


# **REQUEST FOR PROPOSALS FOR YOUTH EMPLOYMENT PROGRAM (YEP)**

**KB01-22R**

**Issued by  
THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
222 E. CENTRAL PARKWAY  
CINCINNATI, OHIO 45202  
January , 2022**

**Deadline for Proposal Registration: January 27, 2022 no later than noon EST  
Due Date for Proposal Submission: On or Before February 10,2022 no later than  
11:00 a.m.**

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**Attachment A Cover Sheet**

**Attachment A-1 Program Component Checklist**

**Attachment B Contract Sample**

**Attachment C Budget and Instructions**

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**Attachment G RFP Registration Form**

# **REQUEST FOR PROPOSAL (RFP) YOUTH EMPLOYMENT PROGRAM (YEP)**

## **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) has access to approximately \$5,00,000.00 to deliver youth services in the span 4/1/2022 through 3/31/2023. We are seeking proposals for the purchase of a year-round Youth Employment Program (YEP). The funding for the services delivered under this contract is likely to be a mix of local levy, and federal funds. Temporary Assistance for Needy Families (TANF) dollars may or may not be included in that mix. It is our intent to procure a contract with one to three entities, depending on the quality, and breadth of submitted proposals. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award Contracts for these services to multiple or no Providers and to award Contracts for all or any portion of the services requested herein.

If at any time during the Initial Term or any Optional Renewal Term, HCJFS determines service capacity needs to be expanded, then 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 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).

**This procurement is unlike prior years. HCJFS is soliciting proposals for services that begin prior to the summer of 2022 and to continue year-round with service models and budgets that reflects a variety of summer and school-year service options.**

#### **Year-Round Model Benefits for Youth and Families**

- Extended exposure to potential career pathways for youth
- Provide youth opportunities to earn and learn during the academic school year
- Wrap around support for youth and family including mentoring opportunities
- Strengthening Community Partnerships and resources to serve the youth and their families
- Strengthening Employment opportunities during school year

## Year-Round Model Benefits for the Community

- More structured prosocial activities for youth
- Reinvestment into the community by developing talent that will remain in the area
- Increase opportunity to address real time barriers for the youth and families as they occur
- Extended time to develop and strengthen youth and families' pathways out of poverty

HCJFS intends to contract with no more than three entities for delivery of all summer youth services. The selected bidder(s) will have demonstrated an ability to subcontract, or otherwise engage an inclusive and community-based set of community partners, work sites, and service providers. The contract holder(s) 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(s) shall ensure compliance with all terms and conditions of this contract for self and subcontractors.

## 1.2 Scope of Service

Hamilton County intends to contract with one or several entities hereafter referred to as the provider, to deliver youth employment services starting in or near April of 2022. This contract will enable eligible Ohio youth to gain valuable work experience, build career plans, and gain vocational skills, while earning a paycheck.

HCJFS reserves the right to negotiate with the selected provider(s) to deliver some or all services identified in the contract scope.

To qualify for this program, Provider agencies must:

- Provide a scope and budget reflecting youth services for a period from 4/1/22 through 3/31/23.
- Plan for billable marketing, outreach, and planning work to begin on or near, but not before 4/1/22.
- Follow local, state, and federal funding and eligibility requirements, as dictated by HCJFS.
- Provide comprehensive reports regarding compliance, billings, outputs and outcomes.
- Actively incorporate Diversity, Equity, and Inclusion efforts in all elements of subcontracting, staffing, geography, service populations, and work-site locations – and be prepared to report on same.

- Demonstrate funding capacity to work in a cost reimbursement environment with monthly billings and typical payment lags associated with HCJFS contracts. Prospective Providers with high interest credit agreements, factoring companies or similar, shall not be considered.
- Demonstrate administrative capacity to maintain accurate and reliable records and to generate consistent and accurate reporting.

Management Indirect costs may be considered for inclusion in any proposed budget. None shall receive approval for inclusion unless they meet the following criteria:

- The management indirect figure must be calculated and based on actual costs and assessments.
- The indirect cost plan is provided and sufficient.
- That plan is reviewed and approved by HCJFS.

This contract is being published for the 2022 year. There shall be as many as three subsequent renewal year options.

This agreement will enable the provider to establish or expand programs that enable eligible Hamilton County, Ohio youth to gain support, valuable work experience and/or earn an industry recognized credential. These services shall provide participants with the skills needed to succeed in our current and future economy, while earning a paycheck to help meet basic needs.

The procurement should result in a thoughtful mix of work experience, job readiness, and vocational training services. All participating youth should participate in a scope of services sufficient to result in a Basic Skill Certification - This is a stand-alone verification of entry level job skills such as safety, tools, and PC operation. To the greatest extent possible, participants should also earn industry specific and industry recognized certifications.

Priorities: The priorities for this contract are to:

1. Create innovative solutions to support future economic independence for youth in Hamilton County.
2. Expand career opportunities through education and training.
3. Allow for the services and the micro-credentials to be delivered, earned, certified in person, remotely, or with a mix of settings based on the evolving needs of the community, current health conditions, and youth participants.

### **1.2.1 Population**

Youth ages 14-21 whose eligibility has been confirmed in writing by HCJFS. HCJFS reserves the right to expand this population to include older individuals 18-24 depending on funding source permissibility, community need, and vendor willingness and capacity. Service is to be provided only upon written approval from HCJFS that the individual participating youth are eligible.

The selected vendor(s) shall be exclusively responsible for determining and documenting eligibility for these services. Eligibility criteria shall be broad, inclusive, and defined by HCJFS.

### **1.2.2 Service Components and Business Deliverables**

#### **A. Service Information**

Each proposal must respond to the following and document how the Provider intends to do the following. Responses should cite the question being addressed and do so in order. The collective response should reflect the prospective bidder's ability to leverage a year-round service model to serve this community and our youth.

#### **Document how the Provider intends to do the following:**

1. Recruit, enroll, engage and maximize services to at-risk youth.
2. LIMITS FOR WAGE SUBSIDIES - Wages for the Youth Employment Program are capped at \$13.00 per hour for this allocation. Additional performance bonuses or lump sum payments are allowed.
3. All youth participating in the Youth Employment Program must be registered on the OhioMeansJobs website. A confirmation of their registration will need to be incorporated into the county agency reporting. Parental or legal guardian consent is required for youth to register in OhioMeansJobs.

#### **4. ADMINISTRATIVE COSTS**

The selected provider(s) may budget or bill for the following costs, but must distinguish them in any HCJFS invoicing.

- Costs associated with eligibility determination activities,
- Salaries and benefits of staff performing administrative and coordination functions,
- Preparation of program plans, budgets, reports and schedules, and the monitoring of program and projects,
- Fraud and abuse units,

- Services related to accounting, litigation, audits, management property, payroll, personnel, procurement and public relations,
- Management information systems not related to the tracking and monitoring of the program.

Administrative funds tied to this contract are capped at 15% of the contract value. The definition of administrative costs to be included under that cap shall be defined liberally to be as narrow as permitted by rule and law.

