



**REQUEST FOR PROPOSALS
FOR
CONNECTING THE DOTS FROM FOSTER CARE TO
EMPLOYMENT AND INDEPENDENT LIVING**

RFP #SC03-15R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(April, 2015)

Due Date for Proposal Registration: April 10, 2015 by noon

Due Date for Proposal Submission: April 30, 2015 no later than 11:00 a.m.

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REQUEST FOR PROPOSAL (RFP) FOR CONNECTING THE DOTS FROM FOSTER CARE TO EMPLOYMENT AND INDEPENDENT LIVING

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

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

This RFP seeks to purchase closeout services for the comprehensive initiative called Connecting the Dots from Foster Care to Employment and Independent Living. The provider must be able to begin safe and youth-friendly services immediately upon the start of this contract. The goal of the Connecting the Dots initiative was to dramatically improve the educational and employment outcomes for Ohio youth aging out of foster care, supporting their transition to adulthood.

1.2 Scope of Services

The Connecting the Dots from Foster Care to Employment and Independent Living must be easily accessible to youth, be safe and youth-friendly. The provider must be able to begin these services immediately upon start of the contract. The goal of the Connecting the Dots initiative was to dramatically improve the educational and

employment outcomes for Ohio youth aging out of foster care, supporting their transition to adulthood.

The initiative's service delivery model that "connects the dots" between the Workforce Investment and Opportunity Act (WIOA) employment and training services and foster care independent living services to comprehensively address transitioning youths' needs related to family and personal support system, education, employment, health, food, housing, and transportation.

This Request for Proposal will pursue a thoughtful closeout of these services for the youth that have been served in this initiative. This initiative will run from 7/1/15 through 12/31/15 and will serve only those youth who are currently enrolled in the Hamilton County Connecting the Dots program.

In Hamilton County, the Connecting the Dots program includes, but is not limited to, key service components that positively impact the educational attainment, employment, earnings, and self-sufficiency for foster youth after leaving care. Successful completion of the Connecting the Dots program should lead to:

Improved social functioning, including a:

- Reduced rate of early motherhood/fatherhood
- Reduced rate of homelessness
- Reduced rate of incarceration

Improved educational supports, which lead to an:

- Increased high school or GED completion rate
- Increased rate of enrollment in post-secondary education (following high school completion)
- Increased rate of retention in post-secondary education at the end of the 1st year
- Increased rate of post-secondary attainment of degree or industry-recognized credential

Employment & Income, as well as:

- Increased employment during and after high school
- Increased wage level to enable independent living
- Reduced percentage receiving public assistance

The Connecting the Dots closeout, includes but is not limited to the following:

- Strategic exits of each youth that ensure optimum outcomes for them and a successful transition to independent living.
- Provide follow-up services as based upon the WIOA model.
- Provide any additional services that the youth may need as applicable under the WIOA model.

1.3 Population

For the purposes of this RFP, HCJFS wishes to serve only those youth that are currently active in the Hamilton County Connect the Dots program. No new youth can be enrolled during this closeout phase.

1.4 Eligibility for Services

The only youth eligible for this program are currently enrolled in the Hamilton County Connect the Dots program.

1.5 Service Components

A. Contract Outcomes

A successful outcome of this contract will see the transition of a current Connect the Dots youth into one (or more) of the following on or before the end of this initiative:

- **Post-secondary education;**
- **Industry recognized credential;**
- **Employment;**
- **Military;**
- **Training;**
- **Stable housing established during this initiative;**
- **Freedom from incarceration during this initiative;**
- **Not becoming pregnant or a parent during this initiative; and**
- **PREP (Personal Responsibility and Education Program) trained.**

B. Proposal Requirements

Providers should describe how they will deliver closeout services for the comprehensive initiative called Connecting the Dots from Foster Care to Employment and Independent Living. All programs must be safe and youth-friendly. The provider must be able to begin these services immediately upon start of the contract. The goal of the Connecting the Dots initiative was to dramatically improve the educational and employment outcomes for Ohio youth aging out of foster care, supporting their transition to adulthood.

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

C. Performance Monitoring

The Administrative Entity may monitor the subcontractors which will discuss exits, performance, budget expenditures, best practices and outside audit results.

