurance;		
]	1

d. police/BCII check completed w/in last 12 mons.		
8. Transportation Issues (when applicable)		
a. is public transportation readily available?		
b. how far from the program site is the		
public transportation stop?		
c. indicate the type of available parking		
facilities:		
1) private lot;		
-/ F		
2) municipal/public lot;		
, , , , , , , , , , , , , , , , , , , ,		
3) on-street parking;		
4) client/staff pay to park.		
9. Interior - Public Areas		
a. indicate general impression of appearance -		
cleanliness, neatness, safety, etc.		
b. is facility handicapped accessible?		
11		
c. are bathrooms handicapped accessible?		
d. does facility design ensure client confidentiality?		
e. is the facility adequate for our program?		
f. ask Provider if a negative building safety report		
was issued by the fire department.		
10. Contract Management Plan - review provider's		
written plan for contract management.		
a. how will provider ensure integrity and accuracy		
of the financial system for reporting to HCJFS?		
b. how will provider ensure integrity of record		
keeping for documenting and reporting units of		
service and performance objectives to HCJFS?		
c. how will provider ensure administrative and		
program staff are fully aware of and comply with		
contract requirements?		

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

Additional comments/notes for Section B:

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

Item	Comment	Date	Date
		Rec'd.	Complete
1. Training plan for program area staff.			
a. proof provider staff are aware of contract			
requirements.			
2. Written program policies			
3. Policy & procedure manual for staff			
 a. provider's overall operation policy; 			
b. personnel policies;			
c. policy for using volunteers;			
d. affirmative action;			
e. cultural diversity training;			
f. police check policy.			
4. Received copy of provider's brochures or			
literature regarding their programs. How are			
cultural sensitivity issues addressed in the			
literature? Does provider serve specific			
cultural and/or ethnic populations?			
5. Received copy of providers's QA/QI plan			
or activities. At a minimum, the following			
should be included:			
a. consumer program satisfaction results			
(define method(s) to be used);			
b. HCJFS & provider staff satisfaction			
feedback mechanisms (defined in plan);			
c. unduplicated monthly & YTD data on #			
of referrals from HCJFS, # of			
consumers engaged in services, outreach			
efforts for no-show consumers, and			
contact dates and units;			

d. how goal/performance standard		
attainment will be documented and		
reported on an individual & aggregate		
basis;		
e. written information regarding service		
programs operated by provider & how		
the information is disseminated to		
consumers;		
f. provider's publicized complaint		
& grievance system to include		
written policies & procedures for		
handling consumer and family grievances		
and individual and program related		
grievance summaries;		
g. detailed safety plan;		
h. detailed written procedure for		
maintaining the security and confidentiality		
of client records.		

Additional comments/notes for Section C:

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

ATTACHMENT E

Declaration of Property Tax Delinquency

Declaration of Property Tax Delinquency (ORC 5719.042)

I,, he	ereby affirm that the Proposing Organization
herein,	, is / is not (check
one) at the time of submitting this propos	al charged with delinquent property taxes on the
general tax list of personal property wi	thin the County of Hamilton. If the Proposing
Organization is delinquent in the payme	nt of property tax, the amount of such due and
unpaid delinquent tax and any due and unp	paid interest is \$
Print Name	Date
Signature	
State of Ohio - County of Hamilton Not	<u>ary</u>
Before me, a notary public in a	nd for said County, personally appeared
, aut	norized 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 knowle	edge and belief.
IN TESTIMONY WHEREOF, I have affi	xed my hand and seal of my office at
, Ohio thi	s day of 20
	Notary Public

ATTACHMENT F

Release of Personnel Records & Criminal Records Checks



222 East Central Parkway • Cincinnati, Ohio 45202-1225 General Information: (513) 946-1000

General Information TDD: (513) 946-1295

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

Employer Name:			
Employee Name:			
Employee Address:			
Authorization Date:		Expiration Date:	
RELEASE OF PERS	SONNEL RECORDS AND C	CRIMINAL RECO	RD CHECKS
obtain a criminal reco			f Job and Family Services (HCJFS) to HCJFS Provider who is responsible for
ensure compliance w		riminal record che	ed to audit the records of Providers to cks of Providers' employees who are
NOW THEREFORE			
			y personnel records, including, but not s, and the three subsequent fiscal years
Signature		Date _	
A Criminal Record	Check		

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

ATTACHMENT G

RFP Registration Form

REGISTRATION FORM

RFP: KB01-24R, COMPREHENSIVE CASE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP)

January, 2024

All inquiries regarding this RFP are to be in writing and are to be e-mailed to:

Kris Bullock Hamilton County Job and Family Services 222 E. Central Parkway Contract Services, 3rd Floor Cincinnati, OH 45202

Email: hamil_contractservicesprocurementbullock@jfs.ohio.gov

Field Code Changed

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

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the RFP Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **January 30, 2024 no later than 1:00 p.m. EST.**

DATE:	
COMPANY NAME:	
ADDRESS (including city, state, zip code):	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:	
SIGNATURE:	

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

Please email this completed page to HCJFS Contract Services (Kris Bullock) to hamil_contractservicesprocurementbullock@ifs.ohio.gov

ATTACHMENT H

CCMEP PY2022 Unadjusted Annual Performance Report Data



Ohio's Comprehensive Case Management and Employment Program (CCMEP)

Performance Report:
Program Year 2022 UNADJUSTED Annual

CCMEP Report:

Program Year 2022 UNADJUSTED Annual

The Comprehensive Case Management Employment Program (CCMEP) Performance Report is produced by the Ohio Department of Job and Family Services' Office of Workforce Development for distribution to Local Workforce Area directors, County Department Job and Family Services directors, CCMEP Lead Agency contacts and CCMEP performance contacts and stakeholders. The report contains participant and program data for Program Year 2022 (PY 2022) from Advancement through Resources Information & Employment Services (ARIES). PY 2022 runs from July 1, 2022, through June 30, 2023.

The report organized is by statewide, WIOA Local Workforce Area, and CCMEP Lead Agency. Each section contains summary performance data and participant demographic data. Additional information and definitions of performance measures, their evaluation, and performance cohorts are in the beginning of this document for reference. A glossary of terms used throughout the report is at the end of this document.

NOTE: For the PY 2022 Adjusted Annual Report, the negotiated standard will be adjusted according to the Statistical Adjustment Model, which accounts for changes in the characteristics of the participants served and economic factors in CCMEP Lead Agencies. This "UNADJUSTED" Annual Report includes the numerator, denominator, and outcome for each measure for PY 2022 and contains "TBD" ("To Be Determined") for the columns titled "Adjusted Lead Agency Standard" and "Lead Agency Results". The "ADJUSTED" Annual Report will be released after PY 2022 and will include the final numerator, denominator, outcome AND the "Adjusted Lead Agency Standard" AND the evaluation (i.e., success or fails) for "Lead Agency Results" for all performance measures except Measurable Skill Gains (TEN 04-23).

For additional information regarding CCMEP performance and reporting, please refer to the program performance website: Program Performance Job and Family Services (ohio.gov)

If you have any questions or comments about this report, please contact Daniel Rizo-Patron at Daniel.Rizo-Patron@jfs.ohio.gov or Emily Ostrander at Emily CCMEPQNA@jfs.ohio.gov. If you have any questions or comments about CCMEP, please contact the CCMEP QNA Help Desk at CCMEPQNA@jfs.ohio.gov.