5. The beginning date of the program may be as early as 4/1/2022, but may lag based on business or other needs.
6. All enrolled youth must engage in structured career exploration. Explain how Provider shall ensure that all presented careers are relatively high-wage, high-demand, and high retention and how documentation of those characteristics shall be shared with all participants and HCJFS.
7. Each youth shall exit their summer youth experience with a written career plan informed by their desires and aptitudes, a vocational/post-secondary training plan. That plan shall include, at least, anticipated degree or industry recognized certification(s), timeframe, training institutions(s), projected wages and retention data, and prerequisite training/skills, screening, and exclusion criteria accounted for, as well as a current resume and cover letter. Explain how your agency will ensure this expectation is met.
8. The Provider will pay the youth directly, at a capped rate of no more than thirteen (13) dollars per hour. Payments must be made no more than fourteen (14) days after completion of the pay period as noted on the employees' time sheet. Explain how these expectations are met.
9. Final payments must be issued no more than fourteen (14) days after termination of each participant's employment. HCJFS payments for **final invoice** shall be withheld from each Provider until HCJFS is able to document that the actual total billable to HCJFS from the Provider includes no less than fifty percent (45%) of costs reflecting actual monetary payments to participating youth or to referred employers as wage subsidies. Describe your ability to ensure accurate billing.
10. Identify the age group the Provider intends to serve.
11. Identify the volumes of youth the Provider intends to serve.
12. Identify the length of time the provider intends to serve each enrolled youth.
13. State the anticipated cost per youth served.
14. On a monthly basis, explain how you will submit the following information about each participant in the form of a single report:
  - program begin date;
  - program end date;



- age;
  - activity;
  - hours worked to date and monthly;
  - wages earned, wages issued;
  - Incentives earned and issued;
  - work-sites, salary;
  - average hours per week;
  - specialized skills gained; and
  - status of career plan.
15. Demonstrate funding capacity to work in a cost reimbursement environment with monthly billings and typical payment lags associated with HCJFS contracts. Prospective Providers with high interest credit agreements shall not be considered.
16. Provide a program design, ensuring it reflects all specific requirements below:
- a. Assessment of customer's barriers to employment as well as their skills and experience.
  - b. Individualized assistance with resume development, interviewing skills, job leads, and Professionalism ( including job etiquette and professional attire).
  - c. Deliver or facilitate skill-based skills resulting in a Basic Skills Certification :  
Word, Excel, Access, PowerPoint skills;  
Basic Outlook/ email, calendar/electronic file maintenance, etc.;  
Safety training and pandemic standard safety;  
Tool recognition skills;  
Measuring abilities (ruler tests)
  - d. Deliver or facilitate skill building resulting in industry-recognized micro-credentials – where indicated by the assessment.  
Examples include forklift certifications, IC3 digital literacy, OSHA, Logistics and supply chain, digital marketing, data analytics, customer service, and front-end web development.
  - e. Deliver or facilitate closely managed work experience for a subset of youth whose assessment supports that assignment.
  - f. All enrolled youth must engage in structured career exploration. The provider shall ensure that all presented careers are relatively high-wage, high demand, and high retention – And ensure that this exposure informs the career plan specified below.
  - g. Deliver tangible and intangible barrier removal services consistent with findings from a needs assessment (transportation, tools, boots, uniforms, etc.).
  - h. Pay participants up-to \$13/hr. for documented participation hours.

- i. Each youth shall exit their summer youth experience with a written career plan informed by their desires and aptitudes, and an associated vocational/post-secondary training plan. That plan shall include, at least, anticipated degree or industry recognized certification(s), timeframe, training institutions(s), projected wages and retention data, and prerequisite training/skills, screening, and exclusion criteria accounted for, as well as a current resume and cover letter.
- 17. Affirm an understanding of as well as an ability and willingness to properly retain records – Providers shall retain all records for this contract for a period of three (3) years after the youth has exited services. Records must be made available upon written request from HCJFS, or other relevant governmental entities including, but not limited to, the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services. Provider must:
  - a. Obtain a copy of the work permit, or birth certificate if over 16, parental permissions and completed application for audit purposes in youth’s case file;
  - b. For each youth engaged in paid activity, maintain information regarding place of employment, position, dates and hours of employment;
  - c. Maintain time sheets, signed by each youth that must correspond with any payments issued. Unsigned or inconsistent time sheets will result in recovered costs;
  - d. Maintain signature of each youth’s receipt of each paycheck;
  - e. Licensure, Administration and Training
    - 1. Provide a description of your organization’s employee screening and clearance policy.
    - 2. Describe training, supervision, and support provided to staff.
- 18. Affirm a willingness to provide Trauma informed care for all staff engaged directly with youth within three months of contract initiation.

### **1.3. Employee Qualifications**

- A. Education and training: Staff will have education and licensure commensurate with responsibilities and programmatic licensing criteria.
- B. Work history: All employees who are assigned to this project to work with HCJFS’s customers shall have information on job applications verified. Verification shall include references and work history information.

- C. 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 Departments) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.

1. Requirements for the Transportation of Customers

Any individual transporting Customers shall possess the following qualifications:

1. Prior to allowing an individual to transport a Customer, 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 Maintenance of a current and valid driver's license; and
3. Maintenance of 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 Customer.

In this same regard, no Customer 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 Customer if:

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.

- B. Provider shall not assign any individual to work with or transport Customers until a BCII report and a criminal records transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.
- C. Except as provided in Section E 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.
- D. All completed and documented checks shall be maintained in the employee file.

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

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

## 2.0 PROVIDER PROPOSAL

HCJFS will accept proposals via e-mail for this RFP. Please note the maximum file size for proposals being submitted is 24MB. Proposals should be sent to the RFP Contact Person at: [Hamil\\_ContractServicesProcurement@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurement@jfs.ohio.gov)

### A. Electronic Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Proposal in a pdf format and the pages must be numbered from 1 - ?
- Each proposal must be written in twelve (12) point font.
- Budget in unlocked Excel format.

### B. Proposal Organization

Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

- Section 2.1 - Cover Sheet
- Section 1.2.2 - Service Components and Business Deliverables
- Section 2.3 –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 Unit Rate(s) for each youth the Provider is proposing to serve in the span of this contract (April 2022 through March, 2023, initial term) This Unit Rate(s) must be supported by the Budget, Attachment C.

## 2.2 Reserved

## 2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately April 1, 2022. Provider will be reimbursed for actual expenses for running the Youth Employment Program. Provider must submit a Budget and a calculation of the Unit Rate and Cost Reimbursement for the initial Contract term that Provider understands will be used to compensate Provider for services provided. Budgets and Unit Rates and Cost Reimbursement must be submitted in the form provided as Attachment C. Contracts will be written for the span of April 1, 2022 through March 31, 2023 (one year initial term) with 3 - 1 year options to renew, and may be written to include the full year-round service.
- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to, but not limited by, the following:
1. Vocational training services;
  2. Paid work experience services; and
  3. Shared and management indirect costs.

