

**REQUEST FOR PROPOSALS
FOR
OPIOID GRANTS DISASTER RELIEF
EMPLOYMENT (DRE) AND JAIL RESOURCES
2018 Trade and Economic Transition National
Dislocated Worker Grant (DWG)**

RFP #SC04-18R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

January, 2019

RFP Conference: January 25, 2019, 11:00 a.m. – 1:00 p.m.

Location: Hamilton County Job & Family Services

222 East Central Parkway

Cincinnati, OH 45202

6th Floor - Room 6SE601

Deadline for Proposal Registration: February 1, 2019 no later than noon EST

Due Date for Proposal Submission: February 15, 2019 no later than 11:00 a.m. EST

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Attachment B	Contract Sample
Attachment C	Budget and Instructions
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Attachment G	RFP Registration Form

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National Dislocated Worker Grant (DWG)

MISSION STATEMENT

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

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award Contracts for these services to multiple Providers and to award Contracts for all or any portion of the services requested herein. The Contract(s) shall be for a term of approximately (19) months.

If at any time during the Term HCJFS determines that service capacity needs to be expanded, HCJFS may re-release this RFP. Any contracts awarded from a re-issued RFP(s) will expire at the same time as the contracts awarded under the initial RFP. All proposals submitted as a part of a re-released RFP will be subject to and evaluated based upon the same criteria set forth in the initial RFP (plus any addenda issued as a part of the initial RFP).

Provider agrees that if selected by HCJFS under this RFP or any re-released RFP and if requested by HCJFS, that it will enter into an extension of the Contract for up to 180 days following the expiration of the term then in effect under the current terms, conditions and prices applicable at that point in time. This will allow HCJFS to make a seamless transition to any new Provider and mitigate negative impact for customers.

1.2 Scope of Service

Hamilton County – Cincinnati and the Southwest Ohio Regional Workforce Investment Board has been awarded two opioid related grants with a grant period that spans October, 2018 through December, 2020. In support of those grants, we are procuring two scopes of service. These are to be delivered together or separately by one or multiple bidders each. **Respondents should identify which scope they are responding to and what population, geography, or partner collaboration they intend to serve.**

Contracts resulting from this procurement will begin on 3/1/2019, or as soon as possible after. They will end on or before 9/1/2020. All such contracts shall be cost reimbursement agreements. These will not be grants issued to selected vendors.

Scope 1:

1. Deliver career services and career placement in county jail resource room(s) staffed part-time and with some resources to help place soon to be released offenders (minor felonies and misdemeanor convicted individuals), into employment. Allocate costs by the proportion of time/expense that benefit participants who are eligible for services under the grant. Costs may include both wages and fringe benefits, but not shared, profit, indirect, or administrative dollars.

Scope 2:

1. Wage reimbursement to employers for “Temporary disaster relief jobs” lasting up to a year and devoted to addiction related services. These are capped at 2040 hours and they can-not subsequently continue in that same role as a permanent employee. Temporary disaster relief jobs must be related to addictions in general and not limited to opioids in particular. Examples of these roles are below:
 - A. Serving as peer recovery navigators or in other peer-focused positions that support individuals struggling with opioid addiction or recovery from opioid addiction.
 - B. Carrying out intake and coordination services that connect homeless individuals affected by the opioid crisis to partners who can provide shelter, food, and other assistance.

- Recovery DWG funds may not be used to pay the costs of in-patient drug treatment and rehabilitation programs.
- The DRE job may only last for a maximum of 2,080 hours and prohibit their subsequent continuation in that same role as a permanent employee.
- DRE is a reimbursement of the employee's wages to perform a clean-up/humanitarian service that we need done.
- DRE reimburses 100% of the wage cost.

1.2.1 Population

These funds are limited to eligible individuals who are either "dislocated workers" or "long-term-unemployed".

All grant efforts must have a tangible impact within the two-year grant time-span, rather than serving only as long-term investments.

Qualified bidders will have exceptional confidentiality protocols in place.

The following requirements below apply to both scopes of service:

Long-term unemployed is defined as those who have:

- Fewer than 15 weeks of employment in the last 26 weeks.
- No work experience.
- No work in the last 15 weeks.
- New entrants to the workforce.
- This group can include re-entry/ex-offenders participants.

Dislocated workers are:

- Those who have been laid off or terminated; or received notice of termination or lay off for reasons that are no fault of their own; and are unlikely to return to previous industry of occupation.

- Self-employed and now unemployed because of a natural disaster such as this addiction epidemic.
- A homemaker who was required to enter the workforce because of the loss of other family income.