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

D. Record Retention

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

E. Data Tracking and Reporting

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

Providers are required to input all their data into the State of Ohio’s WIOA records systems, known as Sharing Career Opportunities and Training Information (SCOTI). SCOTI is the state WIOA computer-based system by which youth eligibility is determined, cases are managed, and performance outcomes are reported.

F. Quality Assurance and Continuous Improvement

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

G. Personnel Qualifications

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

1.6 Employee Qualifications

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

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

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

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment G to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

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

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

2.0 Provider Proposal

It is required that all proposals be submitted in the format as described in this section. Each submission must have the appropriate number of copies. One (1) signed original and eight (8) copies, submitting one of the 8 copies as single-sided; using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

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

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

2.2 Service and Business Deliverables

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

2.2.1 Program Components

Service Information:

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

1. Describe, in detail, how each outcome identified in Section 1.5-A “Contract Outcomes” above will be tracked and improved for this service population.
2. Describe how you will deliver WIOA services for Connect the Dots youth, on the first day of the contract, for the time period of this initiative (7/1/15 – 12/31/15) while also preparing them to successfully transition into adulthood. These transitions include successfully transitioning into employment, post-secondary education, training, military or into an on-going WIOA youth program.
3. Describe personnel qualifications for project/program manager.
4. Describe information that will demonstrate your organization’s capacity for and history of quantified and documented success in serving Connect the Dots youth with WIOA services or youth with similar barriers served in a similar fashion.
5. Describe your quality assurance plan to ensure SCOTI, eligibility, and case documentation compliance with all state and federal requirements.
6. Describe your service model that will result in successful exits typically within six (6) months or transition into an on-going WIOA youth or adult program.
7. Describe your experience with this or similar populations. Due to the special needs of this service population, successful proposals will be distinguished by their explicitly documented success in treating this or a similar population.

2.2.2 System and Fiscal Administration Components

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

- A. Contact Information - Provide the address for the provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company. (submit if applicable)
- D. Provider's Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate. Proposer must note that as a contract requirement the following conditions must be met:

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

Certificates of Insurance: Prior to the effective date of the contract, Vendor shall give the County the certificate(s) of insurance completed by Vendor's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the contract, certifying that at least the minimum coverage required 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 to:

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

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

Please provide the following attached only to the original proposal:

- L. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- M. Annual Report - A copy of provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement.

If no audited statements are available, provider must supply equivalent financial statements certified by provider to fairly and accurately reflect the provider's financial status. **It is the responsibility of the provider to redact tax identification numbers from all documents prior to submission to HCJFS.**
- N. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.
- O. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past ten (10) years including, but not limited to Corrective Action Plans, temporary licenses or revocations.
- P. Employee Screening - Provide a description of your organization's employee screening and clearance policy.
- Q. Describe training, supervision, and support provided to staff.

2.3 Budget and Cost Considerations

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

- A. HCJFS anticipates services must begin no later than July 1, 2015. Contracts will be written for six (6) months. 100% of the total value of all contracts awarded as a result of this solicitation will be on a cost reimbursement agreement. Provider must submit a Budget and a calculation of the contract term that provider understands will be used to compensate provider for services provided. Budget must be submitted in the form provided as Attachment C.

For the six (6) month Initial Contract Term, Providers must submit a budget for 7/1/15-12/31/15. All registered providers will be sent an electronic budget file in Excel format. All providers submitting a proposal shall include a hardcopy of the budget in the proposal and also submit the budget electronically to the contact person identified in Section 3.2 RFP Contact Person. If you are unable to submit an electronic copy of your budget, you shall include a statement in the budget narrative explaining the reason.

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

Should additional funding become available for this program after December 31, 2015, HCJFS will have the option to extend the contract for one (1) year with optional renewal years for the length of the funding.