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

The *Unit Rate/Cost Reimbursement* for each service proposed for each Contract year 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 in 2 CFR Part 200 Subpart E) include:
1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;

2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs for staff only;
6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other Contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fundraising;
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©(3) of the Internal Revenue Code.

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

## 2.4 Customer References

Provider must submit at least three (3) 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 information for key clinical and business personnel who will be working with the program. These positions are Agency Director, CFO, Clinical Director and Administrators:

- 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 a minimum of 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 for-profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year- end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. 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 Provider 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 Provider 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 to the proposal:

### **Ownership, Annual Report, and Licensure**

1. 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.
2. Annual Report - A copy of Provider's most recent annual report.
3. Licensure - A copy of appropriate licensure from ODJFS, ODMHAS or other licensing agencies. If Provider does not have a finalized license by the end of the proposal selection process, Provider will be granted 60 days from the date of acceptance of the proposal to finalize its license or Provider's proposal will be disqualified.

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

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

3. 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.
4. 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.
5. 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.
6. 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 Hamil\_ContractServicesCommunication@JFS.Ohio.gov and the Hamilton County Risk Manager at [COI@hamilton-co.org](mailto:COI@hamilton-co.org).

7. 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.
8. 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.
9. 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.
10. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
11. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

### 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	1/14/2022
RFP Conference	01/27/2022 1pm via Microsoft Teams
Deadline for Receiving Final RFP Questions	02/01/2022
Deadline for Issuing Final RFP Answers	2/03/2022
Deadline for Registering for the RFP Process	01/27/2022 noon
Deadline for Proposals Received by RFP Contact Person	02/10/2022 11 am EST
Oral Presentation/Site Visits – if needed	
Anticipated Proposal Review Completed	02/25/2022
Anticipated Start Date	April 1, 2022

#### 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**

[Hamil\\_ContractServicesProcurement@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurement@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 January 27, 2022 BY NOON.**

All interested Providers must complete Registration Form (see Attachment G) and 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 e-mail address is [Hamil\\_ContractServicesProcurement@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurement@jfs.ohio.gov)

### **3.4 RFP Questions**

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

- A. No questions will be accepted after February 01, 2022, noon. The final responses will be faxed or e-mailed no later than February 03, 2022 by the close of business.
- B. Only Providers who register for the RFP Process will receive electronic attachments and addenda.
- C. 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 1, 2022, noon.

### **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 than February 1, 2022 by noon EST 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 sent by 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 1, 2022 by noon EST 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, 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 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. 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 e-mailed to the RFP Contact Person, Kris Bullock, at [Hamil\\_ContractServicesProcurement@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurement@jfs.ohio.gov) on or before February 10<sup>th</sup> 2022 no later than 11:00 a.m. ***Proposals received after this date and time will not be considered.*** A receipt will be issued for all proposals 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 10, 2022 no later than 11:00 a.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 e-mailed to the RFP Contact Person on or before February 10, 2022 no later than 11:00 a.m. and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 1.2.2;
- 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. Provider past performance can be referenced or influence the evaluation if well documented, in writing, and previously shared with Provider. This could include but be limited to Performance Improvement Plans, Referral Holds, or contract terminations for non-performance.

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 1.2.2 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 worth 20% 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 1.2.2 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 worth 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8.B 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 most responsive and 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 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 HCJFS deems 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 emailed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be emailed to the contact person listed in Section 3. 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:

- A. Be clearly identified within the proposal;
- B. Must have the basis for non-disclosure status provided in narrative on a separate page and have "Trade Secret" typed on the upper righthand corner of the page and the envelope; and
- C. 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 typed on the right-hand corner of pages 1 through 5 of the proposal.

**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 Process**

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**

**ATTACHMENT A  
PROPOSAL COVER SHEET FOR  
YOUTH EMPLOYMENT PROGRAM  
Bid No: RFP #KB01-22R**

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

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

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

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

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

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

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

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

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

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

**LOCATION OF PROPOSED SERVICE:** ( ) In the community ( ) at the One Stop

Amount of funds requested for the initial term: 4/1/22 – 3/31/23	Amount of funds requested for the 1 <sup>st</sup> Renewal Term: 4/1/23 – 3/31/24	Amount of funds requested for the 2 <sup>nd</sup> Renewal Term: 4/1/24– 3/31/25	Amount of funds requested for the 3 <sup>rd</sup> Renewal Term: 4/1/25 – 3/31/26
Total Program expenses \$_____	Total Program expenses \$_____	Total Program expenses \$_____	Total Program expenses \$_____
Estimated # of youth enrolled _____	Estimated # of youth enrolled _____	Estimated # of youth enrolled _____	Estimated # of youth enrolled _____
\$ Projected cost per youth \$_____	\$ Projected cost per youth \$_____	\$ Projected cost per youth \$_____	\$ Projected cost per youth \$_____

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

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

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

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

**Proposal Submission Checklist  
For  
YOUTH EMPLOYMENT PROGRAM  
Bid No: RFP KB01-22R**

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

- \_\_\_\_\_ A) Registered for RFP Process on or before April 1, 2021 by 12:00 p.m.
- \_\_\_\_\_ B) Proposal is to be submitted by 11:00 a.m. on April 14, 2021.
- \_\_\_\_\_ C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1.
- \_\_\_\_\_ D) Responses to Program Components, Section 2.2.1 are included
- \_\_\_\_\_ E) Responses to System and Fiscal Administration components, Section 2.2.2 are included.
- \_\_\_\_\_ F) Budget completed correctly, Section 2.3 (hard copy included with proposals).
- \_\_\_\_\_ G) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget.
- \_\_\_\_\_ H) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel).
- \_\_\_\_\_ I) Personnel Qualifications are included, Section 2.5.



**Attachment**

**A-1**

**Program**

**Component**

**Checklist**

## RFP# KB01-22R- Summer Youth

## 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.

QUESTION #	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
<b>Service Components and Business Deliverables</b>				
Question 1				
Question 2				
Question 3				
Question 4				
Question 5				
Question 6				
Question 7				
Question 8				
Question 9				
<b>Question 10</b>				
Question 11				
Question 12				
Question 13				

**Attachment**

**B**

**Contract**

**Sample**

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

This Contract is entered into on \_\_\_\_\_ between the Board of County Commissioners of Hamilton County, Ohio (“County”) through the Hamilton County Department of Job & Family Services (“HCJFS”) and XXXXXX (“Provider”) with an office at XXXXXXXX, Cincinnati, Ohio 45206 whose telephone number is (513) xxx-xxxx, for the purchase of the Hamilton County Youth Employment Program (“YEP”).

**1. TERM**

This Contract will be effective from \_\_\_\_\_ through \_\_\_\_\_ (the “Initial Term”) inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract cannot exceed \$\$\$\$\$\$\$\$.00 for the Initial Term unless amendment by formal agreement.