1.2.2 Reserved

1.3. Employee Qualifications

1. Education and training: Staff will have education and licensure commensurate with responsibilities and programmatic licensing criteria.
2. Criminal Record Check: Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport customers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation (“BCII”) and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office (or your local Police and Sheriff’s Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.

2.0 PROVIDER PROPOSAL

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

Hardcopy Requirements

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

A. Electronic Requirements

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

B. Proposal Organization

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

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

2.1 Cover Sheet

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

The Cover Sheet must include the proposed expense rate for the entire span 3/1/2019 through 8/31/2020. Provider is to make sure to include the request for all funds in the Budget, Attachment C.

2.2 Service and Business Deliverables

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

A. Licensure, Administration and Training

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

2.2.1 Program Components

Providers shall respond to the following for all proposals submitted:

If responding to Scope 1, please respond to the questions below:

1. Describe the nature of your current relationship with any jail in Hamilton County.

2. Identify the specific services you propose to deliver in the context of this general scope.
3. Quantify the specific outcomes you propose to generate.
4. Identify the existing funds and efforts you will leverage in this effort.
5. Provide a budget for your proposed services and explain how you will cover costs excluded under this grant.

If responding to Scope 2, please respond to the questions below:

1. Describe the nature of your current relationship with any addiction related services in Hamilton County.
2. Identify the specific services you propose to deliver in the context of this general scope.
3. Quantify the specific outcomes you propose to generate.
4. Identify the existing funds and efforts you will leverage in this effort.
5. Provide a budget for your proposed services and explain how you will cover costs excluded under this grant.
6. Describe how you will manage the 2,040 hours cap on disaster relief jobs and thoughtfully transition workers at the end of that span.
7. Provide a tentative timeline for how quickly you can ramp up these services. Identify all dependencies.

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately March 1, 2019. Provider must submit a Budget and a calculation of the Expense Rate and Cost Reimbursement for the Contract term 3/1/19 – 8/31/20 that Provider understands will be used to compensate Provider for services provided. Budgets and Unit Rates and Cost Reimbursement must be submitted in the form provided as Attachment C. Contracts will be written for a term of eighteen (18) months

Available funding is flexible. Proposed budgets should be submitted in the range of \$150,000.00 to \$500,000.00 over a timeframe of your identified start date through a final billing deadline of September 30, 2020.

B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to, but not limited by, the following:

1. General services;
2. Crisis intervention services;
3. Case management;
4. Referral and information services;
5. Consultation;
6. Non-Medicaid funded services; and
7. Any other relevant services.

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

C. Provider must submit a detailed narrative demonstrating how costs are related to the service(s) presented in the proposal.

D. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.

E. For the purposes of this RFP, “unallowable” program costs (detailed list is located in 2 CFR Part 200 Subpart E) include:

1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs for staff only;
6. costs of alcoholic beverages;

7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
 12. losses on other Contracts';
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.
- If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final.

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

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

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

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

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

2.6 Financial Documentation

Prior to Contract award, a copy of the most recent independent annual audit report, most recent single audit, if applicable and the most recent Form 990. For a sole proprietor or for-profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year- end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. Provider's failure to provide these documents may result in rejection of the proposal and subsequently a Contract will not be awarded. **It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.**

2.7 Declaration of Property Tax Delinquency

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

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

2.8 Proposal Documents

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

Ownership, Annual Report, and Licensure

1. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
2. Annual Report - A copy of Provider's most recent annual report.
3. Licensure - A copy of appropriate licensure from ODJFS, ODMHAS or other licensing agencies. If Provider does not have a finalized license by the end of the proposal selection process, Provider will be granted 60 days from the date of acceptance of the proposal to finalize its license or Provider's proposal will be disqualified.

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

System and Fiscal Administration Components

1. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
2. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
3. Subcontracts - Submit a letter of intent from each subcontractor indicating its commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same Contract standards and obligations as the Agency/Company.
4. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.

5. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
6. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

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

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

Certificates of Insurance

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

County Risk Manager, Room 707, 138 East Court Street Cincinnati, OH 45202

Fax: 513-946-4720.

7. Job Descriptions - For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, staff and Supervisors.
8. If needed: Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
9. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality. QA manual need not be included.
10. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
11. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	January 11, 2019
RFP Conference	January 25, 2019
Deadline for Receiving Final RFP Questions	February 1, 2019
Deadline for Issuing Final RFP Answers	February 6, 2019
Deadline for Registering for the RFP Process	February 1, 2019
Deadline for Proposals Received by RFP Contact Person	February 15, 2019
Oral Presentation/Site Visits – if needed	Week of February 25, 2019
Anticipated Proposal Review Completed	Week of February 25, 2019
Anticipated Start Date	March 1, 2019

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 LISTED ABOVE IN SECTION 3.1 PROGRAM SCHEDULE.