WIOA Local Workforce Area 13

County	CCMEP Lead Agency
Hamilton	Hamilton CDJFS

Performance Measures	Lead Agency Numerator	Lead Agency Denominator	Lead Agency Rate	Statewide Rate	Negotiated Lead Agency Standard
Education, Training or Employment 2nd Quarter after Exit	579	860	67.3%	67.5%	74.0%
Cohort Period: 7/1/2021-6/30/2022	373	800	07.3%	07.5%	74.0%
Education, Training or Employment 4th Quarter after Exit	626	922	67.9%	69.8%	72.0%
Cohort Period: 1/1/2021-12/31/2021	020	922	07.5%	03.876	72.0%
Median Earnings 2nd Quarter after Exit		578	\$3,834	\$3,437	\$3,100
Cohort Period: 7/1/2021-6/30/2022		576	73,034	75,457	\$5,100
Credential Attainment	148	389	38.0%	40.7%	60.0%
Cohort Period: 1/1/2021-12/31/2021	140	303	38.0%	40.7%	60.0%
Measurable Skill Gains †	227	653	34.8%	57.2%	45.0%
Cohort Period: 7/1/2022-6/30/2023	227	033	34.8%	37.2%	45.0%

Adjusted Lead Agency Standard	Unadjusted "Success" Level	Lead Agency Results*
TBD	66.6%	TBD
TBD	64.8%	TBD
TBD	\$2,790	TBD
TBD	54.0%	TBD
TBD	40.5%	TBD

Program Participants	Count	Percentage
Participants Served	2,109	
Participants Exited	374	
Cohort Period: 4/1/2022-3/31/2023	5/4	
Excluded from Performance Measures	1	0.2%

Program Funding	Count	Percentage
TANF Funded Participants	1,539	73.0%
WIOA Funded Participants	214	10.1%
TANF and WIOA Co-Funded Participants	356	16.9%

^{*} For definitions of terms used in this report, see glossary starting on page 231.

[†] The Measurable Skill Gains rate represents the percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment. IMPORTANT NOTE: participants in this measure have until the end of the program year (i.e., June 30, 2023) to show a skill gain.

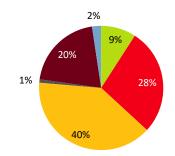
Ham		

July 1, 2022 - June 30, 2023

UNADJUSTED Quarterly CCMEP Performance Report PY 2022 Annual

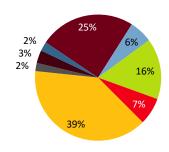
Participant Demographics	Count	Percentage
Total Participants Served	2,109	
Out of School Youth Adjustment Factor	,	12.8%
Participants' Gender		
Female	1,796	85.2%
Male	306	14.5%
Did not Disclose	7	0.3%
Participants' Current Age		
14-15	6	0.3%
16-18	178	8.4%
19-20	237	11.2%
21-22	266	12.6%
23-24	475	22.5%
25 and Older	947	44.9%
Participants' Ethnicity/Race		
Hispanic/Latino	47	2.2%
American Indian/Alaskan Native	7	0.3%
Asian	7	0.3%
Black/African American	1,692	80.2%
Native Hawaiian/Pacific Islander	0	0.0%
White	285	13.5%
More than One Race	30	1.4%
Program Entry Characteristics		
OWF Work Eligible	729	34.6%
OWF Volunteer	12	0.6%
PRC Volunteer	182	8.6%
WIOA Youth Eligible	1,186	56.2%

Education Status at Enrollment



- In-school (High school or less)
- In-school (Alternative)
- In-school (Post-Secondary)
- Not attending school (High school dropout)
- Not attending school (High school graduate)
- Not attending school (School age)

Education Level at Enrollment



- 9th Grade or Below
- 10th Grade
- 11th Grade
- 12th Grade
- High School Diploma
- High School Equivalency
- Some College
- Post-Secondary Credential

Participant Demographics	Count	Percentage
Education Status at Enrollment		
In-school (High school or less)	430	20.4%
In-school (Alternative)	50	2.4%
In-school (Post-Secondary)	192	9.1%
Not attending school (High school dropout)	585	27.7%
Not attending school (High school graduate)	834	39.5%
Not attending school (School age)	18	0.9%
Education Level at Enrollment		
9 th Grade or Below	517	24.5%
10 th Grade	126	6.0%
11 th Grade	329	15.6%
12 th Grade	147	7.0%
High School Diploma	826	39.2%
High School Equivalency	44	2.1%
Some College	70	3.3%
Post-Secondary Credential	50	2.4%
Participants with Barrier to Employment		
Individual with a Disability	94	4.5%
Pregnant or Parenting	902	42.8%
Single Parent	770	36.5%
Basic Skills Deficient	636	30.2%
Foster Youth	82	3.9%
Homeless Individuals / Runaway Youth	129	6.1%
Lack Transportation	NA	NA
Substance Abuse	NA	NA
Ex-Offender	166	7.9%
TANF Benefit Recipient	155	7.3%

ATTACHMENT I

Individual Opportunity Plan



Ohio Department of Job and Family Services

COMPREHENSIVE CASE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP) INDIVIDUAL OPPORTUNITY PLAN

CCMEP provides employment, training and supportive services to mandatory and voluntary program participants based on a comprehensive assessment of each individual's employment and training needs using the CCMEP Comprehensive Assessment (OWCMS, JFS 03003, and/or JFS 03006).

Name	Phone		Email		DC)B	Last four of SSN or Seeker ID	
Case Manager Name	Phone		Email			ı		Date
Employment History (Leave end date b	lank for curre	ent employmer	nt)					
Employer Name	Job Title		End Da	ite	County	State		Wage
1								
2								
Link to a CCMEP performance goal (ch	eck at least o	one)						
☐ Obtain employment (full or part-time) ☐ Complete training or certification ☐ Obtain a recognized post-secondary credential ☐ Increase earnings ☐ Obtain a secondary school diploma or its recognized equivalent								
Long-term goals (Career Pathway/ Trai	ning/ Educati	ion) Are these go	als for an	in-dem	and career? Yes		☐ No	
Goal 1	Goal 2							
	Short-	term goals (Ca	reer Pat	hway/	Training/ Education	1)		
Goal 1	Goal 3 Goal 5							
Goal 2	Goal 4				Goa	16		
		Serv	ices and	d Activ	rities			
Service	ONET Code (if needed) Service			vice			ONET Code (if needed)	
Activity/Detail(s)				Activity/Detail(s)				
Location Location								
Schedule/Frequency (including weekly hours)			Schedule/Frequency (including weekly hours)					
Start Date	Planned End Date Start Da		rt Date			Planned End Date		
Additional Instructions/Notes (including AD	structions/Notes (including ADA modifications)			Additional Instructions/Notes (including ADA modification)		modifications)		
Service	ONET Code (if needed) Service		vice			ONET Code (if needed)		

JFS 03004 (Rev. 8/2021) Page 1 of 5

Activity/Detail(s)		Activity/Detail(s)			
Location	ation				
Schedule/Frequency (including weekly hours)		Schedule/Frequency (inc	luding weekly hours)		
Start Date	Planned End Date	Start Date	Planned End Date		
Additional Instructions/Notes (incl	uding ADA modifications)	Additional Instructions/N	otes (including ADA modifications)		
Service	ONET Code (if needed)	Service	ONET Code (if needed)		
Activity/Detail(s)	I	Activity/Detail(s)	<u>l</u>		
Location		Location			
Schedule/Frequency (including we	ekly hours)	Schedule/Frequency (inc	luding weekly hours)		
Start Date	Planned End Date	Start Date	Planned End Date		
Additional Instructions/Notes (including ADA modifications)		Additional Instructions/N	Additional Instructions/Notes (including ADA modifications)		
Service	ONET Code (if needed)	Service	ONET Code (if needed)		
Activity/Detail(s)		Activity/Detail(s)			
Location		Location			
Schedule/Frequency (including we	ekly hours)	Schedule/Frequency (inc	luding weekly hours)		
Start Date	Planned End Date	Start Date	Planned End Date		
Additional Instructions/Notes (incl	uding ADA modifications)	Additional Instructions/N	otes (including ADA modifications)		
			th) Possible services include: 1) Supportive Services; 2) ities that Prepare Participant for Transition to Post-		
Follow-Up Service		Follow-Up Service			
Tollow op convice					
Follow-Up Service		Follow-Up Service			
-		Follow-Up Service Follow-Up Service			

JFS 03004 (Rev. 8/2021) Page 2 of 5

How often will my plan be changed?

I understand that my career coach will check-in with me at least every 30 days to assess and discuss my progress even after I am exited from the program to ensure my continued success. I am responsible for responding to my career coach and providing information as requested. Based on my progress and ongoing discussions with my career coach, this plan will be changed as needed.

What are my rights and responsibilities?