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

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited to provision of the services as described in 1.2.3.
All revenue sources (leveraged resources) available to provider to serve eligible youth identified in the Scope of Services shall be listed in the Budget, and utilized, where permissible, to reduce the cost of each youth served.
All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff.
The total for each service proposed for each contract year must be listed on the Cover Sheet, Attachment A.
- C. Provider must submit a detailed budget narrative for each contract year which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if provider is a for-profit organization.
- E. For the purposes of this RFP, “**unallowable**” program costs include:
 - 1. The cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 - 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;

5. entertainment costs for amusements, social activities and related costs for staff only;
6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary;

- 23. Major losses incurred through the lack of available insurance coverage; and
- 24. Cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

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

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

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

2.6 Reserved

2.7 Declaration of Property Tax Delinquency

As part of the submitted proposal, Provider will include a **notarized Declaration of Property Tax Delinquency** form (Attachment D) which states Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent, as well as any due and unpaid penalties and interest thereon.

If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

3.0 PROPOSAL GUIDELINES

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

3.1 PROGRAM SCHEDULE

ACTION ITEM	DELIVERY DATE
RFP Issued	April 3, 2015
Deadline for Receiving Final RFP Questions	April 10, 2015 by noon
Deadline for Issuing Final RFP Answers	April 17, 2015
Deadline to Register for the RFP Process	April 10, 2015
Deadline for Proposals Received by RFP Contact Person	April 30, 2015 by 11:00 a.m.
Anticipated Proposal Review Completed	May 8, 2015

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:

Sandra Carson, Contract Services

Hamilton County Department of Job & Family Services

222 East Central Parkway, 3rd floor

Cincinnati, Ohio 45202

carsos01@jfs.hamilton-co.org

Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS April 10, 2015 no later than noon.

All interested providers must complete Registration form (**see Attachment H**) and fax or e-mail the **RFP Contact Person** to register, leaving their name, company name, e-mail address, fax number and phone number. The RFP contact person's fax number is (513) 946-2384 and their e-mail address is carsos01@jfs.hamilton-co.org.

3.4 Reserved

3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the providers who participate in the process in good faith. Behavior by providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither provider nor their representatives should communicate with individuals associated with this program during the RFP process. If the provider attempts any unauthorized communication, HCJFS will reject the provider's proposal.

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

- A. Public officials;
- B. SWORWIB Board members and employees;
- C. Any HCJFS employees, except for the RFP Contact Person. Neither providers nor their representatives may contact the RFP Contact Person listed in Section **3.2 after April 10, 2015 no later than 12:00 p.m.** If the provider attempts any unauthorized communication, HCJFS will reject the provider's proposal.

Examples of unauthorized communications are:

- A. Telephone calls;

- B. Prior to the award being made, telephone calls, letters and faxes regarding the RFP process, interested providers, the program or its evaluation made to anyone other than the RFP Contact Person as listed in Section 3.2 (no contact after April 10, 2015 by noon);
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the RFP Contact Person, as listed in Section 3.2 (no contact after April 10, 2015 by 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.

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 of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the without divulging the source of the request for same.

If a provider fails to notify HCJFS prior to **April 10, 2015** of an error in the RFP known to the provider, or of an error which reasonably should have been known to the provider, the provider shall submit its proposal at the provider's own risk. If awarded the contract, the provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

SWORWIB/HCJFS may modify this RFP no later than **April 17, 2015** by issuance of one or more addenda to all parties who registered for the RFP. In the event modifications, clarifications, or additions to the RFP become necessary, all providers who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those providers who registered for the RFP. All addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

3.9 Availability of Funds

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

4.0 Submission of Proposal

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

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

One (1) signed original proposal and eight (8) duplicates of the proposal must be received by the RFP Contact Person at the address listed in Section 3.2, RFP Contact Person, no later than **11:00 a.m. EST on April 30, 2015**. ***Proposals received after this date and time will not be considered.*** If provider is not submitting the proposal in person, provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact

Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

The SWORWIB Area 13 reserves the right to:

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

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

4.6 Evaluation and Award of Agreement

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted no later than **11:00 a.m. on April 30, 2015** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

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

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on April 30, 2015** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to System and Fiscal Administration Components, Section 2.3, B, 4;
- D. Completed Budgets, Section 2.3;
- E. Completed RFP Registration Form.