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

3.4 RFP Conference

The RFP Conference will take place on January 25, 2019, 11:00 a.m. – 1:00 p.m. at Hamilton County Department of Job & Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202 6th Floor, Room 6SE601, October 30th.

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

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after February 1, 2019, noon. The final responses will be faxed or e-mailed no later than February 6, 2019 by the close of business.
- D. Only Providers who register for the RFP Process will receive electronic, unlocked budget, attachments and addenda.
- D. The answers issued in response to such Provider questions become part of the RFP.

3.5 Prohibited Contacts

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

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

- A. Public officials; including but not limited to the Hamilton County Commissioners; and
- B. Any HCJFS employees, except for the RFP Contact Person listed in Section 3.2.

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

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

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after February 1, 2019, noon.

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

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

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than February 1, 2019, noon of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to February 1, 2019, noon of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the Contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

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

3.9 Availability of Funds

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

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

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

4.0 SUBMISSION OF PROPOSAL

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

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

Proposals must be received by the RFP Contact Person, Sandra Carson on or before February 15, 2019 no later than 11:00 a.m. at 222 East Central Parkway, Cincinnati, Ohio 45202, 3rd Floor.

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, 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, HCJFS reserves the right to request additional information for clarification purposes only.

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted on or before February 15, 2019 no later than 11:00 a.m. will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected. Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP
- B. Timely Submission – The proposal is received at 222 East Central Parkway, Cincinnati, Ohio 45202, 3rd Floor on or before February 15, 2019 no later than noon and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.

- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Completed Budgets, Section 2.3;
- F. Responses to System and Fiscal Administration Components, Section 2.8.

Stage 2. Evaluation Committee Review

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

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

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

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

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

Stage 3 Other Materials

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

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

Stage 4 Evaluation Scoring

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 70% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.

4.7 Proposal Selection

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful Provider are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.
- F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

4.8 Post-Proposal Meeting

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

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

4.9 Public Records

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

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

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

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

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

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

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

release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for HCJFS to release such documents.

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

4.10 Provider Certification Process

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

4.11 Public Record Requests Regarding this RFP

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

ATTACHMENT A

Opioioid Grants Disaster
Relief

Employment (DRE) and
Jail Resources

2018 Trade and Economic
Transition National
Dislocated Worker Grant
(DWG)
(includes checklist)

ATTACHMENT C

Budget and Instructions

ATTACHMENT A-1

Program Component Checklist

RFP# SC04-18R - Opioid Disaster Relief RFP

Program Component Checklist

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

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

QUESTION #	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
Program Components				
Scope 1				
Question 1				
Question 2				
Question 3				
Question 4				
Question 5				
Scope 1				
Question 1				
Question 2				
Question 3				
Question 4				
Question 5				
Question 6				
Question 7				

ATTACHMENT B

Contract Sample

Contract # _____

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

This Contract is entered into on _____ between the Board of County Commissioners of Hamilton County, Ohio and the Mayor of the City of Cincinnati on behalf of the Southwest Ohio Region Workforce Investment Board (SWORWIB) serving pursuant to the Workforce Innovation and Opportunity Act for Service Area #13 of Ohio, through the Hamilton County Department of Job & Family Services (hereinafter "HCJFS") and **Entity Name**, (Hereinafter "Provider") with an office at **Address, Cincinnati, Ohio, 45xxx**, whose telephone number is (513) xxx-xxxx for the purchase of **Opioid Grants Disaster Relief Employment (DRE) and Jail Resource Services**.

HCJFS has been designated as the Fiscal Agent pursuant to an Intergovernmental Agreement effective July 1, 2015 between the Board of County Commissioners, Hamilton County, Ohio (BOCC) and the City Council of the City of Cincinnati, Ohio. In this same Intergovernmental Agreement HCJFS is designated as the Administrative Agent.

1. TERM

This Contract will be effective from _____ through _____ (the "Initial Term") inclusive, unless otherwise terminated or extended by formal amendment.

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

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

This Contract is awarded as a result of RFP # SCNNNN-R, Request for Proposals for Opioid Grants Disaster Relief Employment and Jail Resources, under the Workforce Innovation and Opportunity Act (WIOA), issued by the SWORWIB in collaboration with the Mayor of the City of Cincinnati and Hamilton County.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein) and without limiting anything set forth herein, Provider agrees to perform the Opioid Grant Disaster Relief Employment and Jail Services as more particularly described in Exhibit I, Request for Proposal, and Exhibit II – Provider’s Proposal and Exhibit III, Scope of Service (the “Service(s)). The parties agree that a unit of service is defined in Exhibit I, Request for Proposal and Exhibit II – the Provider’s Proposal for the Opioid Grant Disaster Relief Services.