- I agree that to achieve my goals identified in this plan and successfully enter a career, I will actively participate in services and strive towards reaching my goals.
- I understand that this plan can be changed if something in my situation changes or my goals change, and that these changes will be documented in a new plan.
- I have the right to request assistance and services that will help me achieve my goals and enter a career.
- I have the right to request to be referred to an alternative provider or worksite if I object to a faith-based provider or worksite.

How will my career coach help me to achieve my goals?

My career coach will:

- Treat me with courtesy, dignity, respect and without discrimination.
- Assess my skills, employability and challenges to employment and/or education.
- Help me identify life and career goals and provide services and supports needed to achieve these goals including any special accommodation needed if I have a disability.
- Provide translation services if my primary language is not English or if I am hearing-impaired. My career coach will also provide key documents in my primary language or someone will be provided to translate the information on the documents into my primary language.
- Provide me with a copy of my plan, including any future amendment(s).
- Provide information on how I can appeal any decisions relating to the eligibility, enrollment, services or any other issues I may have regarding my
 participation in CCMEP.

What if I receive Ohio Works First benefits? - NOTE: This section applies ONLY to Ohio Works First Recipients.

If I receive a monthly cash benefit as part of the Ohio Works First (OWF) program, I understand that:

- This is my plan to become self-sufficient and this plan is my self-sufficiency contract.
- If I fail or refuse without good cause to comply in full with any provision of this plan, my entire assistance group will not receive a cash benefit for:
 - o If it is my first failure/refusal: One (1) month or until I stop failing or refusing to comply, whichever is longer. I also may receive less SNAP benefits.
 - o If it is my second failure/refusal: Three (3) months or until I stop failing or refusing to comply, whichever is longer. I also may receive less SNAP benefits, but I will not lose Medicaid coverage.
 - o If it is my third (or more) failure: Six (6) months or until I stop filing or refusing to comply, whichever is longer. I also may receive less SNAP and, I may lose my Medicaid coverage (but may regain Medicaid coverage at any time (even before the 6 months is up) if I begin to comply again with the CCMEP/work activity).

A sanction of my OWF benefits will not necessarily end my eligibility for this program as long as I work with my case manager during the sanction period.

- I understand that if I voluntarily terminate employment without "just cause", I will not receive cash assistance for my entire family for six months and I may receive less SNAP benefits. "Just cause" for voluntarily terminating employment includes, but is not limited to the following:
 - o Discrimination by an employer based on age, race, sex, color, handicap, religious beliefs or national origin
 - o Work demands or conditions that render continued employment unreasonable, such as working without being paid on schedule
 - o Employment that has become unsuitable due to any of the following:
 - The wage is less than the federal minimum wage
 - The work is at a site subject to a strike or lockout
 - The documented degree of risk to my health and safety is unreasonable
 - I am physically or mentally unfit to perform the employment, as documented by medical evidence or by reliable information from other sources.

JFS 03004 (Rev. 8/2021) Page 3 of 5

- o Documented illness for myself or another assistance group member that requires my presence
- A documented household emergency
- o Lack of adequate childcare for my child(ren) who are under six years of age.
- Other reasons as determined by my case manager.
- I agree to cooperate with the Child Support Enforcement Agency (CSEA) in establishing paternity and establishing, modifying, and enforcing a support order. While on OWF, I will assign support rights to the CSEA, if required. Cooperation includes, but is not limited to, the following:
 - o Identifying the parent(s) of my child(ren) and telling everything I know about him/her
 - Assisting the CSEA in establishing paternity (fatherhood) for each child
 - Attending required meetings
 - o Repaying any child support money that I received but was not eligible to receive
 - o Assisting the CSEA in getting support payments and any other payments and property for which my child(ren) are eligible; and
 - Other

I may not have to cooperate if I believe cooperation may reasonably result in physical or emotional harm to myself or my child; or if my child was conceived as a result of incest or rape; or if legal proceedings for adoption are pending before a court; or if I am currently being assisted by an agency to decide whether to keep my child or give my child up for adoption. I understand that the CSEA will need documents to show that I have "good cause" and will let me know if I have to cooperate or if I have "good cause."

- I understand that under state law, there is an initial 36-month time limit for getting OWF payments, and the 36 months do not have to run continuously. After I have received OWF for 36 months, I cannot get any more OWF payments unless I qualify under the CDJFS's rules for "extensions." There are three kinds of extensions: (1) "hardship" (2) "good cause" and (3) "domestic violence waiver." The CDJFS will discuss extensions with me before my initial 36-month time limit expires. I understand that I have received ______ (enter number of state months used) months of OWF).
- I understand that I can request a county conference and/or state hearing with the Ohio Department of Job and Family Services (ODJFS) if I do not agree with any action taken on my case, including but not limited to activities in my self-sufficiency contract and plan, CCMEP/work activities and supportive services.
- I have the responsibility to meet my commitments in this plan and I may fail to meet my commitments only when I have good cause. If I fail to meet my commitments on multiple occasions, I may lose my services in the program. I understand that it is my responsibility to notify my case manager within _____ of when I am unable to report for an assignment. It is my responsibility to provide written documentation to my case manager within _____ of the first missed/failed hour of participation of each assigned day missed/failed in order to verify my claim of good cause.
- I understand that good cause is limited to:
 - If I am ill; if it was necessary for me to take care of an ill family member that is related by blood, marriage or adoption and living in my household.
 - o If I or a family member living in my household, have a previously scheduled appointment necessary for medical, dental, or vision care.
 - o I have a previously scheduled job interview, including any subsequent interviews and/or testing requirements.
 - o I have a court ordered appearances.
 - o I have an appointment with another social service agency or program.
 - I have a death in my family. I understand that my case manager will work with me to determine the length of absence and that "family" includes a spouse, domestic partner (domestic partner is defined as one who stands in place of a spouse and who resides with the program participant), child, grandchild, parents, grandparents, siblings, stepchild, stepparent, step-siblings, great-grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or legal guardian or other person who stands in the place of a parent.
 - The school, place of work or worksite was closed the day I was supposed to go.
 - o I am a single custodial parent caring for a minor child under age six and did not have childcare. I understand that my case manager will work with me to determine if my lack of childcare was due to the unavailability or unsuitability of:
 - o A licensed or certified childcare provider within a reasonable distance of my home or work site.
 - o Informal childcare by a relative or other arrangement.
 - o Appropriate and affordable formal childcare arrangements.
 - A failure by my case manager to provide supportive services.
 - A failure by my case manager to provide me with all information necessary about the assignment.
 - o Circumstances involving domestic violence that make it difficult for me to comply in full with a provision of this plan.

Other circumstances determined on a case-by-case basis by my case manager.

JFS 03004 (Rev. 8/2021) Page 4 of 5

I agree to follow this plan and understand that the plan can be changed if something in my circumstances change. As signed by myself and my case manager. By signing this plan, I certify that I participated in the collaborative development to successfully achieving the goals and objectives outlined in this plan.	
Participant Signature	Date
Parent or Guardian Signature (If applicant is under age 18)	Date
I understand that this plan can be changed if something in the participant's situation changes. Any plan changes will another case manager) and the participant. By signing this plan, I certify that I participated in the collaborative de committed to assisting the participant to successfully achieve the goals and objectives outlined in this plan.	
Case Manager Signature	Date

JFS 03004 (Rev. 8/2021)

ATTACHMENT J

County CCMEP Plan

Ohio Department of Job and Family Services COMPREHENSIVE CASE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP) PLAN

for

County or Counties: Hamilton
Workforce Area: Area 13

Effective Date: 2023-07-01

Plan Submission

Each Lead Agency is required to adopt and submit a CCMEP Program Plan to the Ohio Department of Job and Family Services (ODJFS) each fiscal biennial period. The CCMEP plan must be submitted **no later than May 31st each biennium**. The CCMEP plan must be developed in coordination with the Workforce Development Board and Lead Agency.

Please submit your plan details using this <u>link</u>.

The plan may be amended by the Lead Agency and Workforce Development Board as needed. An amended plan must be submitted to ODJFS no later than 10 calendar days after the amended program plan becomes effective.