Stage 2. Evaluation Committee Review

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

Does Not Meet Requirement	A particular RFP requirement was not addressed in the provider's proposal.
Partially Meets Requirement	Provider proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below an acceptable level.
Meets Requirement	Provider 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. Review Committee may request information from sources other than the written proposal to evaluate provider's programs or clarify P\provider's proposal. Other sources of information, may include, but are not limited to, the following:

- A. Written responses from provider to clarify questions posed by Review Committee. Such information requests by Review Committee and provider's responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of SWORWIB's interests or concerns are adequately addressed. The primary presentation must include provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all providers as SWORWIB deems necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 70% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.2.3 Questions, Cost Analysis and Project Budget 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 is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 80% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.2.3 Questions, Cost Analysis and Project Budget 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 Agreement.
- B. Based upon the results of the evaluation, SWORWIB will select provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. On behalf of the SWORWIB, HCJFS will work with selected provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the Hamilton County Board of County Commissioners on behalf of SWORWIB and provider.
- D. If SWORWIB/HCJFS and provider are able to successfully finalize an agreement, the Hamilton County Board of County Commissioners may award a Contract.

- E. If SWORWIB/HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by SWORWIB/HCJFS, on behalf of SWORWIB, HCJFS will terminate the Agreement discussions with provider. In such event, SWORWIB/HCJFS reserves the right to select another provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by qualified providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the provider and be addressed to the RFP Contact Person at the address listed in Section 3.2.

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

4.9 Public Records

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

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

4.10 Public Record Requests Regarding this RFP

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

ATTACHMENT A

Cover Sheet

**ATTACHMENT A
PROPOSAL COVER SHEET FOR
CONNECTING THE DOTS FROM FOSTER CARE TO EMPLOYMENT
AND INDEPENDENT LIVING
UNDER THE WORKFORCE INVESTMENT ACT (WIA)
Bid No: RFP SC03-15R**

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

Total Amount of WIA funds requested for initial contract term of: 7/1/15 – 12/31/15
WIA Program expenses \$ _____ *Estimated # of currently enrolled to be closed out _____ \$ 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

*That volume of youth initially enrolled in the program year referenced. This sum specifically excludes youth served in that year, but enrolled initially in a prior program/budget year.

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

RFP Submission Checklist

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

Action Required	RFP Section	Included
Did you register for the RFP process no later than April 10, 2015?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before April 30, 2015?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.2.2	

ATTACHMENT B

Contract Sample

Contract # _____

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

(TO BE USED WITH WORKFORCE INVESTMENT ACT SUBRECIPIENT PROVIDERS)

This Contract is entered into on _____ between the Board of County Commissioners of Hamilton County, Ohio (“BOCC”) on behalf of the Area #13 comprised of Hamilton County and the City of Cincinnati (hereinafter Area #13) as their interests shall appear, through the Hamilton County Department of Job & Family Services who has been designated as the Administrative Entity and Fiscal Agent (hereinafter “HCJFS”) and **insert name of Youth Provider**, (Hereinafter “Provider”) with an office at **Address of Provider**, whose telephone number is (nnn) **nnn-nnnn** for the purchase of **Workforce Investment Act (“WIA”) Connect the Dots Youth Foster Care Close Out services**.

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

1. TERM

This contract is effective from July 1, 2015 through December 31, 2015. Should additional funding become available, HCJFS may extend the contract and add renewal years to the agreement.

The total amount cannot exceed \$_____ over the life of the Contract.

2. SCOPE OF SERVICE

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 WIA Insert specific service name here as more particularly described in Exhibit I, Request for Proposal, and Exhibit II – Provider’s Proposal. The parties agree that a billable unit of service is defined in Exhibit I, Request for Proposal and Exhibit II – the Providers Proposal for the Out of School Youth Services.

Exhibits for this Contract are as follows:

1. Exhibit I – Request for Proposal;
2. Exhibit II – Provider’s Proposal;
3. Exhibit III – Budget;

4. Exhibit IV – WIA Youth Services Monthly Expenditure Report; and
5. Exhibit VI – Release of Personnel Records and Criminal Records Check.