Exhibits for this Contract are as follows:

1. Exhibit I – Request for Proposal;
2. Exhibit II – Provider’s Proposal;
3. Exhibit III – Scope of Service;
4. Exhibit IV –Budget;
5. Exhibit V – Monthly Expenditure Report; and
6. Exhibit VI – Release of Personnel Records and Criminal Records Check.

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through VI as defined in 2.A., EXHIBITS above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any 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 – Scope of Service;
3. Exhibit IV Budget; then
4. Exhibit II – Provider’s Proposal.

C. PROVIDER RESPONSIBILITY

1. Any program description intended for internal or external use shall mention referrals and funding are provided by the SWORWIB and the Hamilton County Department of Job and Family Services.
2. Provider must utilize all forms required by HCJFS, Ohio Department of Job and Family Services (ODJFS), and the United States Department of Labor (DOL).
3. Provider is required to operate its program in compliance with all federal, state, local laws, rules and regulations, Employment and Training Guidance Letters including but not limited to WIOA laws and rules as well as SWORWIB policies/
4. Records of all service provided to all Consumers in the contracted program(s) (whether reimbursed by this Contract or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.
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 year of the Initial Term as well as for each Renewal Term. Performance deliverables are defined in Section 2.2 of Exhibit I, The Request for Proposal.
6. SWORWIB and HCJFS reserve the right to request additional reports at any time during the Contract period. Provider shall furnish HCJFS with reports as requested. HCJFS may exercise this right without a Contract amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
7. The compensation amount in section **3, BILLING AND PAYMENT** is the full payment for any service rendered to a Consumer pursuant to this Contract. No fees or additional cost shall be charged to any Consumer for the services without express HCJFS approval. Such approval must be made by way of a Contract amendment.

Determine if the following paragraph is appropriate:

D. SUBRECIPIENT

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

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

3. BILLING AND PAYMENT

A. Expense Reimbursement – For services rendered during this Contract, Provider shall be reimbursed for One Hundred Percent (100%) of its incurred expenses. Notwithstanding the above, such expense reimbursement shall be limited to those expenses set forth in Exhibit IV – Budget, for which Provider has submitted proper verification as a part of its invoice. Provider agrees that it will not be reimbursed for any expense in an amount greater than the amount set forth in Exhibit IV - Budget for such expense for the time period set forth on such exhibit(s). At no time will Provider be eligible to receive any more than Value (\$\$\$\$\$\$\$\$\$\$.00) in expense reimbursement for the contract term.

B. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS, acting as Fiscal Agent, within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

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

1. HCJFS, acting as Fiscal Agent, will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and

accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.

2. For accurate invoices which are received timely, HCJFS, acting as Fiscal Agent, will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
 3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. All invoices must contain backup documentation to allow HCJFS to verify all expenses set forth on such invoice. Proper expense documentation includes copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on invoice.
- C. Provider will indicate the purchase order and Provider number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in Exhibit IV through Exhibit IV-C – Budget and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 2. bonding costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;

11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 12. losses on other contracts;
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program. Provider further understands and agrees that any funds received pursuant to this Contract must be tracked and reported separately from any other WIOA funds received by Provider.
- F. 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. ELIGIBILITY FOR SERVICES

Provider agrees that it is responsible for determining eligibility for WIOA Youth Services under the Title 1 B, Chapter 2 Youth Workforce Investment Activities, in accordance with the rules and regulations set forth in the WIOA legislation. A participant is defined in federal statute, and in this contract as "An individual who has been registered pursuant to 20 CFR 663.105, has been

determined eligible and is receiving services (except for follow up services) under a program or activity authorized by Title I of the Workforce Innovation and Opportunity ACT of 2014.” Individuals receiving services under this Contract will be referred to as “Participants” or “Consumers”.

5. NO ASSURANCES

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

6. 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, after consultation with the SWORWIB, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

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

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

7. TERMINATION

A. Termination for Convenience

1. By HCJFS:

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

2. By Vendor:

This Contract may be terminated by Vendor upon notice, in writing, delivered upon HCJFS One hundred twenty (120) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

If Vendor fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Vendor otherwise Materially Breaches this Contract, HCJFS may consider Vendor in default. HCJFS agrees to give Vendor thirty (30) days written notice specifying the nature of the default. Vendor 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 Vendor fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Vendor.