Provider will be compensated in an amount not to exceed the following during the Initial Term:

Year 1 of the Initial Term: **MM/DD/YYYY – MM/DD/YYYY: \$\$\$\$\$\$\$\$00**

In addition to the terms set forth above, Contract may be renewed, at the County’s option for **four** (4) additional one (1) year terms at the prices set forth below. County will provide Vendor written notice of its intention to renew the Contract at least thirty (30) days prior to the expiration of the term then in effect.

Renewal Year 1 2023/2024 \$

Renewal Year 2 2024/2025 \$

Renewal Year 2 2025/2026 \$

Renewal Year 2 2026/2027 \$

HCJFS reserves the right to modify the amounts set forth in the initial Term of the Contract, as it deems necessary.

For all Renewal Terms, any increases in the value of the Contract will be at the sole discretion of HCJFS subject to funding availability and contract performance. Notwithstanding the above, any increase in the value of the Contract will be limited to a three percent (3%) increase over the value from the prior term. HCJFS does not guarantee that the value will be increased from one term to the next. Nothing in this Contract or Exhibit I – Request for Proposal should be construed as a guarantee of any increase in the Contract amount.

This Contract is awarded as a result of RFP # KBNN-22R, Request for Proposals for the Youth Employment Program issued by Hamilton County.

## **2. CONTRACT AMOUNT**

The total amount of the Contract cannot exceed **\$XXX,XXX.00** for the Term unless amended by formal amendment.

Provider will be compensated in an amount not to exceed the following during the Term:

**April 1, 2022- March 31, 2023**

- \$XXX,XXX.XX - TANF program funds; and

-\$ XXX,XXX.00 in Local Funds.

## **3. SCOPE OF SERVICE**

### **A. EXHIBITS**

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider

agrees to perform the Youth Employment Program (“YEP”) as more specifically described in RFP #KB01-22R (Exhibit I); the Provider’s Proposal to RFP #KB01-22R (Exhibit II); Scope of Work (Exhibit III); Budget (Exhibit IV); and Release of Personnel Records and Criminal Record Check (Exhibit V).

Exhibits for this Contract are as follows:

1. Exhibit I - Request for Proposals #KB01-22R;
2. Exhibit II - Provider’s Proposal;
3. Exhibit III - Scope of Work;
4. Exhibit IV – Budget;
5. Exhibit V - Release of Personnel Records and Criminal Record Check and
6. Exhibit VI – Participant Application.

**B. ORDER OF PRECEDENCE**

This Contract is based upon Exhibits I through V as defined in 3.A. EXHIBITS above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provisions of this Contract irreconcilably conflict with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I - Request for Proposals #KB01-22R;
2. Exhibit II – Providers Response to RFP #KB01-22R;
3. Exhibit III – Scope of Work;
4. Exhibit VI – Participant Application;

5. Exhibit IV – Budget; then
6. Exhibit V – Release of Personnel Records and Criminal Record Check

**C. DESCRIPTION OF SERVICES**

Provider agrees to provide County with a Youth Employment Program (“Program”) in accordance with the terms and conditions contained herein and as more particularly described in the above referenced exhibits. The Program shall consist of employment and on-the-job placement programming including wage subsidies. Without limiting anything set forth herein or an exhibit, Provider will:

1. Serve approximately ??? participants (“Participants”);
2. Operate the Program year round; and
3. Ensure that Participants are paid a capped rate of \$13.00 per hour;

For purposes of this Contract, Participants are those individuals who are eligible to participate in the Program, as defined in Request for Proposals #KB01-22R. In administering the Program, Provider will work to enable Participants to gain valuable work experience while earning a paycheck. The Program is expected to provide opportunities for Participants to develop a work history and have a current reference from an employer.

**4. MONITORING**

Provider shall cooperate with any on-site monitoring by HCJFS during the Term of the Contract and a reasonable time thereafter. Monitoring can include, without limitation, a universal inspection of case files and documentation of actual service delivery. In addition, Provider agrees to cooperation with additional monitoring that may be performed by various public agencies, including monitoring that occurs subsequent to the expiration or termination of the Contract.

**5. ALLOWABLE COSTS**

Provider will only submit for reimbursement those costs that are allowable for this funding source describe in Section 2. Allowable costs include, but are not limited to the following.

- A. Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
- B. Recruitment and development of employers for the program;
- C. Other ancillary services which are offered by the employer to Participants including:
  - 1. Work related items such as uniforms, tools, licenses or certifications;
  - 2. Case management activities related to the program; and
  - 3. Job coaches and mentors.
  - 4. Worker compensation expenses;
  - 5. FICA;
  - 6. Direct supervision and training costs;
  - 7. Work clothing if it necessary for employment at the specific job placement;
  - 8. Transportation costs to and from the work site; and
  - 9. Criminal records checks

Costs, such as, other subsidized employment wages, childcare, etc. must adhere to time limits contained in 45 CFR 260.31, and can only be offered to a Participant for a period of four months or less.

The cost of health insurance for youth may not be charged against this allocation; however, the cost of health insurance for staff employed by a third party to operate the Program can be charged against this allocation.

## **6. REPORTING TOOLS**



Provider shall use the reporting tool which is available online at <https://syep.jfs.ohio.gov>. Provider shall input all reports into the reporting tool by the 10th of each month. Instructions on using and accessing the tool will be emailed to the participating counties at a later date.

Without exception, all information shall be entered into the reporting tool within thirty (30) days from the youth leaving the Program.

**7. UNEMPLOYMENT COMPENSATION**

Provider shall ensure that employers of Participants under the Program are made aware of their responsibilities for the reporting of wages for unemployment purposes.

**8. CHILD LABOR LAWS**

Provider shall ensure that employers of Participants under the Program are made aware of the applicability of child laws applicable to the Participants.

**9. PROVIDER REQUIREMENTS**

- A. Provider must maintain a file for each Participant that includes the TANF Eligibility Form, along with support evidencing enrollment in the Program and details of the assigned employer worksite.
- B. Provider agrees that it will not submit for reimbursement any costs for which Provider has not maintained the proper records and documentation.
- C. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with reports as requested. HCJFS may exercise this right without a Contract amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
- D. The Provider agrees that the compensation amount in Section 3, BILLING AND PAYMENT is the full reimbursement for services and wage subsidies paid by

Provider. No fees or additional costs shall be charged to any Participant for any service provided under this Contract without the express consent of HCJFS. Such consent must be made through an amendment to this Contract.

## **10. BILLING AND PAYMENT**

### **A. Allowable Costs**

Provider warrants and represents that the Budget, Exhibit IV, submitted as a part of its Proposal, Exhibit II, is based upon current financial information and projections and includes all categories of costs and that all revenue sources available to Provider to serve Participants have been detailed in the Budget, Exhibit IV, and utilized, where possible, to reduce the cost per youth.