If a board of county commissioners redesignates the Lead Agency during a fiscal biennial period, the new Lead Agency and Workforce Development Board shall prepare and submit to ODJFS a new CCMEP plan no later than sixty calendar days after the redesignation takes effect.

The plan review process will be used to ensure that Lead Agencies and Workforce Development Boards meet program requirements. If ODJFS determines that a CCMEP plan is not consistent with program requirements, the plan will be returned to the Lead Agency and Workforce Development for amendment.

JFS 03001 (Rev. 4/2023) Page 1 of 17

Table of Contents

1. Contact Information	3
2. Collaboration and Program Strategy	5
3. Procurement	9
4. Program Entry/Engagement	9
5. WIOA Youth Funding Eligibility	10
6. TANF Funding Eligibility	10
7. WIOA Youth Funding Eligibility Prior to Exit	10
8. Policies	11
9. OWF Recipients	12
10. Performance	13
11. Training	14
12. SNAP E&T	14
13. Local Area and County Policy	14

1. Contact Information

1.1 Identify the Lead Agency designated to administer the CCMEP program.

Lead Agency Name Hamilton County Job & Family Services					
Lead Agency Address 222 E. Central Parkway		City Cincinnati		State Ohio	Zip Code 45202
First Name of Lead Agency Director Michael	Last Name of Lead Agency Director Patton		Title Direc	tor	
Phone Number (513) 946-0885		Email Address michael.patton		hio.gov	

Program Contact Person Tim Dingler	
Phone Number (513) 946-1391	Email Address tim.dingler@jfs.ohio.gov

Fiscal Contact Person Michael Hiles	
Phone Number (513) 946-1854	Email Address michael.hiles@jfs.ohio.gov

1.2 Identify the other local participating agency (i.e., CDJFS or Workforce Development Agency that serves the county).

Combined Agency (CDJFS+OMJ Center)

1.3 Identify the Workforce Development Board and Local Area Fiscal Agent for the county.

Workforce Development Area Area 13		
Workforce Development Board Chair Name Carol Sorenson-Williams		
Workforce Development Board Director Name Jason Ashbrook		
Phone Number (513) 612-3681	Email Address jashbrook@cincyworkforce.org	
Local Area Fiscal Agent Name Michael Hiles	Email Address michael.hiles@jfs.ohio.gov	

1.4 Identify the implementation manager for the Lead Agency.

JFS 03001 (Rev. 4/2023) Page 3 of 17

First Name of Implementa Manager	Manager	piementation	Title WFD Program Manager	
Bonita	Wood		CCMEP TANF	
Phone Number		Email Address		
(513) 946-7282		bonita.wood@j	fs.ohio.gov	
.5 Identify the Lead A	gency's performance	and data man	agement contact.	
Contact Person Tim Dingler				
Phone Number		Email Address		
(513) 946-1391		tim.dingler@jfs	.ohio.gov	
(please copy and	paste if more vendors	s):	g source (WIOA and/or TAN	
Organization Name Talbert House			Funding: ["TANF"]	
Contact Person Email Address		s		
Erica Fears		erica.fears@t	alberthouse.org	
Organization Name Community Action Agency	y		Funding: ["TANF"]	
Contact Person Erica Fears	Email Address erica.fears@talberthouse.			
Organization Name Easterseals Redwood			Funding: ["TANF"]	
		Email Address		
			a.fears@talberthouse.org	
			F die e DTANE DN//O	
Organization Name			Funding: LIANF LIVIO	
		Email Addres		
Contact Person		Email Addres	s	
Contact Person Organization Name		Email Addres Email Addres	Funding: □TANF □WIO	
Organization Name Contact Person Organization Name Contact Person Organization Name			s Funding: □TANF □WIO	

JFS 03001 (Rev. 4/2023) Page 4 of 17

Funding: □TANF □WIOA

Organization Name

Contact Person	Email Address	
Organization Name		Funding: □TANF □WIOA
Contact Person	Email Address	
Organization Name		Funding: □TANF □WIOA
Contact Person	Email Address	
Organization Name		Funding: □TANF □WIOA
Contact Person	Email Address	

2. Collaboration and Program Strategy

Confirm that WDB Director was included in plan creation and that the <u>local workforce plan</u> was reviewed before completing this CCMEP plan.

Confirm

Confirm the Lead agency is partnering with the local workforce development board, local economic development entities, chambers of commerce and businesses to support local economic growth, meet business needs, build trusting relationships, develop job opportunities for CCMEP participants, provide support to businesses for job retention and support for participants for job placement retention and career advancement.

Confirm

The Lead Agency collaborates with the Workforce Development Board, the other local participating agency, and subcontractors in accordance with Section <u>5116.23</u> of the Revised Code in the following areas:

- Frequent scheduled meetings
- Outreach and Enrollment Strategy
- Spending allocations to ensure local businesses have skilled job candidates
- Engage local businesses to develop job placement and work experience opportunities
- Streamline local processes between agencies and partners
- Engagement of community partners for program referrals
- Work experiences
- Incentives
- Planning for summer employment work experiences to increase enrollment

Confirm

2.1 What methods are used to conduct outreach? Which agency utilizes each method?

Outreach method	Lead Agency or	Outreach	Lead Agency or
	Partner Agency	method	Partner Agency

JFS 03001 (Rev. 4/2023) Page 5 of 17

Social media Advertising	Both Lead and	Printed	Both Lead and
(Instagram, Facebook,	Partner Agencies	Materials	Partner Agencies
Twitter, Snapchat,	_		
YouTube)			
Local partners (SNAP,	Both Lead and	School	Partner Agency
schools, community	Partner Agencies	Workshops	
centers, local business,			
community colleges, etc.)			
CCMEP Participants	Partner Agency	Events	Partner Agency
Outreach not conducted	N/A	Other:Click or	Both Lead and
		tap here to	Partner Agencies
		enter text.	

2.2 Identify local partners/providers that you are collaborating with to do outreach and enroll youth. (Remember for WIOA youth there is a 75% expenditure requirement to be spent on OSY, but with our DOL waiver we can get credit for TANF spent on co-enrolled youth.)

["Adult Basic Literacy and Education (ABLE) Providers (ASPIRE)*", "Alcohol, Drug and Mental Health (ADAMH) Board*", "Career and Technical Education*", "Child Care Providers*", "Child Support Enforcement Agency*", "Children Services Agency ", "Family and Children First Council ", "Juvenile Court System ", "Community College(s)* (Youth who have been accepted but have yet to enroll in classes)", "Publicly Funded Child Care Office*", "Local School District(s)* (youth graduating without a plan or dropping out)", "Organizations serving fathers*", "Organizations serving homeless and runaway youth*", "Organizations serving young parents*", "Reentry organizations*", "Refugee / immigrant serving organizations*", "SNAP serving agency/office*", "Vocational Rehabilitation (Opportunities for Ohioans with Disabilities (OOD)) ", "Local Bridges provider*", "Local Developmental Disabilities Board*"]

2.3 Indicate how the Lead Agency and Workforce Development Board ensures that all fourteen CCMEP services are being made available to program participants, including which entity is providing the services (See Paragraph (E) of rule 5101:14-1-02 of the Administrative Code). Use table listing all 14 services and indicate how each is being made available either through an outside vendor, lead agency staff or a community partner. (Select main provider for each service.)

[&]quot;*" indicates which services are available in follow up.

Service Name	Community Partner	County Staff	Outside Vendor
Tutoring/study skills	Outside Vend	Outside Vendor	
Alternative secondary school	Outside Vend	Outside Vendor	
Paid/unpaid work experiences	Outside Vend	Outside Vendor	
Education concurrent with workforce preparation	Outside Vendor		
Leadership development	Outside Vendor		
Supportive Services*	Outside Vendor		
Adult mentoring*	Outside Vendor		
Comprehensive guidance/counseling (Mental/behavioral health)	Outside Vend	lor	
Financial literacy education*	Outside Vend	dor	

JFS 03001 (Rev. 4/2023) Page 6 of 17

Entrepreneurial skills training	Outside Vendor
---------------------------------	----------------

Service Name	Community Partner	County Staff	Outside Vendor
Career Awareness: Counseling, and Exploration Services*	Outside Vend	dor	
Preparation for or transition to postsecondary education and training*	Outside Vend	or	
Follow-up services*	CommunityPa	artner	
Occupational skills training (ITA)	Outside Vend	or	
Occupational skills training (Non-ITA)	Outside Vend	or	

2.4 Confirm that the Lead Agency helps program participants identify career goals and a pathway through career counseling, career exploration and work experiences (i.e., job shadow, summer employment, etc.) and other services so these goals can be documented in the IOP.