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

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

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect 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 Vendor.

C. Effect of Termination

1. Upon any termination of this Contract, Vendor 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 Vendor.
2. Vendor, 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.
3. Vendor shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Vendor. HCJFS may withhold any compensation to Vendor for the purpose of off-set until such time as the amount of damages due HCJFS from Vendor is agreed upon or otherwise determined.

8. **FORCE MAJEURE**

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

9. GOOD FAITH EFFORT

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

10. DISPUTE RESOLUTION

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

Step 1

Representative for Service Area #13 of Ohio: WIOA/Workforce Development Program Manager;

Representative for Provider: Program Director;

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

Step 2

Representative for Service Area #13 of Ohio: WIOA Project Manager;

Representative for Provider: Executive Director;

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

Step 3

Representative for Service Area #13 of Ohio: Assistant Director, HCJFS and the SWORWIB President;

Representative for Provider: Executive Director, President.

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

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

11. WARRANTIES AND REPRESENTATIONS

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

- A. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- B. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.
- C. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the Consumers identified in Exhibit I, Request for Proposal, and Exhibit II – Provider's Proposal and Exhibit III, and Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.
- D. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.
- E. Provider warrants and represents that it will be responsible for the payment of any and all

unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

12. PROGRAM AND FISCAL MONITORING

Provider agrees to participate in and comply with the requirements of HCJFS for program and fiscal compliance monitoring of the Contract and to observe and comply with all other applicable protocols, policies, guidelines and programs established by the United States Department of Labor, ODJFS, SWORWIB or HCJFS.

13. MAINTENANCE OF SERVICE

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

14. REPORTS

- A. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases.
- B. The monthly contract program financial report shall be submitted to the HCJFS Contract Services Section no later than sixty (60) days after the end of the service month.
- C. The monthly reports detailing all youth services under WIOA shall be submitted to the HCJFS Contract Services Section no later than ten (10) days after the end of the service month.
- D. HCJFS reserves the right to request additional reports and information at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such requested reports and information. HCJFS may exercise this right without a Contract amendment.

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

15. GRIEVANCE PROCESS

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

16. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

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

18. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

19. SOLICITATION OF EMPLOYEES

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

20. RELATIONSHIP

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

21. CONFLICT OF INTEREST

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

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

22. DISCLOSURE

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

23. CONFIDENTIALITY

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

24. PUBLIC RECORDS

This Contract is a matter of public record under the Ohio public records law. By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may also be deemed public records and subject to disclosure under

Ohio law. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

25. AVAILABILITY AND RETENTION OF RECORDS

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

26. AUDIT REQUIREMENTS

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

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

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

27. DEBARMENT AND SUSPENSION

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

28. DEBT CHECK PROVISION

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

29. CORRECTIVE ACTION PLANS

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

30. PROPERTY OF HAMILTON COUNTY

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

affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

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

31. INSURANCE

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

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

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

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS consumers) “Consumers” and Provider provides this service through the use of its employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees “POV” insurance and provide coverage above its employee’s “POV” coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Aggregates: apply where applicable in primary;
 - 6. Care, custody and control – follow form primary; and
 - 7. Drop down feature.

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

- E. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and its respective officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its respective officials, employees, agents, and volunteers, the Southwest Ohio Regional Workforce Investment Board and its respective officials, employees, agents, and volunteers and the Mayor of the City of Cincinnati. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, Hamilton County, Ohio and its respective officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services and its respective officials, employees, agents, and volunteers, the Southwest Ohio Regional Workforce Investment Board and its respective officials, employees, agents, and volunteers and the Mayor of the City of Cincinnati are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to SWORWIB, Hamilton County, the Mayor of the City of Cincinnati and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
6. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County and the Mayor of the City of Cincinnati.
7. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County, the Mayor of the City of Cincinnati and HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
8. Provider, the County, the Mayor of the City of Cincinnati and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
9. Provider's insurance coverage shall be primary insurance with respect to the County and its respective officials, employees, agents and volunteers, HCJFS and its respective officials, employees, agents, and volunteers, the Southwest Ohio

Regional Workforce Investment Board and its respective officials, employees, agents, and volunteers and the Mayor of the City of Cincinnati. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.

10. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

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

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

33. RESERVED**34. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

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

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

35. MARKETING

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

36. CHILD SUPPORT ENFORCEMENT

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

37. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

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

38. SCREENING AND SELECTION

A. Criminal Record Check

Provider warrants and represents it will comply with ORC 2151.86 and will 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 appropriate local Police and Sheriff’s Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Individual’s record checks must be monitored annually thereafter. Annual checks may be completed via an HCJFS approved record search company or directly with appropriate local Police and Sheriff’s Offices. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit VI to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private Provider hired by HCJFS to conduct compliance reviews on their behalf.