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Participants; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff

and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

## B. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all costs and expenses provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
  - a. Provider's name, address and telephone number;
  - b. Vendor number;
  - c. Unique invoice number;
  - d. Invoice date and service dates;
  - e. Participant's name;
  - f. Purchase Order (PO) (Contract Services or Program area will provide this #) and Contract #;
  - g. Invoice must be original;
  - h. Must have total to be paid listed on the invoice; and
  - i. Must have both the Vendor's/Provider's and JFS Program Person's, original signature on the invoice.

The following items are not acceptable on invoices:

- a. White out is not allowed anywhere on an invoice;
  - b. Stamped signatures – all signatures must be original; and
  - c. Faxed or copied invoices.
2. HCJFS will not pay for any service if: a) the invoice for such service is submitted to HCJFS more than sixty (60) calendar days from the end of the

service month in which the Service was performed; unless timely issuance of authorizations does not permit Provider the ability to submit the invoice timely. It is the responsibility of the Provider to request special consideration and documentation with its invoice if authorizations were not submitted timely by HCJFS, or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

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

3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for services for which an individual who received service was determined to be eligible by HCJFS.

C. Miscellaneous Payment Provisions

1. Additional Payment

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

2. Duplicate Payment

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

3. Remittance Address

In order to ensure timely payment of submitted invoices, Provider agrees to immediately report any changes in its organization's remittance address to HCJFS' contract specialist.

#### **11. ELIGIBILITY FOR SERVICES**

The Provider is responsible for collecting all documentation for Participants, in the attached link as – Participant Application and agrees to forward such documentation to HCJFS for the use in determining eligibility for the Program. Provider agrees that no costs attributable to this Program may be incurred prior to a youth's full, formal and documented TANF eligibility determination by HCJFS. Provider is responsible for obtaining all required signatures and consents for a youth's participation in the Program.

#### **12. ELIGIBILITY FOR SERVICES**

Service is to be provided only upon written approval from HCJFS that the participating youth are eligible.

#### **13. NO ASSURANCES**

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

#### **14. AVAILABILITY OF FUNDS**

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

- A. Reduce the utilization of the Services provided under this 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 shall accrue to HCJFS in the event either of these provisions is exercised. HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

## **15. TERMINATION**

- A. Termination for Convenience by County

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

- B. Termination for Cause by County

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, County may consider Provider in default. County agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, County 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 County may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

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

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

C. Effect of Termination

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

## **16. FORCE MAJEURE**

If by reason of Force Majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability. Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect County or 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; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; 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.

## **17. TRANSITION PLAN**

In the event of termination of this Contract Provider shall develop a Transition Plan with Provider. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Participants 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 Participants and families, the Transition Plan, at a minimum, includes the following schedule:

A. Participant records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract; and

B. "Data dump" to HCJFS of all Participant 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.

## **18. GOOD FAITH EFFORT**



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

## **19. DISPUTE RESOLUTION**

The Parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Within thirty (30) calendar days from the time the Provider discovers or should have discovered that a matter is properly an issue that should be determined under this section, Provider shall prepare and submit a Notice of Dispute. The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of the parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of forty-five (45) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

Representative for HCJFS: HCJFS' Unit Supervisor for Contract Services

Representative for Provider: Provider's Project Manager :

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

Representative for HCJFS: Director of Contract Services

Representative for Provider:

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

## **20. WARRANTIES AND REPRESENTATIONS**

- A. Provider warrants and represents that at all times during the Term Provider shall maintain all required licensure or certifications in good standing. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

- B. Provider warrants and represents that the Program shall be performed in a professional and work like manner in accordance with applicable professional standards.
- C. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all applicable requirements of federal, state and local laws and regulations, including but not limited to, the requirements of the 2 CFR Part 200 Subpart F, 2 CFR. Part 215, 2 CFR. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230.
- D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for services, including but not limited to, any other source of local, state or federal revenue. Provider further warrants and represents that all revenue sources available to serve Participants were included as a part of Provider's Proposal and will be utilized, when permissible, to reduce the cost of the Program to HCJFS.
- E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of the Program.
- F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the services by Provider's employees.
- G. Provider warrants and represents that it will not purchase telecommunication & video surveillance from prohibited list of selected vendors - 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.

## **21. QUALITY REVIEW**

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

## **22. MAINTENANCE OF SERVICE**

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

## **23. REPORTS**

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

service month. This report is required if Provider serves an average of ten (10) or Participants in any one month.

- C. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.
- D. HCJFS reserves the right to withhold payment until such time as all required reports are received.

## **24. GRIEVANCE PROCESS**

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

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

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

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

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

## **26. 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, Participants shall not be required to pay for such assistance.

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

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

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

## **28. SOLICITATION OF EMPLOYEES**

Provider and HCJFS warrant that for one (1) calendar year from the beginning date of this Contract, Provider and HCJFS will not solicit each other's employees for employment. The term Provider includes any agent or representative of the Provider.

## **29. RELATIONSHIP**

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

## **30. CONFLICT OF INTEREST**

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

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

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

### **31. DISCLOSURE**

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

### **32. CONFIDENTIALITY**

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

### **33. PUBLIC RECORDS**

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

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

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

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

### **35. AUDIT REQUIREMENTS**



- A. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. Audits will be conducted using a “sampling” method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units.
- B. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the Program.

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

- C. Provider agrees to give HCJFS a copy of Provider’s most recent annual report and most recent annual independent audit report within fifteen (15) days of receipt of such reports.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with 2 CFR Part 200, Subpart F. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.
- E. HCJFS reserves the right to evaluate programs of Provider and its subcontractors. The evaluation may include, but is not limited to reviewing records, observing

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

### **36. DEBARMENT AND SUSPENSION**

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

### **37. DEBT CHECK PROVISION**

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

### **38. CORRECTIVE ACTION PLANS**

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

### **39. PROPERTY OF HAMILTON COUNTY**

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

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County, 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 County and Provider to use such copyrighted matter. Provider agrees that all Deliverables will be made freely available to the general public unless County determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

#### **40. 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 Participants) 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](mailto:COI@hamilton-co.org) and \_\_\_\_\_ to \_\_\_\_\_ Agency \_\_\_\_\_ at [HAMIL\\_ContractServicesCommunication@jfs.Ohio.gov](mailto: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 Contract on the commercial general, business auto and umbrella/excess liability policies."
  3. Each policy required by this clause shall be endorsed to state that coverage

shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Hamilton County Risk Manager at [COI@hamilton-co.org](mailto:COI@hamilton-co.org) and to Agency at [HAMIL\\_ContractServicesCommunication@jfs.Ohio.gov](mailto: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.

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 County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to 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, 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.

#### **41. INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liabilities, 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 Provider, Provider's subcontractor(s), Provider or Provider's subcontractor's (s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

In addition, Provider 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 Provider. In the event Provider 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 Provider 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.