Confirm

Describe the Lead Agency and the Workforce Development Board's joint strategy on coordinating education and CCMEP services carried out in the county and include relevant secondary and postsecondary education programs, work experiences and job placement.

HCJFS continues a strong working relationship with the Workforce Council of Southwest Ohio, previously known as SWORWIB. As the lead agency, HCJFS will work in conjunction with the Workforce Council of Southwest Ohio to align CCMEP with area priorities for workforce development, in-demand jobs and business engagement, particularly for the youth and young adult populations served by both CCMEP TANF and CCMEP WIOA. The Workforce Council of Southwest Ohio has facilitated a series of meetings with all entities identified as WIOA performance partners; other CCMEP partners will include all MOU members as well as current and future TANF, WIOA, and CCMEP vendors. We meet monthly and formally with each of these groups both virtually and in-person. We also meet every two weeks with the CCMEP TANF and WIOA providers. Hamilton County Job and Family Services and the Workforce Council will collaborate to maintain these meetings for the life of CCMEP. Their members drive the content and delivery of results from this local plan. Local procedures have been written and refined for: • Referral to resolution •Scheduled and regular cross training •Shared policy reviews •Leveraged funding, co-enrollment, preferential enrollment, and service priorities •Performance measure reviews. As the Lead Agency, HCJFS ensures accountability for program performance and results. HCJFS and the Workforce Council collaborated in creating this plan for administration of CCMEP. Activities and services are coordinated with local participating agencies to determine eligibility for WIOA youth and ensure that TANF funds are expended for allowable purposes. We communicate our processes and rules via frequent meetings, written documents and regular monitoring with data gathering and progress reports. HCJFS will report progress and results to the full Workforce Council board at their quarterly meetings and as requested. CCMEP policy is subject to the Workforce Council's review and approval. All meetings are shared; many are co-facilitated by HCJFS and the Workforce Council. PRC funds, TANF dollars, and

JFS 03001 (Rev. 4/2023) Page 7 of 17

CCMEP dollars are leveraged to make the most of WIOA investments. CCMEP TANF dollars have been added to and flow directly through current contracted WIOA youth vendors; 31.6% of contract values are comprised of TANF funding.

2.5 Describe the Lead Agency's strategy to help program participants obtain a high school diploma or equivalent.

A high school diploma or equivalent is an important goal for CCMEP to achieve as it is an intrical part of future success with establishing a sustainable career. As part of their IOP, youth will be encouraged to obtain their diploma through the Adult Diploma program through our community-based schools while engaged in work-readiness training. Through our partnership and collaboration with community-based agencies in Hamilton County, the CCMEP customers are offered the opportunity to engage in workforce preparation concurrently with obtaining education for in-demand trades. The educational services of the Cincinnati Public School's ASPIRE program, YWCA and Mercy Neighborhood Ministries are utilized. These services will enable the customers to increase their educational skill set to obtain either their high school diploma or GED. The alternative secondary school and dropout recovery services are provided through the DOHN Community High School. The CCMEP customers who have not obtained their High School diploma prior to the age of 22, are offered the opportunity to enroll in the Dohn community High School's 22+ program and obtain their High School diploma. The WFD AREA 13, in partnership with Cincinnati Public Schools have utilized the in-school youth program, Cincinnati Youth Collaborative (CYC)/Jobs for Cincinnati Graduates (JCG), who will provide services to vulnerable in-school youth through a range of services designed to keep kids in school, prepare for college and career and keep them on the pathway to success. Part of their strategy consist of reviewing each participant's academic progress, attendance, electives, test scores and occupational outlook to create a customized graduation plan. When an in-school youth graduates, CYC provides a formal graduation celebration for graduating students that recognizes their achievements. The in-school provider ensures that all graduating students receive a cap and gown, ensures that family and special supports of the students are invited, community providers and supporters are invited as well as school personnel. The CYC program provides an incentive for the students as well.

Select programs used (if needed) for strategy in previous question.

["ASPIRE/OMJ, other training provider (training for HS equivalent) and ","GED, TASC, HiSet, Credit recovery (HS equivalent options) or ","Adult Diploma (age 20 and up), 22+ options (ODE Adult HS diploma options)"]

2.6 Describe the Lead Agency and Workforce Development Board's joint strategy and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the performance accountability measures described in rule 5101:14-1-07 of the Administrative Code to support regional economic growth and economic self-sufficiency. Include strategy on ensuring that participants are attaining credentials to support their career goals, including a high school diploma if needed. Also include strategies for preparing participants for IT and remote careers.

The strong working relationship between HCJFS and the Workforce Council of Southwest of Ohio allows us to work in conjunction with one another to achieve this goal. This partnership will allign CCMEP with the area priorities for workforce development, indemand jobs and business engagement, particularly for the youth and young adult

JFS 03001 (Rev. 4/2023) Page 8 of 17

populations served by CCMEP TANF and CCMEP WIOA. The Workforce Council of Southwest Ohio has facilitated a series of meetings with all entities identified as WIOA performance partners; other CCMEP partners will include all MOU members as well as current and future TANF, WIOA, and CCMEP vendors. We meet monthly and formally with each of these groups. Hamilton County Job and Family Services and the Workforce Council will collaborate to maintain these meetings for the life of CCMEP. Their members drive the content and delivery of results from this local plan. Local procedures have been written and refined for: • Referral to resolution • Scheduled and regular cross training • Shared policy reviews • Leveraged funding, co-enrollment, preferential enrollment, and service priorities • Performance measure reviews As the Lead Agency, HCJFS ensures accountability for program performance and results. HCJFS and the Workforce Council collaborated in creating this plan for administration of CCMEP. Activities and services are coordinated with local participating agencies to determine eligibility for WIOA youth and ensure that TANF funds are expended for allowable purposes. We regularly and as requested, communicate our processes and rules via frequent meetings, written documents and regular monitoring with data gathering and progress reports. HCJFS will report progress and results to the full Workforce Council board at their quarterly meetings, CCMEP policy is subject to the Workforce Council's review and approval. All meetings are shared; many are co-facilitated by HCJFS and the Workforce Council. PRC funds, TANF dollars, and CCMEP dollars are leveraged to make the most of WIOA investments. CCMEP TANF dollars have been added to and flow directly through current contracted WIOA youth vendors; 31.6% of contract values are comprised of TANF funding

3. Procurement

3.1 Confirm that the Workforce Development Board is following the policies and procedures in regard to procurement of the fourteen CCMEP services. Results-driven procurement is recommended as a best practice for procuring CCMEP services. The CCMEP Unit can provide technical assistance on results-driven procurement.

The Workforce Development Board follows <u>WIOA Policy Letter 17-03</u> and rules <u>5101:9-4-07</u> and <u>5101:9-4-07.1</u> of the Administrative Code for procurement of the fourteen CCMEP services (if applicable).

Confirm

3.2 Joint Procurement is recommended since more funds included in an RFP result in more entities interest in submitting a proposal. Areas and lead agencies are encouraged to partner on procurement to ensure that youth service providers are interested in responding.

Are the Lead Agency and Workforce Development Board jointly procuring youth service providers for both WIOA Youth and TANF funds? Yes

3.3 WIOA Youth Designation of Lead Agency

Did the Workforce Development Board designate the Lead Agency to provide a portion of WIOA Youth services? No

4. Program Entry/Engagement

JFS 03001 (Rev. 4/2023) Page 9 of 17

Confirm that the Lead Agency is following policies and procedures for program entry/engagement listed below.