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

Except as provided in Section C below, 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. prior to allowing an individual to transport a Consumer, an initial satisfactory

Bureau of Motor Vehicle (“BMV”) transcript from the State of Ohio (or the state the provider conducts its business) and , if applicable, from the individual’s state of residence must be obtained; and

2. thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and , if applicable, from the individual’s state of residence; and
3. a current and valid driver’s license must be maintained.

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

1. the individual has a condition which would affect safe operation of a motor vehicle;
2. the individual has six (6) or more points on his/her driver’s license; or
3. the individual has been convicted of driving while under the influence of alcohol or drugs.

C. Rehabilitation

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

1. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver’s household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
2. If the Provider is seeking rehabilitation for any other individual serving HCJFS Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

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

discretion to permit a rehabilitated individual to work with, volunteer with or transport our Consumers.

D. Verification of Job or Volunteer Application

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

39. LOBBYING

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

40. DRUG-FREE WORKPLACE

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

41. FAITH BASED ORGANIZATIONS

Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and it will not discriminate

against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.

42. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION

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

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

43. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

44. ENERGY POLICY AND CONSERVATION ACT

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

45. DECLARATION OF PROPERTY TAX DELINQUENCY

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal

property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment E to Exhibit IV, Provider's Proposal.

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

46. ASSIGNMENT AND SUBCONTRACTING

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

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

Provider is to ensure that all Contract requirements contained herein are also part of the requirements for any subcontractor providing Services in relation to this Contract. HCJFS reserves the right to audit and/or test Contract requirements for the above mentioned subcontractor at any time during any term of this Contract and up to three (3) years thereafter.

47. GOVERNING LAW

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

48. LEGAL ACTION

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

49. INTEGRATION AND MODIFICATION

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

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

50. SEVERABILITY

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

51. AMENDMENT

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

52. 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.

53. 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.

54. CONTRACT CLOSEOUT

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

55. 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.

56. CONTACT INFORMATION

A. HCJFS Contacts -Provider should contact the following HCJFS staff with questions:

Name	Telephone	Department	Responsibility
Lisa Willwerth	(513) 946-2392	Contract Services	contract changes, contract language
Kevin Holt	(513) 946-7263	Program Management	service point of contact, service authorization, invoice review
	(513) 946-xxxx	Fiscal	billing & payment, invoice processing
Sherry Kelley Marshall	513-612-3643	Southwest Ohio Region Workforce Investment Board (SWORWIB) Serving Service Area #13 of Ohio	Oversight of all work & staff of the SWORWIB under WIOA law.

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

Name	Telephone	Department	Responsibility
		Business Management	Contract language, contract/program changes
		Program Management	Service point of contract, service referral contact

57. WIOA RULES AND REGULATIONS

Provider acknowledges that funding for this Contract is provided pursuant to the Workforce Innovation and Opportunity Act (“WIOA”). Provider agrees to accommodate all reasonable requests by HCJFS and SWORWIB in complying with any rules, regulations, and pronouncements required by federal and state officials in their administration of the WIOA.

Provider further agrees to follow all federal and state rules and regulations applicable to the WIOA and its status as a sub-recipient under this Contract.

In this same regard, Provider agrees that it will cooperate with any amendments to this Contract which are necessary for SWORWIB, the BOCC, HCJFS or the Mayor of the City of Cincinnati to comply with WIOA laws, rules and regulations.

58. 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

Provider Name

Contact Name

Street

Cincinnati, OH 45xxx

As to Service Area #13 of Ohio

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

Great Oaks – Instructional Resource Center – Room 102

100 Scarlet Oaks Drive

Cincinnati, Ohio 45241

With copies to:

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

59. 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)).

60. 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)).

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 ____, 2019.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

Recommended By:

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

Approved By: _____ Date: _____
Mayor of Cincinnati/Chief Lead 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 and Instructions

CONTRACT BUDGET INSTRUCTIONS

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

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

- 1) Fax:

Fax: (513) 946-2384

- 2) E-mail:

HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

- 3) Mail:

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

PAGE 1 - SUMMARY PAGE

Page 1 is the summary page for all information entered on pages 2 and 3. If you are not using the Excel spreadsheet for the budget, the summary page should be completed after all other budget pages (pages 2 and 3) are finalized. The total amounts for each expense type on this page (A through C) should equal the total amounts of each section on pages 2 and 3

As the amounts are entered on pages 2 and 3, the total amounts on the summary page will be populated, if using the Excel spreadsheet to complete the budget.