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

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

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



#### **43. MARKETING**

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

#### **44. CHILD SUPPORT ENFORCEMENT**

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

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

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

#### **46. 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. Provider shall not transport Consumers. Provider shall not assign any individual to work with Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.
- C. 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.
- D. All completed and documented checks shall be maintained in the employee file.
  - 1. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit III - 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 or volunteer with 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.
- E. 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 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.

**F. 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.

**47. LOBBYING**

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

**48. DRUG-FREE WORKPLACE**

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**49. FAITH BASED ORGANIZATIONS**

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

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

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

**51. ENERGY POLICY AND CONSERVATION ACT**

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

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

After award of this Contract and prior to the time this Contract was entered into, Provider submitted a statement in accordance with ORC Section 5719.042 related to personal property taxes. In compliance with the statute, a copy of such statement is incorporated in this Contract as if fully set forth herein.

## **53. ASSIGNMENT AND SUBCONTRACTING**

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

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

Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

## **54. GOVERNING LAW**

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

#### **55. LEGAL ACTION**

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

#### **56. INTEGRATION AND MODIFICATION**

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

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

#### **57. SEVERABILITY**

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

#### **58. AMENDMENT**

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

incorporated into this Contract by written amendment signed by Provider and County and effective as of the date of enactment of the law, statute, or regulation.

**59. WAIVER**

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

**60. NO ADDITIONAL WAIVER IMPLIED**

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

**61. CONTRACT CLOSEOUT**

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

**62. NON-EXCLUSIVE**

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

**63. CONTACT INFORMATION****A. HCJFS Contacts** - Provider should contact the following HCJFS staff with questions:

<b>Name &amp; Email Address</b>	<b>Telephone</b>	<b>Department</b>	<b>Responsibility</b>
Marci TerreBlanche Marci.TerreBlanche@jfs.ohio.gov	(513) 946-2073	Contract Services	contract changes, contract language
Kevin Holt Kevin.Holt@jfs.ohio.gov	(513) 946-7263	Program Management	service point of contact, service authorization, invoice review
Assigned:Accounts Payable	(513) 946-	Fiscal	billing & payment, invoice processing
Jim Tinker, <a href="mailto:jim.tinker@jfs.ohio.org">jim.tinker@jfs.ohio.org</a>	(513) 946- 1728	Communications Director	Media inquiries, media and communications questions

**B. Provider Contacts** - HCJFS should contact the following Provider staff with any questions:

<b>Name &amp; Email Address</b>	<b>Telephone</b>	<b>Department</b>	<b>Responsibility</b>
	513-	Business Management	contract changes, contract language
	513-	Program Management	service point of contact, service referral contact



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

**SIGNATURES**

Provider

\_\_\_\_\_  
Authorized Provider Representative

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

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

**BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffrey Aluotto, County Administrator  
Hamilton County, Ohio

OR

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchasing Director  
Hamilton County, Ohio

Recommended By:

\_\_\_\_\_  
, Director  
Hamilton County Department of Job & Family Services

Approved as to form:

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

Prosecutor’s Office  
Hamilton County, Ohio

Prepared By: \_\_\_\_\_  
Checked By: \_\_\_\_\_  
ApSproved By: \_\_\_\_\_

**Attachment**

**C**

**Budget and  
Instructions**

# **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:

E-mail: [Hamil\\_ContractServicesProcurement@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurement@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

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

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

## **HCJFS CONTRACT BUDGET**

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

**BUDGET PREPARED FOR PERIOD**

**NAME OF CONTRACT PROGRAM:** (Enter name of program, e.g. SYEP) (Enter Begin Date of Budget) **TO** (Enter End Date of Budget)  
**Youth Employment Program)**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

(1)	(2)	(3)	(4)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
EXPENSES BY PROGRAM SERVICES			
A. STAFF SALARIES			
B. EMPLOYEE PAYROLL TAXES & BENEFITS			
C. PROFESSIONAL & CONTRACTED SERVICES			
D. CONSUMABLE SUPPLIES			
E. OCCUPANCY			
F. TRAVEL			
G. INSURANCE			
H. EQUIPMENT			
I. MISCELLANEOUS			
J. PROFIT MARGIN			
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION			
ALLOCATION OF MGT/INDIRECT COSTS			
<b>TOTAL PROGRAM EXPENSES</b>			

1

ESTIMATED TOTAL YOUTH TO

BE SERVED:

TOTAL PROGRAM EXPENSES / TOTAL YOUTH

= COST PER YOUTH

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

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

Instructions:

- Column 1: Description of expenses by type.
- Columns 2: 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 3: 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 4: Column 4 is the sum of Columns 2 and 3.

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

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
<b>TOTAL SALARIES</b>						

2

**Instructions:**

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

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

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

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

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

Column 6: Enter the salary costs that are indirectly associated with the service being proposed.

Column 7: Column 7 is the sum of Columns 5 and 6

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

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

(1)	(2)	(3)	(4)
B. PAYROLL TAXES	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
FICA _____ %			
WORKER'S COMP. _____ %			
UNEMPLOYMENT _____ %			
<b>BENEFITS</b>			
RETIREMENT _____ %			
HOSPITAL CARE			
OTHER (SPECIFY)			
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>			

3

#### Instructions:

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

Columns 2: 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 3: 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 4: Column 4 is the sum of Columns 2 and 3.



**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)
C. PROFESSIONAL FEES & CONTRACTED SERVICES	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>			

3

Instructions:

Column 1: List all professional fees and contracted services.

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

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

Column 4: Column 4 is the sum of Columns 2 and 3.

**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)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
D.CONSUMABLE SUPPLIES			
OFFICE			
CLEANING			
PROGRAM			
OTHER (SPECIFY)			
<b>TOTAL CONSUMABLE SUPPLIES</b>			

4

**Instructions:**

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

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

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

Column 4: Column 4 is the sum of Columns 2 and 3.

**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)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
EXPENSES BY PROGRAM SERVICES			
E. OCCUPANCY COSTS			
RENTAL @ _____ PER SQ. FT. SQ. FT. _____			
USAGE ALLOWANCE OF BLDG. OWNED @ 2% OF ORIGINAL ACQUISITION COST			
MAINTENANCE & REPAIRS			
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY _____ WATER _____			
TELEPHONE			
OTHER (SPECIFY)			
<b>TOTAL OCCUPANCY COSTS</b>			

4

**Instructions:**

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

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

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: Enter the costs that are directly associated with the service proposed.

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

Column 4: Column 4 is the sum of Columns 2 and 3.

## 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)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
EXPENSES BY PROGRAM SERVICES			
F. TRAVEL COSTS			
GASOLINE & OIL			
VEHICLE REPAIR			
VEHICLE LICENSE			
VEHICLE INSURANCE			
OTHER (PARKING)			
MILEAGE REIMBURSE. @ PER MILE			
CONFERENCES & MEETINGS, ETC.			
PURCHASED TRANSPORTATION			
<b>TOTAL TRAVEL COSTS</b>			

Instructions:

- Column 1: List of travel costs by expense type. List any other travel costs separately under, "Other".
- Columns 2: Enter the costs that are directly associated with the service proposed.
- Column 3: Enter the costs that are **indirectly** associated with the service proposed.
- Column 4: Column 4 is the sum of Columns 2 and 3.