- The Lead Agency follows rule <u>5101:14-1-02</u> of the Administrative Code for program entry eligibility
- The Lead Agency/Career coach will establish preferred communication methods
 (i.e., texting, social media direct messages, etc.) with each participant and follow rule
 5101:14-1-05
 of the Administrative Code for minimum engagement requirements
 through follow up period, including creating associated case notes.

Confirm

4.1 Co-funding

Confirm the Lead Agency and/or Fiscal Agent co-funds participants with WIOA and TANF funding when feasible. (Co-funding helps to ensure funding is available for follow up).

Confirm

- 4.2 Projected Annual Participants Served (to estimate consider dividing program allocation funding amount by \$7,000 for a conservative estimate for the number of participants who could be served with allocation).
 - a. Projected number of required participants served annually (> 0)? 248
 - b. Projected number of volunteer participants served annually (> 0)? 434
 - c. Projected rate (%) of <u>co-funded</u> participants served annually (> 0)? 15.1%

5. WIOA Youth Funding Eligibility

Confirm the Lead Agency and youth services provider(s) (if applicable) follows rule 5101:10-3-01 of the Administrative Code for WIOA Youth funding eligibility and the WIOA Youth documentation requirements described in WIOAPL 15-07.2 and Attachment A.

Confirm

6. TANF Funding Eligibility

Confirm the following statements are true:

The Lead Agency and youth services provider(s) (if applicable) follows rules 5101:14-1-04 and 5101:14-1-05 of the Administrative Code for TANF funding eligibility, including reviewing TANF eligibility before the annual recertification if the Lead Agency knows the participant's eligibility status has changed.

The Lead Agency and/or youth service provider(s) (if applicable) follows the following TANF guidelines:

- TANF funds will not be used to directly pay a participant in subsidized employment
- TANF non-assistance as defined in (b), 45 C.F.R. 260.31 (b),
- Family Assistance Letter #103 for gas and gift cards;
- 42 U.S.C. 608 TANF prohibitions for TANF funding.

JFS 03001 (Rev. 4/2023) Page 10 of 17

- The Lead Agency does not issue stipends or pay for medical services besides prepregnancy family planning services with TANF funding.
- Redeterminations will be conducted yearly for CCMEP TANF participants

Confirm

7. WIOA Youth Funding Eligibility Prior to Exit

Confirm the Lead Agency reviews each participant's WIOA Youth funding eligibility before exiting after loss of TANF eligibility. When the participant would like to continue CCMEP services and is WIOA Youth eligible, the Lead Agency provides WIOA Youth funded services before exit and during follow up as described in rule 5101:14-1-06 of the Administrative Code.

Confirm

8. Policies

8.1 WIOA Rule and Policy Letters

Confirm the Lead Agency is following rule <u>5101:10-3-01</u> of the Administrative Code and <u>policy letters</u>, including:

WIOAPL No. 15-03.1 WIOA Youth Program Eligibility

WIOAPL No. 15-04 Selective Service Registration

WIOAPL No. 15-05 Serving Applicants with a Close Relationship to the Workforce Innovation and Opportunity Act Program

WIOAPL No. 15-06 Determination of Dependent Status

WIOAPL No. 15-07.2 Source Documentation for WIOA Title I Program Eligibility

WIOAPL No. 15-10 Youth Program Services

WIOAPL No. 15-11.3 Use of Individual Training Accounts

WIOAPL No. 15-13 Work Experience for Youth

WIOAPL No. 15-19.1 Poverty Line and Lower Living Standard Income Level

WIOAPL No. 15-20.2 Priority of Service for Veterans and Eligible Spouses

WIOAPL No. 15-22.1 On-the-Job Training (OJT) Policy

WIOAPL No. 15-26 ITA Financial Definitions

WIOAPL No. 16-02.2 Eligible Training Providers

WIOAPL No. 17-02 WIOA Adult, Dislocated Worker, and Youth Programs Performance Accountability

WIOAPL No. 17-03 Procurement of the Comprehensive Case Management and Employment Program Provider for WIOA Youth-Funded Activities and Services WIOAPL No. 17-04.3 Waivers for Implementation of the Comprehensive Case Management and Employment Program

Confirm

8.2 CCMEP Rules and Procedure Letters

Confirm the Lead Agency is following the CCMEP rules and procedure letters.

5101:14-1-01(Comprehensive Case Management and Employment Program: Definitions) 5101:14-1-02(Comprehensive Case Management Employment Program: General)

JFS 03001 (Rev. 4/2023) Page 11 of 17

5101:14-1-04(Comprehensive Case Management and Employment Program: Referral, Comprehensive Assessment, Individual Service Strategy, and Individual Opportunity Plan)

5101:14-1-05(Comprehensive Case Management and Employment Program: Case Management)

5101:14-1-06(Comprehensive Case Management and Employment Program: Program Exit and Follow-Up Services)

5101:14-1-07(Comprehensive Case Management and Employment Program: Primary Performance Measures)

Confirm

8.3 Cash Assistance Rules

The Lead Agency is following CCMEP-related cash assistance related <u>rules</u>, including:

5101:14-1-05 (Comprehensive Case Management and Employment Program: Case Management) which states that OWF work eligibles will be assigned CCMEP services based on their individual needs. Service should not be based on core work activity requirements for work participation purposes. Also, work participation hours can be reduced in appropriate circumstances when needed.

5101:1-2-01 The Application Process for Ohio Works First and Refugee Cash Assistance

5101:1-1-01 Temporary Assistance for Needy Families Definitions

5101:1-3-11 Ohio Works First: Appraisals, Assessments, and Self Sufficiency Contract

5101:1-3-12 Ohio Works First: Work Activities

5101:1-3-13 Ohio Works First: Good Cause for Work Activity Failures

<u>5101:1-24-20</u> Prevention, Retention and Contingency Program: Excluded Income and Resources

Confirm

9. OWF Recipients

9.1 Confirm the Lead Agency and youth services provider(s) (if applicable) have a process for providing notices of appointments and all staff are trained on the process.

Confirm

9.2 Confirm that the Lead Agency has a process for working with the other local participating agency (if the workforce agency is not combined with the CDJFS) and/or any subcontractors to communicate information regarding OWF work-eligibles, including providing notices of appointments to participants and referrals. This process should include:

All enrollment activities (stepping stones, basic skills and IOP) must be completed within 30 days of the cash assistance application (JFS 7200) (see 5101:1-2-01 of the Ohio Administrative Code).

 Screening program participant(s) who may be victim(s) of domestic violence to allow for modified hours of work participation, waivers from requirements, referrals to counseling and other appropriate community resources, and protecting personal information;

JFS 03001 (Rev. 4/2023) Page 12 of 17

- Tracking the number of months a program participant has participated in OWF described in rule 5101:1-23-01 of the Administrative Code;
- CCMEP hours and services assigned for OWF work-eligible individuals and verification of participation in hours;
- OWF work-eligible individual's status changes, OWF recipient income information, FLSA hour maximums, good cause, OWF sanctions, compliance in service/hour assignment and completion, hourly requirement modifications (exemptions, etc.), and other factors impacting CCMEP service hours or OWF eligibility;
- OWF or Supplemental Nutrition Assistance Program (SNAP) recipients' information and acting upon it in accordance with rules 5101:1 and/or 5101:4 of the Administrative Code; and
- Transferring case of program participant who is receiving OWF to a new county after OWF is approved in the new county including a "warm hand-off" to the new career coach.

Confirm

9.3 Confirm that the Lead Agency has a process for working with the other local participating agency and/or any subcontractors to notify of case transfers.

The Lead Agency has a "warm referral" or "warm hand-off" process (i.e., current career coach calls the new career coach prior to the move to discuss services, activities, goals of the program participant and to introduce the participant and new career coach) when a program participant moves to another county and it is in the best interest of the program participant to be served in the new county. All OWF recipients are transferred to a new county regardless of best interest only if the participant is approved for OWF in the new county. The new Lead Agency is notified within 10 calendar days of the move.

Confirm

9.4 Confirm that the Lead Agency certifies compliance with ADA in accordance with rule 5101:9-2-02 of the Administrative Code and section 188 of WIOA.

The Lead Agency must provide an assurance that it will comply with all requirements of the Americans with Disabilities Act (ADA) including that participants will have the right to request reasonable modification in CCMEP services, including hours.