A. ORDER OF PRECEDENCE

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

1. Exhibit I – Request for Proposal;
2. Exhibit III – Budget; then
3. Exhibit II – Provider’s Proposal.

B. PROVIDER RESPONSIBILITY

1. **This Agreement utilizes WIA funding and as such the following needs to be included - (include specifics related to the funding if needed, otherwise delete.)**
2. Should new referrals increase to the point where they are unmanageable, both parties agree they will meet to discuss possible modifications to the Agreement Scope of Service as described in The Request for Proposal (Exhibit I) and Provider’s Proposal (Exhibit II).
3. Any program description intended for internal or external use shall mention referrals and funding are provided by the Hamilton County Department of Job and Family Services.
4. Required Documentation and Reporting: Records of all service provided to all Consumers in the contracted program(s) (whether reimbursed by this Agreement or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.
 - a. “Proper” documentation of service provided is as follows:

If the program is such that service is provided on a one-to-one basis, as in counseling, the documentation must be maintained by the counselor by means of a personal record of service which details the service provided to, or on behalf of a recipient, with the beginning and ending time of the service.
5. Provider is required to submit a final performance deliverable report no later than ninety (90) days following the end date of service for each calendar year.

Performance deliverables are defined in Section 2.2 of Exhibit I, The Request for Proposal.

6. HCJFS reserves the right to request additional reports at any time during the Agreement period. It is the responsibility of Provider to furnish HCJFS with reports as requested. HCJFS may exercise this right without a Agreement amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
7. The compensation amount in section **3, BILLING AND PAYMENT** is the full payment for Consumer service. No fees or additional cost shall be charged to any Consumer for the Agreement service without expressed HCJFS approval. Such approval must be made by way of a Agreement amendment.
8. Provider warrants that all other sources of revenue have been actively pursued prior to billing HCJFS for services. Possible revenue sources include, but are not limited to, 3rd party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.
9. Provider is to ensure that all Agreement requirements contained within are also part of the requirements placed on all subcontracts providing service for this project. HCJFS reserves the right to audit and/or test Agreement requirements for the above mentioned subcontracts at any time during the term of this Agreement and up to three (3) years thereafter.

C. HCJFS RESPONSIBILITY

3. BILLING AND PAYMENT

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

Provider reserves the right, and HCJFS agrees that Provider may move or adjust from any line item, contained on Provider's Budget, Exhibit III, by an amount less than Ten Percent (10%), without prior approval of HCJFS, given that the adjustment does not impact the provider's overall budget amount and unit rate. Any line item adjustment that is 10% or greater will require Provider to follow the guidelines defined in exhibit IV, HCJFS Budget Adjustment Protocol.

- B. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS, acting as the Fiscal Agent for Area 13, within thirty (30) days of the end of the

service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received.

- C. Provider will indicate the purchase order and vendor number on all invoices submitted for payment.
- D. Submit required reports to SuperJobs Center by the tenth day of the following month in which the electronic performance report request was received. The comprehensive performance report will contain sections aimed at measuring overall WIA client success through various requests for information corresponding with: Client information; Current training program status; and Employment information (attachment.3). The SuperJobs will provide the Vendor with a report format.
 - 1. HCJFS, acting as the Fiscal Agent for Area 13, will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than thirty (30) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
 - 2. For accurate invoices which are received timely, HCJFS, acting as the Fiscal Agent for Area 13, will make every reasonable effort to affect payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
 - 3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. Proper expense documentation includes copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on the invoice.
 - 4. Provider warrants that claims made for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider,
 - 2. Copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and

audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract, and

3. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all Consumers and families served. No information on Consumers served will be released for research or other publication without the express written consent of HCJFS.
 - C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
 - D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.
 - E. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
 1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 2. bonding costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Agreement demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 12. losses on other Agreements;

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

5. ELIGIBILITY FOR SERVICES

Service is to be provided only for referrals made to the Provider by HCJFS on behalf of a Consumer. The Consumer is eligible if 1) the Consumer is receiving OWF cash assistance and 2) the Consumer is assigned to the Provider in the CRIS-E system.

HCJFS maintains responsibility for eligibility determination of each Consumer. HCJFS also has the decision making authority related to the strategies and interventions used to meet Federal work participation goals and will administer the Agreement from award to closeout.

6. NO ASSURANCES

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

7. NON-EXCLUSIVE

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

8. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from Area #13, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of any HCJFS, Board of County Commissioners or City of Cincinnati officers or employees involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an Area #13 employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. Provider will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract including termination of this Contract.

Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921, and the Ohio Administrative Code Chapter 5101. Provider certifies that by executing this Contract, it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. Provider further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

1.

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for Area #13 to terminate this Contract with one (1) day prior written notice.

Provider must notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

10. GOVERNING LAW

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

11. INTEGRATION AND MODIFICATION

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

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

12. SEVERABILITY

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

13. TERMINATION

A. Termination for Convenience

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

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.

2. Provider, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

Provider shall not be relieved of liability to HCJFS for damages sustained by Area #13 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 Area #13 from Provider is agreed upon or otherwise determined.

14. TRANSITION PLAN

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

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

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

15. COMPLIANCE

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

16. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

17. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

18. RELATIONSHIP

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

19. DISCLOSURE

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

20. WAIVER

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

21. NO ADDITIONAL WAIVER IMPLIED

If 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.

22. CONFIDENTIALITY

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

23. AUDIT RESPONSIBILITY

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

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

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

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

- B. Provider shall cause to be conducted an annual independent audit. Within fifteen (15) days of receipt of the audit report, Provider agrees to give HCJFS a copy of Provider’s most recent annual report, most recent annual independent audit report and any report associated management letters.
- C. HCJFS reserve the right to evaluate programs of contracted providers. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and consumers. Such evaluations will be conducted at Provider’s own time and expense.
- D. Provider will cause a single or program-specific audit in accordance with OMB Circular A-133, depending upon the total amount of Federal funds received by Provider, including but not exclusively received from HCJFS or solely for the services delivered in this contract. Provider should submit a copy of the above described completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

24. WARRANTIES AND REPRESENTATIONS

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

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

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

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

25. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of 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:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or
2. Issue a notice of intent to terminate the Contract.

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.

26. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' or Area #13's property or employees which are necessary to Provider's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire;

storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

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

27. COORDINATION

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

28. LEGAL ACTION

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

29. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, 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 records and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

30. DRUG-FREE WORKPLACE

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

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio

Works Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly to Consumers.

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

33. AMENDMENTS

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

34. INSURANCE

Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. 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.

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

- B. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance

is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- E. The Provider further agrees with the following provisions:
 1. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202; Risk Manager, City of Cincinnati, 100 Centennial Plaza, Central Avenue, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio, Hamilton County Department of Job & Family Services, City of Cincinnati and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
 2. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202; Risk Manager, City of Cincinnati, 100 Centennial Plaza, Central Avenue, Cincinnati, Ohio 45202.
 3. Provider shall furnish the Hamilton County Risk Manager, HCJFS and City of Cincinnati Risk Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the above described entities before the Contract commences. Each entity reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 5. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with Hamilton County as Administrative Agent for Area #13.

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

35. INDEMNIFICATION & HOLD HARMLESS

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

36. SCREENING AND SELECTION

A. Criminal Record Check:

Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation (“BCII”) and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing Services.

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

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

B. Bureau of Motor Vehicle transcript:

Any individual transporting Consumers shall possess the following qualifications:

1. a satisfactory Bureau of Motor Vehicle (“BMV”) transcript from the State of Ohio;
2. a satisfactory BMV transcript from the individual’s state of residence; and
3. a current and valid driver’s license.

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

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

C. Verification of Job or Volunteer Application:

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

37. LOBBYING RESTRICTIONS

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

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

38. DEBARMENT AND SUSPENSION

- A. Provider certifies that neither Provider nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR Part 98. Provider also affirms that within three (3) years preceding this agreement neither Provider nor any of its principals:
 - 1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - 2. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this Section and have not had any public transactions (Federal, State, or local) terminated for cause or default.
- B. Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of the Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

39. DEBT CHECK PROVISION

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

40. FAITH BASED ORGANIZATIONS

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

41. CHILD SUPPORT ENFORCEMENT

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

42. HCJFS AGENCY BADGES

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

43. DEFAULT BY PROVIDER

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

MATERIAL BREACH shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Agreement and which, by itself or together with one or

more other breach (es), has a substantial negative effect on, or thwarts, the purpose of this Agreement.

Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Agreement, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Agreement, to the extent that in the opinion on the non-breaching party such technical or non-material variation does not rise to the level of a Material Breach when viewed in light of the breaching party's overall conduct under this Agreement. Any extension of time to cure any breach given to Provider by HCJFS shall be in writing and will not operate to preclude the future exercise of any rights HCJFS may have under this Agreement.

44. CONTACT INFORMATION

HCJFS

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Contract Manager	946-nnnn	Contract Services	Contract changes, Contract language, Contract budget, audits
Accounts Payable	946-nnnn	Fiscal	billing and payment
Workforce Investment Board President	579-3114	Area #13 Workforce Investment Board	Oversight of all work & staff of the SWORWIB.
Program Manager	946-1840	Workforce Development	Scope of service, service eligibility, program outcomes

Provider

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

45. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and applicable environmental protection agency regulations. Provider understands that all violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

46. ENERGY POLICY AND CONSERVATION ACT

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

47. CONTRACT CLOSEOUT

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

48. 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.

49. WIA RULES AND REGULATIONS

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

50. MISCELLANEOUS PROVISIONS

- A. If applicable, Provider agrees to comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
- B. If applicable, Provider agrees to comply with the provisions of the Hatch Act (U.S.C. 15011508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- B. If any Contract activities call for services to minors, Provider agrees to comply with the Pro-Children Act of 1994; Public Law 103-227 that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

51. QUALIFICATIONS TO CONDUCT BUSINESS

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

52. UNFAIR LABOR PRACTICES

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

53. NOTICES

For any notice under this Contract to be effective, it must be made in writing and sent to the addresses set forth below, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.

As to Provider

List Provider, contact and address the notice is to be delivered

As to Area #13

Board of County Commissioners, Hamilton County, Ohio
138 East Court Street
Room 603
Cincinnati, Ohio 45202

Mayor of City of Cincinnati
801 Plum Street
Room 150
Cincinnati Ohio 45202

Southwest Ohio Region Workforce Investment Board
Sherry Kelley Marshall, President
441 Vine Street
300 Carew Tower
Cincinnati Ohio 45202

With copies to:
Tim McCartney, Chief Operations Officer
Hamilton County Job & Family Services
222 East Central Parkway
Cincinnati, Ohio 45219

54. PATENT RIGHTS

Provider agrees to comply with all applicable standards, orders or regulation issued relating to awarding agency requirements pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement (O.A.C. 5101:9-4-07(K)(7) and (45 C.F.R. 92.36(i)(8)).

55. COPYRIGHTS AND RIGHTS IN DATA

Provider agrees to comply with all applicable standards, orders or regulation issued relating to awarding agency requirements pertaining to copyrights and rights in data (O.A.C. 5101:9-4-07(K) (9) and 45 C.F.R. 92.36(i) (9)).

56. PROVIDER SOLICITATION OF AREA #13 EMPLOYEES

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

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

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of ____, 2015.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____
County Administrator
Hamilton County, Ohio

Recommended By: _____ Date: _____
Moira Weir, Director
Hamilton County Department of Job & Family Services

Approved By: _____ Date: _____
Mayor of Cincinnati/Chief Elected Official

Recommended by: _____ Date: _____
Workforce Investment Board President

Approved as to form:

By: _____ Date: _____
Prosecutor's Office
Hamilton County, Ohio

PREPARED BY _____

CHECKED BY _____

APPROVED BY _____

ATTACHMENT C

Budget & Instructions

HCJFS CONTRACT BUDGET INSTRUCTIONS

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

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

1) Fax:

Fax: (513) 946-2384

2) E-mail:

carsos01@jfs.hamilton-co.org

3) Mail:

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

PAGE 1 - SUMMARY PAGE

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

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

Mgmt Indirect Cost

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. Foster Care) **(Enter Begin Date of Budget) TO (Enter End Date of Budget)**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

1

****ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED:**

****TOTAL PROGRAM EXPENSES / TOTAL UNITS OF SERVICE = UNIT RATE/COST PER YOUTH:**

\$ _____ \$ _____ \$ _____

****UNIT= Youth Enrolled (served)**

****Contract is a cost reimbursement contract, however JFS would still like to see the cost per youth served****

TOTAL REVENUE*						
-----------------------	--	--	--	--	--	--

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

Instructions:

Column 1: Description of expenses by type.