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)	(8)
	Employment Disaster Relief	Jail Services	TOTAL EXPENSE				
EXPENSES BY PROGRAM SERVICES							
A. STAFF SALARIES							
B. EMPLOYEE PAYROLL TAXES & BENEFITS							
TOTAL PROGRAM EXPENSES							

1

**ESTIMATED TOTAL UNITS of CONSUMERS TO BE SERVED (for an estimated cost per consumer): _____

**TOTAL PROGRAM EXPENSES / # OF CONSUMERS SERVED
= COST PER CONSUMER: \$ _____

Although we are asking for a cost per consumer, this is a **COST REIMBURSEMENT CONTRACT.

Instructions:

Column 1: Description of expenses by type.

Columns 2-3: Totals of the direct costs entered for each section on pages 2 and 3. **Direct costs** are those that can be identified specifically to the service being proposed.

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

PAGE 2 - SECTION A - STAFF SALARIES

This section is used to list all positions by position title, number of staff per position, annual salary per position, percent of time to program per position and total contract salaries cost per position and included in the proposed service.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
POSITION TITLE	# STAFF	Annual Salary	Percent of time to program	ANNUAL CONTRACT COST	Employment Disaster Relief	Jail Resources	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: 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.

Column 4: Indicate the percentage of each staff/position salary allocated to the service being proposed.

Column 5: List the annual salary cost for the allocated to the contract.

Columns 6-7: List the salary costs that are directly associated with the position titles for the proposed service.

Column 8: Column 8 is the sum of Columns 6 through 7.

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

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

(1)	(2)	(3)	(4)
B. PAYROLL TAXES	Employment Disaster Relief	Jail Resources	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 2-3: 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 4: Column 4 is the sum of Columns 2 through 3.

ATTACHMENT C

HCJFS CONTRACT BUDGET

AGENCY:

NAME OF CONTRACT PROGRAM:

INDICATE NAME OF SERVICE IN APPROPRIATE COL

EXPENSES BY PROGRAM SERVICES	Employment Disaster Relief	Jail Resources	TOTAL EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00
TOTAL PROGRAM EXPENSES		#REF!	#REF!

ESTIMATED TOTAL OF CONSUMERS TO BE SERVED FOR THIS CONTRACT		COST PER CONSUMER =
--	--	---------------------

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

POSITION TITLE	# STAFF	Annual Salary	Percent of time to program	Annual Program Cost	Employment Disaster Relief	Jail Resources	TOTAL EXPENSE
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
TOTAL SALARIES		0.00		0.00	0.00	0.00	0.00

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

EXPENSES BY PROGRAM SERVICES	Employment Disaster Relief	Jail Resources	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

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

ATTACHMENT C-1

Sample Budget

ATTACHMENT C-1

HCJFS CONTRACT BUDGET

AGENCY:

NAME OF CONTRACT PROGRAM:

INDICATE NAME OF SERVICE IN APPROPRIATE COL

EXPENSES BY PROGRAM SERVICES	Employment Disaster Relief	Jail Resources	TOTAL EXPENSE
A. STAFF SALARIES	72,500.00	72,500.00	145,000.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	18,227.00	18,227.00	36,454.00
TOTAL PROGRAM EXPENSES	90,727.00	90,727.00	181,454.00

ESTIMATED TOTAL OF CONSUMERS TO BE SERVED FOR THIS CONTRACT		<u>COST PER CONSUMER =</u>
--	--	----------------------------

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

POSITION TITLE	# STAFF	Annual Salary	Percent of time to program	Annual Program Cost	Employment Disaster Relief	Jail Resources	TOTAL EXPENSE
	1.00	\$50,000.00	50.00%	\$25,000.00	12,500.00	12,500.00	25,000.00
	1.00	\$30,000.00	100.00%	\$30,000.00	15,000.00	15,000.00	30,000.00
	1.00	\$30,000.00	100.00%	\$30,000.00	15,000.00	15,000.00	30,000.00
	1.00	\$30,000.00	100.00%	\$30,000.00	15,000.00	15,000.00	30,000.00
	1.00	\$30,000.00	100.00%	\$30,000.00	15,000.00	15,000.00	30,000.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
TOTAL SALARIES		170,000.00	4.50	145,000.00	72,500.00	72,500.00	145,000.00