Confirm

10. Performance

10.1 Meeting Target Performance Measures

Is the Lead Agency on target to meet the primary performance measures listed in rule <u>5101:14-1-07</u> of the Administrative Code based on the most recent quarterly CCMEP performance report? Yes

If no, would the Lead Agency benefit from additional technical assistance on performance measures?

10.2 Co-funding Rate

What is the Lead Agency's and Workforce Development Board's co-funding rate based on the most recent CCMEP quarterly performance report? 15.1%

JFS 03001 (Rev. 4/2023) Page 13 of 17

JFS 03001 (Rev. 4/2023) Page 14 of 17

11. Training

Confirm the Lead Agency requires the following trainings to be attended by career coaches:

- Online virtual trainings offered by OWD including ARIES training;
- Case reviews between the staff member and supervisor to review the status and progress of individual cases as well as brainstorm solutions to help the participant enter a career pathway successfully;
- The process for collecting and reporting supplemental data into the case management system.

Confirm

Confirm the Lead Agency will collect feedback from program participants and career coaches to utilize this information for continuous improvement.

Confirm

12. SNAP E&T

Confirm Lead Agency is collaborating with SNAP E&T career coaches to help ensure CCMEP participants who are co-enrolled in SNAP E&T are meeting SNAP E&T requirements through CCMEP services.

Confirm

13. Local Area and County Policy

The Workforce Development Board has developed and reviewed the **Local Area Workforce Plans** (29 U.S.C. 3123) and the youth strategy in collaboration with the Lead Agency prior to completing this county plan.

Confirm

JFS 03001 (Rev. 4/2023) Page 15 of 17

In the table below indicate if the local area / county elects to use the sample policy created by the State or if a local policy will be used. See sample policies on the CCMEP County Program Plan page.

Sample Policy	The Lead Agency WILL / WILL NOT use
	the sample policy
Select Basic Skills assessment(s)	The Lead Agency WILL use the sample
Policy	policy
Ensure Determination of Eligibility for	The Lead Agency WILL use the sample
WIOA Youth Program Policy	policy
Report and Collect Data Policy	The Lead Agency WILL use the sample
	policy
Monitor Contracts and Ensure	The Lead Agency WILL use the sample
Compliance Policy	policy
Supportive Services Policy	The Lead Agency WILL use the sample
	policy
Follow Up Services Policy	The Lead Agency WILL use the sample
	policy
"Needs Additional Assistance" Policy	The Lead Agency WILL use the sample
	policy
	policy
Disclosure of Relationship Policy	The Lead Agency WILL use the sample
	policy
Work Experience Policy	The Lead Agency WILL use the sample
	policy
Incentive Policy	The Lead Agency WILL use the sample
	policy
TANF Income Counting Policy	The Lead Agency WILL use the sample
NOTE: If using locally developed	policy
policy this must be submitted for	
review	

Confirm that the Lead Agency has the following Workforce Development Board and TANF policies listed below and indicate if WIOA Youth policies are adopted for TANF*.

Please note that lead agencies are required to have **all** of the policies listed below.

*If the policy has not been adopted for TANF, please email the TANF policy. Link to WIOAPL 15-13

Policy	Policy applies to WIOA only	Policy applies to TANF only	Policy applies to both WIOA & TANF	No Policy Exists
Supportive Services	Policy applies to both WIOA & TANF			
Follow-Up Services	Policy applies to both WIOA & TANF			
Work Experience (WIOAPL No. 15-13)	Policy applies to both WIOA & TANF			
Incentives Policy (WIOAPL No. 15-13)	Policy applies to	both WIOA & TAI	NF	

We confirm that, if providing our own policies and requesting the state to review,

JFS 03001 (Rev. 4/2023) Page 16 of 17

these policies have been or will be provided to the State at CCMEPQNA@jfs.ohio.gov.

We are either using sample policies and/or not requesting policies be reviewed.

If local policies were submitted, specify whether there is a request for the state to review a particular local policy by listing the policy name below. Please enter N/A if this does not apply.

N/A

CCMEP Plan Certification

Please provide the name and title of the administrator, director, or executive director of the CCMEP Lead Agency:

Name and Title

Michael Patton, Director-Hamilton County Job & Family Services

Lead agency confirms that the WDB Director was involved and approved the plan.

Confirm

Name of person submitting form

Name

Bonita Wood

Email address of person submitting form

Email

bonita.wood@jfs.ohio.gov

Submission Date*

Date

2023-05-25

JFS 03001 (Rev. 4/2023) Page 17 of 17

ATTACHMENT K

Incentive Payments

CCMEP Incentives

Incentive #1:

- A. New Employment 50% of all customers who secure new employment each program year, shall retain that employment for at least (3) months. Employment must be 20 hours or more per week with earnings at or above \$13.00 per hour.
- B. Employment Each program year, five hundred (500) CCMEP customers who find or retain employment paying at least \$13.00 per hour and working at least 20 hours per week.

These incentives can be measured from running a report in the Hamilton County V-System of CCMEP customers that found or retained employment during the contract year.

Incentive #2:

A. The vendor shall ensure that no fewer than one hundred (100) CCMEP participants secure an industry recognized certification in the contract year. In many but not all, cases these will be funded Individual Training Agreements (ITA). HCJFS shall define "industry recognized certifications" drawing extensively from the resources below.

Incentive #3:

A. Forty-five (45) percent of program participants who, during each program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment. Gains will be based on attainment of one of the following: 1) gain in at least one educational functioning level; 2) secondary/post-secondary transcript/report card showing that the participant is achieving the state unit's policies for academic standards; 3) satisfactory or better progress report towards established milestones from the employer/training provider who is providing training; or 4) successful completion of an exam that is required for a particular occupation, or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

This incentive will be measured utilizing the CCMEP Unadjusted PRELIMINARY Performance Report or the CCMEP Annual Unadjusted Performance Report, whichever is higher.

Incentive #4:

- A. Each program year, at least fifty (50) participants will receive the CCMEP incentive for retaining employment for one (1) year. Retention of full-time (35+ hours) and part-time (20-34 hours) will be considered equally for this measure.
- B. Each program year, at least one hundred twenty-five (125) participants will receive the CCMEP incentive for retaining employment for six (6) months. Retention of full-time (35+ hours) and part-time (20-34 hours) will be considered equally for this measure.
- C. Each program year, at least one hundred fifty (150) participants will receive the CCMEP incentive for retaining employment for at least four to five but less than six (4 to 5 but <6) months. Retention of full-time (35+ hours) and part-time (20-34 hours) will be considered equally for this measure.
- D. Each program year, at least two hundred (200) participants will receive the CCMEP incentive for retaining employment for two to three but less than four (2 to 3 but <4) months. Retention of full-time (35+ hours) and part-time (20-34 hours) will be considered equally for this measure.
- E. Each program year, at least two hundred and fifty (250) participants will receive the CCMEP incentive for retaining employment for one but less than 2 (1 <2) months. Retention of full-time (35+ hours) and part-time (20-34 hours) will be considered equally for this measure.</p>

The Hamilton County CCMEP Customer Incentive Policy and Procedure must be followed for these participants to receive their incentive and credit for this measure.

Incentive #5

A. The Provider shall have an average State of Ohio CCMEP All-Family Work Participation rate of fifty percent (50%) or higher during the reported months of the contract term for the required population being served.

ATTACHMENT L

Data Sharing

ATTACHMENT L

HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES DATA SHARING, BUSINESS ASSOCIATE AND CONFIDENTIALITY PROVISIONS

Unless specifically defined herein, all terms shall have the same meaning as provided in the Agreement document.

ARTICLE I – DESCRIPTION OF RECORDS OR DATA TO BE PROVIDED

- A. To the extent authorized by the Ohio Department of Job and Family Services ("ODJFS"), Provider will have access to the following ODJFS records and data ("ODJFS Records"):
 - 1. The Ohio Workforce Case Management System and
 - 2. Read only access to the Ohio Benefits Worker Portal
- B. Provider will have access to the following HCJFS records and data ("HCJFS Records"):
 - 1. HCJFS created case management program documents specifically for Ohio Works First ("OWF") Work Participation or CCMEP services.