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

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

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

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

PAGE 2 - SECTION A - STAFF SALARIES

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

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

2

Instructions:

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

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

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

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

Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.

Column 8: Enter the salary costs that are indirectly associated with the service being proposed.

Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.

Column 10: Column 10 is the sum of Columns 5 through 9.

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

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

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

3

Instructions:

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

Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.

- Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.
- Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

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

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

3

Instructions:

- Column 1: List all professional fees and contracted services.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

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

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

4

Instructions:

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

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

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

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

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

PAGE 4 - SECTION E – OCCUPANCY COSTS

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

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

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

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

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

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

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

PAGE 5 - SECTION F – TRAVEL COSTS

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

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

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

5

Instructions:

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

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

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

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

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

PAGE 5 - SECTION G – INSURANCE COSTS

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

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

5

Instructions:

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

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

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

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

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

PAGE 6 - SECTION H – EQUIPMENT COSTS

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

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

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

6

Instructions:

Column 1: List of equipment costs by expense type.

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

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

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

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

PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

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

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

7

Instructions:

Column 1: Enter item to be depreciated.

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

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

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

Column 7: Enter useful life per IRS guidelines.

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

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

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

Column 11: Enter name of service proposed.

PAGE 8 – SECTION I - MISCELLANEOUS COSTS

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

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

8

Instructions:

Column 1: List miscellaneous costs separately.

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

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

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

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

PAGE 8 – SECTION J - PROFIT MARGIN

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

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

8

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

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

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

8

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

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

PAGE 10 – REVENUE BY PROGRAM SERVICES

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

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

REVENUE PREPARED FOR PERIOD

(Enter Begin Date of Budget) **TO** (Enter End Date of Budget)

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

9

Instructions:

Column 1: List funding sources.

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

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

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

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

ATTACHMENT C

HCJFS CONTRACT BUDGET

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

TO

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	(Insert Program) ADMIN	(Insert Program) PROGRAM	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS						0.00
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
L. INCENTIVES	0.00	0.00	0.00	0.00	0.00	0.00
M. TUITION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
N. SUPPORT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00

ESTIMATED TOTAL OF YOUTH TO BE ENROLLED

COST PER YOUTH=

GRAND TOTAL/TOTAL YOUTH ENROLLED =
UNIT COST:

#DIV/0!

#VALUE!

#VALUE!

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
---------------	------	------	------	------	------	------

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

[illegible]

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

Please type narrative here.

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

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

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

Professional Fees & Contracted Services Narrative

Please type narrative here.

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

Consumable Supplies Narrative

Please type narrative here.

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

Occupancy Costs Narrative

Please type narrative here.

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

Travel Costs Narrative

Please type narrative here.

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

Insurance Costs Narrative

Please type narrative here.

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

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

Please type narrative here.

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	

EXPENSES BY PROGRAM SERVICES	(Insert Program) ADMIN	(Insert Program) PROGRAM	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
						0.00
						0.00
						0.00
						0.00
						0.00
TOTAL MISCELLANEOUS COSTS	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00

Miscellaneous Costs Narrative.

Please type narrative here.

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

Mgmt/Indirect Cost Narrative.

Please type narrative here.

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

L. Please type narrative here

M. Please type narrative here

N. Please type narrative here

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

Revenue Narrative

Please type narrative here.

ATTACHMENT D

Declaration of 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 _____ 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 E

Personnel Records



222 East Central Parkway • Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

FAX: (513) 946-2250

www.hcjfs.org

www.hcadopt.org

www.hcfoster.org

Employer Name:			
Employee Name:			
Employee Address:			
Authorization Date:		Expiration Date:	

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

Whereas R.C. 2151.86 requires the Hamilton County Department of Job and Family Services (HCJFS) to obtain a criminal records check on each employee and volunteer of a HCJFS Provider who is responsible for a consumer's care during service delivery, and

Whereas HCJFS, and HCJFS' funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record checks of Providers' employees who are responsible for a consumer's care during service delivery, and

NOW THEREFORE

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records checks. This authorization is valid for this, and the three subsequent fiscal years of HCJFS.

Signature _____ Date _____

A. Criminal Record Check

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