**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)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
EXPENSES BY PROGRAM SERVICES			
G. INSURANCE COSTS			
LIABILITY			
PROPERTY			
ACCIDENT			
OTHER			
<b>TOTAL INSURANCE COSTS</b>			

5

Instructions:

- Column 1: List of insurance costs by expense type. List any other insurance costs separately under, "Other".
- Columns 2: Enter the costs that are directly associated with the service proposed.
- Column 3: Enter the costs that are **indirectly** associated with the service proposed.
- Column 4: Column 4 is the sum of Columns 2 and 3.

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

6

**Instructions:**

Column 1: List of equipment costs by expense type.

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

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

Column 4: Column 4 is the sum of Columns 2 and 3.

**PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS**

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

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

7

**Instructions:**

Column 1: Enter item to be depreciated.

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

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

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

Column 7: Enter useful life per IRS guidelines.

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

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

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

Column 11: Enter name of service proposed.

**PAGE 8 – SECTION I - MISCELLANEOUS COSTS**

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

(1)	(2)	(3)	(4)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
EXPENSES BY PROGRAM SERVICES			
I. MISCELLANEOUS COSTS			
<b>TOTAL MISCELLANEOUS COSTS</b>			

8

Instructions:

Column 1: List miscellaneous costs separately.

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

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

Column 4: Column 4 is the sum of Columns 2 and 3

**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)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
EXPENSES BY PROGRAM SERVICES			
<b>J. PROFIT MARGIN</b> (For profit entities only- indicate the amount)			

8



(1)	(2)	(3)	(4)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
EXPENSES BY PROGRAM SERVICES			
<b>K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION</b>			

**PAGE 9 – YOUTH WAGES**

(1)	(2)	(3)	(4)
<b>A. YOUTH SALARY</b>	Hourly Wage	Hours Worked	Total SYEP Wages
<b>B. YOUTH PAYROLL RELATED</b>	Social Security	Workers Comp	Total Payroll Related
<b>TOTAL WAGES:</b>			

Instructions: 9A

Columns 2: Enter the hourly wage for youth.

Column 3: Enter the estimated number of hours worked for youth.

Column 4: Enter amount Column 2 x 3

Instructions: 9B

Column 1: List Program.

Columns 2: Enter the estimated amount of Social Security for youth wages

Column 3: Enter the estimated amount of workers comp for youth wages

Column 4: Enter amount Column 2 x 3

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

\_\_\_\_\_ TO \_\_\_\_\_

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	YOUTH EMPLOYMENT PROGRAM	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00
F. TRAVEL	#REF!	0.00	#REF!
G. INSURANCE	#REF!	0.00	#REF!
H. EQUIPMENT	#REF!	0.00	#REF!
I. MISCELLANEOUS	#REF!	0.00	#REF!
J. PROFIT MARGIN	#REF!	0.00	#REF!
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	#REF!	0.00	#REF!
ALLOCATION OF MGT/INDIRECT COSTS			0.00
TOTAL PROGRAM EXPENSES	#REF!	0.00	#REF!

ESTIMATED TOTAL # of YOUTH TO BE SERVED

TOTAL PROGRAM COST/TOTAL YOUTH = UNIT COST \$ \_\_\_\_\_

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EXHIBIT II

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost		MGMT INDIRECT	TOTAL CONTRACT 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
						0.00
						0.00
<b>TOTAL SALARIES</b>			0.00	0.00	0.00	0.00

**Salaries Narrative.** Describe how each position relates to the service proposed.  
Please type narrative here.

EXPENSES BY PROGRAM SERVICES	Name of Program	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
<b>B.PAYROLL TAXES</b>			
FICA %			0.00
WORKER’S COMP. %			0.00
UNEMPLOYMENT %			0.00
<b>BENEFITS</b>			
RETIREMENT			0.00
HOSPITAL CARE			0.00
OTHER (SPECIFY)			0.00
			0.00
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	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 \$9,000 of the employees**

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.))	YOUTH EMPLOYMENT PROGRAM	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
			0.00
			0.00
			0.00
			0.00
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>	0.00	0.00	0.00

**Professional Fees & Contracted Services Narrative**  
Please type narrative here.

EXPENSES BY PROGRAM SERVICES	YOUTH EMPLOMENT PROGRAM	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
<b>D.CONSUMABLE SUPPLIES</b>			
OFFICE			0.00
CLEANING			0.00
PROGRAM			0.00
OTHER (SPECIFY)			0.00
			0.00
			0.00
<b>TOTAL CONSUMABLE SUPPLIES</b>	0.00	0.00	0.00

**Consumable Supplies Narrative**

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	YOUTH EMPLOYMENT PROGRAM	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
<b>E. OCCUPANCY COSTS</b>			
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
<b>TOTAL OCCUPANCY COSTS</b>	0.00	0.00	0.00

**Occupancy Costs Narrative**

Please type narrative here.

## EXHIBIT II

EXPENSES BY PROGRAM SERVICES	YOUTH EMPLOYMENT PROGRAM	MGMT INDIRECT	TOTAL CONTRACT 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
<b>TOTAL TRAVEL COSTS</b>	0.00	0.00	0.00

**Travel Costs Narrative**

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	YOUTH EMPLOYMENT PROGRAM	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
G. INSURANCE COSTS			
LIABILITY			0.00
PROPERTY			0.00
ACCIDENT			0.00
OTHER			0.00
<b>TOTAL INSURANCE COSTS</b>	0.00	0.00	0.00

**Insurance Costs Narrative**

Please type narrative here.

## EXHIBIT II

EXPENSES BY PROGRAM SERVICES	YOUTH EMPLOYMENT PROGRAM	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
<b>HEQUIPMENT COSTS</b>			
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
<b>TOTAL SMALL EQUIPMENT COSTS</b>	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)			0.00
			0.00
			0.00
			0.00
<b>TOTAL EQUIPMENT &amp; REPAIR</b>	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)			
			0.00
			0.00
			0.00
<b>TOTAL LEASE COSTS</b>	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00
<b>TOTAL EQUIPMENT COSTS</b>	0.00	0.00	0.00

**Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipme**  
Please type narrative here.



EXHIBIT II

**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.

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

## EXHIBIT II

EXPENSES BY PROGRAM SERVICES	YOUTH EMPLOYMENT PROGRAM	MGMT INDIRECT	TOTAL CONTRACT EXPENSE
<b>I.MISCELLANEOUS COSTS</b>			
			0.00
			0.00
			0.00
			0.00
			0.00
<b>TOTAL MISCELLANEOUS COSTS</b>	0.00	0.00	0.00
<b>J. PROFIT MARGIN (For profit entities only)</b>			0.00
<b>K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION</b>	#REF!	0.00	0.00

**Miscellaneous Costs Narrative.**

Please type narrative here.