Collectively, ODJFS Records and HCJFS Records along with any other records, reports, databases, and/or other derivative documents created from the information provided under the Agreement shall be referred to herein as the "Records".

ARTICLE II - CONFIDENTIALITY OF INFORMATION

- A. Provider agrees that it shall not use any information, systems, or Records made available to it for any purpose other than to fulfill Provider's obligations specified in the Contract Documents. Provider specifically agrees to comply with all applicable county, state and federal confidentiality and information disclosure laws, rules, and regulations applicable to the CCMEP, including, but not limited to:
 - 1. For Federal Wagner Peyser Act and Work Force Innovation and Opportunity Act (WIOA):
 - a. United States Code, 29 USC 3341;
 - b. United States Code, 29 USC 3245(a)(4);
 - c. Code of Federal Regulations, 20 CFR Part 603, 29 CFR 37.37 and 34 CFR 99.30(a):
 - d. Ohio Revised Code, ORC 4141.21; and
 - e. Corresponding Ohio Administrative Code rules.
 - 2. Temporary Assistance to Needy Families (TANF), Disability Assistance, and other programs administered under Title IV-A of the Social Security Act:
 - a. United States Code, 42 USC 602(a)(1)(A)(iv) and 608(a)(9)(B), 12 USC 3402 and 3408;
 - b. Code of Federal Regulations, 45 CFR 205.50;
 - c. Ohio Revised Code, ORC 4123.27, 5101.181, 5101.182, 5101.26, 5101.27, 5101.28, and 5101.30; and
 - d. Corresponding Ohio Administrative Code rules.
 - 3. Supplemental Nutrition Assistance Program (SNAP):
 - a. United States Code, 7 USC 2020(e)(8), 12 USC 3402 and 3408;

- b. Code of Federal Regulations, 7 CFR 272.1 and 273.2, 12 CFR 205;
- c. Ohio Revised Code, ORC 5101.26 and 5101.27; and
- d. Corresponding Ohio Administrative Code Rules.

4. Children Services Programs:

- a. United States Code, 42 USC 5106a;
- b. Code of Federal Regulations, 45 CFR 205.50;
- c. Ohio Revised Code, ORC 149.43, 5101.27 and 5101.29; and
- d. Corresponding Ohio Administrative Code rules.

5. Child Support Programs

- a. United States Code, 42 USC 653, 42 USC 654(26), 42 USC 654a;
- b. Code of Federal Regulation, 45 CFR 303.21 and 45 CFR 307.13;
- c. Ohio Revised Code, ORC 149.43, 3125.08, 3125.49, 3125.50; and
- d. Corresponding Ohio Administrative Code rules.

6. Medicaid Programs

- a. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
- b. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502, 164.504, and 162.100;
- c. Ohio Revised Code, ORC 173.20, 173.22, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.45, 5160.39, and 5165.88 and
- d. Corresponding Ohio Administrative Code rules.

7. Federal Tax Information

- a. Internal Revenue Code, 26 USC 6103 and IRS Publication 1075. **See Publication 1075 for more information and additional language to use**
- B. Provider agrees that any Records made available to Provider by either ODJFS or HCJFS shall be returned to ODJFS or HCJFS, as applicable, not later than 90 calendar days following termination of the Agreement and shall certify that no copies of the Records were retained by Provider. All provisions in this Article shall survive the termination of the Agreement.
- C. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of HCJFS against use or disclosure not provided for by the Agreement.
- D. Provider agrees that access to the Records will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to the Agreement. Provider agrees to provide the HCJFS Contract Manager with a complete listing of any and all persons who shall have access to the Records.
- E. Provider agrees that the Records shall be stored in an area that is physically safe from access by unauthorized persons during duty and non-duty hours. All Records shall be electronically protected to prevent unauthorized access by computer, remote access, or any other means. No Records will be accessed, tested, maintained, backed up or stored outside of the United States.
- F. Provider shall assure that all persons who have access to the Records shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and

the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any Records without a written agreement with Provider incorporating these assurances.

- G. Provider shall not disclose any of the Records to any third party without the specific written authorization of the Director of HCJFS.
- H. Provider shall permit onsite inspection by the County and the State of Ohio (including but not limited to HCJFS, ODJFS, Ohio Department of Medicaid, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government.
- I. HCJFS and ODJFS will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; IT-14, Data Encryption and Securing Sensitive Data; and NIST Special Publication 800-53, Revision 5. Provider shall retain this encryption while the data is in a portable format (e.g. tape, laptop, flash/USB drive).
- J. The terms of this Article shall be included in all subcontracts executed by Provider for any and all work under the Agreement.

ARTICLE III - BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this Article are derived from federal law. Should there be any conflict between the meanings assigned in this document and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
 - 1. <u>General Definitions</u>: The following terms used in this document shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

2. Specific Definitions:

- a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
- b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
- d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.

- e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.
- B. Provider acknowledges that HCJFS is a Covered Entity under HIPAA. Provider further acknowledges that it is a Business Associate of HCJFS, and, in carrying out the work described in the Agreement, agrees to comply with all of the following provisions:
 - 1. <u>Permitted Uses and Disclosures</u>: Provider will not use or disclose PHI except as provided in the Agreement or as otherwise required under HIPAA regulations or other applicable law.
 - 2. <u>Safeguards</u>: Provider will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under the Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of HCJFS.
 - 3. Reporting of Disclosures: Provider agrees to promptly report to HCJFS any inappropriate use or disclosure of PHI that is not in accordance with the Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident the Provider has knowledge of or reasonably should have knowledge of under the circumstances.
 - 4. <u>Mitigation Procedures</u>: Provider agrees to coordinate with HCJFS to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by HCJFS prior to any such communication being released. Provider will report all of its mitigation activity to HCJFS and shall preserve all relevant records and evidence.
 - 5. <u>Incidental Costs:</u> Provider shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which Provider has knowledge which are directly caused by the use or disclosure of protected health information by Provider in violation of the terms of the Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
 - 6. <u>Agents and Subcontractors</u>: Provider, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of Provider and/or HCJFS agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to Provider with respect to the use or disclosure of PHI.
 - 7. <u>Accessibility of Information</u>: Provider will make available to HCJFS such information as HCJFS may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations

- promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
- 8. <u>Amendment of Information</u>: Provider shall make any amendment(s) to PHI as directed by, or agreed to, by HCJFS pursuant to 45 CFR 164.526,or take other steps as necessary to satisfy HCJFS's obligations under 45 CFR 164.526. In the event that Provider receives a request for amendment directly from the individual, agent, or subcontractor Provider will notify HCJFS prior to making any such amendment(s). Provider's authority to amend information is explicitly limited to information created by Provider.
- 9. <u>Accounting for Disclosure</u>: Provider shall maintain and make available to HCJFS or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy HCJFS's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
- 10. <u>Obligations of Department</u>: When Provider is to carry out an obligation of HCJFS under Subpart E of 45 CFR 164, Provider agrees to comply with all applicable requirements of Subpart E that would apply to HCJFS in the performance of such obligation.
- 11. <u>Access to Books and Records</u>: Provider shall make available to HCJFS and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from HCJFS, or created or received on behalf of HCJFS. Such access is for the purposes of determining compliance with the HIPAA Rules.
- 12. <u>Material Breach</u>: In the event of material breach of Provider's obligations under this Article, HCJFS may immediately terminate the Agreement. Termination of the Agreement will not affect any provision of the Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
- 13. Return or Destruction of Information: Upon termination of the Agreement and at the request of HCJFS, Provider will return to HCJFS or destroy all PHI in Provider's possession stemming from the Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by HCJFS or required by law, or as otherwise allowed for under the Agreement. If Provider, its agent(s), or subcontractor(s) destroy any PHI, then Provider will provide to HCJFS documentation evidencing such destruction. Any PHI retained by Provider will continue to be extended the same protections set forth in this Article, HIPAA regulations and the Agreement for as long as it is maintained.
- 14. <u>Survival</u>. These provisions shall survive the termination of the Agreement.