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

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	Employment Disaster Relief	Jail Resources	TOTAL EXPENSE
B.PAYROLL TAXES			
FICA % 7.625%	\$5,528.00	\$5,528.00	\$11,056.00
WORKER'S COMP. % 2.6198%	\$1,899.00	\$1,899.00	\$3,798.00
UNEMPLOYMENT %	\$150.00	\$150.00	\$300.00
BENEFITS			
RETIREMENT 4%	\$2,900.00	\$2,900.00	\$5,800.00
HOSPITAL CARE	\$500.00	\$500.00	\$1,000.00
OTHER (SPECIFY) Medical, Dental (10%_	\$7,250.00	\$7,250.00	\$14,500.00
			\$0.00
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	\$18,227.00	\$18,227.00	\$36,454.00

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services

Provider Certification Process

RFP Page 83

(Revised 5/10)

I. Overview

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

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

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

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

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

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

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

1. program staff training plan;
2. staff policy and procedure manual;
3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

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

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

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

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

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

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

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

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

Hamilton County Department of Job and Family Services

Provider Certification Document

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

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

16. Agency's Hours/Days of Operation	RFP Page 91
17. Program's Hours/Days of Operation	
18. Indicate seasonal hours/days of operation, if applicable	
19. Agency Director's Name	
20. Agency Director's E-Mail Address	
21. Program Director's Name, if different	
22. Program Director's Phone #, if different	
23. Program Director's E-Mail Address	
24. Program Contact Person, if different	
25. Program Contact Person's Phone #, if different	
26. Program Contact Person's E-Mail Address	

NOTES:

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

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

d. Worker's Compensation insurance;			RFP Page 93
e. table of organization including advisory boards & committees;			
f. service/attendance form, sign-in sheet, etc.			
g. copy of the contract service contingency plan, if applicable for this service.			
5. Reviewed 3 of the last 12 months board minutes			
6. Reviewed accounting/record keeping system:			
a. financial record keeping method			
1) is a separate account set up for our program?			
2) are invoices filed for easy reference?			
b. cash or accrual system;			
c. revenue source during start-up period;			
d. ability to issue accurate and timely reports			
e. maintenance of client service records .			
1) method for documenting client service;			
2) method for compiling data for reports;			
3) method for tracking performance indicators;			
f. how will provider manage cash flow during the first 3 months of the contract?			
7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:			
a. current professional license/certification;			
b. driver's license with < 5 points;			
c. proof of car insurance;			

d. police/BCII check completed w/in last 12 mons.			RFP Page 94
8. Transportation Issues (when applicable)			
a. is public transportation readily available?			
b. how far from the program site is the public transportation stop?			
c. indicate the type of available parking facilities:			
1) private lot;			
2) municipal/public lot;			
3) on-street parking;			
4) client/staff pay to park.			
9. Interior - Public Areas			
a. indicate general impression of appearance - cleanliness, neatness, safety, etc.			
b. is facility handicapped accessible?			
c. are bathrooms handicapped accessible?			
d. does facility design ensure client confidentiality?			
e. is the facility adequate for our program?			
f. ask Provider if a negative building safety report was issued by the fire department.			
10. Contract Management Plan - review provider's written plan for contract management.			
a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?			
b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?			
c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?			

d. what is provider’s plan for conducting self-reviews to ensure contract compliance?			RFP Page 95
e. what is provider’s plan for ensuring receipt of client authorization forms prior to invoicing?			
f. what is provider’s plan to remain in compliance with contract requirements for timely invoicing to HCJFS?			
g. what is provider’s plan for monitoring contract utilization?			

Additional comments/notes for Section B:

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

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

d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis;			RFP Page 97
e. written information regarding service programs operated by provider & how the information is disseminated to consumers;			
f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances and individual and program related grievance summaries;			
g. detailed safety plan;			
h. detailed written procedure for maintaining the security and confidentiality of client records.			

Additional comments/notes for Section C:

ATTACHMENT E

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 F

Release of Personnel Records & Criminal Records Checks



222 East Central Parkway • Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

FAX: (513) 946-2250

www.hcjfs.org

www.hcadopt.org

www.hcfoster.org

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

RELEASE OF 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).

ATTACHMENT G

RFP Registration Form

REGISTRATION FORM

**RFP: SC04-18R, OPIOID GRANTS DISASTER RELIEF
EMPLOYMENT (DRE) AND JAIL RESOURCES
2018 Trade and Economic Transition National Dislocated Worker Grant (DWG)**

January, 2019

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

**Sandra Carson
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384
Email: carsos01@jfs.hamilton-co.org**

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

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the RFP Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **February 1, 2019 no later than noon.**

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

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

**Please fax this completed page to HCJFS Contract Services at (513) 946-2384,
or e-mail to carsos01@jfs.hamilton-co.org**