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

**Mgmt/Indirect Cost Narrative.**

Please type narrative here.

**Profit Margin Narrative (for profit entities only).**

Please type narrative here.

## EXHIBIT II

YOUTH WAGES	YOUTH EMPLOYMENT PROGRAM		
A. Youth Wages	Hourly Rate	Hours Paid	Total Wages
			0.00
			0.00
			0.00
B. Youth Payroll Reltated	Social Security	Worker's Comp	Total Payroll Related
			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 Youth Wages	0.00	0.00	0.00

## Revenue Narrative

Please type narrative here.

# **Attachment**

## **C-1**

### **Sample Budget**

**ATTACHMENT C-1**

**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, 2010 TO December 31, 2010

**INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL 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
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**ATTACHMENT C-1**

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
Program Director	1.00	40.0	56,000.00	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
									0.00
									0.00
<b>TOTAL SALARIES</b>	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 associated 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

1 Executive Director	25% allocated to Foster Care Program
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1 Human Resource Director 33% allocated to Foster Care Program.

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
<b>B.PAYROLL TAXES</b>						
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
<b>BENEFITS</b>						
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
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	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
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>	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.

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>D.CONSUMABLE SUPPLIES</b>						
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
<b>TOTAL CONSUMABLE SUPPLIES</b>	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.

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>E. OCCUPANCY COSTS</b>						
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
<b>TOTAL OCCUPANCY COSTS</b>	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.



**ATTACHMENT C-1**

<b>EXPENSES BY PROGRAM SERVICES</b>	<b>Traditional Foster Care</b>	<b>Therapeutic Foster Care 3</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
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. @ \$.50 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
<b>TOTAL TRAVEL COSTS</b>	<b>29,625.00</b>	<b>29,625.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,250.00</b>	<b>82,500.00</b>

**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.

<b>EXPENSES BY PROGRAM SERVICES</b>	<b>Traditional Foster Care</b>	<b>Therapeutic Foster Care 3</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
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
<b>TOTAL INSURANCE COSTS</b>	<b>2,790.00</b>	<b>1,860.00</b>	<b>0.00</b>	<b>500.00</b>	<b>3,150.00</b>	<b>8,300.00</b>

**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.

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>H.EQUIPMENT COSTS</b>						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased						
						0.00
						0.00
						0.00
<b>TOTAL SMALL EQUIPMENT COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						0.00
						0.00
						0.00
						0.00
<b>TOTAL EQUIPMENT &amp; REPAIR</b>	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
<b>TOTAL LEASE COSTS</b>	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
<b>TOTAL EQUIPMENT COSTS</b>	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.

**ATTACHMENT C-1**

## LARGE EQUIPMENT DEPRECIATION CO

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.

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

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>I.MISCELLANEOUS COSTS</b>						
Postage	1,000.00	800.00			500.00	2,300.00
Dues/Subscriptions	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
<b>TOTAL MISCELLANEOUS COSTS</b>	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
<b>J. PROFIT MARGIN (For profit entities only)</b>						0.00
<b>TOTAL OF ALL EXPENSES</b>	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 background 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.

**ATTACHMENT C-1**

<b>REVENUES BY PROGRAM SERVICES</b>	<b>Traditional Foster Care</b>	<b>Therapeutic Foster Care 3</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL REVENUES</b>
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
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>B. OTHER FUNDING</b>						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	17,000.00
<b>TOTAL REVENUE</b>	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**

<b>PROGRAM</b>	<b>RENEWAL YEAR 1 EXPENSE</b>	<b>RENEWAL YEAR 1 UNIT RATE</b>	<b>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.</b>
<b>Traditional Foster Care</b>	\$435,383.12	\$51.87	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.
<b>Therapeutic Foster Care 3</b>	\$279,300.06	\$51.01	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.
<b>PROGRAM 3</b>			
<b>PROGRAM 4</b>			

<b>PROGRAM</b>	<b>RENEWAL YEAR 2 EXPENSE2</b>	<b>RENEWAL YEAR 2 UNIT RATE</b>	<b>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.</b>
<b>Traditional Foster Care</b>	\$448,444.61	\$53.43	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 percent. All other costs should increase by approximately the cost of living (2.5%).
<b>Therapeutic Foster Care 3</b>	\$287,679.06	\$52.54	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 percent. All other costs should increase by approximately the cost of living (2.5%).
<b>PROGRAM 3</b>			
<b>PROGRAM 4</b>			

# **Attachment D Provider Certification**

**Hamilton County Department of Job and Family Services**  
**Provider Certification Document**

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

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



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

**NOTES:**

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

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

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

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

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

**Additional comments/notes for Section B:**

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

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

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

**Additional comments/notes for Section C:**

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

# **Attachment E Property Tax Delinquency**



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

I, \_\_\_\_\_, hereby affirm that the Proposing Organization herein, \_\_\_\_\_, is \_\_\_\_ / is not \_\_\_\_ (**check one**) at the time of submitting this proposal charged with delinquent property taxes on the general tax list of personal property within the County of Hamilton. If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$\_\_\_\_\_.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**State of Ohio - County of Hamilton Notary**

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

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

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

**Attachment  
F  
Release of  
Personnel  
Records and  
Criminal Records  
Check**

Attachment F



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](http://www.hcjfs.org)

[www.hcadopt.org](http://www.hcadopt.org)

[www.hcfoster.org](http://www.hcfoster.org)

Employer Name:	
Employee Name:	
Employee Address:	

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORDS AND FINGERPRINT-BASED CHECKS

Ohio Revised Code Sections 2151.86 and 5153.111 require criminal records and fingerprint-based checks with respect to any person who is responsible for a child's care in out-of-home care. Hamilton County Department of Job and Family Services requires certain of those checks to be performed on an annual basis thereafter.

HCJFS, and its funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record and fingerprint-based checks.

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records and fingerprint-based checks. This authorization is valid from the Authorization Date until one year after the termination of the contract between HCJFS and Provider that requires such criminal records and/or fingerprint-based checks.

Signature: \_\_\_\_\_

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

**Attachment**

**G**

**RFP Registration**

**Form**

# REQUEST FOR PROPOSAL REGISTRATION FORM

**RFP KB01-22R**

for

**Youth Employment**

**All inquiries regarding this RFP are to be in writing and are to be emailed to:**

**Kris Bullock**

**Email:** [Hamil\\_ContractServicesProcurement@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurement@jfs.ohio.gov)

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this **RFP**. *Other than to the above specified person, no bidder may contact any HCJFS, county official, employee, project team member or evaluation team member.* Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this **RFP**. **Inappropriate contact may result in the rejection of the Provider's Proposal. This includes 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 you will be registering your company's interest in this RFP, attendance at the pre-proposal conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

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

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

**\*RFP Registration Forms are due: 1/27/2022 12:00 PM (NOON)**

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

**Please email this completed page to HCJFS Contract Services at:**

[Hamil\\_ContractServicesProcurement@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurement@jfs.ohio.gov)